



LAKWOOD VILLAGE TOWN HALL
100 HIGHRIDGE DRIVE
LAKWOOD VILLAGE, TEXAS

TOWN COUNCIL MEETING
NOVEMBER 8, 2018 7:00 P.M.

REGULAR SESSION – AGENDA

Call to Order and Announce a Quorum is Present

A. PLEDGE TO THE FLAG:

B. VISITOR/CITIZENS FORUM: At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action may be taken on these items at this meeting.

C. CONSENT AGENDA: All of 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 October 24 Council Meeting (Asbell)
2. Scrivener's Error Ordinance (Asbell)

D. REGULAR AGENDA:

1. Consideration of Financial Responsibility Ordinance (Vargus)
2. Discussion of Outdoor Lighting Ordinance (Reed)
3. Discussion of Golf Cart Ordinance (West)
4. Consideration of Republic Services Contract (Asbell)
5. Discussion of Concrete Roads (Vargus)
6. Discussion of Water & Wastewater Improvements (Vargus)
7. Discussion of Municipal Court of Record (Asbell)
8. Discussion of Zoning Ordinance (Vargus)
9. Discussion of Year To Date Financial Report (Shields)

E. EXECUTIVE SESSION: (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 regarding property damage claim involving Republic Services. (2) § 551.072 Texas Government Code to wit: deliberations about real property; (3) § 551.087 Texas Government Code to wit: Economic Development Negotiations; and (4) § 551.076 Texas Government Code to wit: deliberations about Security Devices;

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

G. REPORTS: Reports about items of community interest. No formal action may be taken on these items at this meeting.

H. ADJOURNMENT

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 9:45 p.m. on Friday, November 2, 2018.

Linda Asbell, TRMC, CMC, Town Secretary



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

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

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

LAKWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

OCTOBER 17, 2018

Council Members:

Dr. Mark Vargus, Mayor
Ed Reed – Mayor Pro-Tem
Clint Bushong
Elizabeth Shields
Darrell West
Serena Lepley

Town Staff:

Linda Asbell, TRMC, CMC – Town Secretary

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, October 17, 2018, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

PLEDGE TO THE FLAG:

(Agenda Item A)

Mayor Vargus led the Pledge of Allegiance

VISITOR/CITIZENS FORUM:

(Agenda Item B)

No one requested to speak

CONSENT AGENDA:

(Agenda Item C)

1. Minutes of September 13, 2018 Council Meeting (Asbell)
2. Minutes of September 21, 2018 Council Meeting (Asbell)

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

REGULAR AGENDA:

(Agenda Item D)

**Consideration of Variance Request for
Garage Door Set-Back at 655 Woodcrest
Drive (Asbell)**

(Agenda Item D.1)

Brittney Bissonnette requested a garage door setback of 26.5 feet from the property line rather than the required 28 feet. The house will have a side-entry garage. Mayor Vargus reported that many houses in the area of 665 Woodcrest have front entry garages. The Bissonnette garage will exceed the minimum size requirement. There was some discussion about the driveway encroaching into the setback.

MOTION: Upon a motion made by Councilman West and seconded by Councilwoman Shields, council voted five (5) “ayes”, no (0) “nays” to approve the request for the garage door set back of 26.5 feet from the property line as requested. *The motion carried.*

**Discussion of TCEQ Waste Water Plant
Inspection Results (Vargus)**

(Agenda Item D.2)

Mayor Vargus reported that Texas Commission on Environmental Quality inspects the wastewater plant every three to five years. Under a previous operator, the waste water plant received numerous discharge and documentation violations. Since the town switched to the new operator all the previous problems have been resolved. Mayor Vargus reviewed the inspection report and findings. All findings have already been addressed and accepted by TCEQ. There are no violations.

**Discussion of Planned Drainage
Improvements (Vargus)**

(Agenda Item D.3)

Mayor Vargus reviewed photographs of current drainage problems on Peninsula Drive at Shoreline Drive. Mayor Vargus also reviewed drainage problems at Carrie Lane south of Melody Lane that will be corrected when concrete streets are installed in that area. Mayor Vargus reviewed photographs of a drainage problem at 431 Peninsula. There was discussion about correcting the drainage on Peninsula by enlarging the culverts under the driveways and removal of the trees that grew in the bar-ditch.

**Discussion of Current Critical Water
Conditions (Vargus)**

(Agenda Item D.4)

Mayor Vargus notified the council that the stage three water restrictions have been lifted. The steel tank has been taken off-line to make repairs which will be completed within the next several days. Mayor Vargus reported that the town is preparing to lower the pump in well three. Cost estimates will be prepared and provided to council. In the last week the well pumps ran approximately three hours per day compared to running twenty hours per day in the prior months.

**Consideration of Candidate Forum and
Electioneering Ordinance (Vargus)**

(Agenda Item D.5)

Mayor Vargus reviewed the proposed changes made based on feedback from council at the previous meeting. There was some discussion about the schedule for the candidate forum.

MOTION: Upon a motion made by Councilman Bushong and seconded by Councilman West, council voted five (5) “ayes”, and no (0) “nays” to approve the candidate forum and electioneering ordinance. *The motion carried.*

**Discussion of Republic Services Rate
Contract (Vargus)**

(Agenda Item D.6)

Town Secretary Asbell reported on the negotiations for terms of the new contract. Mayor Vargus stated the new contract would not start until January 2020 and the first increase in rate would take place at the end of year two. Council will consider the contract at the next council meeting.

**Discussion of Financial Control Ordinance
(Vargus)**

(Agenda Item D.7)

Mayor Vargus reported this ordinance consolidates several ordinances relating to financial controls. The ordinance incorporates requirements established by the auditor. There was some discussion about the authority to task the town attorney as a means of financial control. Council discussed presenting an ordinance to council prior to requesting the Town Attorney to review the ordinance. There was some discussion about the need to clarify what a “task” is for the purposes of access to the attorney. Mayor Vargus reported that he wrote the 2007 Financial Disclosures ordinance because at the time there was no financial disclosure. The intent of the ordinance originally was to provide transparency and allow citizens to feel confident that finances were

**LAKWOOD VILLAGE TOWN COUNCIL
SPECIAL SESSION
OCTOBER 17, 2018**

Page 4

tracked and recorded correctly. Mayor Vargus reported that the basic disclosures have been incorporated into the new financial control ordinance. There was some discussion about the conflict-of-interest form. Mayor Vargus reviewed the fund balance policy as required by investment and credit rating companies. Mayor Vargus proposed maintaining thirty-three percent of budgeted expenditures in the bank account, most municipalities maintain twenty-five percent. There was some discussion about the stated corrective actions in the event the fund balances go below twenty-five percent. Councilman Bushong stated he would work with Mayor Vargus on incorporating council feedback into the ordinance for presentation at the next council meeting.

