

AMENDED



LAKEWOOD VILLAGE TOWN HALL 100 HIGHRIDGE DRIVE LAKEWOOD VILLAGE, TEXAS TOWN COUNCIL MEETING JANUARY 13, 2022 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. 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 10, 2021 Council Meeting (Ruth)
2. Minutes of November 17, 2021 Council Meeting (Ruth)
3. Minutes of December 9, 2021 Council Meeting (Ruth)
4. Minutes of December 13, 2021 Council Meeting (Ruth)
5. Engagement letter with Standard & Poors (Ruth)
6. Rate Depository Agreement with Point Bank (Ruth)
7. Variance Request for Front Yard Fence at 820 Carrie Lane (Ruth)

D. REGULAR AGENDA:

1. Consideration of Preliminary Plat from First Texas Homes (Vargus)
2. Consideration of Engineering Task Order for Ground Storage Tank (Vargus)
3. Consideration of Engineering Task Order for Trinity Aquifer Well (Vargus)
4. Consideration of Consolidated Fee Ordinance (Vargus)
5. Discussion of Extended Water Emergency Ordinance (Vargus)
6. Discussion of Short-Term Rental Ordinance (Vargus)
7. Investment Report (Vargus)

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

1. § 551.071(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
2. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Sanctuary at Sunset Cove, Project Lakewood Village Partners; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Sanctuary at Sunset Cove, Project Lakewood Village Partners.

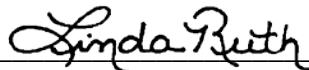
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F. RECONVENE: Reconvene into regular session and consideration of action, if any, on items discussed in executive session.

G. 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 7, 2022.

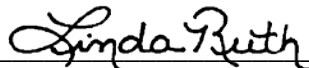


Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



REPOSTED AMENDED AGENDA: Added Agenda Item C.7. No additional changes made.

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 4:00 p.m. on Monday, January 10, 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 10, 2021

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

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 Wednesday, November 10, 2021, 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.

MDD President Linda Loudon reminded the audience about the Chili Cookoff and Fall Festival this coming weekend, November 13th. President Loudon reported that the Christmas tree decorating will be held, and the Fire department will drive

VISITOR/CITIZENS FORUM:

(Agenda Item B)

No one requested to speak

CONSENT AGENDA:

(Agenda Item C)

Eric Hancock, 2340 W. Sherman Drive, Aubrey, TX, spoke and requested council remove the September 9, 2021, minutes and not approve them because they do not fully reflect his comments.

1. Minutes of September 4, 2021 Council Meeting (Ruth)
2. Minutes of September 9, 2021 Council Meeting (Ruth)

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3. Minutes of September 21, 2021 Council Meeting (Ruth)
4. Resolution Regarding Opioid Abatement and Settlement (Ruth)
5. Resolution Accepting Annexation Petition (Ruth)

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 consent agenda items as presented. *The motion carried.*

REGULAR AGENDA:

(Agenda Item D)

**Discussion of Fire/Emergency Medical
Services Updates and Report, Fire Chief
Rust (Ruth)**

(Agenda Item D.1)

Mayor Vargus introduced Fire Chief Rust. Chief Rust reported the Little Elm Fire Department is in the planning stages to build a 4th fire station. The closest fire station is 4.4 miles from Lakewood Village Town Hall, but all the fire stations serve Lakewood Village. Chief Rust reported the Little Elm Fire Department has recently changed from the Denton County Sheriff’s Office to the City of Denton for dispatching services. Chief Rust reviewed the benefits of running dispatch through the City of Denton. There was some discussion about the new GIS mapping software and automation of dispatching. Chief Rust reported that any calls made from a landline would still be routed to Denton County Dispatch and any of the calls made using a cell phone will be directed to City of Denton Dispatch. Chief Rust reported that a fire engine responds along with an ambulance on each medical call due to staffing. All fire fighters with Little Elm are also paramedics so all calls receive the full attention of the five firefighter/paramedics on staff. Chief Rust reported Little Elm has a rating of ISO 1 which is a third-party evaluation of the effectiveness and response rates of the fire department. An ISO 1 rating allows homeowners to receive a lower insurance rate. Chief Rust reviewed lock-out vs lock-in calls. The fire department will not respond to lock-out calls (people who lock their keys in a vehicle), but they do response to lock-in calls (a child or pet locked in a vehicle). Chief Rust reviewed the monthly report including response time.

**Consideration of Amendment of Development
Agreement with Sam Hill and Little Elm
Independent School District (Vargus)**

(Agenda Item D.2)

Mayor Vargus reported this would be considered at the next council meeting.

No action was taken

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**Consideration of Amendment of Development
Agreement with Corson and Cramer
(Vargus)**

(Agenda Item D.3)

Mayor Vargus reported Taylor Morrison has requested a few amendments to the development agreement regarding utilities. The document has been extensively reviewed by the attorneys and the Public Improvement District consultant. Mayor Vargus reported no changes in the documents effect the finances, the changes are limited to administrative amendments.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to approve the substantially final form of the First Amendment to the Development Agreement subject to the final sign-off by the Mayor on any minor changes. *The motion carried.*

**Consideration of Resolution Accepting
Concrete Roads from Ed Bell Construction
(Vargus)**

(Agenda Item D.4)

Mayor Vargus reported the acceptance of the roads initiates the warranty period of two years.

MOTION: Upon a motion made by Councilman Bissonnette and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to approve the resolution accepting Phase 2 of the concrete road project from Ed Bell Construction. *The motion carried.*

**Consideration of Authorizing the Mayor for a
Capital Expenditure for Wastewater
Equipment and Related Budget Amendment
(Vargus)**

(Agenda Item D.5)

Mayor Vargus reported this will not be considered at this meeting. The adopted budget did not provide for capital expenditures, but the Public Works department is considering purchasing a vac-truck for clearing sewer lines. A vac-truck has been regularly rented but purchasing the equipment would allow the town flexibility as the truck has multiple uses.

No action was taken.

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Discussion of Redistricting (Vargus)

(Agenda Item D.6)

Mayor Vargus reported the census data has been posted and it has triggered redistricting. The state has created District 57 which is an area for a new state representative over Lakewood Village. The county commissioners have four precincts. Denton County proposed that Lakewood Village be moved to Precinct 2 which includes Carrollton, Frisco and other much larger municipalities. Mayor Vargus spoke at a Denton County Commissioners court against moving Lakewood Village into Precinct 2. Denton County Commissioners court adopted a modified map which kept Lakewood Village in Precinct 1.

EXECUTIVE SESSION:

(Agenda Item E)

At 7:49 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 re: Development agreements, development and zoning standards; and
2. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt
4. § 551.076 Texas Government Code to wit: deliberations about Security Devices

RECONVENE:

(Agenda Item F)

Mayor Vargus reconvened the regular session at 8:55 p.m. *No action was taken.*

ADJOURNMENT

(Agenda Item G)

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 8:55 p.m. on Thursday November 10, 2021. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 13th day of January 2022.

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APPROVED:

Darrell West
MAYOR PRO-TEM

ATTEST:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary

LAKEWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

NOVEMBER 17, 2021

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
Todd Strouse – Town Engineer
Brittany Shake – Assistant Engineer

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, November 17, 2021 at 260 E. Davis Street, Unit 100, 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 receive a report, hold a discussion, conduct public hearing on an Ordinance annexing property, as requested by the owner, presently located within the extraterritorial jurisdiction of Lakewood Village, Texas; providing for amending of the Official Town Map; providing for municipal services; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and

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regulations of the Lakewood Village, Texas; and providing for other matters related thereto for the following property of 0.0057 acres of Denton County Parcel 205956, Lot 1 of Cardinal Ridge Estates

No one requested to speak.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilwoman Lepley, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:02 p.m. *The motion carried.*

PUBLIC HEARING

(Agenda Item D)

A public hearing was held to receive a report, hold a discussion, conduct public hearing on an Ordinance annexing property, as requested by the owner, presently located within the extraterritorial jurisdiction of Lakewood Village, Texas; providing for amending of the Official Town Map; providing for municipal services; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the Lakewood Village, Texas; and providing for other matters related thereto for the following property of lots 55 through 67 and 94 of Rocky Shore, and subdivision to Denton County, Texas, according to the amended plat thereof recorded in Volume 2, page 172 of the Plat Records of Denton County.

No one requested to speak.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:02 p.m. *The motion carried.*

EXECUTIVE SESSION:

(Agenda Item E)

At 7:02 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 re: Development agreements, development and zoning standards; and
2. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt

RECONVENE:

(Agenda Item F)

Mayor Vargus reconvened the regular session at 9:34 p.m. No action was taken.

REGULAR AGENDA:

(Agenda Item G)

**Consideration of Amendment of
Development Agreement with Sam Hill and
Little Elm Independent School District
(Vargus)**

(Agenda Item G.1)

Mayor Vargus reviewed the proposed development amendment changes. Mayor Varus reviewed the revised exhibits, oversizing of lines, locking in of building permit and related fees, impact fees, tap fees, and other minor changes.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to approve the amendment to the development agreement subject to the final sign-off by the Mayor on any minor changes. *The motion carried.*

**Consideration of Variance Request for Front
Facing Garage at 710 Meadow Lake (Vargus)**

(Agenda Item G.2)

Mayor Vargus reported the original home was built prior to incorporation of the town which is how it was built with a flat roof. They are going to be changing the roofline and adding to the house but they need a variance for the new front facing garage. The consensus was the changes will enhance the value of the house and make it fit in with the neighboring houses.

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to approve the variance request for a front facing garage at 710 Meadow Lake. *The motion carried.*

**Consideration of Resolution Accepting
Annexation Petition (Ruth)**

(Agenda Item G.3)

Mayor Vargus reviewed the annexation process.

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

**Consideration of Kimley Horn Task Order
for Eldorado Master Plan (Vargus)**

(Agenda Item G.4)

MOTION: Upon a motion made by Councilman Farage and seconded by Councilwoman Lepley, council voted five (5) “ayes”, no (0) “nays” to authorize the mayor to execute the engineering task order, with the exception of task #3 (video) for the Eldorado Master Plan. *The motion carried.*

ADJOURNMENT

(Agenda Item G)

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Councilman Bissonnette 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 10, 2021. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 13th day of January 2022.

APPROVED:

Darrell West
MAYOR PRO-TEM

ATTEST:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary

LAKEWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

DECEMBER 9, 2021

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

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, December 9, 2021, at 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 receive a report, hold a discussion, conduct public hearing on an Ordinance annexing property, as requested by the owner, presently located within the extraterritorial jurisdiction of Lakewood Village, Texas; providing for amending of the Official Town Map; providing for municipal services; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the Lakewood Village, Texas; and providing for other matters related thereto for the following property of 0.0057 acres of Denton County Parcel 205956, Lot 1 of Cardinal Ridge Estates

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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 7:02 p.m. *The motion carried.*

PUBLIC HEARING

(Agenda Item D)

A public hearing was held to receive a report, hold a discussion, conduct public hearing on an Ordinance annexing property, as requested by the owner, presently located within the extraterritorial jurisdiction of Lakewood Village, Texas; providing for amending of the Official Town Map; providing for municipal services; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the Lakewood Village, Texas; and providing for other matters related thereto for the following property of lots 55 through 67 and 94 of Rocky Shore, and subdivision to Denton County, Texas, according to the amended plat thereof recorded in Volume 2, page 172 of the Plat Records of Denton County.

No one requested to speak

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:06 p.m. *The motion carried.*

REGULAR AGENDA:

(Agenda Item E)

**Consideration of Ordinance annexing
approximately 0.0057 acres of Denton
County Parcel 205956, Lot 1 of Cardinal
Ridge Estates (Vargus)**

(Agenda Item E.1)

Mayor Vargus reviewed the request for annexation.

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 ordinance annexing approximately 0.0057 acres of Denton County Parcel 205956, Lot 1 of Cardinal Ridge Estates. *The motion carried.*

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**Consideration of Ordinance annexing lots 55
through 67 and 94 of Rocky Shore (Vargus)**

(Agenda Item E.2)

Mayor Vargus reviewed the request for annexation.

MOTION: Upon a motion made by Councilman Farage and seconded by Councilman Bissonnette, council voted four (4) “ayes”, one (1) “nays” (Councilman Bushong) to approve the ordinance annexing lots 55 through 67 and 94 of Rocky Shore. *The motion carried.*

**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 E.3)

Mayor Vargus introduced Mr. Andrew Friedman the town’s financial advisor. Mayor Vargus reported the dollar amount, \$20,000,000 in the resolution in the packet was a “place-holder”. After reviewing the project with the engineer, it was determined the amount to be borrowed will be closer to \$10,000,000. Mayor Vargus reported the current wastewater plant will be expanded to triple the current size. Town Administrator, Linda Ruth, has been in touch with the Witt family, and they have tentatively agreed to swap the land from the area in front of the sewer plant to the waterfront lot north of the sewer plant. This will allow for expansion of the sewer plant and protect lake access for citizens in the future. A 10-year build-out goal was discussed. There was some discussion about the need to have an additional 250,000 gallon ground storage water tank at the existing water plant. Mayor Vargus discussed the urgent need to drill a new well to replace the well that went down in October. At build-out the town needs to have 500 gallons per minute capacity. A Trinity aquifer well is the only viable option that will provide enough gallons per minute. Mr. Friedman reported the action council will take tonight is simply issuing notice and setting a date for a public hearing. The council is not obligated to take on any debt with the vote tonight. The bonds will likely be 20-year notes with a 10-year call option. Mayor Vargus reported the structure of the payments will be weighted more heavily in later years as more houses are built creating a very cost-effective payment stream. Mr. Friedman reported the Town of Lakewood Village has a bond rating of AA- which is a high rating. Mr. Friedman reported that issuing certificates of obligation allows the town more flexibility than revenue bonds. Issuing revenue bonds would require the town to set utility rates at a much higher level. Mr. Friedman reported the action tonight starts a 46-day clock which would make the council eligible to take action to issue bonds on February 10, 2022. Mayor Vargus reported the Public Improvement District for the development in the extra territorial jurisdiction will reimburse the town for their portion of the

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required improvements. Mr. Friedman reviewed the way a credit rating is determined prior to selling bonds.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to approve the resolution authorizing publication of notice of intention to issue certificates of obligation as amended. *The motion carried.*

**Consideration of Resolution to Vote for a
Candidate for the Denton Central Appraisal
District Board of Directors (Vargus)**

(Agenda Item E.4)

Mayor Vargus reported several people are running for a position on the board of directors at the Denton Central Appraisal District.

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 a resolution casting a vote for David Johnson. *The motion carried.*

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

(Agenda Item E.5)

Mayor Vargus introduced Leigh Collins with Republic Waste Services. Ms. Collins reported the current contract calls for a slight rate increase which are included in the amendment of the contract. Ms. Collins reported the commercial rates included in the contract are the same rates as Oak Point is charged. There was some discussion about the rates charged by CWD in Little Elm being higher than Lakewood Village rates. There was some discussion about franchise fees.

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 amendment of contract with Republic Waste Services. *The motion carried.*

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

(Agenda Item E.6)

Mayor Vargus reported on a few items that need to be updated related to building fees. Mayor Vargus reported that utility rates need to be adjusted to fund the bonds for the required infrastructure construction. Mayor Vargus reviewed rate structures for surrounding municipalities and compared Lakewood Village’s rate structure. Mayor Vargus reviewed his proposal to change

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the base rate and reviewed the breakdown based on meter size. Mayor Vargus proposed changing the franchise fee from a flat rate to a percentage based on consumption. There was some discussion about considering adoption of the changes at the council meeting in January.

