



**LAKEWOOD VILLAGE TOWN HALL
100 HIGHRIDGE DRIVE
LAKEWOOD VILLAGE, TEXAS
TOWN COUNCIL MEETING
JANUARY 12, 2023 7:00 P.M.**

REGULAR SESSION – AGENDA

Call to Order and Announce a Quorum is Present

A. PLEDGE TO THE FLAG:

B. VISITOR/CITIZENS FORUM: Pursuant to Texas Government code 551.007 (adopted in 2019): A governmental body shall allow each member of the public who desires to address the body regarding an item on an agenda for an open meeting of the body to address the body regarding the item at the meeting before or during the body's consideration of the item. A person who addresses the Council concerning an agenda item, including a Public Hearing, must limit his/her remarks to the specific subject matter being considered by the Council under that agenda item.

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

D. 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 November 17, 2022 Council Meeting (Ruth)
2. Replat of 416 Lakecrest Drive (Ruth)
3. Vacate Northshore Preliminary Plat approved on February 10, 2022 (Ruth)
4. Buy Board Interlocal Agreement/Resolution (Ruth)

E. REGULAR AGENDA:

1. Presentation of the Fiscal Year 2021-2022 Financial Audit Report, Mr. Wayne Nabors, Nabors CPA Services (Vargus)
2. Presentation of the Investment Report for the First Quarter of Fiscal Year 2023-2024 (Vargus)
3. Discussion of Amending Fiscal Year 2023-2024 Budget (Vargus)
4. Discussion of Water/Wastewater Capital Improvement Projects (Vargus)
5. Consideration of Approval of Municipal Development District Pilot Project for Remote-Read Water Meters (Vargus)
6. Amendment of Regional Sewer Cost Allocation and Rough Proportionality Determination by Town Engineer, involving developments in the town limits and extraterritorial jurisdiction (Vargus)

F. EXECUTIVE SESSION: – In accordance with Texas Government Code, Section 551.001, et

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seq., the Town Council will recess into Executive Session (closed meeting) to discuss the following:

1. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Taylor Morrison-South Oak, Northshore; The Villas; Project Garza; Project Nasir; and
2. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Taylor Morrison-South Oak, Northshore; The Villas; Project Garza; Project Nasir.

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

H. ADJOURNMENT

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 5:30 p.m. on Friday, January 12, 2022.



Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



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

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

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

LAKEWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

NOVEMBER 17, 2022

Council Members:

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

Town Staff:

Linda Ruth, TRMC, CMC – Town Administrator/Town Secretary
W. Andrew Messer – Town Attorney

SPECIAL SESSION - 6:00 P.M.

With a quorum of the Council Members present, Mayor Vargus called the Special Meeting of the Town Council to order at 6:00 p.m. on Thursday, November 17, 2022, 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 citizen comment on the critical water emergency.

No one requested to speak.

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

CONSENT AGENDA:

(Agenda Item D)

1. Minutes of October 13, 2022 Council Meeting (Ruth)
2. Land Use Agreement with Little Elm Independent School District (Ruth)
3. Ratification of Authorization for Sawko & Burroughs to File Suit for Unpaid Taxes (Ruth)
4. Contract with MuniBilling for South Oak Utility Billing (Bushong)
5. Point Bank Depository Agreement Rate Extension (Ruth)

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Mayor Pro-Tem West the 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 Appointments and
Reappointments to the Municipal
Development District Board (Ruth)**

(Agenda Item E.1)

Council discussed appointing Barry Burkhardt, Lynn Burkhardt, and Sheryl France to the board of directors.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded Councilman Farage voted five (5) “ayes”, no (0) “nays” to appoint Barry Burkhardt, Lynn Burkhardt, and Sheryl France to the Municipal Development District Board of Directors. *The motion carried.*

**Update on Critical Water Emergency
(Vargus)**

(Agenda Item E.2)

Mayor Vargus reported the wells are running and the tanks are full. Mayor Vargus reported the pre-construction meeting with the well drillers will take place on December 1st.

**Consideration of Contract Amendment with
Republic Waste Services (Vargus)**

(Agenda Item E.3)

No action was taken on this item.