Discussion of Zoning Ordinance (Vargus)

(Agenda Item D.7)

Mayor Vargus reviewed the process for changing the zoning ordinance. Mayor Vargus reviewed all variances granted by council 2015-2018. There was some discussion about changing zoning requirements to reflect variances that are typically granted. There was some discussion about portable storage buildings inside side-yard setbacks. There was some discussion about limiting flatwork extending into the side yard setback. There was some discussion on the 80 percent masonry and roof pitch requirement. Council discussed lot size, density requirements, and planned developments. There was some discussion about development of large parcels of property in town.

EXECUTIVE SESSION:

(Agenda Item H)

At 9:01 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 regarding property damage claim involving Republic Services. (2) § 551.072 Texas Government Code to wit: deliberations about real property; (3) § 551.087 Texas Government Code to wit: Economic Development Negotiations; (4) § 551.076 Texas Government Code to wit: deliberations about Security Devices; and (5) § 551.074, Texas Government Code to wit: Personnel Matters, Evaluation of the Town Administrator/Town Secretary

RECONVENE:

(Agenda Item I)

Mayor Vargus reconvened the special session of the Lakewood Village Town Council at 9:33 p.m. No action was taken.

**LAKWOOD VILLAGE TOWN COUNCIL
SPECIAL SESSION
OCTOBER 17, 2018**

Page 5

REPORTS

(Agenda Item J)

Mayor Vargus reported that Mr. Wayne Nabors will be at Town Hall from October 30th through November 2nd to perform the annual financial audit.

ADJOURNMENT

(Agenda Item K)

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Councilman Bushong council voted five (5) “ayes” and no (0) “nays” to adjourn the Special Meeting of the Lakewood Village Town Council at 9:35 p.m. on Wednesday, October 17, 2018. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 8th day of November 2018.

APPROVED

Ed Reed
MAYOR PRO-TEM

ATTEST:

Linda Asbell, TRMC, CMC
TOWN SECRETARY

ORDINANCE NUMBER 18-XX

AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, AUTHORIZING THE TOWN SECRETARY TO CORRECT SCRIVENER'S ERRORS IN ORDINANCES, RESOLUTIONS, AND OTHER COUNCIL ACTIONS, PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, from time to time scrivener's errors occur in ordinances, and resolutions adopted by the Lakewood Village Town Council, as well as other Council actions; and

WHEREAS, it would be efficient to allow the Town Secretary to correct such errors rather than bringing such matters to Council for corrections; and

WHEREAS, the Town Council finds it is in the best interest of the Town to authorize the Town Secretary to correct scrivener's errors in ordinances, resolutions, and other council actions, as set forth herein.

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

Section 1. The Town Council hereby adopts the findings set forth above.

Section 2. The Town Secretary is authorized to make necessary corrections in the text and formatting of ordinances and resolutions adopted by the council and other council actions, including but not limited to the misspelling of words, typographical errors, duplicate pages, and other similar amendments without the necessity of passage of a corrective ordinance, resolution or other council action.

Section 3 Unless extended by an affirmative vote of the Town Council, the authorization granted in the preceding section shall expire after a change in the officeholder of Town Secretary.

Section 4. All provisions of the ordinances of the Town of Lakewood Village in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the Town of Lakewood Village not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 5. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the town Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part

declared to be invalid or unconstitutional; and the town Council of the Town of Lakewood Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 6. This Ordinance shall become effective immediately upon its adoption by the Town Council, in accordance with law.

PASSED AND APPROVED by the Town Council of the Town of Lakewood Village, Texas this the 8th day of November 2018.

Dr. Mark E. Vargus
Mayor

ATTEST:

Linda Asbell, TRMC, CMC
Town Secretary

**TOWN OF LAKEWOOD VILLAGE
ORDINANCE 18-xx**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, ESTABLISHING POLICIES AND PROCEDURES FOR THE DISCLOSURE OF MONTHLY FINANCIAL INFORMATION; POSTING REQUIREMENTS OF VENDOR CONFLICTS-OF-INTEREST STATEMENTS; PROVIDING FOR DEFINITIONS; THE DUTIES OF TOWN OFFICIALS, AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS AND EXECUTE DOCUMENTS, AGREEMENTS, AND CONTRACTS NOT EXCEEDING \$10,000 ON BEHALF OF THE TOWN; GRANTING AUTHORITY OVER NON-MUNICIPAL OFFICER EMPLOYEES; ADOPTING AN INVESTMENT POLICY AND DEFINING SUITABLE INVESTMENTS; ADOPTING A FUND BALANCE POLICY; PROVIDING FOR PERIODIC REPORTS ON FINANCIAL PERFORMANCE; PROVIDING REPEAL, ~~SUPERCEDING~~SUPERSEDING, AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lakewood Village, Texas is a Type B General Law Municipality located in Denton County, Texas created in accordance with provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, Chapter 101.002 of the Local Government Code authorizes the governing body of the municipality to manage and control the finances of the municipality; and

WHEREAS, Chapter 22.072 of the Local Government Code authorizes the governing body of the municipality to delegate powers and responsibilities to municipal officers; and

WHEREAS, Chapter 51.012 of the Local Government Code authorizes municipalities to adopt ordinances that are necessary for the good order of the municipality and the Town Council has determined that it would be advantageous and beneficial to the citizens of Lakewood Village, Texas to authorize the Mayor as provided herein; and

WHEREAS, the Town Council desires the Mayor to execute documents without necessitating a Resolution or other authorization, subject to the Town Council's sole discretion to designate the Mayor to execute such documents; and

WHEREAS, the Town Council of Lakewood Village, Texas has a fiduciary obligation to invest its citizens' funds prudently; and

WHEREAS, the Town of Lakewood Village, Texas is vested with full investment powers under the authority of Local Government Code Section 105.072 and the Texas Government Code Chapter 2256 ("The Public Funds Investment Act" as amended); and

WHEREAS, Texas Government Code Chapter 2256.005 requires municipalities to adopt

and maintain a written investment policy and describes specific conditions that the policy must satisfy; and

WHEREAS, the Town of Lakewood Village, collects fees and levies taxes upon its citizens in order to collect monies for the administration of the Town; and the Town Council exercises discretion over the investment of said monies for the future betterment of the Town; and

WHEREAS, promoting financial transparency through increased disclosures is desirable as a means of maintaining the public trust and confidence in the Town Council's financial stewardship; and

WHEREAS, the Town Council of Lakewood Village has the responsibility to select vendors to provide essential services and products, and the Texas Legislature has recently enacted laws governing the filing of vendor conflict-of-interest questionnaires;

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

Section 1: Findings

The findings attached hereto as Exhibit A is hereby adopted as the Comprehensive Financials Control Ordinance for the Town.