MOTION: *No motion was made.*

**Consideration of Variance Request for Front
Yard Gate at 830 Carrie Lane (Ruth)**

(Agenda Item E.7)

Mayor Vargus reviewed the request for a variance. Mayor Vargus reported the property owner originally attempted to build columns in the right-of-way but has moved them onto his property.

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Mayor Pro-Tem West, council voted five (5) “ayes”, no (0) “nays” to approve a variance allowing a five-foot tall vehicle gate at 820 Carrie Lane. *The motion carried.*

EXECUTIVE SESSION:

(Agenda Item F)

At 8:16 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 re: Development agreements, development and zoning standards; and
2. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt

RECONVENE:

(Agenda Item G)

Mayor Vargus reconvened the regular session at 9:34 p.m. No action was taken.

ADJOURNMENT

(Agenda Item H)

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Councilman Bissonnette council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular

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Meeting of the Lakewood Village Town Council at 9:50 p.m. on Thursday
December 9, 2021. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 13th day of January 2022.

APPROVED:

Darrell West
MAYOR PRO-TEM

ATTEST:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary

LAKEWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

DECEMBER 13, 2021

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

SPECIAL SESSION - 6:00 P.M.

With a quorum of the Council Members present, Mayor Vargus called the Regular Meeting of the Town Council to order at 6:00 p.m. on Monday, December 13, 2021, at 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

REGULAR AGENDA:

(Agenda Item C)

**Presentation of the Fiscal Year 2020-2021
Audit (Vargus)**

(Agenda Item C.1)

Mr. Eric Hancock, 2340 W. Sherman Drive, Aubrey, Texas stated concerns he has with the management letter in the independent auditor's report. Mayor Vargus clarified that the management letter is a standardized letter using language required by the American Institute of Certified Public Accountants.

**LAKEWOOD VILLAGE TOWN COUNCIL
REGULAR SESSION
DECEMBER 9, 2021**

Page 2

Mr. Wayne Nabors, Nabors CPA Services reported that he expresses an opinion based on generally accepted accounting practices. Mr. Nabors reported that the town has a fund balance ratio of 51%, or six-months' worth of revenue. A minimum of 25% is recommended. The current ratio of assets to liabilities is 2 to 1, a minimum of 1 to 1 is recommended. Mr. Nabors reported the water and sewer fund is very strong with a current ratio of 6 to 1. Mr. Nabors reported the overall budget variance was \$2,800 which tells him the council did a good job budgeting last year. Mr. Nabors reported the Town has received another "clean" audit opinion. Mayor Vargus reviewed the statement of cash flows for the Utility Fund. Rocky Point had a positive cash flow of \$50,000 for the 2021 fiscal year. The Utility Fund had a positive cash flow of \$146,000. Mayor Vargus reported that new bonds will be issued in early 2022. There was some discussion about the completed road project retainage payable being paid on October 10, 2021. There was some discussion about federal grants and required audits associated with those grants.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilwoman Lepley, council voted five (5) "ayes", no (0) "nays" to accept the financial audit as presented by Mr. Nabors. *The motion carried.*

Discussion of Athletic Fields (Farage)

(Agenda Item C.2)

Councilman Farage reviewed the costs and scope of work for two options for softball fields. Councilman Farage stated that he would approach the Municipal Development District and ask for their participation. This item will be brought back to the council after Councilman Farage meets with the Municipal Development District Board of Directors.

EXECUTIVE SESSION:

(Agenda Item F)

At 6:49 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 re: Development agreements, development and zoning standards; and
2. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Sanctuary at Sunset Cove, Project Left Field, Project Slade Rock, Project Boy Scout, Project Lakewood Village Partners, Project Lightning Bolt

RECONVENE:

(Agenda Item G)

Mayor Vargus reconvened the regular session at 7:22 p.m. No action was taken.

**LAKEWOOD VILLAGE TOWN COUNCIL
REGULAR SESSION
DECEMBER 9, 2021**

Page 3

ADJOURNMENT

(Agenda Item H)

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Councilman Bissonnette council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 7:22 p.m. on Monday December 13, 2021. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 13th day of January 2022.

APPROVED:

Darrell West
MAYOR PRO-TEM

ATTEST:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary

S&P Global Ratings

Michael Abad
michael.abad@spglobal.com
Tel: + 212 438 1973
55 Water Street
New York, NY 10041-0003
Team Email:
USPFEengagementLtrs@spglobal.com
Issue No.: 1702590
Obligor ID : 668555

January 5, 2022

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

Re: *US\$10,000,000 City Of Lakewood Village, Texas, Combined Tax And Limited Pledge Revenue Certificate Of Obligation, Series 2022, dated: March 01, 2022, due: February 01, 2051, Public*

Dear Dr. Vargus,:

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 **\$19,500** 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 if you have any questions or

suggestions about our fee policies. In addition, please visit our web site at 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:

Ms. Danni Breaux, Associate
Samco Capital Markets, Inc.



A Better Way to Bank

January 6, 2022

Town of Lakewood Village

Depository Agreement

PointBank is offering a rate extension on banking services to the Town of Lakewood Village in accordance with the Five year depository services agreement that began January 1, 2018 and ends December 31, 2022. PointBank will pay an average monthly TexPool (Prime); this rate is subject to change and will be adjusted as of the first day of each month for the next 1 year. As of December 31, 2021, the TexPool (Prime) daily net yield average rate was 0.0904% and an Annual Percentage Yield (APY) of 0.0904%.

The rate effective beginning January 1, 2022 will be the average daily net yield as of December 31, 2021 and will apply to each account held at PointBank.

Town of Lakewood Village

PointBank

Signature

Linda Ruth, Town Administrator

Printed Name/Title

1/7/2022

Date

Signature

J. Raymond David, Sr., C E O

Printed Name/Title

Date



VARIANCE REQUEST

100 Highridge Drive
Lakewood Village, TX 75068
(972) 294-5555 Office (972) 292-0812 Fax
linda@lakewoodvillagetx.us

BUILDING DEPARTMENT

REVISED: 10/09/2014

APPLICANT / OWNER

| | |
|--|---------------------------------------|
| Applicant Name <i>Jian Feng</i> | Address <i>820 Carrie Ln 75068</i> |
| Day Time Telephone <i>469-487-4584</i> | |
| Email <i>JFeng@TAMU.EDU</i> | |
| Owner Name Same as Applicant? <input checked="" type="checkbox"/> Yes | Address |
| Day Time Telephone | |
| Email | |

PROPERTY

| | |
|--|-----------------------|
| Address or General Location <i>820 Carrie Ln 75068</i> | |
| Legal Description (If Platted) | |
| Lot Size <input type="checkbox"/> Square Feet OR <input checked="" type="checkbox"/> Acres <i>1.5 AC</i> | Zoning Classification |
| Existing Use of Land and/or Building(s) | |

REQUESTED VARIANCE

| |
|--|
| Variance to Section(s) of the Ordinance <i>Ord 20-02 4.2</i> |
| Current Ordinance Requirement(s) <i>Front yard fence no taller than 3 feet</i> |
| Requested Variance(s) <i>5 foot Tall entrance stone collars with 3.5 4.0 foot tall brick wall + a 3 foot tall entrance pillar (3 feet)</i> |



BUILDING DEPARTMENT

VARIANCE REQUEST

100 Highridge Drive
Lakewood Village, TX 75068
(972) 294-5555 Office (972) 292-0812 Fax
linda@lakewoodvillagetx.us

REVISED: 10/09/2014

SUBMITTAL REQUIREMENTS

If the applicant is not the owner, a letter signed and dated by the owner certifying their ownership of the property and the authorizing the applicant to represent the person, organization, or business that owns the property.

If not platted, a metes and bounds legal description of the property.

A written statement documenting the reason for the variance(s), including evidence that the request complies with the following criteria as required for approval of a variance.

- 1) A unique physical condition exists within or adjacent to the subject tract or structure(s) located thereon which distinguishes it from other similarly situated, and which creates an exceptional hardship, difficulty, or inequity that would result from literal enforcement of the ordinance;
- 2) The condition or characteristic noted above is not caused by an action of the property owner, occupant, or applicant;
- 3) The variance is the minimum amount necessary to allow a reasonable use of the property;
- 4) The sole reason for the variance is not a desire of the owner, occupant, or applicant for increased financial gain or reduced financial hardship;
- 5) The variance will not adversely affect public health or safety, and will not substantially or permanently interfere with the appropriate use of adjacent conforming property in the same district; and,
- 6) The variance will not alter the essential character of the zoning district within which the subject property is located, and is in harmony with the intent and purposes of the zoning ordinance.

Site plan, submitted on drawing sheet size 11" X 17", showing:

- 1) Scale and north arrow;
- 2) Location of site with respect to streets and adjacent properties;
- 3) Property lines and dimensions;
- 4) Location and dimensions of buildings;
- 5) Building setback distances from property lines;
- 6) Location, dimensions, and surface type of off-street parking spaces and loading areas; and
- 7) Any other proposed features of the site which are applicable to the requested variance.

NOTICE

To the best of my knowledge, this application and associated documents are complete and correct, and it is understood that I or another representative should be present at all public meetings concerning this application.

Applicant Signature

Date

1-10-2022



BUILDING DEPARTMENT

VARIANCE REQUEST

100 Highridge Drive
Lakewood Village, TX 75068
(972) 294-5555 Office (972) 292-0812 Fax
linda@lakewoodvillagetx.us

REVISED: 10/09/2014

| TOWN USE ONLY | |
|---|-----------------------------------|
| Received By <i>Linda Ruth</i> | Receipt Number <i>/</i> |
| Date Submitted <i>1/10/2022</i> | Case Number <i>/</i> |
| Date Notices Mailed <i>/</i> | Date Notice Published <i>/</i> |
| Town Council Meeting Date <i>1/13/2022</i> | |
| Decision | |
| Conditions | |



PROJECT PERMIT APPLICATION

100 Highridge Drive
Lakewood Village, TX 75068
(972) 294-5555 Office
linda@lakewoodvillagetx.us

BUILDING DEPARTMENT

REVISED: 05/13/2021

PERMIT TYPE

☐ MECHANICAL ☐ ELECTRICAL ☐ PLUMBING ☐ IRRIGATION ☐ FENCE ☐ OTHER

PROPERTY OWNER INFORMATION

Property Owner

Property Owner Address

Phone

Email

Inspection Scheduling

Online requests will be accepted
until 12:00 pm for an inspection
within 48 hours.

<http://building.lakewoodvillagetx.us>



DESCRIPTION OF WORK

Class of Work: ☐ New ☐ Addition ☐ Alteration ☐ Repair ☐ Replace

NOTICE

This permit shall become null and void if work or construction authorized is not commenced within one hundred eighty (180) days, or if work or construction is suspended or abandoned for a period of one hundred eighty (180) days at any time work is commenced.

All fees associated with this permit will be in accordance with the Town's adopted Consolidated Fee Ordinance at the time the permit is applied for.

The person issued the permit shall be responsible for submitting a request for inspection upon completion of the required steps identified by the building inspector.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions and laws and ordinances governing this type of work will be complied with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or performance of construction.

Signature

Jian Q Feng

Date

01-08-22

TOWN ADMINISTRATION

Permit Issued To

☐ Home Owner ☐ Contractor

Date Paid

☐ Check ☐ Cash ☐ Online

Fee

BUILDING INSPECTOR

Required Inspections / Notes



PROJECT PERMIT APPLICATION

100 Highridge Drive
Lakewood Village, TX 75068
(972) 294-5555 Office
linda@lakewoodvillagetx.us

BUILDING DEPARTMENT

REVISED: 05/25/2021

ADDITIONAL INFORMATION NEEDED

ACCESSORY BUILDING OR DETACHED GARAGE

Show location on lot including flood plain elevation line if applicable. **NO** permanent structures in the building setbacks.

Square Footage \geq 250: ☐ No ☐ Yes - Size: _____

Type of foundation: _____, if engineered, include foundation plans.

Does the structure include any of the following? ☐ Electrical ☐ Water ☐ Sewer ☐ Propane

FENCE

Pool Barrier/Enclosure: ☐ No ☐ Yes - Must be compliant with adopted International Residential Code

Property: ☐ No ☐ Yes – Must be compliant with adopted Fence Ordinance

FLATWORK

Show location on lot. Rebar spacing, chair spacing, minimum thickness and strength requirements must be compliant with adopted International Residential Code. Coverage ratio of the front yard not to exceed 50% as required by the adopted zoning ordinance.

GENERATOR – BACKUP POWER

Show location on lot including location of connection points to home electrical and fuel source. **NO** permanent structures in the building setbacks.

Fuel Type: ☐ Propane ☐ Other _____

Inspection date must be confirmed 48 hours in advance and a 2 hour notice is required the day of work being ready for inspection.

HOME REMODEL

☐ Structure / Framing ☐ Exterior Windows or Doors ☐ Electrical ☐ Water ☐ Sewer ☐ Propane

IRRIGATION

Water Source: ☐ Municipal **OR** ☐ Lake, ☐ Dallas Water Utilities Permit and ☐ U.S. Army Corp Engineers Permit
Backflow prevention report due at time of inspection.

OUTDOOR KITCHEN

Show location on lot. **NO** permanent structures in the building setbacks.

Does the kitchen include any of the following? ☐ Electrical ☐ Water ☐ Sewer ☐ Propane

PROPANE TANK

Tank location must be installed per National Fire Protection Association (NFPA) 58, Annex I Container Spacing.

RETAINING WALL

Show location on lot. Include engineered design if over 4 feet in height.



CONTRACTOR REGISTRATION

100 Highridge Drive
Lakewood Village, TX 75068
(972) 294-5555 Office
linda@lakewoodvillagetx.us

BUILDING DEPARTMENT

REVISED: 05/13/2021

TERMS AND CONDITIONS

All contractors who are required by state law or local ordinance to be licensed must register with the Town of Lakewood Village before applying for permits or performing any work. A master or contractor license in the specific trade is required to register as a contractor. Licensed Journeyman working for the contractor shall be listed on the contractor registration. All work shall be supervised by a licensed individual, and must be onsite of any job under their supervision. A licensed residential wireman may supervise one helper or apprentice. Any work discovered being performed without the required licensed personnel shall be conspicuously identified to prevent reuse and shall be removed. Multiple violations of licensure requirements may result in suspension of the contractors' registration, including the right to obtain permits to work in the town. Any individuals found performing work without the required license will be required to leave the jobsite. A contractor is defined as a General, Electrical, Plumbing, Mechanical, Irrigation, Backflow Tester, Pool, Sign, Concrete, Fencing or Roofing.

TRADE

- | | | | | | |
|--|-------------------------------------|-------------------------------------|--------------------------------|---|--|
| <input type="checkbox"/> GENERAL (HOMEBUILDER) | <input type="checkbox"/> MECHANICAL | <input type="checkbox"/> ROOFING | <input type="checkbox"/> SIGN | <input type="checkbox"/> BACKFLOW TESTER | <input type="checkbox"/> OTHER (SPECIFY) |
| <input type="checkbox"/> GENERAL (COMMERCIAL) | <input type="checkbox"/> PLUMBING | <input type="checkbox"/> IRRIGATION | <input type="checkbox"/> FENCE | <input type="checkbox"/> CUSTOMER SERVICE | |
| | <input type="checkbox"/> ELECTRICAL | <input type="checkbox"/> CONCRETE | <input type="checkbox"/> POOL | INSPECTOR (CSI) | |

CONTRACTOR INFORMATION

Applicant Name

Business Address

Office Number

Mobile Number

Email

Persons authorized to sign applications, pick up approved permits and/or perform inspections for your company.

