



**LAKEWOOD VILLAGE TOWN HALL
100 HIGHRIDGE DRIVE
LAKEWOOD VILLAGE, TEXAS
TOWN COUNCIL MEETING
MARCH 9, 2023 7:00 P.M.**

REGULAR SESSION – AGENDA

Call to Order and Announce a Quorum is Present

A. PLEDGE TO THE FLAG:

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

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

D. 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 February 9, 2023 Council Meeting (Ruth)
2. Receipt and Acceptance of Certificate of Unopposed Candidates (Ruth)
3. Ordinance Cancelling the May 6, 2023 General Election and Declaring Winners (Ruth)
4. Ratification of Engagement of Brown Reynolds Waterford Architects (Ruth)
5. Engagement of Inspecting Solutions, LLC for Health and Safety Inspections (Ruth)

E. REGULAR AGENDA:

1. Consideration of Contract with Sam Morgan, Little Elm Services (Vargus)
2. Consideration of Resolution Determining Necessity for a Temporary Traffic Signal at Lakecrest Drive and Eldorado Parkway (Vargus)
3. Consideration of Authorization of Mayor to Execute Task Order for Temporary Traffic Signal at Lakecrest Drive and Eldorado Parkway (Vargus)
4. Consideration of Amendment of Regional Sewer Cost Allocation and Rough Proportionality Determination by Town Engineer, involving developments in the town limits and extraterritorial jurisdiction (Vargus)
5. Consideration of Cost Reimbursement Agreement with First Texas (Vargus)
6. Consideration of Rescinding/Ratifying the Development Agreement with Lakewood Village Partnership, LLC for the Northshore development (Vargus)

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7. Consideration of Development Agreement with The Villas at Lakewood Village LLC, for The Villas development. (Vargus)

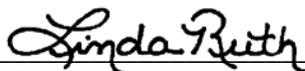
F. EXECUTIVE SESSION: – In accordance with Texas Government Code, Section 551.001, et seq., the Town Council will recess into Executive Session (closed meeting) to discuss the following:

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

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

H. ADJOURNMENT

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 5:15 p.m. on Monday, March 6, 2023.



Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



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

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

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

LAKWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

FEBRUARY 9, 2023

Council Members:

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

Town Staff:

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

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, February 9, 2023, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

PLEDGE TO THE FLAG:

(Agenda Item A)

Mayor Vargus led the Pledge of Allegiance.

VISITOR/CITIZENS FORUM:

No one requested to speak.

PUBLIC HEARING:

(Agenda Item C)

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

No one requested to speak.

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Councilman Farage voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:01 p.m.
The motion carried.

REGULAR AGENDA:

(Agenda Item D.)

**Consideration of Final Plat and Construction
Plans for the Northshore Development (Ruth)**

(Agenda Item D.1)

Mayor Vargus reported the engineer recommended approval contingent on minor corrections.

MOTION: Upon a motion made by Councilwoman Lepley and seconded Mayor Pro-Tem West voted five (5) “ayes”, no (0) “nays” to approve the final plat and civil construction plans for the Northshore Project contingent upon submittal of a signed, sealed, and corrected set of documents to the Town Administrator. *The motion carried.*

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

(Agenda Item D.2)

Mayor Vargus reviewed the original cost allocation created by the town engineer. The bid for the lift station and additional costs have come in lower than originally anticipated. The approximate cost is \$1,965,000. Mayor Vargus reviewed the cost division among the multiple developers. Mayor Vargus reported the three major developers will contribute funds to an escrow account which will be held by the town. The town will advance the funds to cover the costs assigned to developers who are not yet participating. The town funds will be recovered at the time the other nonparticipants develop. Mayor Vargus asked the council to approve the new assessment of costs to the developers.

MOTION: Upon a motion made by Councilwoman Lepley and seconded Mayor Pro-Tem West voted five (5) “ayes”, no (0) “nays” to approve the new assessment of costs for the regional lift station. *The motion carried.*

**Consideration of Minutes of January 27, 2023
Council Meeting (Ruth)**

(Agenda Item D.3)

MOTION: Upon a motion made by Councilman Farage and seconded Councilman Bushong voted five (5) “ayes”, no (0) “nays” to approve the minutes of the January 27, 2023 council meeting as presented. *The motion carried.*

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FEBRUARY 9, 2023**

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**Consideration of Ordinance Calling Election
for May 6, 2023 (Ruth)**

(Agenda Item D.4)

Town Administrator Ruth reported the ordinance is standard language used to call an election each year.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded Councilwoman Lepley voted five (5) “ayes”, no (0) “nays” to approve the ordinance calling the election for May 6, 2023 as presented. *The motion carried.*

EXECUTIVE SESSION:

(Agenda Item F)

At 7:09 p.m. Mayor Vargus recessed into executive session in accordance with

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

RECONVENE:

(Agenda Item G)

Mayor Vargus reconvened the regular session at 7:48 p.m.