Section 2: Repeal

Financial Controls 14-06, Investment Policy 17-04 and Financial Disclosures 07-09 are hereby repealed in their entirety.

Section 3: 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 4: Estoppel / Waiver

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

Section 5: 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 **xxth** day of Month, 2018.

Dr. Mark Vargus
Mayor

ATTEST:

Linda Asbell, TRMC, CMC
Town Secretary

Exhibit A



COMPREHENSIVE FINANCIAL CONTROLS

Adopted: Month xxth, 2018



SECTION 1: FINANCIAL CONTROLS

1.1. MAYOR

1.1.1. Contracts

The Mayor is hereby authorized, without further requirements or authorization, to execute any and all documents, agreements, and contracts that:

- 1) Have been approved by the Town Council; or
- 2) Are related to expenditures not exceeding \$10,000, which have been approved by the Town Council through the adoption of the annual budget, or
- 3) Are related to a capital expenditure exceeding \$10,000 that:
 - i. Has been approved by the Town Council on an individual, project specific vote, ~~or~~
 - ii. Is a council-approved written contract specifying a firm-fixed price, project scope, task completion time-line, and penalty provisions for non-performance.

The preceding provisions do not authorize the Mayor to execute contracts that may have no monetary value unless approved by Council (e.g. developer agreements, inter-local agreements, legal settlements).

1.2. PERSONNEL

In order to maintain the operations of the Town and preserve public health and safety, the Mayor shall have the authority to hire temporary workers and contract laborers. This power shall not extend to the hiring or removal of Lakewood Village Municipal Officers, specifically the Town Secretary, Municipal Court Judge, Town Attorney, Town Engineer, and Town Building Official or any other municipal officers the Town designates under Chapter 22.071 of the Local Government Code.

Temporary workers can be employed without council approval under the following conditions:

- 1) The period of employment is less than 60 days; and
- 2) The related personnel expense is less than \$10,000; and
- 3) There are sufficient funds in the budget (e.g., contingency, contract labor).

1.3. SUNSET PROVISION

Unless extended by an affirmative vote of the Town Council, the authorizations under the preceding section shall expire after a change in the officeholder of Mayor.

1.4. CHIEF INVESTMENT OFFICER (CIO)

The Chief Investment Officer is responsible for the following:

- 1) Investing municipal funds according to the Town's approved investment policy;
- 2) Ensuring the Town's compliance with the Public Funds Investment Act;
- 3) Maintaining sufficient liquidity to fund the Town's operations; and



4) Ensuring the Town meets its debt servicing obligations.

The CIO also has the fiduciary duty to operate the Lakewood Village 403 (b) retirement account for the benefit of Town employees. The CIO is the plan administrator with the legal authority to operate the plan in compliance with ERISA and all applicable IRS regulations.

1.5. AUTHORITY TO TASK THE TOWN ATTORNEY

As a important part of cost controls, it is necessary to adopt limitations on the ability to inadvertently incur legal bills for tasking the Town Attorney. All Councilmembers are permitted to contact and discuss items with the Attorney. However, the authority to task the attorney to engage in higher expenditure actions such as performing research, providing an official opinion, or to review ordinances is limited to the following rules:

1. The attorney may not be asked to provide input on any proposed ordinance until after it has been presented to the Council.

2. Requests for official opinion letters from the attorney can only be made by the Mayor, or Town Council action;

2. Any task which the town attorney estimates will exceed five billable hours requires the approval of the Mayor, or given their increased fiduciary duties, the approval of any two councilmembers authorized to sign checks.

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1.5.1.6. BANKING

1.5.1.1.6.1. BANK ACCOUNTS AND AUTHORIZED SIGNATORIES

The Council shall approve the opening and closing of all Town, ~~EDC~~, and MDD bank accounts. The Town Council shall approve all signatories for the Town, ~~EDC~~, and MDD checking accounts.

1.5.2.1.6.2. LIMITATIONS OF CHECK-WRITING

All checks and EFT's are subject to the following conditions:

- 1) All checks and EFT's require two signatures;
- 2) A person cannot sign a check payable to themselves or a family member;
- 3) Checks in the amount of \$10,000 or greater shall not be signed unless
 - a. The payment relates to a contractual obligation approved by the Town Council; or
 - b. The payment is for legal services provided by the Town attorney; or
 - c. Has been specifically authorized by the Town Council.

1.5.3.1.6.3. FUND TRANSFERS

The Town's banking and financial accounting system physically segregates funds into operating and reserve accounts. Operating accounts are maintained at the minimum level sufficient for current expenditures, while the bulk of the Town's funds are in reserve accounts. To limit access and minimize



potential at-risk funds, reserve accounts have no check-writing privileges, are not eligible for direct deposit/debit, or electronic bill pay. The Funds are only accessible through electronic transfers to existing accounts.

To ensure adequate liquidity and efficient investment allocations, all fund transfers in excess of \$5,000 must be approved by the Chief Investment Officer.

1.5.4.1.6.4. CASH MANAGEMENT

It is the policy of the Town that cash-on-hand shall be minimized. The petty-cash drawer shall be maintained at \$200 or less and be reconciled as needed. It is the goal of the Town to deposit all cash receipts within 48 hours. Cash payments of expenditures exceeding \$200 are prohibited.

1.6.1.7. REIMBURSEMENTS AND COMPENSATION

1.6.1.1.7.1. REIMBURSEMENTS

Reimbursements for personal expenditures that are directly related to Town business shall be promptly paid subject to:

- 1) Submittal of receipts or official documentation of the expense;
- 2) Reimbursement maximum of \$1,000, unless pre-authorized by the Mayor;
- 3) Travel less than 100 miles round-trip is not eligible for mileage reimbursement;
- 4) Expenses for spouses or traveling companions are ineligible.