Agent #1

Agent #2

SUPPORTING DOCUMENTS

- 1) TX Driver's license or photo ID;
- 2) License number;
- 3) Master license;
- 4) Certificate of liability insurance or bond.

NOTES

- 1) All journeyman, tradesman, and apprentices performing work must be registered and possess a current license.

NOTICE

All registrations will be valid for one (1) calendar year from the original date of registration and is valid in both the Town limits and the Extraterritorial Jurisdiction (ETJ). It will be the responsibility of the registered individuals to ensure that this process is complete before permits will be issued and any work in the specific trade is commenced. The Town of Lakewood Village reserves the right to deny or revoke any contractor registration if there are justifiable reasons or violations as determined by the Building Official.

Contractor Signature

Date

TOWN USE ONLY

Date Registered

Copies of License(s) Received

☐ YES





January 10, 2022

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

RE: Review of the Preliminary Plat for
First Texas Homes

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 hand delivery for review on December 21, 2021.

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. For segmented pipe, a horizontal curve for wastewater pipeline alignments must not be accomplished by bending the pipe unless the pipe joints are welded or heat-fused. Horizontal curves must be accomplished using additional manholes or joint offset. Joint offset shall not exceed 80% of the manufacturer's recommendation.
3. The maximum allowable manhole spacing for collection systems with horizontal curvature is 300 feet. A manhole must be at the point of curvature and the point of termination of a curve.
4. 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, reading "T. L. Strouse, P.E.", with a stylized flourish.

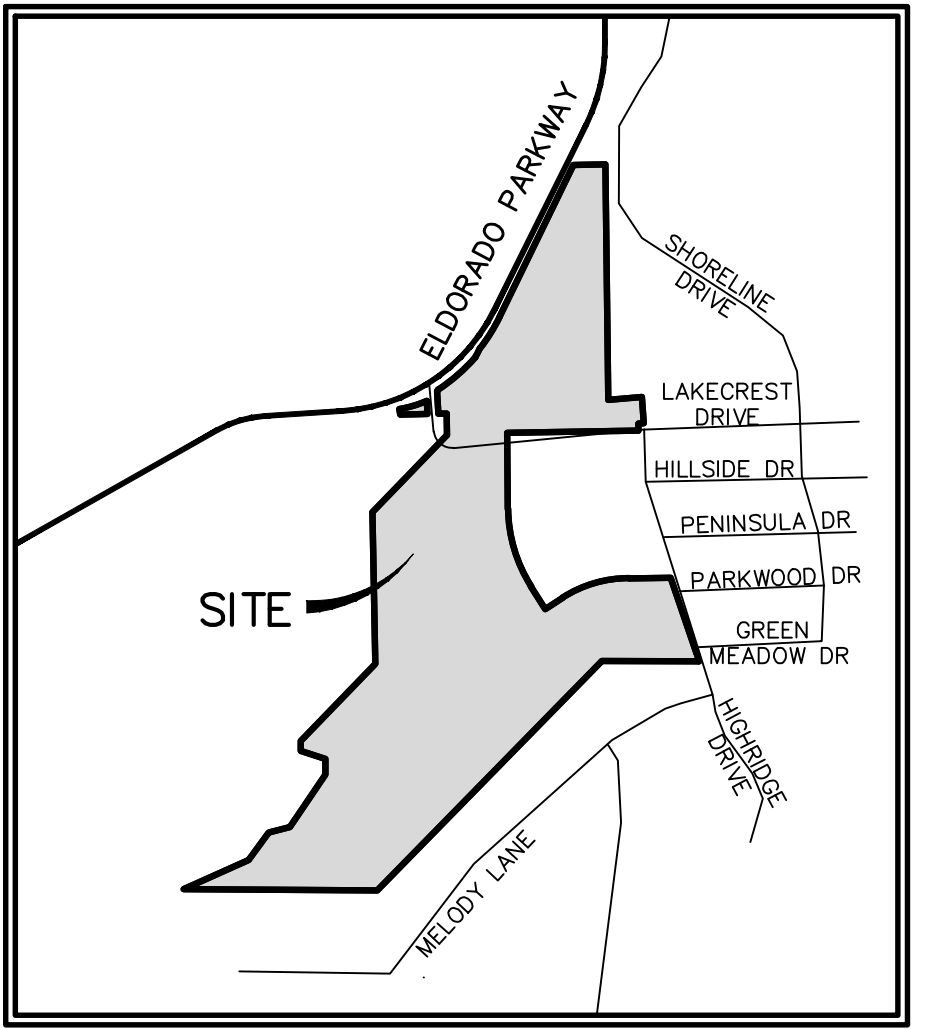
Todd L. Strouse, P.E.

NOTES:

1. ALL LOT CORNERS ARE ONE-HALF INCH IRON SET WITH A YELLOW CAP STAMPED "JBI" UNLESS OTHERWISE NOTED.
2. ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE.
3. FLOOD STATEMENT: ACCORDING TO COMMUNITY PANEL NO. 48121C0415G, DATED APRIL 18, 2011 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE MAP, A PORTION OF THIS PROPERTY LIES WITHIN SHADED ZONE AE (WITH BASE FLOOD ELEVATIONS DETERMINED) AND A PORTION OF THIS PROPERTY LIES WITHIN SHADED ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD).
4. BASIS OF BEARING: THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD83) WITH GRID DISTANCES SHOWN HEREON.
5. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
6. PLACEMENT OF STREET TREES SHALL NOT INTERFERE WITH THE PLACEMENT OF TRAFFIC CONTROL DEVICES OR VISIBILITY AT INTERSECTIONS. EXISTING AND FUTURE TRAFFIC CONTROL DEVICES MAY REQUIRE THE REMOVAL OR PRECLUDE THE PLANTING OF STREET TREES.
7. DEVELOPMENT STANDARDS OF THIS PLAT SHALL COMPLY WITH ZONING ORDINANCE 21-04 AND AMENDMENT DATED NOVEMBER 2021.
8. CORPORATE AND ETJ BOUNDARIES ARE APPROXIMATE AND BASED ON THE TOWN OF LAKEWOOD VILLAGE 2014 COMPREHENSIVE PLAN FUTURE LAND USE MAP.

NEIGHBORHOOD DATA

50' X 115': 68 LOTS
1/3 ACRES: 63 LOTS
1/2 ACRES: 17 LOTS
TOTAL: 148 LOTS



VICINITY MAP
N.T.S.



GRAPHIC SCALE
200 0 100 200
(IN FEET)
1 inch = 200 ft.

LEGEND

- 1/2" IRON ROD SET
- 1/2" IRON ROD FOUND
- BL BUILDING LINE SETBACK
- UE UTILITY EASEMENT
- ROW RIGHT-OF-WAY
- SWE SIDEWALK EASEMENT
- DE DRAINAGE EASEMENT
- ESMT EASEMENT
- HOA HOMEOWNER'S ASSOCIATION
- WME WALL MAINTENANCE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- D.E. DRAINAGE EASEMENT
- RCP REINFORCED CONCRETE PIPE
- EM ELECTRIC METER
- SC STREET NAME CHANGE INDICATOR
- WS WATER STRUCTURE
- UP UTILITY POLE
- TR COMMUNICATIONS STRUCTURE

ZONING ORDINANCE NO. 21-04
AMENDED NOVEMBER 2021

PRELIMINARY PLAT
LAKEWOOD VILLAGE

148 RESIDENTIAL LOTS
12 OPEN SPACE LOTS

78.790 ACRES OUT OF THE
CHRISTOPHER C. DICKSON, ABSTRACT NO. 339, WILLIAM
LOFTIN, ABSTRACT NO. 750 & BENJAMIN C. SHAHAN,
ABSTRACT NO. 1169;

TOWN OF LAKEWOOD VILLAGE AND LAKEWOOD VILLAGE
ETJ, DENTON COUNTY, TEXAS

FIRST TEXAS HOMES, INC. OWNER/DEVELOPER
500 Crescent Court, Suite 350 (214) 613-3400
Dallas, Texas 75201

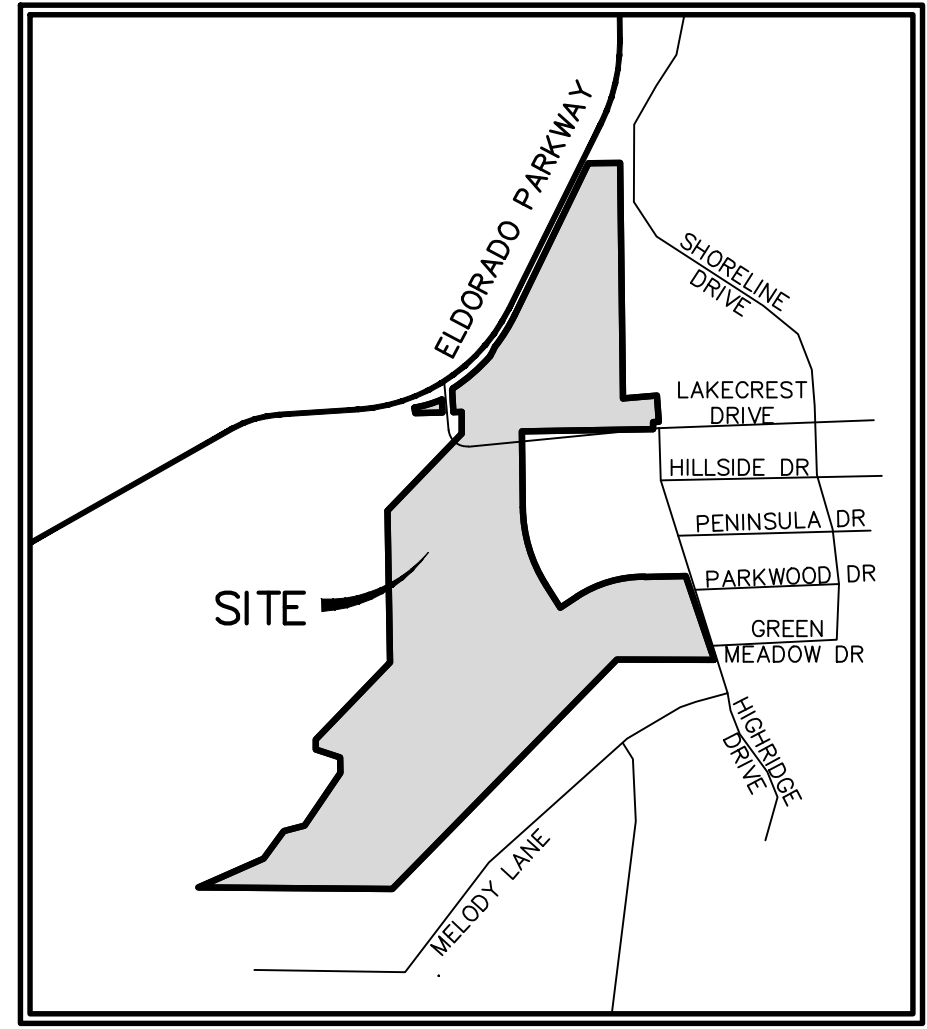
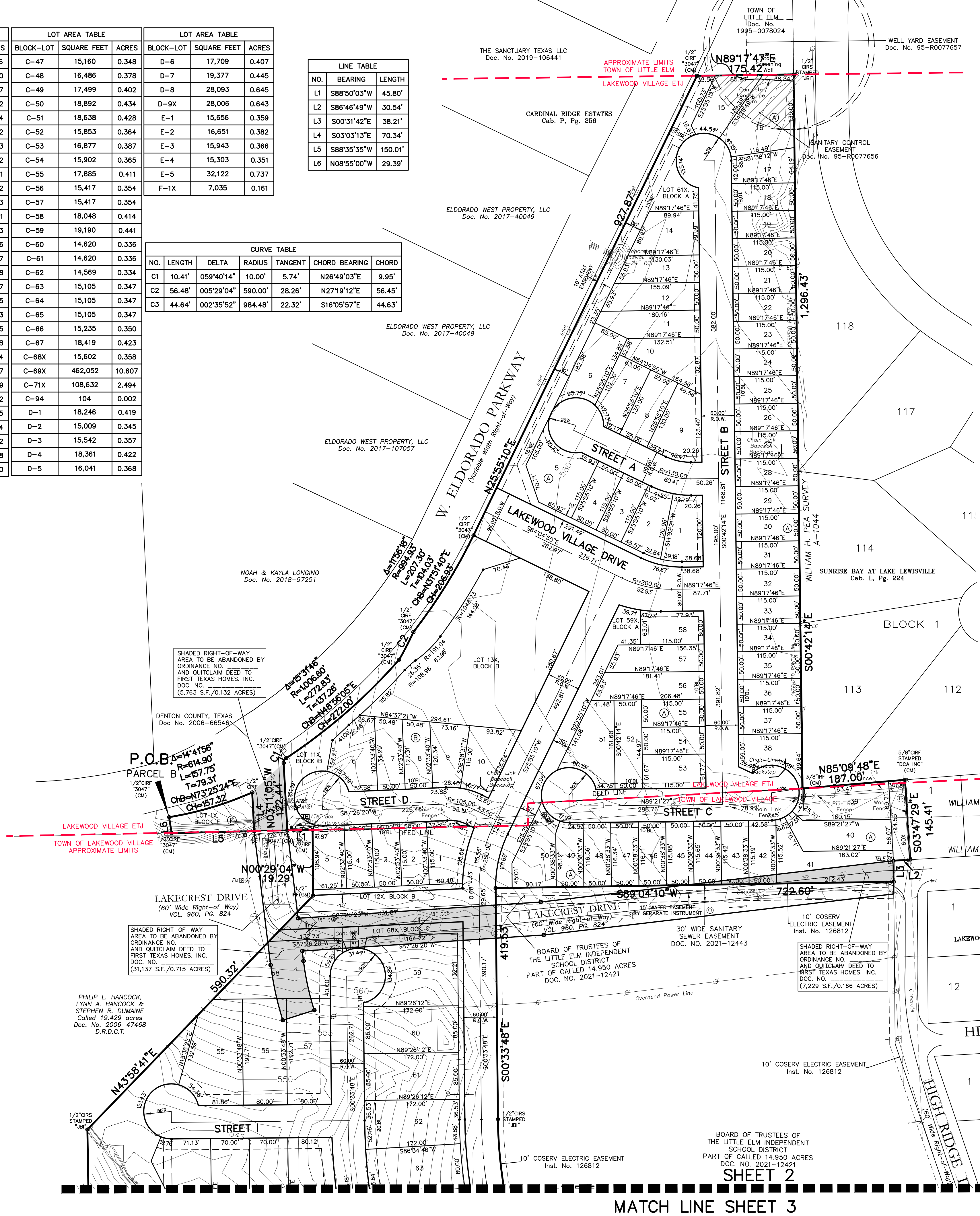
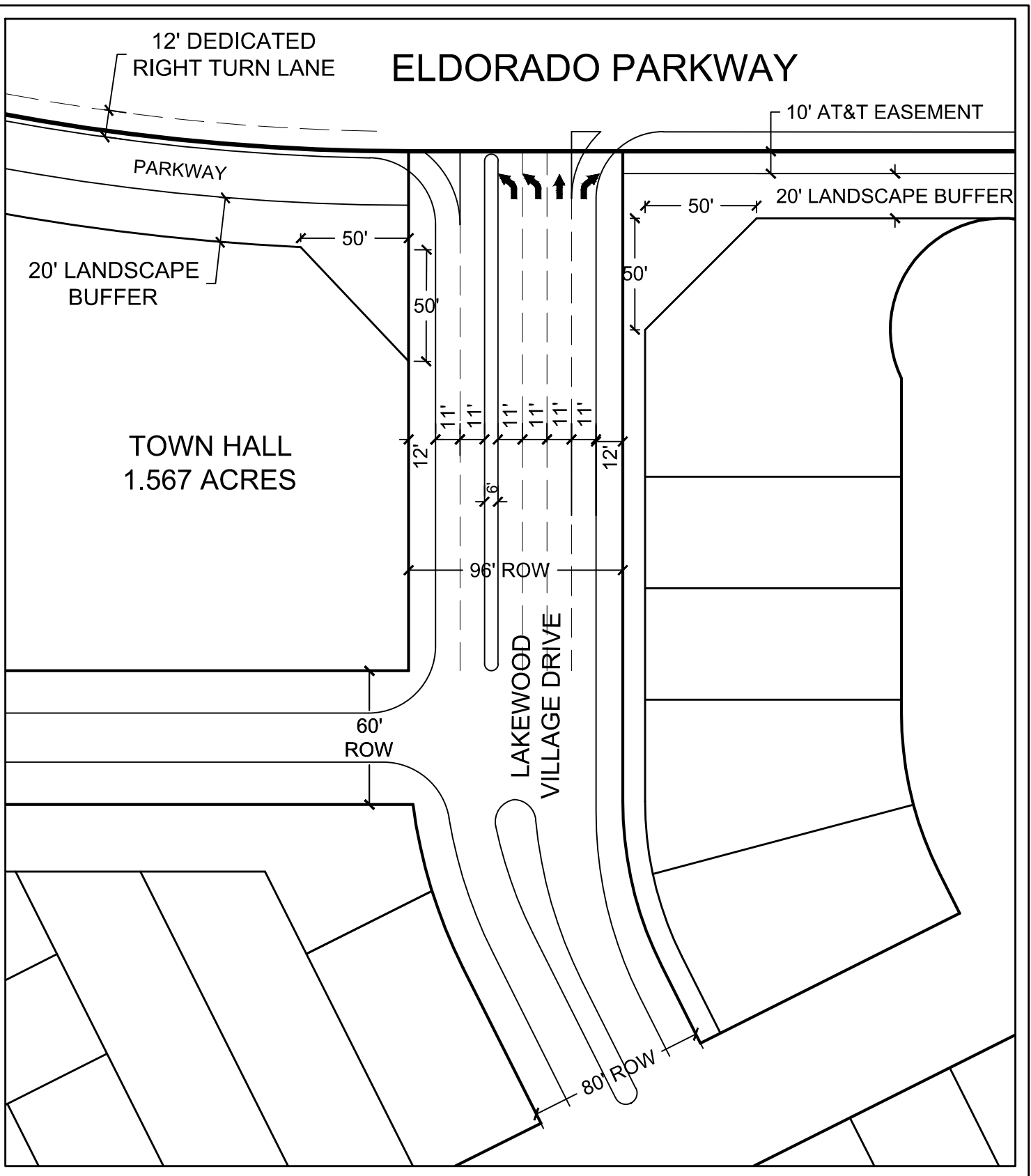
JBI PARTNERS, INC. SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 (972) 248-7676
Carrollton, Texas 75006
TBPE No. F-438 TBPLS No. 10076000