**Consideration of Subdivision Ordinance
(Vargus)**

(Agenda Item E.4)

Mayor Vargus reviewed the ordinance requiring a pre-submittal meeting, adoption of the Little Elm drainage requirements, and adopting construction standards that are more specific than the standards Lakewood Village currently has in place. Early next year, the council will do a comprehensive review of the subdivision regulations.

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

**Consideration of Health and Food Safety
Ordinance (Ruth)**

(Agenda Item E.5)

Town Administrator Ruth reviewed the ordinance and reported on requirements for inspections of food service establishments.

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

**Discussion of Water and Wastewater Capital
Improvement Projects (Vargus)**

(Agenda Item E.6)

Mayor Vargus reported all projects are underway. There was some discussion about interest received on the bond funds.

**Consideration of Consolidated Fee Ordinance
(Bushong)**

(Agenda Item E.7)

Councilman Bushong reviewed the proposed ordinance. He reviewed the inspection rates for pool barriers for replacement or repair. Councilman Bushong reviewed the addition of utility rates for South Oak subdivision. There was some discussion about adjusting the utility consumption rate tiers. Council discussed adding an additional tier for water consumption of 20,000 gallons to 35,000 gallons each month.

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

**Consideration of Northshore Preliminary Plat
Submittal (Ruth)**

(Agenda Item E.8)

There was some discussion.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded Councilwoman Lepley, council voted five (5) “ayes”, no (0) “nays” to deny the Northshore Lakewood Village Preliminary Plat dated November 11, 2022 due to failure to comply with Town Ordinance 20-05 Subdivision Regulations 6.2.C.1. *The motion carried.*

EXECUTIVE SESSION:

(Agenda Item F)

At 6:18 p.m. Mayor Vargus recessed into executive session in accordance with

1. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Taylor Morrison-South Oak, Project Lakewood Village Partners, Project Slade Rock, Project Lightning Bolt; and
2. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Taylor Morrison-South Oak, Project Lakewood Village Partners, Project Slade Rock, and Project Lightning Bolt.

RECONVENE:

(Agenda Item G)

Mayor Vargus reconvened the regular session at 6:30 p.m.

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

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Meeting of the Lakewood Village Town Council at 6:30 p.m. on Thursday November 17, 2022. The motion carried.

These minutes were approved by the Lakewood Village Town Council on the 11th day of January 2023.

APPROVED:

Darrell West
Mayor Pro-Tem

ATTEST:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



STATE OF TEXAS
COUNTY OF DENTON; WHEREAS I, George P. Stuyck am the owner of that certain lot, tract, or parcel of land situated in the C. C. King Survey Abstract Number 719 in the Town of Lakewood Village, Denton County, Texas, being all of Lots 4 and 5, Block D, Lakewood Village, an addition to the Town of Lakewood Village, Denton County, Texas according to the plat thereof recorded in Volume 4, Page 58, (now held in Cabinet J, Page 67) Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod found for corner in the south line of Lakecrest Drive, a public roadway having a right-of-way of 60.0 feet, said point being the northwest corner of Lot 6 in said Lakewood Village;

THENCE S 10° 15' 18" W, 120.52 feet with the west line of said Lot 6 to an iron rod found for corner in the north line of Lot 20 in said Block D of said Lakewood Village;

THENCE N 82° 38' 45" W, 63.46 feet with said north line of said Lot 20 and with Lot 21 in said Block D to a capped iron rod marked RPLS 4561 set for corner;

THENCE S 89° 22' 27" W, 70.74 feet with said north line of said Lot 21 to a point in a power pole for corner, said point being the northeast corner of Lot 22 in said Block D of said Lakewood Village and being the southeast corner of Lot 3 in said Block D of said Lakewood Village;

THENCE N 00° 45' 36" W, 120.16 feet with the east line of said Lot 3 to a one-inch diameter iron rod found for corner in said south line of said Lakecrest Drive, said point being the northeast corner of said Lot 3;

THENCE N 89° 48' 10" E, 46.44 feet with said south line of said Lakecrest Drive to a one-inch diameter iron rod found for corner;

THENCE along the arc of a curve to the right having a central angle of 10° 55' 00", a radius of 581.66 feet, an arc length of 110.82 feet whose chord bears S 85° 18' 00" E, 110.66 feet with said south line of said Lakecrest Drive to the PLACE OF BEGINNING and containing 0.402 acre of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT I, the aforesaid do hereby adopt this plat designating the herein above tract as LOT 4-A, BLOCK D, LAKEWOOD VILLAGE, amending Lots 4 and 5, Block D, Lakewood Village, an addition to the City of Lakewood Village, Denton County, Texas, and do hereby dedicate to the public use forever all utility easements, drainage easements, and streets as shown hereon. All and any public utilities shall have the full right to remove and keep removed all growths which may endanger or interfere with the construction, maintenance, or efficiency of its respective system on the utility easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at anytime of procuring the permission of anyone.