Subject to the aforementioned, reimbursements for personal automobile travel shall be at the current Internal Revenue Service standard mileage rate. Actual lodging expenses shall be reimbursed with receipts. Meals and Incidentals shall be reimbursed according to the official U.S. General Services Administration M&I rate. No receipts for meals and incidentals are required.

1.6.2.1.7.2. COMPENSATION

Councilmembers shall not receive any compensation for their service. Councilmembers shall not receive any financial allowances or emolument of any kind.

SECTION 2: INVESTMENT POLICY

It is the policy of the Town of Lakewood Village ("Town") to invest public funds in a manner which will provide the highest investment return with maximum security while meeting the daily cash flow demands of the Town of Lakewood Village and conforming to the "Public Funds Investment Act". The receipt of a market rate of return will be secondary to the requirement for safety and liquidity.

2.1. SCOPE

This Investment Policy applies to all financial assets of the Town. The Town commingles its funds into one pooled investment fund for efficiency and maximum investment opportunity. These funds are defined in the Town's Comprehensive Annual Financial Report and include the general fund and the



water/wastewater enterprise fund as well as any new funds created by the Town unless specifically exempted from this policy by the Town Council.

2.2. STRATEGY

The Town employs an overall investment strategy which provides for the safety of principle and liquidity, while segregating funds to allow for better monitoring and oversight, as well as control. The strategy has the following attributes:

- a) The use of local financial institutions for demand deposits and operating accounts. These accounts generate the highest transaction volumes and are the source of the Town's daily working capital needs. Liquidity and fund availability are the primary requirements, while the relatively low balances minimize the effect on lower yields.
- b) The use of regulated investment pools to invest reserve funds and capital improvement funds which by their nature have longer investment cycles and less frequent transactions. Because these funds are not needed on a daily basis, the use of pools allows the Town to gain higher yields by lengthening the portfolio's maturity.
- c) The strategy does not allow for the Town to hold individual securities except for CD's which must be fully insured by the FDIC.

2.3. PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by the Investment Officer shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment Officers acting in accordance with written procedures of the Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

2.4. OBJECTIVE

It is the policy of the Town that all funds shall be managed and invested with three primary objectives, listed in the order of their priority: safety, liquidity, and yield (return). These objectives encompass:

2.4.1. Safety of Principal

Safety of Principal is the foremost objective of the Town. Investments of the Town shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio. A diversification strategy is a key element of the Town's investment policy in that it reduces the likelihood of large capital losses attributable to individual securities leading to an overall reduction in the Town's assets. Diversification will be accomplished through the investment in eligible mutual funds which hold a portfolio of individual securities backed by numerous issuers. All mutual fund investments must be insured by the Securities Investor Protection Corporation (SIPC), a nonprofit corporation established by the U.S. Congress.



2.4.2. Liquidity

The Town’s investment portfolio must remain sufficiently liquid to enable the Town to meet all operating requirements which might be reasonably anticipated. Mutual fund investments must allow for electronic transfer of funds on a next-business-day basis and be accessible via the internet.

2.4.3. Return on Investment

The Town’s investment portfolio shall be designed with the objective of attaining a rate of return throughout the budgeting and economic cycles, commensurate with the Town’s investment risk constraints and the cash flow characteristics of the portfolio.

2.5. CONTROLS AND DELEGATION OF AUTHORITY

The Town Council, shall designate by resolution or ordinance the Investment Officer of the Town who is responsible for investment management decisions and activities. The Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program which are consistent with this Investment Policy. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff.

Controls:

- a) The Town Council shall adopt maximum investment limits (either in dollar terms of as a percentage of the towns cash) on the value of each investment type (pool, cd, money-market mutual fund).
- b) Any new investment transaction exceeding \$10,000, either to a new investment or to an existing investment one shall be reported to the council at the next subsequent meeting.

2.6. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Employees and Investment Officials shall disclose to the Town Council any material financial interest in financial institutions that conduct business within this jurisdiction and they shall further disclose any large personal financial/investment positions that could be related to the performance of the Town, particularly with regards to the time of purchases and sales.

2.7. AUTHORIZED FINANCIAL DEALERS AND BROKERS

The Town will not hold individual securities; therefore, it is anticipated that there will not be a need for broker / dealers to execute buy and sell orders.

2.8. ACCEPTABLE INVESTMENT INSTRUMENTS:

The Town of Lakewood Village is permitted to invest only in the following subset of eligible investments empowered under The Public Funds Investment Act:

- a) Mutual funds or investment pools consisting of Obligations of the United States Government or its agencies and instrumentalities;
- b) Mutual funds or investment pools holding direct obligations of the State of Texas or its agencies;



- c) Mutual funds or investment pools holding other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities;
- d) Certificate deposits issued by State and National banks domiciled in the State of Texas fully insured by FDIC;
- e) SEC registered, no-load money market mutual funds with a dollar weighted average portfolio maturity of 90 days or less whose assets consist exclusively of the US Government securities and whose investment objectives include seeking to maintain a stable net asset value of \$1 per share.
- f) Texas Local Government investment pools as defined by the Public Funds Investment Act.

The following investments are specifically not authorized: (1) individual securities (CD's excepted), (2) any investment with either a weighted average maturity of 3 years or a duration greater than three years

If additional types of securities are approved for investment under the PFIA, they will not be eligible for investment by the Town until this policy has been amended and approved by the Town Council.

2.9. INVESTMENTS IN REAL PROPERTY

Nothing in this policy is to be construed as limiting the Town's rights to acquire real property as authorized under the Local Government Code, Section 271 or through eminent domain or other authorized methods.

2.10. INVESTMENT REPORTING

Each quarter, the Investment Officer and any employees designated by the Investment Officer shall prepare and submit to the Town Council a written report of all investment transactions, balances, and changes in position.