Date: December 17, 2021

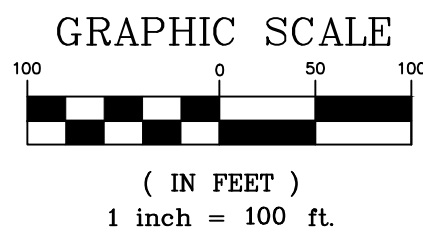
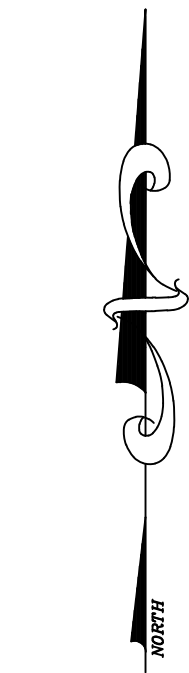
Sheet 1 of 4

| LOT AREA TABLE | | | LOT AREA TABLE | | | LOT AREA TABLE | | | LOT AREA TABLE | | | LOT AREA TABLE | | | LOT AREA TABLE | | |
|----------------|-------------|-------|----------------|-------------|-------|----------------|-------------|-------|----------------|-------------|-------|----------------|-------------|--------|----------------|-------------|-------|
| BLOCK--LOT | SQUARE FEET | ACRES | BLOCK--LOT | SQUARE FEET | ACRES | BLOCK--LOT | SQUARE FEET | ACRES | BLOCK--LOT | SQUARE FEET | ACRES | BLOCK--LOT | SQUARE FEET | ACRES | BLOCK--LOT | SQUARE FEET | ACRES |
| A-1 | 7,891 | 0.181 | A-31 | 5,750 | 0.132 | A-61X | 35,039 | 0.804 | C-17 | 31,192 | 0.716 | C-47 | 15,160 | 0.348 | D-6 | 17,709 | 0.407 |
| A-2 | 7,376 | 0.169 | A-32 | 5,750 | 0.132 | B-1X | 8,043 | 0.185 | C-18 | 28,321 | 0.650 | C-48 | 16,486 | 0.378 | D-7 | 19,377 | 0.445 |
| A-3 | 5,750 | 0.132 | A-33 | 5,750 | 0.132 | B-2 | 5,750 | 0.132 | C-19 | 38,626 | 0.887 | C-49 | 17,499 | 0.402 | D-8 | 28,093 | 0.645 |
| A-4 | 5,750 | 0.132 | A-34 | 5,750 | 0.132 | B-3 | 5,750 | 0.132 | C-20 | 38,402 | 0.882 | C-50 | 18,892 | 0.434 | D-9X | 28,006 | 0.643 |
| A-5 | 12,294 | 0.282 | A-35 | 5,750 | 0.132 | B-4 | 5,750 | 0.132 | C-21 | 18,900 | 0.434 | C-51 | 18,638 | 0.428 | E-1 | 15,656 | 0.359 |
| A-6 | 8,841 | 0.203 | A-36 | 5,750 | 0.132 | B-5 | 6,815 | 0.156 | C-22 | 15,750 | 0.362 | C-52 | 15,853 | 0.364 | E-2 | 16,651 | 0.382 |
| A-7 | 7,479 | 0.172 | A-37 | 5,750 | 0.132 | B-6 | 9,424 | 0.216 | C-23 | 15,388 | 0.353 | C-53 | 16,877 | 0.387 | E-3 | 15,943 | 0.366 |
| A-8 | 7,150 | 0.164 | A-38 | 7,673 | 0.176 | B-7 | 6,540 | 0.150 | C-24 | 15,338 | 0.352 | C-54 | 15,902 | 0.365 | E-4 | 15,303 | 0.351 |
| A-9 | 9,762 | 0.224 | A-39 | 10,672 | 0.245 | B-8 | 6,191 | 0.142 | C-25 | 16,616 | 0.381 | C-55 | 17,885 | 0.411 | E-5 | 32,122 | 0.737 |
| A-10 | 9,497 | 0.218 | A-40 | 10,179 | 0.234 | B-9 | 7,173 | 0.165 | C-26 | 14,903 | 0.342 | C-56 | 15,417 | 0.354 | F-1X | 7,035 | 0.161 |
| A-11 | 8,576 | 0.197 | A-41 | 14,171 | 0.325 | B-10 | 8,972 | 0.206 | C-27 | 14,960 | 0.343 | C-57 | 15,417 | 0.354 | | | |
| A-12 | 8,381 | 0.192 | A-42 | 5,755 | 0.132 | B-11X | 23,189 | 0.532 | C-28 | 15,283 | 0.351 | C-58 | 18,048 | 0.414 | | | |
| A-13 | 7,128 | 0.164 | A-43 | 5,765 | 0.132 | B-12X | 2,716 | 0.062 | C-29 | 14,931 | 0.343 | C-59 | 19,190 | 0.441 | | | |
| A-14 | 8,797 | 0.202 | A-44 | 5,777 | 0.133 | B-13X | 68,243 | 1.567 | C-30 | 15,935 | 0.366 | C-60 | 14,620 | 0.336 | | | |
| A-15 | 7,907 | 0.182 | A-45 | 5,788 | 0.133 | C-1 | 16,979 | 0.390 | C-31 | 17,274 | 0.397 | C-61 | 14,620 | 0.336 | | | |
| A-16 | 14,235 | 0.327 | A-46 | 5,800 | 0.133 | C-2 | 16,297 | 0.374 | C-32 | 16,029 | 0.368 | C-62 | 14,569 | 0.334 | | | |
| A-17 | 6,494 | 0.149 | A-47 | 5,811 | 0.133 | C-3 | 17,858 | 0.410 | C-33 | 15,105 | 0.347 | C-63 | 15,105 | 0.347 | | | |
| A-18 | 5,750 | 0.132 | A-48 | 5,823 | 0.134 | C-4 | 30,269 | 0.695 | C-34 | 14,580 | 0.335 | C-64 | 15,105 | 0.347 | | | |
| A-19 | 5,750 | 0.132 | A-49 | 5,789 | 0.133 | C-5 | 21,989 | 0.505 | C-35 | 15,364 | 0.353 | C-65 | 15,105 | 0.347 | | | |
| A-20 | 5,750 | 0.132 | A-50 | 8,990 | 0.206 | C-6 | 22,000 | 0.505 | C-36 | 15,009 | 0.345 | C-66 | 15,235 | 0.350 | | | |
| A-21 | 5,750 | 0.132 | A-51 | 10,655 | 0.245 | C-7 | 22,000 | 0.505 | C-37 | 16,046 | 0.368 | C-67 | 18,419 | 0.423 | | | |
| A-22 | 5,750 | 0.132 | A-52 | 8,081 | 0.186 | C-8 | 22,000 | 0.505 | C-38 | 20,198 | 0.464 | C-68X | 15,602 | 0.358 | | | |
| A-23 | 5,750 | 0.132 | A-53 | 7,097 | 0.163 | C-9 | 22,000 | 0.505 | C-39 | 19,455 | 0.447 | C-69X | 462,052 | 10.607 | | | |
| A-24 | 5,750 | 0.132 | A-54 | 5,750 | 0.132 | C-10 | 22,000 | 0.505 | C-40 | 16,529 | 0.379 | C-71X | 108,632 | 2.494 | | | |
| A-25 | 5,750 | 0.132 | A-55 | 5,750 | 0.132 | C-11 | 22,000 | 0.505 | C-41 | 20,579 | 0.472 | C-94 | 104 | 0.002 | | | |
| A-26 | 5,750 | 0.132 | A-56 | 9,697 | 0.223 | C-12 | 22,000 | 0.505 | C-42 | 19,816 | 0.455 | D-1 | 18,246 | 0.419 | | | |
| A-27 | 5,750 | 0.132 | A-57 | 8,444 | 0.194 | C-13 | 22,000 | 0.505 | C-43 | 15,410 | 0.354 | D-2 | 15,009 | 0.345 | | | |
| A-28 | 5,750 | 0.132 | A-58 | 6,937 | 0.159 | C-14 | 22,000 | 0.505 | C-44 | 17,097 | 0.392 | D-3 | 15,542 | 0.357 | | | |
| A-29 | 5,750 | 0.132 | A-59X | 17,796 | 0.409 | C-15 | 22,000 | 0.505 | C-45 | 20,807 | 0.478 | D-4 | 18,361 | 0.422 | | | |
| A-30 | 5,750 | 0.132 | A-60X | 4,389 | 0.101 | C-16 | 29,867 | 0.686 | C-46 | 16,566 | 0.380 | D-5 | 16,041 | 0.368 | | | |

- NOTES:
- ALL LOT CORNERS ARE ONE-HALF INCH IRON SET WITH A YELLOW CAP STAMPED "JBI" UNLESS OTHERWISE NOTED.
 - ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE.
 - FLOOD STATEMENT: ACCORDING TO COMMUNITY PANEL NO. 48121C0415G, DATED APRIL 18, 2011 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE MAP, A PORTION OF THIS PROPERTY LIES WITHIN SHADED ZONE AE (WITH BASE FLOOD ELEVATIONS DETERMINED) AND A PORTION OF THIS PROPERTY LIES WITHIN SHADED ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD).
 - BASIS OF BEARING: THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD83) WITH GRID DISTANCES SHOWN HEREON.
 - NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 - PLACEMENT OF STREET TREES SHALL NOT INTERFERE WITH THE PLACEMENT OF TRAFFIC CONTROL DEVICES OR VISIBILITY AT INTERSECTIONS. EXISTING AND FUTURE TRAFFIC CONTROL DEVICES MAY REQUIRE THE REMOVAL OR PRECLUDE THE PLANTING OF STREET TREES.
 - DEVELOPMENT STANDARDS OF THIS PLAT SHALL COMPLY WITH ZONING ORDINANCE 21-04 AND AMENDMENT DATED NOVEMBER 2021.
 - CORPORATE AND ETJ BOUNDARIES ARE APPROXIMATE AND BASED ON THE TOWN OF LAKEWOOD VILLAGE 2014 COMPREHENSIVE PLAN FUTURE LAND USE MAP.



VICINITY MAP
N.T.S.



- LEGEND
- 1/2" IRON ROD SET
 - 1/2" IRON ROD FOUND
 - BL BUILDING LINE SETBACK
 - UE UTILITY EASEMENT
 - ROW RIGHT-OF-WAY
 - SWE SIDEWALK EASEMENT
 - DE DRAINAGE EASEMENT
 - ESMT EASEMENT
 - HOA HOMEOWNER'S ASSOCIATION
 - WME WALL MAINTENANCE EASEMENT
 - S.S.E. SANITARY SEWER EASEMENT
 - W.E. WATER EASEMENT
 - D.E. DRAINAGE EASEMENT
 - RCP REINFORCED CONCRETE PIPE
 - EM ELECTRIC METER
 - ST STREET NAME CHANGE INDICATOR
 - WS WATER STRUCTURE
 - UT UTILITY POLE
 - TS COMMUNICATIONS STRUCTURE

ZONING ORDINANCE NO. 21-04
AMENDED NOVEMBER 2021

PRELIMINARY PLAT
LAKEWOOD VILLAGE

148 RESIDENTIAL LOTS
12 OPEN SPACE LOTS

78.790 ACRES OUT OF THE
CHRISTOPHER C. DICKSON, ABSTRACT NO. 339, WILLIAM
LOFTIN, ABSTRACT NO. 750 & BENJAMIN C. SHAHAN,
ABSTRACT NO. 1169;

TOWN OF LAKEWOOD VILLAGE AND LAKEWOOD VILLAGE
ETJ, DENTON COUNTY, TEXAS

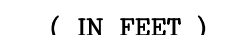
FIRST TEXAS HOMES, INC. OWNER/DEVELOPER
500 Crescent Court, Suite 350 (214) 613-3400
Dallas, Texas 75201

JBI PARTNERS, INC. SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 (972) 248-7676
Carrollton, Texas 75006
TBPE No. F-438 TBPLS No. 10076000

1. ALL LOT CORNERS ARE ONE-HALF INCH IRON SET WITH A YELLOW CAP STAMPED "JBI" UNLESS OTHERWISE NOTED.
2. ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE.
3. FLOOD STATEMENT: ACCORDING TO COMMUNITY PANEL NO. 48121C0415G, DATED APRIL 18, 2011 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE MAP, A PORTION OF THIS PROPERTY LIES WITHIN SHADED ZONE AE (WITH BASE FLOOD ELEVATIONS DETERMINED) AND A PORTION OF THIS PROPERTY LIES WITHIN SHADED ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD).
4. BASIS OF BEARING: THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD83) WITH GRID DISTANCES SHOWN HEREON.
5. NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
6. PLACEMENT OF STREET TREES SHALL NOT INTERFERE WITH THE PLACEMENT OF TRAFFIC CONTROL DEVICES OR VISIBILITY AT INTERSECTIONS. EXISTING AND FUTURE TRAFFIC CONTROL DEVICES MAY REQUIRE THE REMOVAL OR PRECLUDE THE PLANTING OF STREET TREES.
7. DEVELOPMENT STANDARDS OF THIS PLAT SHALL COMPLY WITH ZONING ORDINANCE 21-04 AND AMENDMENT DATED NOVEMBER 2021.
8. CORPORATE AND ETJ BOUNDARIES ARE APPROXIMATE AND BASED ON THE TOWN OF LAKEWOOD VILLAGE 2014 COMPREHENSIVE PLAN FUTURE LAND USE MAP.