ADJOURNMENT

(Agenda Item H)

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Councilman Bissonette council voted five (5) “ayes” and no (0) “nays” to adjourn the Special Meeting of the Lakewood Village Town Council at 7:48 p.m. on Thursday, February 9, 2023. The motion carried.

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

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

APPROVED:

Darrell West
Mayor Pro-Tem

ATTEST:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



CERTIFICATION OF UNOPPOSED CANDIDATES
CERTIFICACIÓN DE CANDIDATOS ÚNICOS

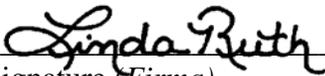
TO: Presiding Officer of Governing Body, Dr. Mark E. Vargus, Mayor
Al: *Presidente de la entidad gobernante, Dr. Mark E. Vargus, Alcalde*

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on Saturday, May 6, 2023.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el sábado, 6 día de mayo, 2023.

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

<u>Offices (Cargos)</u>	<u>Candidates (Candidatos)</u>
Councilman At-Large Place 1 (<i>Concejales en General Place 1</i>)	Eric Farage
Councilman At-Large Place 3 (<i>Concejales en General Place 3</i>)	Matthew Bissonnette
Councilman At-Large Place 5 (<i>Concejales en General Place 5</i>)	Clint Bushong



Signature (*Firma*)

Linda Ruth, TRMC, CMC

Printed name (*Nombre en letra de molde*)

Town Administrator/Town Secretary (Secretario)

Title (*Puesto*)

February 20, 2023

Date of signing (*Fecha de firma*)

TOWN OF LAKEWOOD VILLAGE

ORDINANCE NO: 23-XX

AN ORDINANCE CANCELLING THE TOWN OF LAKEWOOD VILLAGE GENERAL ELECTION CURRENTLY SCHEDULED FOR MAY 6, 2023, DECLARING UNOPPOSED CANDIDATES, AND SETTING AN EFFECTIVE DATE.

WHEREAS, a General Election is currently scheduled for Saturday, May 6, 2023 for the purpose of electing one Mayor and town Council members; and

WHEREAS, the Town Secretary has given certification in accordance with Texas Election Code, that no candidate in the general election is opposed on the ballot, EC §2.052, or by a declared write-in candidate, EC §146.052, and no proposition is to appear on the ballot; and

WHEREAS, the Election Code provides for the cancellation of an election and the declaration of the unopposed candidates as elected to office; and

WHEREAS, the Council does not desire to incur public expense by conducting an unopposed election.

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

The General Election scheduled for Saturday, May 6, 2023 is hereby cancelled, and that Cling Bushong, Eric Farage, and Matt Bissonette are declared to be elected to their respective offices with the terms to begin in the same manner as if an election had taken place.

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

Dr. Mark E. Vargus
Mayor

ATTESTED:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary





AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixteenth day of February in the year Two Thousand and Twenty-Three.

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Town of Lakewood Village
100 Highridge Drive
Lakewood Village, TX 75068

and the Architect:

(Name, legal status, address and other information)

Brown Reynolds Watford Architects, Inc. (BRW)
3535 Travis Street, Suite 250
Dallas, TX 75204

for the following Project:

(Name, location and detailed description)

Town of Lakewood Village Town Hall Feasibility Study
Lakewood Village, TX
BRW Project No.: 223020.00

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Scope of Basic Services

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction. The project scope is a feasibility study for a new Town Hall for the Town of Lakewood Village. The proposed scope of services are described below:

Programming (Meeting #1)

Based on input from the Town departmental staff, BRW will develop a Space Program for the new Town Hall. The Space Program will include the proposed size, function, adjacencies and special requirements for each room, along with site development requirements. The Space Program will include projections for future growth. The team will also tour existing Town facilities with Town staff.