WITNESS MY HAND this ____ day of _____, 2023

George P. Stuyck

STATE OF TEXAS
COUNTY OF DENTON:
This instrument was acknowledged before me on _____, 2023 by George P. Stuyck.

NOTARY PUBLIC
STATE OF TEXAS

CERTIFICATE OF APPROVAL

This plat has been submitted to and considered by the Planning and Zoning Commission of the Town of Lakewood Village, Texas, and is hereby approved by such Commission.

Dated this _____ day of _____ A. D. 2023
By the Planning and Zoning Commission, Town of Lakewood Village

Chairperson, Planning and Zoning Commission

ATTEST

Town Secretary

CERTIFICATE OF APPROVAL
By the Town Council, City of Lakewood Village

Dated this _____ day of _____ A. D. 2023

Mayor, Town of Lakewood Village

ATTESTED

Town Secretary

CERTIFICATE OF SURVEYOR

I, the undersigned, a registered professional land surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Jerald D. Yensan
Registered Professional Land Surveyor No. 4561

OWNER/DEVELOPER
GEORGE P. STUYCK
416 LAKECREST DRIVE
LAKEWOOD VILLAGE, TX 75068

SURVEYOR
LANDMARK SURVEYORS
4238 I-35 N
DENTON, TEXAS 76207
(940) 382-4016

FINAL AMENDING PLAT
LOT 4-A, BLOCK D OF LAKEWOOD VILLAGE
AMENDING LOTS 4 AND 5, BLOCK D OF
LAKEWOOD VILLAGE
BEING 0.402 ACRE IN THE C.C. KING SURVEY A-719
CITY OF LAKEWOOD VILLAGE, DENTON COUNTY, TEXAS

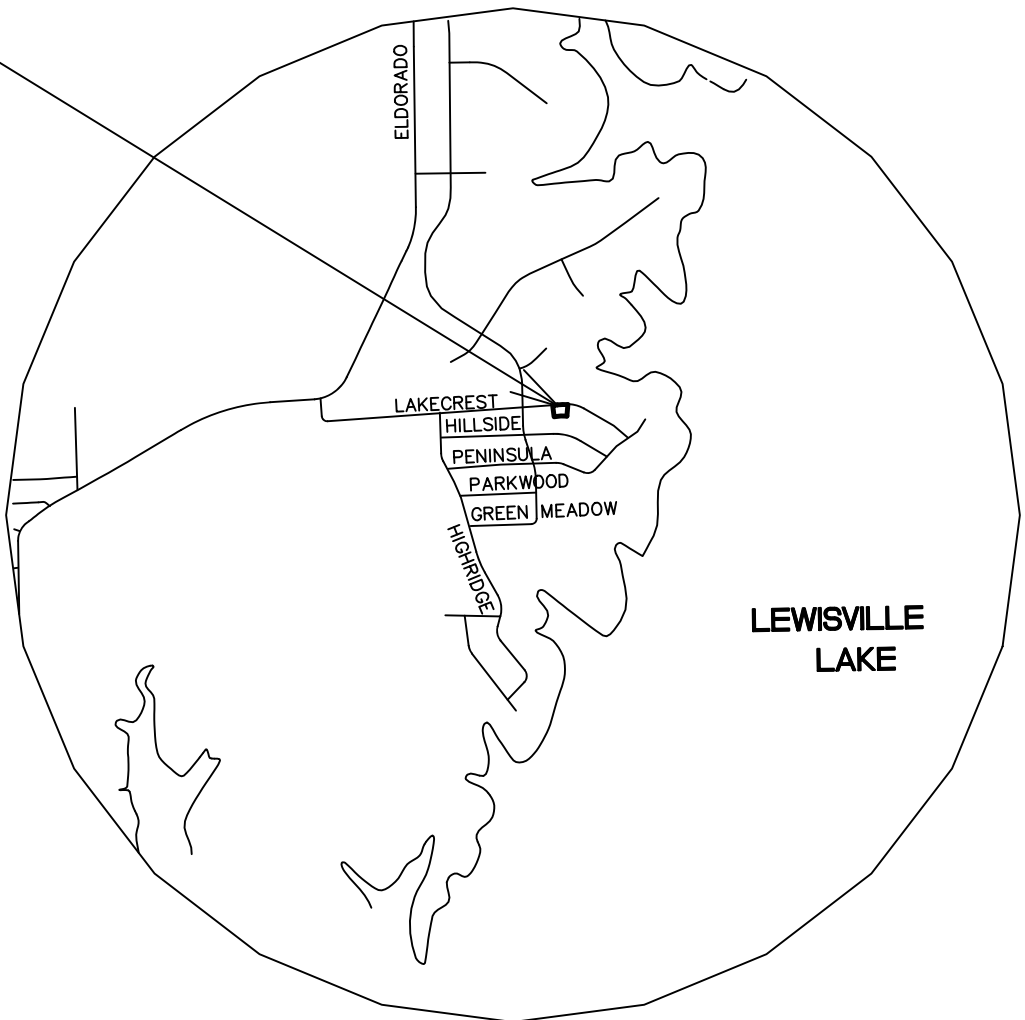
4238 I-35 NORTH
DENTON, TEXAS 76207
(940) 382-4016
FAX (940) 387-9784
TX FIRM REGISTRATION NO. 10098600
DRAWN BY: BTH SCALE: 1"=20' DATE: 17 NOVEMBER, 2022 JOB NO: 226582