N.T.S



1 inch = 100 ft

LEGEND

| | |
|---|------------------------------|
| 1/2" | IRON ROD SET |
| IRS | IRON ROD FOUND |
| 1/2" | |
| IRF | |
| BL | BUILDING LINE SETBACK |
| UF | UTILITY EASEMENT |
| ROW | RIGHT-OF-WAY |
| SWE | SIDEWALK EASEMENT |
| DE | DRAINAGE EASEMENT |
| ESMT | EASEMENT |
| HOA | HOMEOWNER'S ASSOCIATION |
| WME | WALL MAINTENANCE EASEMENT |
| S.S.E. | SANITARY SEWER EASEMENT |
| W.E. | WATER EASEMENT |
| D. | DRAINAGE EASEMENT |
| RCF | REINFORCED CONCRETE PIPE |
| EM | ELECTRIC METER |
|  | STREET NAME CHANGE INDICATOR |
| ST | STREET STRUCTURE |
| U | UTILITY POLE |
| (TR) | COMMUNICATIONS STRUCTURE |

PRELIMINARY PLAT

148 RESIDENTIAL LOT

CHRISTOPHER C. DICKSON, ABSTRACT NO. 339, WILLIAM
LOFTIN, ABSTRACT NO. 750 & BENJAMIN C. SHAHAN,
ABSTRACT NO. 1169;

TOWN OF LAKEWOOD VILLAGE AND LAKEWOOD VILLAGE
ETJ, DENTON COUNTY, TEXAS

FIRST TEXAS HOMES, INC.

500 Crescent Court, Suite 350
Dallas, Texas 75201

JB PARTNERS, INC.

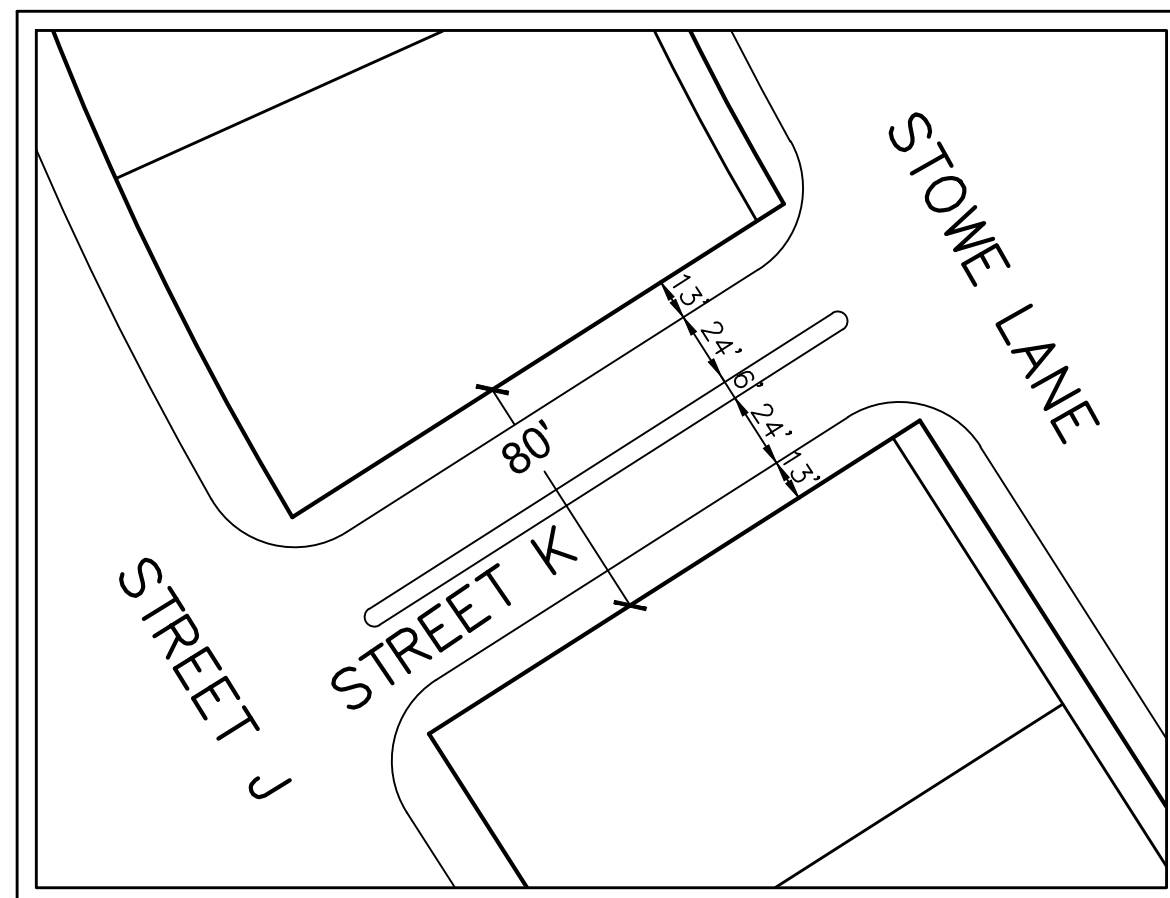
2121 Midway Road, Suite 300
Carrollton, Texas 75006

TBPE No. F-438 TBPLS No. 10076000

Sheet 3 of 4

| CURVE TABLE | | | | | | |
|-------------|--------|------------|---------|---------|---------------|--------|
| NO. | LENGTH | DELTA | RADIUS | TANGENT | CHORD BEARING | CHORD |
| C1 | 10.41' | 059°40'14" | 10.00' | 5.74' | N26°49'03"E | 9.95' |
| C2 | 56.48' | 005°29'04" | 590.00' | 28.26' | N27°19'12"E | 56.45' |
| C3 | 44.64' | 002°35'52" | 984.48' | 22.32' | S16°05'57"E | 44.63' |

| CURVE TABLE | | | | | | |
|-------------|--------|------------|---------|---------|---------------|--------|
| NO. | LENGTH | DELTA | RADIUS | TANGENT | CHORD BEARING | CHORD |
| C1 | 10.41' | 059°40'14" | 10.00' | 5.74' | N26°49'03"E | 9.95' |
| C2 | 56.48' | 005°29'04" | 590.00' | 28.26' | N27°19'12"E | 56.45' |
| C3 | 44.64' | 002°35'52" | 984.48' | 22.32' | S16°05'57"E | 44.63' |



LEGAL DESCRIPTION
(PARCEL A – 78.790 ACRES)

Being a parcel of land located in the Town of Lakewood Village, Denton County, Texas, and also a portion of the parcel being located in the Lakewood Village ETJ, Denton County, Texas, and being a part of the Christopher C. Dickson Survey, Abstract Number 339, and being a part of the William Loftin Survey, Abstract Number 750, and being a part of the William H. Pea Survey, Abstract Number 1044, and being a part of the Benjamin C. Shahan Survey, Abstract Number 1169, and also being all of that called Tract 1–57.932 acres and all of that called Tract 2–19.977 acres described in deed to First Texas Home, Inc. as recorded in Document Number _____, Official Public Records of Denton County, Texas, and also being a part of that 60 wide right–of–way described in deed to the Town of Lakewood Village as recorded in Volume 960, Page 824, Official Public Records of Denton County, Texas, and abandoned by ordinance no. _____ and quitclaim deed to FIRST TEXAS HOMES, INC. as recorded in Document Number _____, and being further described as follows:

BEGINNING at a Corp of Engineer monument found at the southwest corner of said 57.932 acre tract, said point being the northwest corner of Lot 23, Block A, Shores of Lakewood Village, Section 5, Phase 3, an addition to the Town of Lakewood Village as recorded in Cabinet L, Page 273, Official Public Records of Denton County, Texas, said point also being in the east line of Garza Little Elm Reservoir (Lake Lewisville);

THENCE along the west line of said 57.932 acre tract and along the east line of said Garza Little Elm Reservoir (Lake Lewisville) as follows:
North 66 degrees 02 minutes 24 seconds East, 392.13 feet to a Corp of Engineer monument found for corner;
North 36 degrees 20 minutes 21 seconds East, 187.76 feet to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner;
North 75 degrees 31 minutes 16 seconds East, 119.37 feet to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner;
North 34 degrees 03 minutes 43 seconds East, 350.27 feet to a Corp of Engineer monument found for corner;
North 00 degrees 15 minutes 21 seconds West, 86.20 feet to a Corp of Engineer monument found for corner;
North 72 degrees 15 minutes 48 seconds West, 140.97 feet to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner;

THENCE continuing along the west line of said 57.932 acre tract of land as follows:
North 01 degrees 01 minutes 19 seconds West, 54.96 feet to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner;
North 43 degrees 58 minutes 41 seconds East, 590.32 feet to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner;
North 01 degrees 01 minutes 19 seconds West, 834.84 feet to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner;
North 43 degrees 58 minutes 41 seconds East, 590.32 feet to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner, said point being in the west line of said 19.977 acre tract;

THENCE along the west line of said 19.977 acre tract as follows:
North 00 degrees 29 minutes 04 seconds West, 119.29 feet to a one–half inch iron rod found for corner;
South 88 degrees 50 minutes 03 seconds West, 45.80 feet to a one–half inch iron rod with cap stamped 'RPLS 3047' found for corner, said point also being in the east right–of–way line of Lakecrest Drive, a dedicated right–of–way as described and recorded in Document Number 2006–66546, Official Public Records of Denton County, Texas;
North 03 degrees 11 minutes 05 seconds West, 122.44 feet along the east right–of–way line of Lakecrest Drive to a one–half inch iron rod with cap stamped 'RPLS 3047' found for corner;
Northeastly, 10.41 feet along the east right–of–way line of Lakecrest Drive following a curve to the right having a central angle of 59 degrees 40 minutes 14 seconds, a radius of 10.00 feet, a tangent of 5.74 feet, and whose chord bears North 26 degrees 49 minutes 03 seconds East, 9.95 feet to a one–half inch iron rod with cap stamped 'RPLS 3047' found for corner, said point being at the intersection of the east right–of–way line of Lakecrest Drive with the southeast right–of–way line of W. Eldorado Parkway;

THENCE continuing along the west line of said 19.977 acre tract and the east right–of–way line of W. Eldorado Parkway as follows:
Northeastly, 272.83 feet along a curve to the left having a central angle of 15 degrees 31 minutes 46 seconds, a radius of 1,006.60 feet, a tangent of 137.26 feet, and whose chord bears North 48 degrees 56 minutes 05 seconds East, 272.00 feet to a one–half inch iron rod with cap stamped 'RPLS 3047' found for corner;
Northeastly, 56.48 feet along a curve to the left having a central angle of 05 degrees 29 minutes 04 seconds, a radius of 590.00 feet, a tangent of 28.26 feet, and whose chord bears North 27 degrees 19 minutes 12 seconds East, 56.45 feet to a one–half inch iron rod with cap stamped 'RPLS 3047' found for corner;
Northeastly, 207.30 feet along a curve to the left having a central angle of 11 degrees 56 minutes 18 seconds, a radius of 994.93 feet, a tangent of 104.03 feet, and whose chord bears North 31 degrees 51 minutes 40 seconds East, 206.93 feet to a one–half inch iron rod with cap stamped 'RPLS 3047' found for corner;
North 25 degrees 55 minutes 10 seconds East, 927.87 feet to a one–half inch iron rod with cap stamped 'RPLS 3047' found at the northwest corner of said 19.977 acre tract, said point being in the south line of that tract of land described in deed to Town of Little Elm as recorded in Document Number 1995–0078024, Official Public Records of Denton County, Texas, said point also being in the east right–of–way line of W. Eldorado Parkway (a variable width right–of–way);

THENCE North 89 degrees 17 minutes 47 seconds East, 175.42 feet to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner, said point being the northeast corner of said 19.977 acre tract, said point being the southeast corner of said Town of Little Elm tract, said point also being in the west line of Block 1, Sunrise Bay at Lake Lewisville, an addition to the Denton County, as recorded in Cabinet L, Page 224, Official Public Records of Denton County, Texas;

THENCE along the east line of said 19.977 acre tract as follows:
South 00 degrees 42 minutes 14 seconds East, 1,296.43 feet to a three–eighths inch iron rod found for corner, said point being the southwest corner of said Block 1;
North 85 degrees 09 minutes 48 seconds East, 187.00 feet along the south line of Block 1 to a five–eighths inch iron rod with cap stamped 'DCA INC' found for corner, said point also being the northwest corner of Lot 1, Block H, Lakewood Village, Second Section, an addition to Denton County, Texas as recorded in Cabinet J, Page 79, Official Public Records of Denton County, Texas;
South 03 degrees 47 minutes 29 seconds East, 145.41 feet to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner, said point being the southeast corner of said 19.977 acre tract, said point being the southwest corner of said Lot 1, said point also being in the north right–of–way line of Lakecrest Drive (a 60 foot wide right–of–way) dedicated by said Lakewood Village, Second Section plat;

THENCE South 86 degrees 46 minutes 49 seconds West, 30.54 feet along the south line of said 19.977 acre tract and along the north right–of–way line of Lakecrest Drive to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner in the west line of said Lakewood Village, Second Section Addition, said point also being the northeast corner of a 60 foot wide right–of–way deed to the Town of Lakewood Village as recorded in Volume 960, Page 824, Official Public Records of Denton County, Texas;

THENCE South 00 degrees 31 minutes 42 seconds East, 38.21 feet along the east line of said 60 foot wide right–of–way dedication to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner;

THENCE South 89 degrees 04 minutes 10 seconds West, 722.60 feet to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner, said point being in the south line of said 19.977 acre tract, said point also being the northwest corner of that called 14.950 acre tract of land described in deed to Board of Trustees of The Little Elm Independent School District as recorded in Document Number 2021–12421, Official Public Records of Denton County, Texas;

THENCE South 00 degrees 33 minutes 48 seconds East, 419.53 feet along the west line of said 14.950 acre tract to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner, said point also being in the east line of said 57.932 acre tract;

THENCE along the common lines of said 57.932 acre tract and said 14.950 acre tract as follows: Southeastly, 452.13 feet along a curve to the left having a central angle of 31 degrees 58 minutes 54 seconds, a radius of 810.00 feet, a tangent of 232.12 feet, and whose chord bears South 16 degrees 33 minutes 15 seconds East, 446.28 feet to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner;
South 32 degrees 32 minutes 42 seconds East, 147.26 feet to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner;
North 57 degrees 09 minutes 47 seconds East, 112.36 feet to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner;
Northeastly, 390.08 feet along a curve to the right having a central angle of 33 degrees 06 minutes 39 seconds, a radius of 675.00 feet, a tangent of 200.66 feet, and whose chord bears North 73 degrees 43 minutes 07 seconds East, 384.67 feet to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner;
North 88 degrees 50 minutes 10 seconds East, 227.07 feet to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner, said point being in the east line of said 57.932 acre tract, said point also being the southeast corner of said 14.950 acre tract, said point also being in the west right–of–way line of High Ridge Drive (a 60 foot wide right–of–way);

THENCE along the east line of said 57.932 acre tract and along the west right–of–way line of High Ridge Drive as follows:
South 18 degrees 50 minutes 58 seconds East, 442.35 feet to a one–half inch iron rod with yellow cap stamped 'JBI' set for corner;
Southeastly, 44.64 feet along a curve to the right having a central angle of 02 degrees 35 minutes 52 seconds, a radius of 984.48 feet, a tangent of 22.32 feet, and whose chord bears South 16 degrees 05 minutes 57 seconds East, 44.63 feet to a one–half inch iron rod found for corner, said point being the southeast corner of said 57.932 acre tract, said point also being the northeast corner of Lot 1, Block A, Shores of Lakewood Village, Section 5, an addition to the Town of Lakewood Village as recorded in Cabinet K, Page 201, Official Public Records of Denton County, Texas;

THENCE North 89 degrees 41 minutes 51 seconds West, 534.51 feet along the south line of said 57.932 acre tract to a one–half inch iron rod found for corner, said point being in the north line of Lot 3, Block A, of said Shores of Lakewood Village, Section 5 addition;

THENCE South 44 degrees 22 minutes 03 seconds West, 1,768.97 feet along the south line of said 57.932 acre tract to a one–half inch iron rod found for corner, said point being the northeast corner of Lot 16, Block A, of said Shores of Lakewood Village, Section 5, Phase 3 Addition;

THENCE North 89 degrees 31 minutes 09 seconds West, 1,066.99 feet along the south line of said 57.932 acre tract and along the north line of said Shores of Lakewood Village, Section 5, Phase 3 Addition to the POINT OF BEGINNIG and containing 3,432,082 square feet or 78.790 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (North Central Zone 4202 state plane coordinates, NAD83), distances shown hereon are grid distance values.