Site Analysis and Planning (Meeting #2)

BRW will analyze the proposed construction site in regard to site access, known setbacks and site restrictions, approximate topography, and known utilities. We will prepare a conceptual site plan that addresses site circulation, visitor and employee parking, mechanical/electrical equipment, dumpster enclosure, fire lanes, and any site fencing and screening walls. The purpose of the concept plan is not to determine a final design but only to identify a potential solution approach to validate if the site is large enough for the proposed program and that is acceptable for the purpose of project construction cost estimating. If the proposed 1.5 acre site is found to be inadequate for the program, then BRW will consider instead a site that incorporates one or more proposed adjacent single family home properties into the site.

Based upon the approved space program and concept site plan, and upon discussion with Town staff regarding level of quality and proposed major materials, BRW will prepare a pricing package for the cost estimator.

Budget Analysis (Meeting #3)

BRW will review a report draft and the cost estimate with the Owner. One (1) round of Owner and BRW comments will be incorporated into the cost estimate. BRW will also recommend a total project budget that includes the probable construction costs estimate and allowances for Owner's development cost and professional fees and expenses with each of these costs based upon industry averages, recent comparable projects, or Owner-provided budgets for each item included in the soft costs. BRW and CCM will also recommend allowances for contingencies including but not necessarily limited to a construction cost escalation contingency, design contingencies, and Owner-Controlled contingencies.

Presentation

Based upon the competed report, BRW will prepare a brief presentation for Council and if requested will participate in the presentation to Council.

OPTIONAL SERVICES:

Concept Imaging

If authorized by Owner, BRW will conduct a project visioning session between Basic Services Meetings #1 and #2, and will provide an elevation and massing study and provide a concept rendering for the facility based upon Owner input and the approved space program and concept site plan. The purpose of these services would be to provide a rendering to help communicate the scope, scale, quality of finishes, and a potential concept image for the Town Hall. The intent of this rendering is not to restrict later design decisions but rather to assist in consolidating support for the project or to generate discussion and comments upon the initial concept in order to inform future design decisions. Accordingly, a rendering style depicting a limited level of detail is anticipated. BRW will make up to one round of rendering revisions for Town comments.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™ 2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105 2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement. **Concept Design** If authorized by Owner, in lieu of Concept Imaging, BRW will develop a concept design for the facility to include a project visioning session, and up to two additional design meetings with an additional round(s) of "Owner comments and revisions on the design. Additional project deliverables will include a hard line floor plan depicting each room in the space program in an acceptable configuration to Owner for the form and function of the facility, a colored concept site plan indicating an initial concept for site masterplan including indication of landscape and hardscape zones, a 3-dimensional concept "sketchup" model of all sides of the building from which perspective views can be taken, and an enhanced rendering from a vantage point as selected by the Owner.

Additional Meeting(s): Basic Services Meeting #2 will include review of an initial 3-D "white box" massing model options to inform one or two design concepts for further development, based upon a similar concept floor plan. The additional meeting(s) will occur between basic services meetings 2 and 3, to include review of an initial concept floor plan and development of the selected massing model(s) to illustrate use of materials and a greater level of detail in the massing development. In case required by a significantly different direction from initial concepts, and a second additional web based meeting is included to review a revised concept. Direction for further refinement of the concept floor plan, concept design, and vantage point for the enhanced rendering will be confirmed in this meeting(s).

Enhanced Rendering: An enhanced rendering will be produced from the selected vantage point. BRW will provide a pre-final draft rendering for one round of Owner review and comments and make one round of revisions to incorporate into the final rendering.

Cost Estimating: Unless the Owner requires budget numbers at the earliest date, budget estimating services will occur after concept design is complete. This will result in more information for the estimator based upon the concept design and will extend the time required for completion of basic services.

Final Deliverables

BRW will provide a Feasibility Study report in .pdf file format, printable to 8 ½" x 11" format, with 11"x17" fold-outs for drawings and other exhibits. Bound paper copies may be provided at Owner's request as a reimbursable expense. The report will include an executive summary, narrative describing the existing site conditions and facility needs, conceptual site plan, cost estimate, and budget recommendations.

If the Optional Services for project imaging are authorized, then deliverables will also include an electronic file perspective view of a concept front façade. Printed copies of renderings may be provided at Owner's request as a reimbursable expense.

Owner-Provided Information

The Owner shall furnish the Architect the below information as available:

- Property boundary information
- Available zoning information for the subject property(ies)
- Available or proposed utility drawings or city map for water, storm and sanitary sewer, and telecom services, if available to the Town and as applicable to the project.
- Other information available to Owner regarding franchise utilities
- Projected budgets for soft cost separate contracts, if the Town wishes to set such budget directly. Otherwise, BRW will suggest budgets and contingencies based upon similar projects.