LEGEND
B.L. = BUILDING LINE
D.E. = DRAINAGE EASEMENT
F.I.R. = FOUND IRON ROD
S.I.R. = SET CAPPED 1/2" RPLS 4561 IRON ROD
P.U.E. = PUBLIC UTILITY EASEMENT
P.A.E. = PUBLIC ACCESS EASEMENT
U.E. = UTILITY EASEMENT
W.E. = WATER EASEMENT

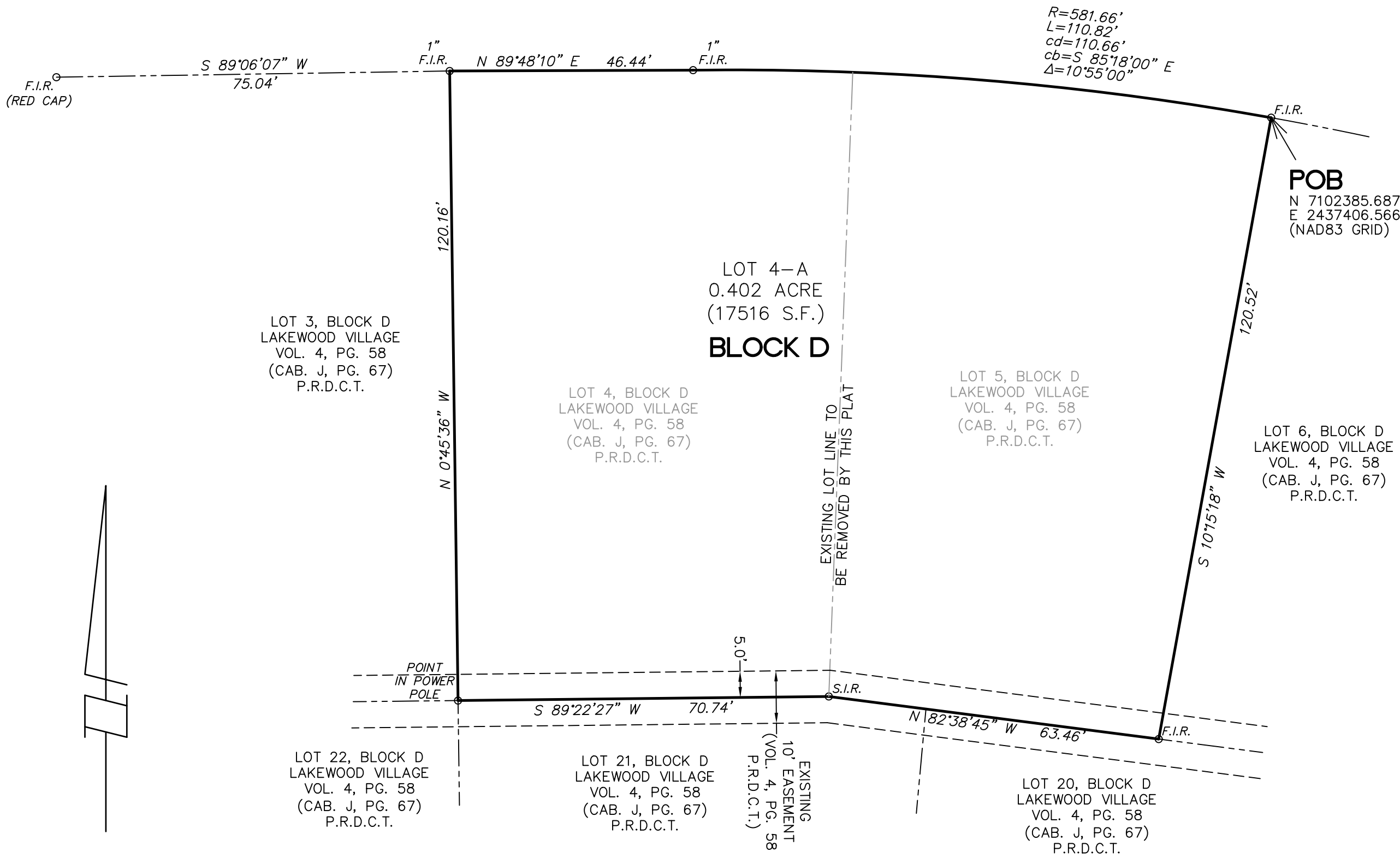
NOTES:
1. PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THEREFORE, THERE MAY EXIST ENCUMBRANCES WHICH AFFECT THE PROPERTY NOT SHOWN HEREON.
2. Basis of Bearing is the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983, as determined from GPS observations.