The report must

- 1. Describe in full detail the investment position of the town on the date of the report; in addition for non-money market accounts where applicable the report shall include:
 - 2. ~~Must contain~~ the beginning market value ending market value and fully accrued interest for the reporting period.
 - 3. ~~State~~ the book value and market values of each ~~separately invested~~ asset
 - 4. ~~Clearly state~~ the maturity date of each ~~separately invested~~ asset
- 5-2. Clearly state the town account or fund in which the individual investment was acquired and state the compliance of the investment's portfolio to the Towns investment strategy

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If the Town invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be formally reviewed annually by an independent auditor, and the result of the review shall be reported to the governing body and



then posted on the town website for at least 7 years.

~~2.11. ACCEPTABLE INVESTMENT INSTRUMENTS~~

~~The Town of Lakewood Village is permitted to invest only in the following subset of eligible investments empowered under The Public Funds Investment Act:~~

- ~~a) Obligations of the United States Government or its agencies and instrumentalities;~~
- ~~b) Direct obligations of the State of Texas or its agencies;~~
- ~~c) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities;~~
- ~~d) Certificate deposits issued by State and National banks domiciled in the State of Texas and collateralized or fully insured by FDIC or US Government Securities;~~
- ~~e) SEC registered, no load money market mutual funds with a dollar weighted average portfolio maturity of 90 days or less whose assets consist exclusively of the US Government securities and whose investment objectives include seeking to maintain a stable net asset value of \$1 per share.~~

~~Texas Local Government investment pools as defined by the Public Funds Investment Act.~~

~~If additional types of securities are approved for investment by public fund by State statutes, they will not be eligible for investment by the Town until this policy has been amended and the amended version approved by the Town Council.~~

~~2.12.2.11. INVESTMENTS IN REAL PROPERTY~~

~~Nothing in this policy is to be construed as limiting the Town's rights to acquire real property as authorized under the Local Government Code, Section 271 or through eminent domain or other authorized methods.~~

SECTION 3: FUND BALANCE POLICY

3.1 Purpose and Overview

The purpose of this policy is to establish guidelines for the governmental (general) fund balance levels. It is essential that the Town maintain adequate levels of fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, or adverse circumstances. The fund balance level is also designed to provide an appropriate amount of working capital for the town's general operations. It is expected that the Town will operate with a balanced budget with operating expenditures fully funded by current revenues. In cases where the fund balance will be drawn down for projects, the budget approval process should identify the time and financial trajectory to re-establish the appropriate fund balance.

3.2 Definitions and Categories

Fund Balance – Defined as the difference between a governmental fund's assets and liabilities.



According to the **Governmental Accounting Standards Board (GASB) Statement 54**, fund balance must be allocated into one the following five categories:

1. *Non-spendable Fund Balance* – includes amounts that are not in a spendable form or are legally or contractually required to be maintained intact. Examples include inventory or endowments.
2. *Restricted Fund Balance* – includes amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include grants and hotel occupancy taxes.
3. *Committed Fund Balance* – includes amounts that can be used only for the specific purposes determined by a formal action of the government’s highest level of decision-making authority. Commitments may be changed or lifted only by the government taking the same formal action that imposed the constraint originally.
4. *Assigned Fund Balance* – comprises amounts intended to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
5. *Unassigned Fund Balance* – includes all amounts not contained in the other classifications. Unassigned amounts are available for any purpose.

3.3 Fund Balance Policy

Minimum Unassigned Fund Balance

Given the primary revenue source is residential property taxes, it is the goal of the Town to achieve and maintain an unassigned fund balance in the general fund equal to 33% of budgeted expenditures for unanticipated expenditures, unforeseen revenue fluctuations, or other adverse circumstances.

If the fund balance drops below 25%, the Town will implement necessary corrective action within a two-year plan to restore the unassigned fund balance to 33 percent of budgeted expenditures. These corrective actions may include the following: reducing conference travel expenditures; reducing discretionary expenditures for parks and recreation; deferring town maintenance; limiting merit raises to COLA.

Non-governmental fund balances

The fund balance categories discussed above do not apply to proprietary funds according to GASB 54; therefore, the Town will not implement a fund balance policy for non-governmental fund balances.



SECTION 4: FINANCIAL ~~DISCLOSURE~~DISCLOSURES

4.1. PURPOSE

This ordinance sets forth disclosure requirements for financial transactions that the Town consummates, including disclosure frequency, manner of disclosure, and assigns compliance responsibility to the Town Financial Officer. This ordinance also requires public disclosure of State mandated vendor conflict-of-interest questionnaires (Form CIQ) upon receipt by the Town.

4.2. REQUIRED FINANCIAL ~~DISCLOSURE~~DISCLOSURES

a) Concurrent with the agenda posting of the regularly scheduled monthly Council meeting, the Town shall post in a public manner a monthly financial report containing the following information:

~~i. The Check register for the General Fund and Utility Fund from the Town's accounting system. A list of all disbursement transactions from the preceding calendar month, which includes the following detailed information:~~

- ~~1. The date and amount of the transaction,~~
- ~~2. The identity of the recipient,~~
- ~~3. A brief description or account classification of the transaction~~

~~ii. A categorized summary of revenues for the preceding month. The summary should be disaggregated to allow for the general source of the revenue such as "monthly water billing receipts" but is not intended to require disclosure of receipts from individual persons.~~

~~iii. The aggregate approximate cash balances in the Town depository and checking accounts.~~

~~b) Upon request, a copy of the financial report shall be provided free of charge to any citizen subsequent to posting and prior to the regular council meeting. Citizens will not be required to submit a Public Information Act request to obtain a copy.~~

~~e)b) Decisions relating to the report style, formatting, additional content, and manner of posting shall be determined by the Mayor or his designate.~~

4.3. POSTING OF FORM CIQ

Chapter 176 of the Texas Local Government Code requires certain vendors and parties doing business with municipalities to file conflict-of-interest Form CIQ annually. The law also requires vendors to file updated forms when necessary and mandates that respondents to bid and proposal requests also file form CIQ. Upon receipt of a Form CIQ, the Town shall:

- a) in a timely manner, publicly post the notice online for a period of at least 5 business days.
- ~~b) Upon request, the Town shall provide, free of charge, a copy of the form to any citizen without requiring the citizen to file a Public Information Act request.~~

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4.4. RESPONSIBILITY

~~As the Chief Financial Officer for the Town,~~ compliance with this ordinance shall be the responsibility of the ~~Town's Chief Financial Officer~~ Mayor.