- If available to the Owner, provide a sample geotechnical report from a nearby construction site. If such report is not available, CCM will make assumptions for foundations and paving based upon typical conditions for the geologic formation or based upon other similar projects. BRW and CCM may additionally recommend a design contingency for less favorable conditions that may be encountered upon geotechnical investigation on the site.

Excluded Services

The below services are not anticipated at this time, however, they could be provided as an Additional Service:

- Property boundary and topographic survey
- Geotechnical survey
- Engineering design or analysis
- Coordination with franchise utility companies
- Zoning modifications, including S.U.P.s and P.D.s
- Property plat
- Environmental or hazardous materials conditions / issues
- LEED certification or sustainable design analysis
- Additional or Photo-Real Renderings
- Land acquisition cost estimating
- Multiple revisions to project imaging
- Additional meetings or services beyond those indicated above

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, ~~and shall establish a budget that includes reasonable contingencies and meets the Project requirements.~~ Project. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. ~~The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.~~

ARTICLE 3 USE OF DOCUMENTS

Drawings, ~~specifications~~ and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to ~~constructing~~ the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. ~~Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.~~

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

~~The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.~~

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

BASIC SERVICES

BRW Architects	\$23,500.00
Cost Estimating Services	\$ 6,050.00

TOTAL BASIC SERVICES FEE **\$29,550.00**

Optional Services

Concept Imaging	\$ 6,500.00
Concept Design	\$28,500.00

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus percent (~~—~~%).

~~Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid () days after the invoice date shall bear interest from the date payment is due at the rate of percent (— %), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect. Zero percent (0 %).~~

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; ~~evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond () months of the date of this Agreement through no fault of the Architect design.~~

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Reimbursable expenses are in addition to the above fee and shall not exceed \$500.00 without the written approval of the Owner. They shall be invoiced at the same cost billed to the Architect and include, but are not limited to, report documents reproduction and courier / overnight deliveries, and allowable mileage travel at standard IRS rates.

Additional Services for project scope modifications or professional services beyond this proposal shall be authorized in writing by the Owner and shall be authorized as lump sums or computed at 1.10 times the amount billed the Architect by consultants. Additional Services performed by BRW Architects shall be compensated at standard hourly rates or for a negotiated lump sum fee.

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Linda Ruth, TRMC, CMC, Town Administrator
Town of Lakewood Village
(Printed name and title)


ARCHITECT (Signature)

Mark E. Watford, FAIA, Principal
Brown Reynolds Watford Architects, Inc.
(Printed name, title, and license number, if required)

Proposal

By: Inspecting Solutions, LLC

Operated by: Julie Fernandez, MPH, R.E.H.S

Contact #: 214.436.3592

P.O. Box 2671

Frisco, Texas 75034

Preferred contact: InspectingSolutionLLC@gmail.com

Objective: To offer public health services and to perform routine and as-needed health inspections on all food establishments within the City limits and extraterritorial jurisdictions of Lakewood Village, Texas. Food Establishments to include: Schools (public and private), daycare centers, convenience stores, grocery stores, restaurants, concessions stands and mobile units.

Background: Owns Inspecting Solutions, LLC. Oversees field specialists that have combined experience of over 40 years. All field specialists are standardized to the Food and Drug Administration's Model Food Code, have relevant state and/or national licensure (RS, REHS, CP-FS) as well as pool certification (CPO, CPOI). Specialists understand the needs of a small town and the citizens who built it. All Specialists possess the ability to effectively educate the general public on the principles of food safety and public health.

Owner work experience includes supervising the Health and Food Safety Division of The City of Frisco 1997 - 2021. Licensure and Certifications include: Obtained Registered Environmental Health Specialist certification July 2006 from the National Environmental Health Association; Registered Sanitarian certification in 1998 from the Texas Department of State Health Services. Obtained Masters in Public Health in May 2005. Numerous Certifications awarded including Plan Review Certification given by the National Sanitation Foundation and Code Enforcement Officer Certification given by the Texas Department of State Health Services. Discussion: Guidance may be offered to the Town of Lakewood Village to facilitate the adoption of an updated Health Ordinance as well as review and preparation of relevant application forms as needed. Other services may be available and priced separately.

Proposal: Inspection frequency of food establishments will be on a risk basis with each food establishment being inspected at least once every six months. Currently, the State recommends the inspections to be done by a Registered Sanitarian. Contracting Inspecting Solutions, LLC. to complete routine health inspections on a performance-based and risk-based frequency will fulfill this requirement.