VICINITY MAP
SCALE 1" = 2000'



PROJECT LOCATION





February 8, 2022

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

RE: Review of the Preliminary Plat for
North Shore at Lakewood Village

Dear Dr. Vargus:

We have completed our review of the initial submittal of the Preliminary Plat for the above referenced project. The Preliminary Plat was received via email for review on January 25, 2022.

An approval of the preliminary plat with conditions is recommended. The following comments are based on the requirements outlined in the Town of Lakewood Village Subdivision and Zoning Ordinances. Additional comments may be offered on future submittals after these are addressed and the preliminary plat is more complete.

Comments are as follows:

1. Offsite water and wastewater facilities to be provided by the proposed development. It will be the developer's responsibility to acquire all necessary off-site easements by separate instrument.
2. Loop water lines at Camden Court, Clearwater Drive, and North Shore Trail.
3. Increased storm water runoff attributable to new development shall not cause impacts to adjoining, upstream or downstream properties. Impacts are defined as an increase in runoff between pre and post development. Verify that proposed development will not increase runoff or provide control measures.

A detailed review of the roadway, wastewater and drainage facilities shown will be completed at time of construction drawing submittal. The adequacy of the design work reflected in the plans reviewed remains with the design engineer and that the responsibility to adhere to all applicable ordinances and codes remains as well.

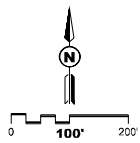
Should you have any questions or comments, please do not hesitate to contact me at 469.301.2592 or by email at todd.strouse@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