LEGAL DESCRIPTION
(PARCEL B – 0.161 ACRES)

Being a parcel of land located in Denton County, Texas, and being a part of the Christopher C. Dickson Survey, Abstract Number 339, and being all of that called Tract 3–0.161 acre tract of land described in deed to First Texas Home, Inc. as recorded in Document Number _____, Official Public Records of Denton County, Texas, and being further described as follows:

BEGINNING at a one–half inch iron rod with cap stamped 'RPLS 3047' found at the northwest corner of said 0.161 acre tract, said point also being in the south right–of–way line of W. Eldorado Parkway (a variable width right–of–way);

THENCE Northeastly, 157.75 feet along a curve to the left having a central angle of 14 degrees 41 minutes 56 seconds, a radius of 614.90 feet, a tangent of 79.31 feet, and whose chord bears North 73 degrees 25 minutes 24 seconds East, 157.32 feet to a one–half inch iron rod with cap stamped 'RPLS 3047' found at the northeast corner of said 0.161 acre tract, said point also being at the intersection of the south right–of–way line of W. Eldorado Parkway with the west right–of–way line of Lakecrest Drive;

THENCE South 03 degrees 03 minutes 13 seconds East, 70.34 feet along the west right–of–way line of Lakecrest Drive to a one–half inch iron rod found at the southeast corner of said 0.161 acre tract;

THENCE South 88 degrees 35 minutes 35 seconds West, 150.01 feet to a one–half inch iron rod with cap stamped 'RPLS 3047' found at the southwest corner of said 0.161 acre tract;

THENCE North 08 degrees 55 minutes 00 seconds West, 29.39 feet along the west line of said 0.161 acre tract to the POINT OF BEGINNING and containing 7,035 square feet or 0.161 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (North Central Zone 4202 state plane coordinates, NAD83), distances shown hereon are grid distance values.

DEDICATION STATEMENT

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That FIRST TEXAS HOMES, INC., acting herein by and through its duly–authorized officers, does hereby adopt this plat designating the herein above described property as **LAKEWOOD VILLAGE**, an addition to the Town of Lakewood Village, Denton County, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys, and public use areas shown hereon, and does hereby dedicate the easements shown on the plat for the purposes indicated to the public use forever, said dedications being free and clear of all liens and encumbrances, except as shown herein. No buildings, fences, trees, shrubs, or other improvements shall be constructed or placed upon, over, or across the easements on said plat. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to a particular utility or utilities, said use by public utilities being subordinate to the public's and Town of Lakewood Village use thereof. The Town of Lakewood Village and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements and the Town of Lakewood Village or any public utility shall at all times have the right of ingress and egress to and from and upon any of said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

FIRST TEXAS HOMES, INC., does hereby bind itself, its successors and assigns to forever warrant and defend, all and singular, the above–described streets, alleys, easements and rights unto the public, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Lakewood Village.

WITNESS MY HAND THIS _____ DAY OF _____, 2021.

Keith Hardesty, Division President
First Texas Homes, Inc.

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for the said County and State on this day personally appeared Keith Hardesty, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated..

Given under my hand and seal of office, this _____ day of _____, 2021.

Notary Signature

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, Mark W. Harp, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the Town of Lakewood Village, Denton County, Texas.

Dated this _____ day of _____, 2021.

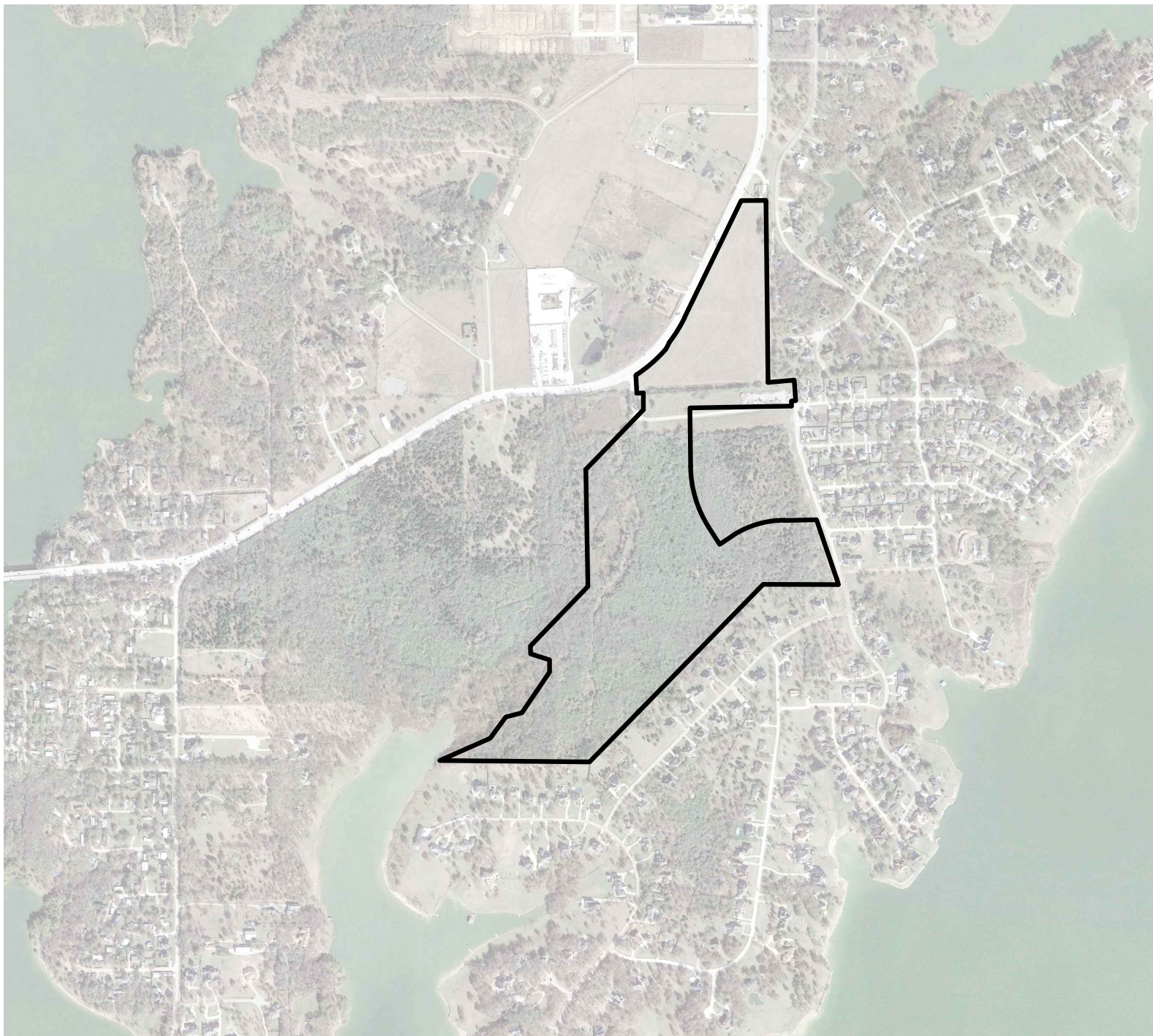
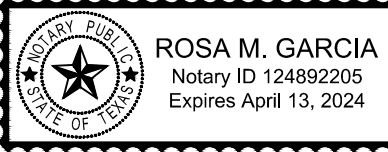
Mark W. Harp, R.P.L.S. No. 6425

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Mark W. Harp, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

Notary Public, State of Texas



**ZONING ORDINANCE NO. 21–04
AMENDED NOVEMBER 2021**

PRELIMINARY PLAT
LAKEWOOD VILLAGE

148 RESIDENTIAL LOTS
12 OPEN SPACE LOTS

78.790 ACRES OUT OF THE
CHRISTOPHER C. DICKSON, ABSTRACT NO. 339, WILLIAM
LOFTIN, ABSTRACT NO. 750 & BENJAMIN C. SHAHAN,
ABSTRACT NO. 1169;

TOWN OF LAKEWOOD VILLAGE AND LAKEWOOD VILLAGE
ETJ, DENTON COUNTY, TEXAS

FIRST TEXAS HOMES, INC. OWNER/DEVELOPER
500 Crescent Court, Suite 350 (214) 613–3400
Dallas, Texas 75201

JB PARTNERS, INC. SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 (972) 248–7676
Carrollton, Texas 75006
TBPE No. F–438 TBPLS No. 10076000

INDIVIDUAL PROJECT ORDER NUMBER #064487114

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the Town of Lakewood Village (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 6th, 2015, which is incorporated herein by reference.

Identification of Project:

Project Name: 300K Gallon Steel Ground Storage Tank
KH Project Manager: David Perkins, P.E.
Project Number: 064487114

Specific scope of basic Services:

Task 1 – Design Survey & Geotechnical Investigation

Fee \$40,000

A. Design level survey – The survey will include the following:

1. Contact Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
2. The Client shall arrange and make all provisions for access to perform the survey services.
3. Perform a field survey to identify and locate existing topographic elements at the ground storage tank site (existing tank and pump site).
4. Limits shall be confined to vicinity of existing tank and pump site.
5. Establish horizontal and vertical control benchmarks.
6. Prepare a final topographic drawing (ACAD) in digital format showing the features of the site (overall dimensions, equipment pads, valves, elevations, etc.) and ASCII coordinate file of points located in the field.
7. Investigation of existing record drawings, field measurements, and observations.

B. Geotechnical Investigation – The geotechnical investigation will include the following:

1. Perform up to 3 geotechnical borings at the ground storage tank site. The bore will be used to determine the general soil stratum as well as provide data for structural design of the ground storage tank. The boring will be to a depth of approximately thirty (30) feet.

Task 2 – Design

Fee \$120,000

The Consultant will perform the following professional services:

- A. TCEQ Coordination – Identify required notifications and submittals for the proposed ground storage tank and site piping.
- B. Civil Engineering Services – Perform design services for the following items:
 - 1. Design of a new 300K gallon ground storage tank and associated site piping.
 - 2. Design of connections to existing water distribution system
- C. Prepare Documents – Prepare engineering plans, specifications, and construction contract documents for project bidding and regulatory approval. Plans will consist of 11”x 17” plan and detail sheets. The Consultant anticipates preparing approximately 15-20 sheets. The Consultant will provide the following information on the plan sheets:
 - Site plan / location map
 - Plan and Section views of tank, piping, and equipment
 - Electrical plans
 - Site piping improvements
 - Details
- D. Specifications will include technical specifications for materials and installation of the proposed facilities. The Contract Documents will be based upon the *Engineers Joint Contract Documents Committee* (EJCDC) documents. The NCTCOG *Standard Specifications for Public Works Construction* and the Client’s requirements for Public Works Construction will govern other specifications.
- E. Submit to the Client 30% complete plans, specifications, Contract Documents, and OPCC for review and comments.
- F. Make revisions based on the Client’s review of the 30% submittal.
- G. Submit to the Client 95% complete plans, specifications, Contract Documents, and OPCC for review and comments.
- H. Make revisions based on the Client’s review of the 95% submittal.
- I. Submit final plans, specifications, and Contract Documents for TCEQ review.

Meetings:

- A. Meet with Client to Review 30% Plans and Specifications.
- B. Meet with Client to Review 95% Plans and Specifications.

Deliverables:

- A. Two (2) copies of 30% complete plans, specifications, Contract Documents and Opinion of Probable Construction Cost (OPCC) for review and comment.
- B. Two (2) copies of 95% complete plans, specifications, Contract Documents and OPCC for review and comment.
- C. Three (3) copies of final plans, Contract Documents and OPCC.

Services/Deliverables provided by the Client:

- A. Review and comment on the 30% and 95% submittal.
- B. Pay for any permit application fees or other fees required.

Task 3 – Bidding***Fee \$15,000***

- A. Advertise the project on Civcast and prepare Bid Advertisement.
- B. Issue addenda as required.
- C. Attend Bid Opening.
- D. Attend City Council Construction Contract Award Meeting.

Deliverables:

- A. Prepare Bid Tabulation and Recommendation for Award letter.

Services/Deliverables provided by the Client:

- A. Submit advertisement and pay for any cost associated with advertisement.
- B. Attend bid opening.
- C. Award contract.

Task 4 - Construction Contract Administration***Fee \$60,000***

Consultant will provide professional construction phase services to the Client during construction of this project. The estimated construction period of the project is six (6) months for the basis of establishing the Consultant's Fee. The construction phase services are as follows:

- Pre-Construction Conference – the Consultant will conduct a pre-construction conference prior to commencement of work at the site.
- Visits to Site and Construction Observation – the Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by

Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

- The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KHA have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- Recommendations with Respect to Defective Work – the Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- Clarifications and Interpretations – the Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
- Change Orders – the Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- Shop Drawings and Samples – the Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment

choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

- Substitutes and "or-equal." – the Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- Inspections and Tests – the Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- Disagreements between Client and Contractor – the Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- Applications for Payment – Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
- By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of

Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

- Substantial Completion – the Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.
- Final Notice of Acceptability of the Work – the Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- Limitation of Responsibilities – the Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- Record Drawings – Prepare project "Record Drawings" based on information provided by the Contractor and/or Client as to the actual field placement of the work including any changes or deletions. Consultant is not responsible for the accuracy of the information provided by the Contractor and/or the Client. Consultant will provide the following deliverables:
 - One (1) set of reproducible (11" x 17") Record Drawings.
 - One (1) set of .pdf file Record Drawings (each sheet will be a separate .pdf file)

Deliverables:

- Shop Drawing Reviews – as described above.