Cost will be assessed per full food establishment inspection of \$150.00. Re-inspection fees, if necessary, shall be \$75.00, and required when a food establishment a). obtains a failing score or b). obtains a critical violation that needs to be corrected and re-evaluated within 48 hours.

Investigative and food borne illness investigative inspections, prompted by a complaint, will cost the same as a full inspection of \$150.00. Food-borne illness investigations will begin with a full inspection and cost of \$100.00. Assessment of the course of abatement and action will at this time be done by a Specialist and an overview with findings will be given to the Director or his/her designated representative. The Director or his/her designee will determine whether or not further

action by Inspecting Solutions, LLC. is necessary. If the Town designee determines that further action is necessary an hourly fee of \$25.00 will apply.

Day and time of all inspections other than scheduled construction inspections, within or outside normal business hours, may be completed at contractor discretion, unannounced to the business owner. In order to provide an accurate snapshot of operations at each establishment, inspections must be performed at various times of the day or evening, weekdays and weekends. Work days and times are not specified herein; however, inspections performed by Inspecting Solutions, LLC. will ensure that a comprehensive overview will be done for each establishment. As a reference, the Texas Food Establishment Rules and any applicable Town ordinance are used. Other follow ups, review or drafting of correspondences and phone discussions are a part of routine business and will not be charged a fee for service unless directed by the Town. A log will be kept of all correspondences performed. Handouts having no branding may be used to educate an owner or operator in the field. The Town may review such handouts upon request.

With expertise in layout and design of food establishments, plan review of all food establishments and any plan review requested by the Town to be done will be accurately completed electronically and a fee of \$75.00 per review will be assessed. It is requested that notification be given as soon as possible for plans to be reviewed. Turn around review time for electronic plans is 24-72 hours.

Construction inspections of food establishments should be conducted to ensure compliance with the plan review notes, applicable Health ordinances and the Texas Food Establishment Rules. Construction inspections require a 72-hour notice in order to schedule the walk through with the contractor, owner or other. Construction inspections will be assessed a fee of \$150.00 per inspection and \$75.00 per reinspection. A fee equal to double the initial assessed fee may be imposed for any service that may require expediting or where notice as requested above is unable to be adhered to.

Input by the Mayor, the Town Council and any staff of the Town is welcomed, prior to initiating inspections, on subjects regarding history of businesses, people and matters that contractor may need to be aware of or that they feel will help us do the job more effectively. Should attendance be required at Council and/or staff meetings a base fee of \$200.00 will apply for each occurrence and a courtesy of as much notice as possible will be appreciated but not to encroach a 72-hour notice prior to meeting date and time.

Effort will be made to accomplish all tasks courteously, efficiently and with accountability to the citizens of Town of Lakewood Village. The citizen and development partnerships will be maintained and new fostered. Performance rendered will be of highest quality. The business partnership between the Town of Lakewood Village and Inspecting Solutions, LLC. will be viewed as an open, cooperative relationship with the above goals in mind. It is suggested that the Town provide Contractor with a reference list of staff by which to direct questions out of this proposal's subject matter in order to best serve.

Electronic copies of all completed inspections will be given to the Town Administrator, or the Town's employed designee, and are a matter of public record.

Available Future Opportunities. The Town may, at any time, ask for quotes on the following contractual services:

1. Pool Plan Review - Commercial and Residential.
2. Smoking Ordinance compliance and inspections.
3. Seminars on Food Safety topics or potential public health threats

Schedule of Fees

Service	Fee In Dollars
Food Establishment Inspection	\$150.00
Food Establishment Reinspection	75.00
Investigative Inspection	150.00
Food-borne illness Investigation	100.00
Hourly Investigation	20.00/per
Plan Review	75.00
Construction Inspection	150.00
Construction Reinspection	75.00
Expediting	Double Fee
Required Meeting Attendance	200.00

By – Town of Lakewood Village, Mayor
Dr. Mark E. Vargus

By – Inspecting Solutions, LLC. Registered owner

Personal Services Contract

This contract is between the Town of Lakewood Village ("Town") and Sam Morgan, aka Little Elm Services, ("Morgan"). This contract is effective immediately upon execution and shall continue until either party terminates it with 60 days notice.

1. DESCRIPTION OF SERVICES.

Morgan agrees to provide system monitoring, maintenance, repair, construction, and related services for the Town's water and sewer facilities and grounds. Morgan also agrees to promptly respond to all emergency service requests including those outside of normal business hours. Additionally, if requested, Morgan will provide consulting services to aid in the Town's utility system master planning.