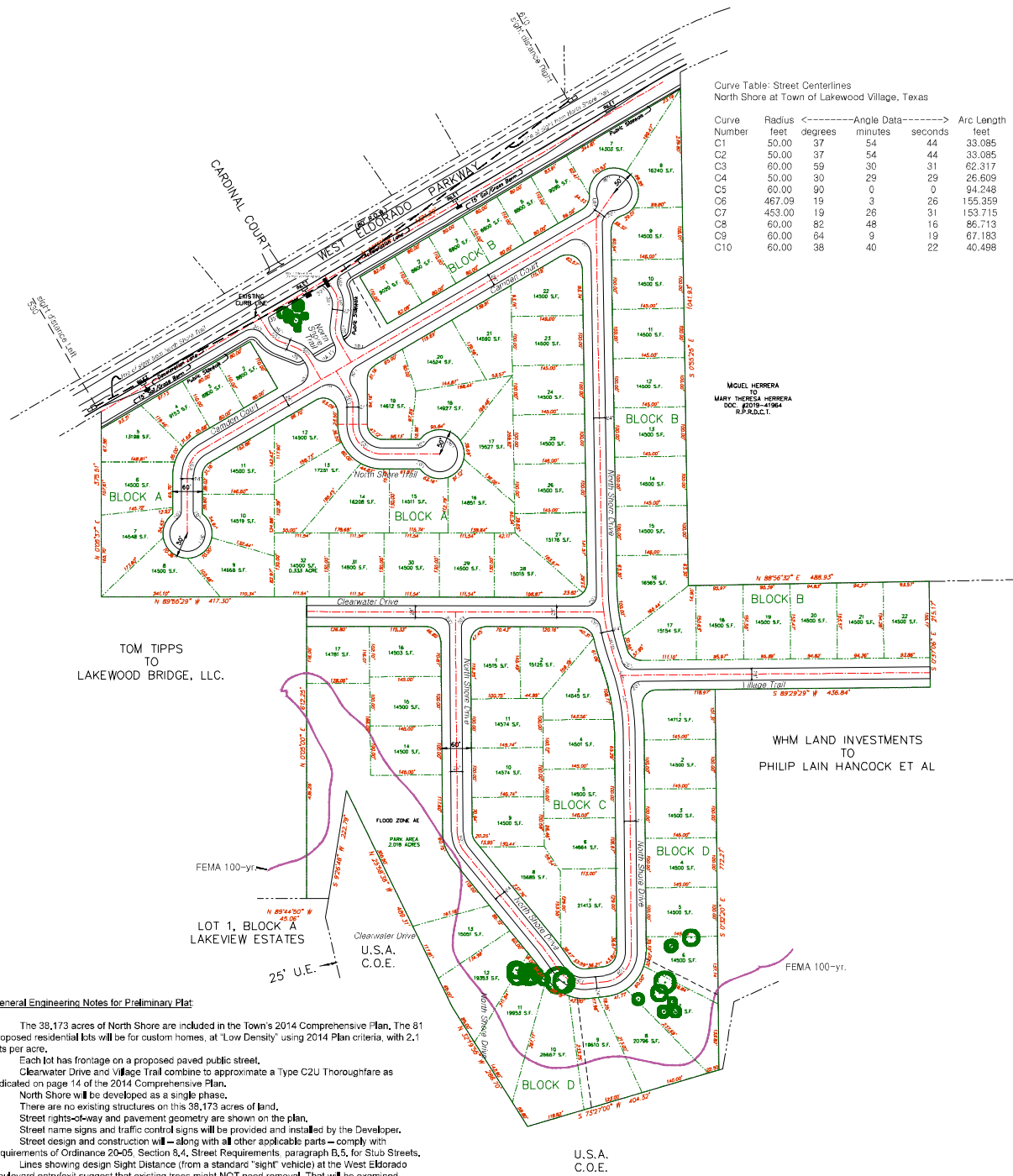
A handwritten signature in blue ink, appearing to read 'T. Strouse, P.E.', with a stylized flourish.

Todd L. Strouse, P.E.



Legend

● Large Existing Tree



Curve Table: Street Centerlines
North Shore at Town of Lakewood Village, Texas

1/8/22

Curve Number	Radius feet	Angle degrees	minutes	seconds	Arc Length feet	Chord Length feet
C1	50.00	37	54	44	33.085	32.484
C2	50.00	37	54	44	33.085	32.484
C3	60.00	59	30	31	62.317	59.554
C4	50.00	30	29	29	26.609	26.296
C5	60.00	90	0	0	94.248	84.853
C6	467.09	19	3	26	155.359	154.844
C7	453.00	19	28	31	153.715	152.978
C8	60.00	82	48	16	86.713	79.361
C9	60.00	64	9	19	67.183	63.728
C10	60.00	38	40	22	40.498	39.734

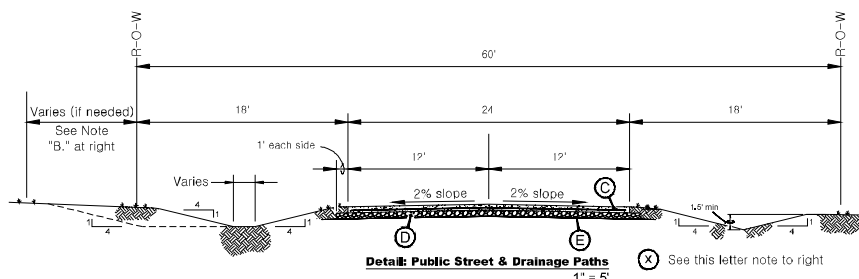
MIGUEL HERRERA
TO
MARY TERESA HERRERA
DOC. #2019-41964
B.F.A.D.C.T.