- Contractor's Estimates – as described above.

Services/Deliverables provided by the Client:

- Provide Client's staff input on progress of work.
- Payment of the Contractor.

Method of compensation: The services identified in the scope of services shall be provided on a lump sum and hourly basis. See below for task budget breakdowns.

| <u>Description</u> | <u>Method</u> | <u>Fee</u> |
|---|---------------|---------------------|
| Task 1 – Design Surveying & Geotechnical Investigation | | |
| <i>Design Survey</i> | Reimbursable | \$20,000.00 |
| <i>Geotechnical Investigation</i> | Reimbursable | \$20,000.00 |
| Task 2 – Design | Lump Sum | \$120,000.00 |
| Task 3 – Bidding | Lump Sum | \$15,000.00 |
| Task 4 – Construction Contract Administration | Lump Sum | \$60,000.00 |
| Total Project Fee | | \$235,000.00 |

All permitting, application, and similar project fees will be paid directly by the Client. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

The Consultant's estimate of the amount that will become payable associated with the reimbursable tasks is only an estimate for planning purposes, and is not binding on the parties, and is not the minimum or maximum amount payable to the Consultant under this Agreement.

Additional Services if required: Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Client, will be considered additional services. Additional Services will be compensated on a reimbursable basis at the then current hourly rates plus 6% to cover certain direct expenses for the project including in-house duplicating, local mileage, telephone calls, facsimiles, word processing computer time, and postage. Other direct expenses will be billed at 1.15 times cost. Consultant will not perform any Additional Services without Client's prior approval. Additional services include, but are not limited to, the following:

- Design of any other items that are not within the Scope of Services referenced herein.
- Establishing new survey monuments for any of the proposed sites.
- Accompanying the Client's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
- Any additional changes to the Contract Documents necessary to break the project into phases or bidding portions of the project at a later date.
- Making significant modifications to the plans and specifications after the 95% submittals have been approved by the Client.
- Additional sets of bidding documents.
- Professional services associated with re-bidding the project.
- Providing project representative services, on-site inspection, during the construction phase of the project.
- Meetings beyond those described in the scope including but not limited to meetings or presentations to City Council, meetings with regulatory agencies, and meetings with industrial representatives, public meetings.
- Providing additional documentation required by the Client's legal representative during condemnation proceedings.
- Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Providing any easement acquisition services.
- Any services not specifically listed in the Scope of Services.

Deliverables: Task specific deliverables as identified in the Scope of Basic Services

Terms of compensation: In accordance with the terms of the Master Agreement for Continuing Professional Services, as referenced herein.

Other special terms of Individual Project Order: Not Used.

ACCEPTED:

CLIENT

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

P.E. No.: _____

DATE: _____

DATE: _____

INDIVIDUAL PROJECT ORDER NUMBER #0644871115

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the Town of Lakewood Village (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 6th, 2015, which is incorporated herein by reference.

Identification of Project:

Project Name: New Production Water Well
KH Project Manager: David Perkins, P.E.
Project Number: 0644871115

Specific scope of basic Services:

Task 1 – Design Survey

Fee \$15,000

A. Design level survey – The survey will include the following:

1. Contact Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
2. The Client shall arrange and make all provisions for access to perform the survey services.
3. Perform a field survey to identify and locate existing topographic elements at the proposed site of the well
4. Limits shall be confined to vicinity of the proposed well on the SW corner of Lakecrest Drive and Highridge Drive across from Town Hall.
5. Establish horizontal and vertical control benchmarks.
6. Prepare a final topographic drawing (ACAD) in digital format showing the features of the site (overall dimensions, equipment pads, valves, elevations, etc.) and ASCII coordinate file of points located in the field.
7. Investigation of existing record drawings, field measurements, and observations.
8. This task does not include boundary survey, platting or easement designation. Consultant assumes that the Owner will provide tract boundary and deed information prior to design survey.

Task 2 – Design –Production Well

Fee \$400,000

The Consultant will perform the following professional services:

- A. TCEQ & Groundwater Conservation District Coordination – Identify required notifications and submittals for the proposed production well and site piping.

- B. Civil Engineering Services – Perform design services for the following items:
1. Design of a new **350 gpm Twin Mountains** (Lower Trinity) production well, associated site piping, chlorination equipment, and up to 500 linear feet of raw water line.
 2. Design of connections to existing water distribution system
- C. Prepare Documents – Prepare engineering plans, specifications, and construction contract documents for project bidding and regulatory approval. Plans will consist of 11”x 17” plan and detail sheets. The Consultant anticipates preparing approximately 20-25 sheets. The Consultant will provide the following information on the plan sheets:
- Site plan / location map
 - Plan and Section views of, well, piping, and equipment
 - Electrical plans
 - Site piping improvements
 - Details
- D. Specifications will include technical specifications for materials and installation of the proposed facilities. The Contract Documents will be based upon the *Engineers Joint Contract Documents Committee* (EJCDC) documents. The NCTCOG *Standard Specifications for Public Works Construction* and the Client’s requirements for Public Works Construction will govern other specifications.
- E. Submit to the Client 30% complete plans, specifications, Contract Documents, and OPCC for review and comments.
- F. Make revisions based on the Client’s review of the 30% submittal.
- G. Submit to the Client 95% complete plans, specifications, Contract Documents, and OPCC for review and comments.
- H. Make revisions based on the Client’s review of the 95% submittal.
- I. Submit final plans, specifications, and Contract Documents for TCEQ and Groundwater Conservation District review.

Meetings:

- A. Meet with Client to Review 30% Plans and Specifications.
- B. Meet with Client to Review 95% Plans and Specifications.

Deliverables:

- A. Two (2) copies of 30% complete plans, specifications, Contract Documents and Opinion of Probable Construction Cost (OPCC) for review and comment.

- B. Two (2) copies of 95% complete plans, specifications, Contract Documents and OPCC for review and comment.
- C. Three (3) copies of final plans, Contract Documents and OPCC.

Services/Deliverables provided by the Client:

- A. Review and comment on the 30% and 95% submittal.
- B. Pay for any permit application fees or other fees required.

Task 3 – Bidding

Fee \$15,000

- A. Advertise the project on Civcast and prepare Bid Advertisement.
- B. Issue addenda as required.
- C. Attend Bid Opening.
- D. Attend City Council Construction Contract Award Meeting.

Deliverables:

- A. Prepare Bid Tabulation and Recommendation for Award letter.

Services/Deliverables provided by the Client:

- A. Submit advertisement and pay for any cost associated with advertisement.
- B. Attend bid opening.
- C. Award contract.

Task 4 - Construction Contract Administration

Fee \$85,000

Consultant will provide professional construction phase services to the Client during construction of this project. The estimated construction period of the project is six (6) months for the basis of establishing the Consultant's Fee. The construction phase services are as follows:

- Pre-Construction Conference – the Consultant will conduct a pre-construction conference prior to commencement of work at the site.
- Visits to Site and Construction Observation – the Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional

judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

- The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KHA have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- Recommendations with Respect to Defective Work – the Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- Clarifications and Interpretations – the Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
- Change Orders – the Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- Shop Drawings and Samples – the Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

- Substitutes and "or-equal." – the Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- Inspections and Tests – the Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- Disagreements between Client and Contractor – the Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- Applications for Payment – Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
- By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose

responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

- Substantial Completion – the Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.
- Final Notice of Acceptability of the Work – the Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant’s knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- Limitation of Responsibilities – the Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- Record Drawings – Prepare project “Record Drawings” based on information provided by the Contractor and/or Client as to the actual field placement of the work including any changes or deletions. Consultant is not responsible for the accuracy of the information provided by the Contractor and/or the Client. Consultant will provide the following deliverables:
 - One (1) set of reproducible (11” x 17”) Record Drawings.
 - One (1) set of .pdf file Record Drawings (each sheet will be a separate .pdf file)

Deliverables:

- Shop Drawing Reviews – as described above.
- Contractor’s Estimates – as described above.

Services/Deliverables provided by the Client:

- Provide Client's staff input on progress of work.
- Payment of the Contractor.

Method of compensation: The services identified in the scope of services shall be provided on a lump sum and hourly basis. See below for task budget breakdowns.

| <u>Description</u> | <u>Method</u> | <u>Fee</u> |
|--|---------------|---------------------|
| Task 1 – Design Surveying | Reimbursable | \$15,000.00 |
| Task 2 – Design | Lump Sum | \$400,000.00 |
| Task 3 – Bidding | Lump Sum | \$15,000.00 |
| Task 4 – Construction Contract Administration | Lump Sum | \$85,000.00 |
| Total Project Fee | | \$515,000.00 |

All permitting, application, and similar project fees will be paid directly by the Client. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

The Consultant's estimate of the amount that will become payable associated with the reimbursable tasks is only an estimate for planning purposes, and is not binding on the parties, and is not the minimum or maximum amount payable to the Consultant under this Agreement.

Additional Services if required: Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Client, will be considered additional services. Additional Services will be compensated on a reimbursable basis at the then current hourly rates plus 6% to cover certain direct expenses for the project including in-house duplicating, local mileage, telephone calls, facsimiles, word processing computer time, and postage. Other direct expenses will be billed at 1.15 times cost. Consultant will not perform any Additional Services without Client's prior approval. Additional services include, but are not limited to, the following:

- Design of any other items that are not within the Scope of Services referenced herein.
- Establishing new survey monuments for any of the proposed sites.
- Accompanying the Client's personnel when meeting with the Texas Commission on Environmental

Quality, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.

- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
- Any additional changes to the Contract Documents necessary to break the project into phases or bidding portions of the project at a later date.
- Making significant modifications to the plans and specifications after the 95% submittals have been approved by the Client.
- Additional sets of bidding documents.
- Professional services associated with re-bidding the project.
- Providing project representative services, on-site inspection, during the construction phase of the project.
- Meetings beyond those described in the scope including but not limited to meetings or presentations to City Council, meetings with regulatory agencies, and meetings with industrial representatives, public meetings.
- Providing additional documentation required by the Client's legal representative during condemnation proceedings.
- Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Providing any easement acquisition services.
- Any services not specifically listed in the Scope of Services.

Deliverables: Task specific deliverables as identified in the Scope of Basic Services

Terms of compensation: In accordance with the terms of the Master Agreement for Continuing Professional Services, as referenced herein.

Other special terms of Individual Project Order: Not Used.

ACCEPTED:

CLIENT

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

P.E. No.: _____

DATE: _____

DATE: _____

**TOWN OF LAKEWOOD VILLAGE
CONSOLIDATED FEE ORDINANCE 22-xx**

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS,
ESTABLISHING A CONSOLIDATED FEE ORDINANCE; PROVIDING
FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE;
PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY
CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS
ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE
CAPTION HEREOF.**

WHEREAS, the Town Council of the Town of Lakewood Village ("Town Council") has investigated and determined that it would be advantageous and beneficial to the citizens of Lakewood Village to establish a consolidated fee ordinance for the citizens to determine fees with greater convenience and for the town Council to more easily amend fees as necessary; and

WHEREAS, the effective operation of the Town of Lakewood Village ("Town") requires the collection of fees for services the Town provides.

**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: Savings / Repealing Clause

All ordinances that are in conflict with the provisions of this ordinance, and the same are hereby repealed and all other ordinances of the town not in conflict with the provisions of this ordinance shall remain in full force and effect.

Fee Ordinance 20-10 is hereby repealed in its entirety.

Section 3: Adoption

The Consolidated Fee Ordinance attached hereto as Exhibit A is hereby adopted as the consolidated fee ordinance for the Town.

Section 4: Penalty Clause

A. Violation

A person who knowingly violates any provision of this chapter is guilty of separate offense for each day during which the violation is continued after notification.

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.

C. 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.

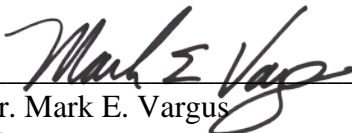
B. Independent Sections

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: Effective Date

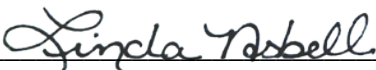
The amendments to this Ordinance shall become effective from and after its date of passage and publication as provided by law.

PASSED AND APPROVED by the Town Council of the Town of Lakewood Village, Texas this the ~~xx~~13th day of ~~xxx~~May, 202~~2~~1.



Dr. Mark E. Vargus
Mayor

ATTESTED:



Linda Asbell, TRMC, CMC
Town Secretary





Exhibit A

CONSOLIDATED FEE ORDINANCE

Adopted: May 13, 2021

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SECTION 1: BUILDING / CONSTRUCTION

1.1. RESIDENTIAL BUILDING PERMIT

1.1.1. Scope

Defined in the Residential Code and as amended by the Town of Lakewood Village residential new home construction permits consist of seven (7) components:

- 1) Application for Building Permit;
- 2) Structure;
- 3) Mechanical;
- 4) Electrical;
- 5) Gas (if applicable);
- 6) Plumbing; and
- 7) Concrete / Flatwork.

Add-ons such as an accessory building, irrigation, fencing, propane and/or a retaining wall may be included in the home building application if the home has not received a Certificate of Occupancy and the general contractor has requested the additional scope of work. All add-ons must be inspected and are subject to required plan reviews.

A Certificate of Occupancy will not be issued until the entire scope of the job has been completed and all required inspections have been passed by the building inspector.

1.1.2. Fee Rate

New construction fee rate is assessed on the total conditioned space, cooled and/or heated area of the dwelling.

| | |
|--|--------------------|
| New Home Construction | \$ 2 / sq. ft. |
| Remodel / Home Addition <= 1,000 sq. ft. | \$ 75 / Inspection |
| Remodel / Home Addition > 1,000 sq. ft. | \$ 2 / sq. ft. |
| Accessory Building > 250 sq. ft. | \$ 75 / Inspection |

Conversion of non-conditioned space to conditioned space within 24 months of the initial CO of the dwelling will be charged a permit fee of the greater of \$2/sq. ft. or \$75 per required inspection.

1.1.3. Utility Account

All outstanding utility account balances from previous home builds must be paid in full prior to the issuance of a building permit.

Utility billing will begin upon approval of the foundation inspection.

1.2. POOL AND/OR SPA PERMIT

1.2.1. Fee Schedule

| | |
|----------------------|--------------------|
| Pool and Spa | \$ 700 |
| Pool Only | \$ 700 |
| Spa Only (In-Ground) | \$ 700 |
| Spa (Pre-Fabricated) | \$ 75 / Inspection |
| Pool Enclosures | \$ 150 |

1.3. PROJECT PERMIT

1.3.1. Scope

Refer to Building or Residential Code as amended by the Town of Lakewood Village for types of projects that require a permit. All projects are subject to applicable re-inspection fees as outlined in section 1.5.

1.3.2. Fee Schedule

| | |
|--|----------------|
| Electrical | \$ 75 |
| Plumbing | \$ 75 |
| Water Heater Replacement | \$ 25 |
| Mechanical | \$ 75 |
| Outdoor A/C Unit Replacement | \$ 25 |
| Indoor Air Handling Unit Replacement | \$ 25 |
| Sprinkler / Irrigation | \$ 75 |
| Property Fence / Screening Wall | \$ 25 |
| Flatwork \leq 250 sq. ft. | \$ 0 |
| Flatwork <u>> 250 sq. ft. — Small Storage Unit</u> | \$ <u>1000</u> |
| Flatwork — Driveway <u>(New or Replacement > 250 sq. ft.)</u> | \$ 100 |
| <u>Flatwork — All Other</u> | <u>\$ 100</u> |

Small storage units are less than or equal to 250 sq. ft. in size, are detached from the driveway, and will not house any automobiles or similar motor vehicles do not require a permit. Flatwork which connects to the driveway or that which is intended or used for ingress/egress by automobiles or similar shall be permitted as a driveway.