2. AUTHORIZED PROJECTS AND PAYMENTS

With the exception of an emergency repair, all work by Morgan must be approved prior to commencing the job. This approval may be by (1) a specific line item in the Town's adopted budget; or (2) approval by the Mayor or his designee. For any project with a cost over \$50,000 Morgan must provide a detailed cost estimate. Given the unknown complexity, uncertainty, and critical time frame of the scope of repairs, the fee for each service shall be determined by mutual agreement between the parties.

3. LABOR AND MATERIALS

The Town shall pay directly for all necessary materials required by Morgan. To the greatest extent possible, it is the intent of the Town for Morgan's services to be for labor. However, due to the time critical nature of possible repairs, Morgan may purchase materials for which the town will reimburse him.

4. INDEPENDENT CONTRACTOR

Both parties agree that Morgan is an independent contractor and not an employee of the Town. Morgan is not eligible for any benefits, including unemployment and healthcare. Morgan acknowledges that the Town will not withhold taxes from any payments and will not pay any social security or Medicare contributions associated with Morgan.

5. SERVICES EXEMPT FROM COMPETITIVE BIDDING.

Morgan has been providing exclusive municipal services to the Town for over twenty years. The services provided under this contract are exempt from competitive bidding pursuant to Texas Local Government Code § 252.022(4).

6. NON-ASSIGNMENT

Morgan may not assign this agreement without approval by the Town.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, DETERMINING A DELAY IN THE PROCUREMENT AND CONSTRUCTION OF A TRAFFIC SIGNAL AT ELDORADO PARKWAY AND LAKECREST DRIVE POSES A RISK TO PUBLIC HEALTH AND SAFETY; AUTHORIZING THE SUSPENSION OF THE TOWN’S PURCHASING POLICIES; AUTHORIZING THE MAYOR TO MAKE NECESSARY PROCUREMENTS; FINDING THE TRAFFIC SIGNAL PROCUREMENT EXEMPT FROM CHAPTER 252 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 544.002(b) of the Texas Transportation Code authorizes the Town of Lakewood Village, Texas (“Town”) to place and maintain a traffic-control device on a road under the Town’s jurisdiction; and

WHEREAS, the Town must conduct a traffic signal warrant study in compliance with the Texas Manual on Uniform Traffic Control Devices as required by Section 544.001 of the Texas Transportation Code; and

WHEREAS, the Town Council of the Town of Lakewood Village, Texas (“Town Council”) has determined delays resulting from competitive procurement of the traffic signal will impair and be detrimental to the public health and safety of the residents of the Town; and

WHEREAS, pursuant to Texas Local Government Code Section 252(a)(2), a procurement necessary to preserve or protect the health and safety of the Town’s residents is exempt from competitive bidding requirements; and

WHEREAS, the Town Council finds and determines that the significant risk posed to the Town’s residents by the lack of traffic signalization at Eldorado Parkway and Lakecrest Drive requires prompt and unrestrained action by the Town to remedy the significant risk and to keep intact and unimpaired the good health, welfare and safety of the Town’s residents.

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

SECTION 1: FINDINGS INCORPORATED. The findings set forth above are true and correct and are incorporated into this Resolution as if fully set forth herein.

SECTION 2: SUSPENSION OF PURCHASING POLICY. Upon a finding by the Town Engineer that a traffic signal is warranted at the intersection of Eldorado Parkway and Lakecrest Drive in compliance with the Texas Manual on Uniform Traffic Control Devices, the Town Council authorizes the suspension of its normal purchasing policies for the purposes of procuring and installing the traffic signal and authorizes the Town Mayor or his designee to make procurements

reasonably necessary to mitigate the significant risk posed by the lack of traffic signalization at the intersection.

SECTION 3: PUBLIC PURPOSE: The Town Council hereby determines that:

- (a) the procurement and installation of a traffic signal at Eldorado Parkway and Lakecrest Drive serves a public purpose; and
- (b) the operation of the traffic signal and traffic control are part of the Town’s police power to enforce order within the Town’s boundaries for the betterment of the health, safety and welfare of the Town’s residents; and
- (c) the Town retains sufficient control over the expenditures related to the traffic signal to ensure a public purpose is served; and
- (d) the Town will receive a return benefit.

SECTION 4: EFFECTIVE DATE: This Resolution shall take effect immediately upon and after its passage.