SECTION 5: DEFINITIONS

5.1. GENERAL

Terms which are used in this Ordinance and are not specifically defined shall be given their ordinary meaning, unless the context requires or suggests otherwise. In the case of ambiguity or uncertainty concerning the meaning of a particular term, whether or not defined, the town staff shall have the authority to assign an interpretation which is consistent with the intent and purpose of this Ordinance, or an interpretation which is consistent with previous usage or interpretation.

5.2. WORDS OR TERMS DEFINED

Mayor: shall include those persons designated Acting Mayor if the mayor position is vacant.

Transaction: shall mean any bank draft or electronic funds transfer from any Town financial account to a third party or person.



End of Exhibit A

Adoption and Summary of Amendments

Ordinance Number	Date	Summary
18-xx	, 2018	<ul style="list-style-type: none">• Initial Adoption• Consolidated 17-04, 14-06 and 07-09• Added Section <u>34</u>

DRAFT

**OUTDOOR LIGHTING ORDINANCE
TOWN OF LAKEWOOD VILLAGE,
TEXAS**



As Adopted by Ordinance No.XX-XX

Date

Town of Lakewood Village

Ordinance xx-xx

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

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

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

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

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

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

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

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

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

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

Section 1. Definitions

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

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

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

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

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

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

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

Code Enforcement Team – A town administrator and/or officials tasked with the responsibility of identifying deficiencies and taking enforcement action.

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

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

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

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

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

Floodlight - A light fixture having a wide beam.

Fully Shielded Fixture - Outdoor light fixtures shielded or construction so that no light rays are emitted by the installed fixture at angles above the horizontal plane. The bulb is not visible with a shielded light fixture and no light is emitted from the sides of the fixture.

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

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

IES - The Illuminating Engineering Society (formerly IESNA) is a recognized authority on lighting best practices and standards; a professional society of lighting engineers,

including those from manufacturing companies, and others professionally involved in lighting.

IDA - International Dark-Sky Association.

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

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

LED - Light emitting diode.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Trespass Lighting - Light emitted by a luminaire which falls outside the boundaries of the property on which the fixture is sited.

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

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

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

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

Section 2. General

A. All new and replacement private and public outdoor lighting installed after the date of effect of this ordinance shall comply with its provisions.

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

C. New public outdoor lighting, including street lighting, shall make use of timers, dimmers, motion sensors and other adaptive controls and shall be substantially dimmed or extinguished by 11 P.M., unless public safety concerns demand otherwise.

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

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

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

G. *Attachment A* includes examples of unacceptable/not compliant and acceptable/compliant outdoor lighting fixtures.

Section 3. Existing Light Fixtures

- A. All public and private outdoor lighting fixtures shall be brought into compliance within ten (10) years of the effective date of this ordinance. The town will assist property owners and/or occupants to correct any nonconforming lighting through consulting with the owner.
- B. If more than 50% of the total appraised value of a structure (as determined from the records of the county’s appraisal district) has been destroyed, the structure’s existing light fixtures must be removed and shall only be replaced with fixtures that meet outlined standards herein.
- C. All existing private outdoor lighting located on a property that is part of a building permit for a major addition/enlargement of 25% or more of the building gross square footage either with a single construction project or cumulative series of construction projects is required to be brought into conformance with this ordinance before final inspection or issuance of a certificate of occupancy. The applicant shall have a maximum of 180 days from the date of the permit issuance to bring the lighting into conformance.
- D. A nonconforming structure shall be deemed abandoned if the structure remains vacant for a continuous period of six (6) months. In that instance, the structure’s existing outdoor lighting must be removed and may only be replaced in conformity with the standards of this ordinance.

Section 4. General Outdoor Lighting

- A. Lighting at public and private outdoor sports/recreational facilities, including but not limited to playing fields, arenas, tennis courts, play grounds, tracks and swimming pools, shall be shielded such that no light-emitting part of fixtures is visible from any other property and shall provide levels of luminance consistent with IES “Recommended Practice for Sports and Recreational Area Lighting,” (IES RP-6-01) or current successor recommendations. Sports lighting shall furthermore cease upon conclusion of scheduled events or 11P.M. (whichever occurs first).
- B. Strobe lights on communication towers and other lights for aerial navigation that are required by the Federal Aviation Administration (FAA) during daytime hours are permitted. Other required night navigational lights shall not be brighter than the minimum required by the FAA.
- C. Outdoor lighting fixtures using lamps or bulbs, regardless of the number of bulbs and level of initial lamp lumens, shall not exceed 3,000 kelvins and meet the following:

	<u>Initial Lamp Lumens</u>	<u>Shielding Requirements</u>
1.	<1500	Fully
2.	<800 - 1500	Partially
3.	>800	None

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

E. Sag-lens, drop-lens and mercury vapor fixtures are prohibited.

F. Searchlights, beacons, laser source and other high-intensity fixtures are prohibited. Additionally, except as otherwise allowed, any lighting that is flashing, blinking, rotating, chasing or rapidly changing in color or intensity is also prohibited.

G. The installation of any barn light fixture for use as outdoor lighting is prohibited unless the fixture includes a full opaque reflector instead of the standard translucent lens.

H. Outdoor up lighting is prohibited, except in cases where the fixture is shielded by a roof overhang or similar structural shield that will not cause light to extend beyond the structural shield.

I. Light fixtures shall not be located closer to a property line than four (4) times the mounting height of the fixture and shall not exceed the height of adjacent structures.

J. Up lighting and down lighting of up to two (2) flagpoles per private property is permitted:

1. Flagpoles illuminated from below are limited to a height of 25 feet above ground level and shall be illuminated with a single spot-type fixture whose maximum initial output is 52 lumens per foot of height, measured from the light fixture to the top of the flagpole. The maximum output shall be 1,300 lumens and 3,000 kelvins. The fixture shall be mounted perpendicular to the flag pole and the light outputs shall point straight up at the flag.

2. Flagpoles illuminated from above shall utilize a single light fixture, not to exceed 800 initial lamp lumens and 3,000 kelvins, attached to the top of the flagpole.

3. If the flag of the United State of America is displayed during the hours of darkness it should be illuminated as recommended in the United States Flag Code (36 U.S.C. Paragraphs 173, 174).

Section 5. Outdoor Signs

A. The luminous/illuminated surface of individual outdoor sign shall not exceed 200 square feet (18.6 square meters).

B. Outdoor signs may be unlighted, lighted externally, lighted internally or backlit. All sign lighting must be designed and shielded in such a manner that the light source is not visible beyond the property boundaries where the sign is located. Lighting for signs must

be directed such that only the sign face is illuminated. All lighted signs must have stationary and constant lighting.