TOM TIPS
TO
LAKEWOOD BRIDGE, LLC.

WHM LAND INVESTMENTS
TO
PHILIP LAIN HANCOCK ET AL

General Engineering Notes for Preliminary Plat

- The 38,173 acres of North Shore are included in the Town's 2014 Comprehensive Plan, The 81 proposed residential lots will be for custom homes, at "Low Density" using 2014 Plan criteria, with 2.1 lots per acre.
- Each lot has frontage on a proposed paved public street.
- Clearwater Drive and Village Trail combine to approximate a Type C2U Thoroughfare as indicated on page 14 of the 2014 Comprehensive Plan.
- North Shore will be developed as a single phase.
- There are no existing structures on this 38,173 acres of land.
- Street rights-of-way and pavement geometry are shown on the plan.
- Street name signs and traffic control signs will be provided and installed by the Developer.
- Street design and construction will be along with all other applicable parts - comply with requirements of Ordinance 20-05, Section 3.4, Street Requirements, paragraph B.5, for Sub Streets.
- Lines showing design Sight Distance (from a standard "sight" vehicle) at the West Eldorado Boulevard entry/exit suggest that existing trees might NOT need removal. That will be examined adequately during final design.



Notes:

- This is cross-section of standard street right-of-way, pavement components and roadside ditches.
- Along most of the 60' wide street rights-of-way 100-year design flows will be contained in typical V-bottom roadside ditches. Some zones need flat-bottom ditch along one side for adequate capacity; at those zones the expanded grading & ditch area will be contained within a Public Drainage Easement dedicated on the Final Plat and defined on the construction plans.
- 6" thick, 4,000 psi Portland Cement Concrete, reinforced with #4 @ 18" OCEW.
- D. 6" thick TxDOT Type A, Grade 1 crushed rock flexible base course.
- E. Single layer TxDOT Type 1 DMS 6200 filter fabric, with 30" minimum edge overlaps.

Scale: 1" = 100'
Date: 01-25-2022
Rev.:

Preliminary Plat: Streets North Shore at Lakewood Village Town of Lakewood Village, Texas

BRIAN BURKE, P.E.
Texas Engineering Firm F-374
P.O. Box 671
Mason, Texas 76856
979-451-1596
TreGaelme@gmail.com

SHEET
1
of 5



INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between The Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member").

I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a purchasing cooperative; and

WHEREAS, the Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing 60 days notice, then this Agreement will be deemed an Amendment by Notice, which will be effective on the 61st day that the Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.

3. **Termination.**

- (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to the Cooperative and any vendor have been fully paid.
- (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
 - (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or
 - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.
- (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will neither be entitled to a refund of any membership dues paid nor a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.**

- (a) The Cooperative Member agrees to pay membership fees as may be required by the Cooperative. The Cooperative will provide the Cooperative Member with 60 days prior written notice of any change in the membership fee before such fee becomes effective. Membership fees are payable by Cooperative Member within 30 days of receipt of an invoice from the Cooperative or its designee, unless otherwise provided by law. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, *et seq.*, Texas Government Code, shall begin to accrue daily on the 46th day following the due date and continue to accrue until the membership fees and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
- (b) In addition to membership fees, the Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Trustees. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Trustees, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Trustees. Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc. and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of the BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. Cooperative Member will use the BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.

3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
 - (a) It meets the definition of “Local Government” or “State Agency” under the Interlocal Cooperation Act (“Act”), Chapter 791 of the Texas Government Code.

- (b) The functions and services to be performed under the Agreement will be limited to “Administrative Functions” as defined in the Act, which includes purchasing.
- (c) It possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
- (d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
- (e) All requirements – local or state – for a third party to approve, record or authorize the Agreement have been met.