CONSIDERED, PASSED, AND ADOPTED by the Town Council at a regular meeting the 9th day of March, 2023, at which a quorum was present.

APPROVED:

ATTEST:

Dr. Mark E. Vargus,
Mayor

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary

**APPROVED AS TO FORM
AND LEGALITY:**

Wm. Andrew Messer
Town Attorney

INDIVIDUAL PROJECT ORDER NUMBER #2

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the Town of Lakewood Village (the Town) 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: Temporary Eldorado Parkway Signal Design

Specific Scope of Basic Services: The Town of Lakewood Village (Town) has requested that Kimley-Horn design a temporary traffic signal for the intersection of Eldorado Parkway and existing Lakecrest Drive. The project includes a field visit, design and preparation of construction drawings and the items listed in the specific tasks detailed below.

It is our understanding that the proposed temporary signal and Eldorado Parkway are under the jurisdiction of the Town, and as such, no coordination with other regulatory authority is included.

The parameters for the Project include the following:

1. Prepare plans and bid tabulations for the construction of the proposed temporary traffic signal on Eldorado Parkway. The design will consist of the following:
 - Wood pole and span wire traffic signal design
 - Vehicular detection design
 - Intersection striping improvements
2. No pedestrian improvements, crosswalks, or ADA ramps will be included as part of the design.
3. Scale of half size (11" X 17") plans is to be, at a minimum, 1" = 40' Horizontal.
4. Design work will be prepared in CAD, with electronic files in DWG or DGN format submitted to the Town upon submittal of final drawings.
5. The project will be let and bid by the Town with support from the Consultant.
6. TxDOT signal standards will be used for the signal design

Task 1 - Signal Warrant Analysis

\$ 5,750 LS

Consultant will perform a signal warrant analysis on the identified intersection using the procedures specified in the 2011 Texas Manual on Uniform Traffic Control Devices (TMUTCD). Consultant will collect 24-hour machine counts or intersection turning movement counts as necessary for the signal warrant analysis. The signal warrant will be completed using existing traffic volumes, no future traffic growth or trip generation is included as part of the analysis. The signal warrant analysis will be documented in a technical memorandum and submitted to the Town. If the Town has review comments, Consultant will make one round of revisions and resubmit the signal warrant memorandum.

Task 2 – Traffic Signal Design Plans

\$23,000 LS

Base Map and Specifications Assembly

1. The Consultant will conduct a field investigation to verify existing signage and other existing elements.
2. The design will be completed using aerials as the base map. No field survey is included as part of this task
3. The Consultant will use applicable TxDOT design standards and specifications.

Design Phase

The design will be prepared at 1" = 40' on 11" x 17" plan sheets using Microstation V8i. The design will be based on and include information gathered during the field visit. The traffic design package will include the following plan sheets:

- Summary of Quantities
- Traffic Signal Layout Sheets including traffic signal design, overhead signs, pavement markings
- Traffic Signalization Detail Sheet with tabulation of quantities, electrical chart, cable termination chart, and general notes
- Standard Detail Sheets as may be applicable

Deliverables

The Consultant project deliverables will include:

- 60% Submittal
- 90% Submittal
- 100% (Final) Submittal

Task 3 – Meetings and Project Coordination

\$ 5,000 LS

Kimley-Horn will prepare for and attend meetings with the Town and the internal design team to the extent requested by the Town and budgeted for in this agreement. The fee for this task assumes 20 hours of effort will be required. If effort is anticipated to exceed this approximation, the Town will be informed, and additional effort will be considered an additional service that will be authorized under a separate agreement.

Task 4 – Limited Bidding Phase Services

\$ 5,000 LS

Kimley-Horn will support the Town's effort to bid the project. We understand that the normal bidding process has been waived as an emergency has been declared. We will contact up to three competent companies and obtain a bid for the work. The contract for the work will be prepared by the Town's attorney.

Questions will be answered, addenda will be issued as required, bids will be accepted and analyzed, references will be verified, and a recommendation will be offered for Town consideration. The fee for this task assumes 20 hours of effort will be required. If effort is anticipated to exceed this approximation, the Town will be informed, and additional effort will be considered an additional service that will be authorized under a separate agreement.

Task 5 – Limited Construction Phase Services

\$ 8,500 LS

Kimley-Horn will support the Town's effort to construct the project. Kimley-Horn will respond to RFIs, review submittals and perform site visits on an as-needed basis.

Method of Compensation: The services identified in the Scope of Basic Services shall be provided on a Lump Sum basis. See below for task budget breakdowns.