1. Externally Illuminated Signs

- a. In addition to meeting requirements in Section 3, lighting must be aimed and shielded so that light is directed only onto the sign face and does not trespass onto adjacent streets, roads, properties or into the night sky.
- b. Lighting must be mounted at the top of the sign.

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

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

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

- a. Signs shall be designed such that the light source is not visible.
- b. Signs shall be designed such that harsh, direct illumination does not emanate from the sign. Rather, the backlighting shall only allow indirect illumination to emanate from the sign. For example, signs that create a “halo” effect around sign copy are allowed.
- c. Signs shall be constructed with a non white background and utilize opaque letters and symbols such that the light emanating from the sign is diffused.

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

- 1. Any changes to the face or copy of the sign must have a minimum of eight (8) second interval between changes.
- 2. Between the hours of 11 P.M. - 6 A.M. except for time and temperature:
 - a. There shall be no changes to the face or copy of the sign; and
 - b. The background must be darker than the text.
- 3. LED/electronic message displays are subject to the following:
 - a. Between the hours of 11 P.M. - 6 A.M. signs shall not exceed the maximum lamination level of 100 nits as measured under conditions of a full white display.
 - b. Signs shall be equipped with photo cell sensors that are factory locked to adjust the sign to an appropriate light level during daylight hours and dim the sign at night to the required nit level as stated previously.

- c. The electronic message portion of the sign shall not have a white background.
- d. Signs shall include timers that automatically turn off the digital display.

Section 6. Public Right of Way (Street) Lighting

- A. All residential streetlights shall be fully shielded fixtures of approved historical design, and shall be limited to 1,125 lumens and non residential streetlights to 1,500 lumens unless otherwise specified by the IES “American National Standard Practice for Roadway and Street Lighting” (IES RP-8-14) guidelines.
- B. Adaptive controls shall be utilized that automatically extinguish street lighting, when sufficient daylight is available using a control device or system such as photoelectric switch or equivalent functions from a programmable lighting controller.
- C. All area lighting, parking area lighting, and lighting of recreational facilities shall be level mounted and fully-shielded. Allowable luminance values from IES recommended practices shall be utilized.
- D. Freestanding luminaries shall be no higher than twenty-five feet (25’) above the stand/pole base, except fixtures used for playing fields shall be exempt from height restrictions. Building mounted luminaries shall be attached only to walls and the top of the fixture shall not exceed the height of the parapet or roof, whichever is greater.

Section 7. Requirements for New Outdoor Lighting Facilities

- A. New public outdoor lighting facilities shall adhere to the following requirements:
 - 1. All town-owned outdoor lighting including street lighting shall employ fully-shielded fixtures in order to limit light trespass.
 - 2. When new town-owned buildings and other facilities are constructed, or new town right-of-way are established, the installation of new outdoor lighting fixtures shall be allowed only when (a) specific need related to a hazardous nighttime situation is identified by the town, or (b) lighting is deemed necessary as a matter of ensuring the town’s public health, safety and welfare.
 - 3. When existing town-owned buildings, other facilities and town right-of-way are modified by physical alterations and/or by a change of use, the installation of new outdoor lighting fixtures beyond existing installations shall be allowed only when (a) a specified need related to a hazardous nighttime situation is identified by the town, or (b) lighting is deemed necessary as a matter of ensuring public health, safety and welfare, as is in the best interest of the town.
 - 4. In the event of the establishment of any new residential subdivision where street right-of-ways will be dedicated to the town, the town shall not allow the installation of street lights, except in the case of replacing existing nonconforming street lights. However, in cases where it is determined that street lighting is

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

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

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

B. The total combined unshielded **and shielded** outdoor light output (excluding governmental owned streetlights used for illumination of public rights-of-way and outdoor recreation facilities) of any developed residential property shall not exceed 10,000 lumens per net acre.

C. The total combined unshielded **and shielded** outdoor light output (excluding governmental owned streetlights used for illumination of public rights-of-way and outdoor recreation facilities) of any developed public or private non residential property shall not exceed 25,000 lumens per net acre.

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

Section 9. Outdoor Lighting Projects

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

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

B. A building official and/or administrator shall review the lighting plan taking into account the factors above and shall approve or reject the plan within 30 days of submission, returning it to the applicant with an explanation for the decision. The applicant shall not undertake the outdoor lighting project until the lighting plan is approved. If required, additional information may be requested.

C. Upon receipt of residential building permit applications, the town shall provide the homebuilder/applicant with educational materials about this ordinance. The town's

submission of educational materials shall be prima facie evidence that the applicant has received notification of the provisions of this ordinance.

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

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

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

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

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

G. The Code Enforcement Team that identify deficiencies and enforce existing ordinances shall have the primary enforcement responsibility for ensuring compliance. Current established enforcement processes shall be utilized.

Section 10. Exceptions

A. Temporary outdoor holiday lighting decorations shall be permitted from November 15 to January 15. Temporary outdoor holiday lighting decorations for other holidays shall also be permitted for a seven day period before a holiday and shall be removed within one week after the holiday. Such lighting shall be minimized after 11P.M.

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

- C. Temporary emergency lighting needed during activities of law enforcement, fire and other emergency services.
- D. Lighting employed during emergency repairs of roads and utilities may be unshielded provided the lights are positioned so they do not shine in the eyes of passing drivers.
- E. Temporary lighting required to save life or property from imminent peril.
- F. Outdoor lighting for which light is produced directly by the combustion of fossil fuels.

Section 11. Enforcement and Penalties

A. **Enforcement** - The town shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person or entity violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations.

B. **Resolution** – If, after investigation, town officials find that any provision of this ordinance is being violated, notice shall be given by hand delivery or certified mail, return receipt requested, of such violation to the owner and/or the occupant of such premises, demanding that the violation be abated within thirty (30) days of the date of hand delivery or of the date of mailing of the notice. Town officials shall be available to assist in working with the violator to correct such violation. If the violation is not abated within the thirty (30) day period, town officials may institute actions and proceedings, either legal or equitable, to enjoin, restrain or abate any violations of the ordinance and to collect the penalties for such violations.