1.4. PLAN REVIEW

1.4.1. Fee Schedule

| | |
|----------------------------------|----------|
| New Home | Included |
| Pool and/or Spa | Included |
| Remodel | \$ 75 |
| Home Addition | \$100 |
| Outdoor Living Space | \$ 75 |
| Accessory Building > 250 sq. ft. | \$ 75 |
| Generator – Backup Power | \$ 75 |
| Irrigation – Water Front | \$75 |

1.5. RE-INSPECTIONS

1.5.1. Fee Schedule

Payment for a re-inspection fees shall be paid in full prior to the CO/CSI inspections for a new home and prior to the final inspection for a project.

| | |
|-----------------------------------|--|
| New Home Construction | 4 th and beyond = \$ 75 / Inspection CO: 2 nd and Beyond = \$75 / Inspection CSI: 2 nd and Beyond = \$50 / Inspection |
| Pool / Pool & Spa / In Ground Spa | 2 nd and Beyond = \$ 75 / Inspection |
| Project w/ 5 or More Inspections | 2 nd and Beyond = \$ 75 / Inspection |
| Project w/ 4 or Less Inspections | \$ 75 / Inspection |
| CO | \$75 / Inspection |
| CSI | \$ 25 / Inspection |

1.6. CONTRACTOR REGISTRATION

1.6.1. Scope

The General Contractor (new home construction) and all licensed contractors must register with the Town of Lakewood Village before applying for permits.

1.6.2. Fee Schedule

| | |
|---------------------------------|------|
| General Contractors, Building | \$ 0 |
| Electrical | \$ 0 |
| Plumbing | \$ 0 |
| Mechanical | \$ 0 |
| Irrigation | \$ 0 |
| Third Party Back-Flow Inspector | \$ 0 |

1.7. CERTIFICATE OF OCCUPANCY & CUSTOMER SERVICE INSPECTION

1.7.1. Scope

The fee for the CO applies to all inspections within the Town of Lakewood Village. The CSI inspection applies to all the Town's utility service areas within the Town and ETJ.

1.7.2. Fee Schedule

| | |
|------------|--------|
| CO and CSI | \$ 100 |
| CO Only | \$ 75 |
| CSI Only | \$ 25 |

SECTION 2: UTILITIES

2.1. DEPOSITS

2.1.1. Town of Lakewood Village (Corporate Boundaries) - Deposit is fully refundable at account closing after final bill has been paid. Deposit refund checks are valid for 90 days after issuance and then become void.

| | |
|---------|--------|
| Deposit | \$ 300 |
|---------|--------|

2.1.2. Rocky Point (ETJ) - Deposit is fully refundable at account closing after final bill has been paid. Deposit refund checks are valid for 90 days after issuance and then become void.

| | |
|---------|--------|
| Deposit | \$ 100 |
|---------|--------|

2.2. WATER RATES

2.2.1. Residential - Town of Lakewood Village (Corporate Boundaries)

| | |
|--|---------------------------|
| Meter Size < 1": 0 → 2,000 Gallons / Month | \$ 30.00 25.00 |
| Meter Size ≥ 1": 0 → 2,000 Gallons / Month | \$ 40.00 25.00 |
| 2,001 → 20,000 Gallons / Month | \$ 4.75/1,000 gal |
| 20,001 → 50,000 Gallons / Month | \$ 6.25/1,000 gal |
| > 50,000 Gallons / Month | \$ 15.00/1,000 gal |

2.2.2. Commercial – Town of Lakewood Village (Corporate Boundaries)

| | |
|---------------------------|-------------------|
| 0 → 2,000 Gallons / Month | \$ 39.00 |
| > 2,000 Gallons / Month | \$ 6.00/1,000 gal |

2.2.3. Rocky Point (ETJ)

| | |
|---------------------------|-------------------|
| 0 → 3,000 Gallons / Month | \$ 37.00 |
| > 3,000 Gallons / Month | \$ 8.00/1,000 gal |

2.2.4. Rocky Point (ETJ – Formally Last Resorts)

| | |
|---------------------------|-------------------|
| 0 → 3,000 Gallons / Month | \$ 57.00 |
| > 3,000 Gallons / Month | \$ 4.00/1,000 gal |

2.2.5. Water Leaks at Residences

1. Leaks in a service line from property owner's side of the meter, excluding outdoor irrigation of any kind, will be charged the average bill plus \$1.50 (inside the town limits) or \$4.00 (outside the town) per thousand gallons above the average monthly usage. This adjustment shall only apply to one leak/billing cycle in a twelve-month period.
2. An adjustment will be made upon an approved plumbing inspection of the repair(s) by the Building Inspector.
3. The basis for computing the average bill and average usage for 1 and 2 (above) shall be the preceding three months
4. The Town will be responsible for making repairs for leaks that occur within the confines of the meter box. The property owner will be responsible for payment for water consumption due to any leak on the owner's side of the meter regardless if the leak is inside the meter box.

2.2.6. North Texas Groundwater District Fee

The cost of the North Texas Groundwater District Fee will be computed monthly and will be charged to each water customer based on water consumption.

2.3. SEWER RATES

| | |
|---|----------|
| Town of Lakewood Village (Corporate Boundaries) Flat Rate / Month | \$ 45.00 |
|---|----------|

2.4. WATER DISCONNECT / RECONNECT

| | |
|------------------------------------|----------|
| Weekdays between 8 a.m. and 5 p.m. | \$ 50.00 |
| Weekends / Holidays / After Hours | \$ 50.00 |

Unauthorized resumption of service by the customer may result in meter removal and an additional fee of \$100.00 to be paid prior to the resumption of service.

2.5. GARBAGE COLLECTION

2.5.1. Town of Lakewood Village (Corporate Boundaries)

| | |
|---|----------|
| Flat Rate / Month | \$ 22.50 |
| Additional Collection Container / Month | \$ 10.00 |
| Franchise Fee | \$ 2.00 |

2.6. BULK TRASH

2.6.1. Town of Lakewood Village (Corporate Boundaries)

| | |
|-------------------------|------|
| Included in Monthly Fee | \$ 0 |
|-------------------------|------|

2.7. TAPS

2.7.1. Water – Town of Lakewood Village (Corporate Boundaries)

| | |
|--------------------|----------|
| Water Tap | \$ 2,000 |
| Meter and Set Fee | |
| Standard meter | \$390 |
| ¾ Inch Remote Read | \$495 |
| 1 Inch Remote Read | \$595 |

2.7.2. Water – Rocky Point (ETJ)

| | |
|--------------------|----------|
| Water Tap | \$ 2,000 |
| Meter and Set Fee | |
| Standard meter | \$390 |
| ¾ Inch Remote Read | \$495 |
| 1 Inch Remote Read | \$595 |

2.7.3. Sewer – Town of Lakewood Village (Corporate Boundaries)

| | |
|-----------|----------|
| Sewer Tap | \$ 1,550 |
|-----------|----------|

SECTION 3: ZONING

3.1. ZONING CHANGE APPLICATION

3.1.1. Fee Schedule

| | |
|-----------------------|-----------------------|
| Administrative Review | \$ 250 |
| Professional Services | Actual Costs Incurred |

The Administrative review fee does not include any engineering, legal, or other professional services that may be needed. The administrative fee is charged for each submittal.

3.2. PLANNED DEVELOPMENT (PD)

3.2.1. Fee Schedule

| | |
|-----------------------|-----------------------|
| Administrative Review | \$ 250 |
| Professional Services | Actual Costs Incurred |

The Administrative review fee does not include any engineering, legal, or other professional services that may be needed. The administrative fee is charged for each submittal.

3.3. SPECIFIC USE PERMIT (SUP)

3.3.1. Fee Schedule

| | |
|-----------------------|-----------------------|
| Administrative Review | \$ 100 |
| Professional Services | Actual Costs Incurred |

The Administrative review fee does not include any engineering, legal, or other professional services that may be needed. The administrative fee is charged for each submittal.

3.4. VARIANCE

3.4.1. Fee Schedule

| | |
|-------------|------|
| Per Request | \$ 0 |
|-------------|------|

3.5. ANNEXATION REQUEST

3.5.1. Application Form

Submittal information shall meet the requirements of Texas Local Government Code, Chapter 43.

3.5.2. Fee Schedule

| | |
|--------------|------|
| Staff Review | \$ 0 |
|--------------|------|

SECTION 4: PLAT**4.1. PRELIMINARY PLAT****4.1.1. Fee Schedule**

| | |
|------------|--|
| < 100 Lots | \$ 2,500 upon submittal, plus additional actual costs incurred |
| ≥ 100 Lots | \$ 5,000 upon submittal, plus additional actual costs incurred |

4.2. FINAL PLAT OR DEVELOPMENT PLAT**4.2.1. Fee Schedule**

| | |
|------------|--|
| < 100 Lots | \$ 1,000 upon submittal, plus additional actual costs incurred |
| ≥ 100 Lots | \$ 2,000 upon submittal plus additional actual costs incurred |

4.3. REPLAT**4.3.1. Fee Schedule**

| | |
|-----------------------|---|
| Administrative Review | \$ 250 |
| Professional Services | \$1,000 upon submittal, plus additional actual costs incurred |

4.4. AMENDING PLAT**4.4.1. Fee Schedule**

| | |
|-----------------------|---|
| Administrative Review | \$250 |
| Professional Services | \$1,000 upon submittal, plus additional actual costs incurred |

SECTION 5: CONSTRUCTION PLANS**5.1. PLAN APPROVAL**

Prior to approval of the Final Plat, all construction plans must be approved by the Town engineers. Construction plan components include drainage plans, roadway, utility plans, and any additional required submittals.

5.1.1. Fee Schedule

| | |
|------------|---|
| < 100 Lots | \$ 7,000 upon submittal, plus additional actual costs incurred |
| ≥ 100 Lots | \$ 11,000 upon submittal, plus additional actual costs incurred |

**SECTION 6: GENERAL****6.1. RETURNED CHECK**

| | |
|----------------|---------------|
| Administration | \$ 30 / Check |
|----------------|---------------|

6.2. ANIMAL CONTROL

| | |
|------------------|------------|
| Pet Registration | \$ 0 / Pet |
|------------------|------------|

6.3. TOWN HALL RENTAL

| |
|---------------------------------------|
| \$50 per day - \$100 Deposit Required |
|---------------------------------------|

6.4. PEDDLER / ITINERANT VENDOR

| | |
|-------------|-------------------|
| Application | \$ 150 |
| License | \$ 100 / Employee |

6.5. SIGNS – RESERVED FOR FUTURE USE

| |
|----|
| \$ |
|----|

6.6. OPEN RECORDS REQUEST

Fees for open records request shall be in accordance with Subchapter F of the Public Information Act, sections 552.261 through 552.275, as amended.

All information requests shall be submitted in writing to the Town of Lakewood Village, attention Town Secretary. No verbal requests shall be accepted.

| | |
|-----------------------------|-------|
| Transcript Preparation Fee* | \$ 25 |
|-----------------------------|-------|

*Transcript preparation fee does not include the fee for an actual transcript of the proceedings.

SECTION 8: DEFINITIONS

8.1. GENERAL

Terms that 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 that is consistent with the intent and purpose of this Ordinance, or an interpretation that is consistent with previous usage or interpretation.

8.2. WORDS AND TERMS DEFINED

CSI: Customer Service Inspection.

CO: Certification of Occupancy

Conditioned Space: the area devoted to the living area in a residence or dwelling and is exclusive of porches, enclosed or open breezeways or other non-living space.

ETJ: Extraterritorial Jurisdiction

End of Exhibit A

Adoption and Summary of Amendments

| Ordinance Number | Date | Summary |
|------------------|--------------------|---|
| 22-xx | | <ul style="list-style-type: none"> • 1.3.2 Clarified sizes and descriptions for flatwork and driveways • 2.2.1 Updated residential rates |
| 21- 05 | May 13, 2021 | <ul style="list-style-type: none"> • 1.1.1 Described policy of add on jobs to an ongoing new home build • 1.1.3 Added section • 1.3.2 Lowered cost of a/c equipment replacement • 1.4.1 Separated home addition from remodel • 1.4.1 Added irrigation and generators • 1.4.1 Removed retaining wall • 1.5.1 Updated re-inspection fee schedule • 2.2.4 Added Last Resorts water rates |
| 20-10 | August 13, 2020 | <ul style="list-style-type: none"> • 2.2.1 Revised Water Rates • 2.3.1 Revised Sewer Rates • 2.7 Revised Water and Sewer Tap Fees |
| 19-17 | December 12, 2019 | <ul style="list-style-type: none"> • 2.1 Added requirement to pay final water bill to receive water deposit refund • 2.5 Increased Solid Waste Rates to reflect rates in 2020 Republic Services Contract • 4 Required initial deposit and payment of actual costs incurred • 5 Required initial deposit and payment of actual costs incurred |
| 19-16 | November 14, 2019 | <ul style="list-style-type: none"> • 2.7.1 Meter and Set Fee established for different sized connections |
| 19-07 | July 11, 2019 | <ul style="list-style-type: none"> • 7. Added Municipal Court Section |
| 18-04 | September 13, 2018 | <ul style="list-style-type: none"> • 1 Clarified difference between projects, remodels and plan reviews • 1.6.2 Registration fees were \$25 • 2.2.1 Revised water rates • 2.2.4 Updated leak adjustment |
| 15-09 | July 9, 2015 | <ul style="list-style-type: none"> • Added utility fees. |
| 14-05 | June 12, 2014 | <ul style="list-style-type: none"> • First step in consolidating fees into a single ordinance; reserved sections will require amendments to other ordinances to remove fees. |
| 11-10 | May 12, 2011 | REPEALED |

Investment Report 1/1/22

Depository - Point Bank

| | 30-Sep-21 | 31-Dec-21 |
|----------------------------------|------------------|------------------|
| General Fund | \$25,694 | \$24,415 |
| General Fund Reserve | \$550,717 | \$264,955 |
| Tax | \$69 | \$152,368 |
| <i>Total Unrestricted</i> | \$576,480 | \$441,738 |

| | | |
|---------------------------------|------------------|------------------|
| Utility Fund | \$20,464 | \$20,842 |
| Utility Fund Reserve | \$304,098 | \$254,819 |
| Credit Card Account | \$20,969 | \$16,629 |
| Rocky Point Operating | \$2,130 | \$1,497 |
| Rocky Point Reserve | \$20,023 | \$14,777 |
| <i>TOTAL Proprietary</i> | \$367,684 | \$308,564 |

| | | |
|--------------------------------|-----------------|------------------|
| Debt Servicing | \$57 | \$122,182 |
| MDD | \$41,067 | \$43,047 |
| <i>TOTAL Restricted</i> | \$41,124 | \$165,229 |

| | | |
|-------------------------------|------------------|------------------|
| TOTAL Depository Funds | \$985,288 | \$915,531 |
|-------------------------------|------------------|------------------|

Interest Rate 1.02 %

TexPool Prime

| | 30-Sep-21 | 31-Dec-21 |
|-----------------|-----------------|-----------------|
| General Reserve | \$10,023 | \$10,022 |
| Utility Reserve | \$10,025 | \$10,024 |
| TOTAL | \$20,048 | \$20,046 |
| <i>Yield</i> | <i>0.0629%</i> | <i>0.0904%</i> |

Grand Totals

| 30-Sep-21 | 31-Dec-21 |
|--------------------|------------------|
| \$1,005,336 | \$935,577 |