Task 1 - Signal Warrant Analysis	\$ 5,750LS
Task 2 – Traffic Signal Design Plans	\$23,000 LS
Task 3 – Meetings and Project Coordination	\$ 5,000 LS
Task 4 – Limited Bidding Phase Services	\$ 5,000 LS
Task 5 – Limited Construction Phase Services	\$ 8,500 LS

Total Project Cost

\$47,250 LS

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.

Additional Services if required: Services not specifically provided for in the above scope, as well as changes in the scope requested by the Town, 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 and local mileage. Other direct expenses will be billed at 1.15 times cost. Consultant will not perform Additional Services without the Town's prior approval. Additional services include, but are not limited to, the following:

- Topographic survey
- Minor roadway design
- Tasks not specifically mentioned above

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.

ACCEPTED:

TOWN OF LAKEWOOD VILLAGE

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: Senior Vice President

DATE: _____

DATE: March 7, 2023

Budgeted Costs	Budget
Engineering	\$60,000
Construction	\$1,150,000
Force Main (Plant to Highridge) ¹	\$0
Force Main (Highridge to Lift Station) ²	\$198,000
Electrical Service	\$83,000
Inspections	\$40,000
Estimated Total Costs	\$1,531,000
Contingency	\$150,000
Budgeted Total Costs	\$1,681,000

1 - Cost to be paid by First Texas per Developer Agreement

2 - Constructed by Town

	Estimated Flows		Assessment
First Texas - incl LEISD	205.50	32.0%	\$538,161
South Oak	268.00	41.8%	\$701,835
North Shore	75.60	11.8%	\$197,980
Villas of LWV	26.00	4.1%	\$68,088
Garza Lakewood LLC	38.20	6.0%	\$100,038
M. Herera	28.60	4.5%	\$74,897
	641.90	100.0%	\$1,681,000

LAKWOOD VILLAGE REGIONAL LIFT STATION COST EXHIBIT
 PREPARED BY JBI PARTNERS, INC.
 LAKWOOD VILLAGE, 78.79 ACRES FOR FIRST TEXAS HOMES, INC.
 LAKWOOD VILLAGE, TEXAS
 JBI PROJECT NO. FTH040
 DATE: FEBRUARY 21, 2023



I. <u>Cost Description</u>	Total
A1. Engineering - Civil	\$42,000.00
A2. Engineering - Electrical	\$18,170.00
B. Construction Administration	\$2,000.00
C. Construction Staking	\$8,000.00
D. Construction Cost	\$1,150,979.00
E. Town Inspection (3.2% of Construction Cost)	\$36,831.33
F. Construction Management (5.0% of Construction Cost)	\$57,548.95
G. Electrical Service	\$83,315.01
SUBTOTAL	\$1,398,844.29
H. Contingency (20%)	\$279,368.86
TOTAL	\$1,678,213.15

II. <u>Cost Sharing per DA 64099-7</u>	Percent Allocation	Required Financial Contribution
A. Lakewood Village (First Texas Homes)	22.10%	\$370,885.11
B. New Town Hall (First Texas Homes)	0.28%	\$4,699.00
C. New School (Lakewood Village & First Texas Homes)	9.12%	\$153,053.04
D. Villas of Lakewood Village	3.98%	\$66,792.88
E. North Shore at Lakewood Village	11.59%	\$194,504.90
F. Garza	5.86%	\$98,343.29
G. Rustic Oaks	1.46%	\$24,501.91
H. New Service Station	0.15%	\$2,517.32
I. Ms. Herrera Development	4.38%	\$73,505.74
J. South Oak Development	41.08%	\$689,409.96
TOTAL	100.00%	\$1,678,213.15

DEVELOPMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

ARTICLE 1

APPROVAL BY THE CITY

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

ARTICLE 2

DEVELOPMENT COST PRO RATA

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

ARTICLE 3

EASEMENTS

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

ARTICLE 4

CONSTRUCTION COORDINATION

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

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

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

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

ARTICLE 5

TRUE UP

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

ARTICLE 6

DEFAULT

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

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

ARTICLE 7

NOTICES

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

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

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

ARTICLE 8

MISCELLANEOUS

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

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

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

City of Lakewood Village, a Texas municipal corporation

By: _____

Name: _____

Title _____

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF _____

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

NOTARY PUBLIC, STATE OF TEXAS

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

By: _____

Name: _____

Title _____

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF _____

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

NOTARY PUBLIC, STATE OF TEXAS