11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC., TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:

- (a) Neither party waives any immunity from liability afforded under law;
- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member’s membership fee and purchase activity, within 24 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney’s fees pursuant to Section 271.159 of the Texas Local Government Code.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative’s servicing contractor, endorsers and sponsors (including, but not limited to, the Texas Association of School Boards, Inc., Texas Association of Counties, Texas Municipal League, and educational service centers) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member’s membership fee and purchase activity, within 24 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the BuyBoard Administrator, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE COOPERATIVE:

The LOCAL GOVERNMENT PURCHASING COOPERATIVE,
as acting on behalf of all other Cooperative Members

By: _____
Dan Troxell, Ph.D., Secretary

Date: _____

TO BE COMPLETED BY COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

Town of Lakewood Village
(Name of Local Government)

By: _____ Date: 01/12/2023
Signature of authorized representative of Cooperative Member

Dr. Mark E. Vargus, Mayor
Printed name and title of authorized representative

Coordinator (Program Contact) for the Cooperative Member is:

Linda Ruth
Name

Town Administrator/Town Secretary
Title

100 Highridge Drive
Mailing Address

Lakewood Village
City

Texas, 75068
(zip)

972-294-5555
Telephone

linda@lakewoodvillagetx.us
Email



BOARD RESOLUTION

of

Town of Lakewood Village
(Name of Local Government)

Cooperative Member

WHEREAS, the above-named entity (hereinafter “Cooperative Member”) desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (“Act”) and has elected to be a Cooperative Member in The Local Government Purchasing Cooperative (hereinafter “Cooperative”), a local government purchasing cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, *et seq.*, of the Texas Local Government Code;

WHEREAS, the Cooperative Member, is of the opinion that participation in the Cooperative’s purchasing program will be highly beneficial through the efficiencies and potential savings to be realized; and

WHEREAS, the Cooperative Member has reviewed the Interlocal Participation Agreement (“Agreement”) and seeks to adopt such Agreement in order to become a member of, and participate in, the Cooperative;

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Trustees hereby adopts the above-referenced Agreement as presented, thereby becoming a member of The Local Government Purchasing Cooperative; and

2. The Board of Trustees of the Cooperative Member authorizes its Board President, Superintendent or the Superintendent’s designee to execute the Interlocal Participation Agreement which includes the adoption and approval of the Organizational Interlocal Agreement previously executed and adopted by two or more local governments.

PASSED AND ADOPTED at a meeting of the Board as of the following date:

January 12, 2022.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

Investment Report 12/31/22

Depository - Point Bank

	30-Sep-22	31-Dec-22	
General Fund	\$14,724	\$18,698	
General Fund Reserve	\$38,564	\$51,326	
Tax	\$82	\$14,757	49%
Total Unrestricted	\$53,370	\$84,781	
Utility Fund	\$29,504	\$36,602	**
Utility Fund Reserve	\$150,550	\$50,556	
Credit Card Account	-	-	
Rocky Point Operating	\$1,551	\$3,312	
Rocky Point Reserve	\$17,903	\$20,080	
TOTAL Proprietary	\$199,508	\$110,550	
Debt Servicing	\$115	\$159,417	
MDD	\$43,859	\$50,187	
TOTAL Depository Funds	\$296,852	\$404,935	

TexPool Prime

	30-Sep-22	31-Dec-22
General Reserve	\$1,479,223	\$1,909,942
Utility Reserve	\$201,607	\$370,654
TOTAL	\$1,680,830	\$2,280,596
<i>Yield</i>	3.16%	4.53%

Grand Totals

30-Sep-22	31-Dec-22
\$1,977,682	\$2,685,531

** Actual \$148,908. UF Bond Payment \$112,306 deducted

2020 CO First Call - Feb 2027 - \$3,971,175

Debt Servicing

Bond Payments Due in 2023

GF Series 2014	-
GF Series 2020	\$153,088 - Feb 1
	\$76,212 - Aug 1
UF Series 2022	\$112,306 - Feb 1
	\$86,806 - Aug 1
TOTAL	\$428,412

3.16%

3.178%

Budgeted I&S \$323,000

GF Series 2020 Payments

2024	\$225,550
2025	\$343,675
2026	\$339,575

FYE 9/30/24

UF Series 2022 Payments

2024	\$198,113
2025	\$309,813
2026	\$309,113

FYE 9/30/24