C. **Public Nuisance** - Any violation of this ordinance that results in light trespass or an unreasonable interference with the common and usual use of neighboring property is hereby declared to be a public nuisance, which is prohibited. It is an offense for a person to emit light onto the property of another unreasonably interfering with the neighboring property owner’s use and enjoyment of their property.

D. **Criminal Prosecution Penalty** - It shall be an offense for a person/entity to fail to comply with the standards set forth in this ordinance within 30 days after notice is mailed to them. Any person violating any provision of this ordinance shall, upon conviction, be fined a sum not exceeding one hundred dollars (\$100.00), except as may be otherwise expressly provided by state law. Each day that a provision of this ordinance is violated shall constitute a separate offense. An offense under this ordinance is a Class C misdemeanor.

E. **Civil Remedies**-Nothing in this ordinance shall be construed as a waiver of the town’s right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and equity, including, but not limited to the following:

1. Injunctive relief to prevent specific conduct that violates this ordinance or to require specific conduct that is necessary for compliance with this ordinance;
2. Notification, intervals, follow-up and enforcement of violations shall follow established procedures utilized for other code violations.

3. A civil penalty up to five hundred dollars (\$500.00) for each day a violation occurs, when it is shown that the defendant was actually notified of the provisions of this ordinance and after receiving notice committed acts in violation of this ordinance or failed to take action necessary for compliance with this ordinance; and other relief as directed by a court with jurisdiction over the matter.

Section 12. Savings / Repealing Clause

All ordinances or parts of 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.

Section 13. 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 this ordinance, and each section, subsection, clause or phrase thereof irrespective of any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

Section 14. Proper Notice and Meeting

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

Section 15. Effective Date

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

ADOPTED AND APPROVED by the Town Council of Lakewood Village, Texas this ___ day of _____, _____.

Dr. Mark E. Vargus

Mayor

ATTEST:

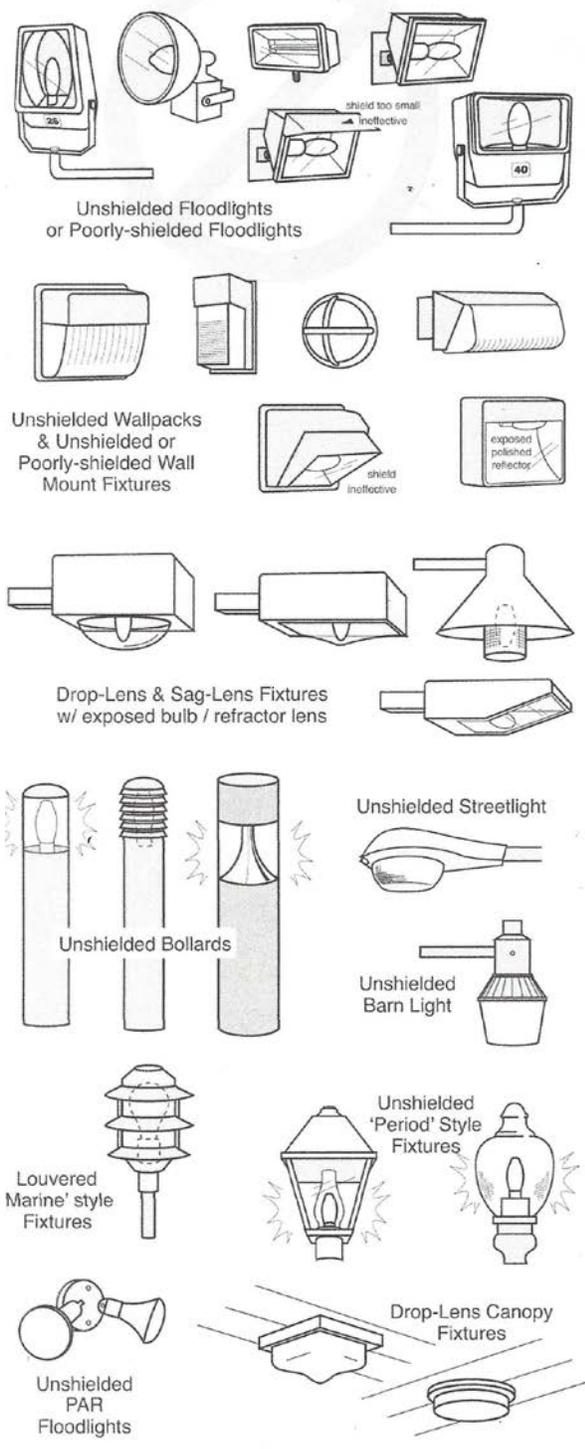
Linda Asbell, TRMC, CSMC
Town Secretary

Attachment A

Examples of Acceptable & Unacceptable Lighting Fixtures

Unacceptable/Not Compliant

Fixtures that produce glare and light trespass



Acceptable/Compliant

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



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TOWN OF LAKEWOOD VILLAGE, TEXAS
ORDINANCE NO. ~~10-02~~

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, TO ~~ADOPT TOWN REGULATORY AUTHORIZATION AND GOVERNANCE GUIDELINES BASED ON THE 2009 STATE AMENDMENT TO THE TEXAS TRANSPORTATION CODE KNOWN AS H.B. NO. 2553, SUBCHAPTER F, SEC. 551.401. THE AFOREMENTIONED AUTHORIZES TEXAS MUNICIPALITIES TO GOVERN THE OPERATION OF MOTORIZED CARTS IN THEIR JURISDICTION TO ENSURE THE PUBLIC SAFETY AS DEEMED APPROPRIATE ACCORDING TO THE GUIDELINES SET FORTH BY TEXAS H. B. NO. 2553 PERMIT THE OPERATION OF GOLF CARTS ON TOWN HIGHWAYSTREETS; REQUIRING MANDATORY EQUIPMENT; ESTABLISHING PROVIDING A PENALTY;~~ **PROVIDING A REPEALER, PROVIDING A SEVERABILITY CLAUSE, PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Texas Transportation Code ~~H.B. No. 2553- 551.404~~ authorizes the governing body of a municipality to regulate and control the operation of ~~motorized- golf~~ carts (golf carts only) within the town's legal boundaries and on it's public streets to ensure the public safety of the community.

WHEREAS, Texas Transportation Code ~~H.B. No. 2553~~ Section 551.404 ~~(b) sets forth specific guidelines and requirements that every local municipal government under subsection (a) is mandated to abide by. H.B. No. 2553 authorizes the governing body of a municipality in addition to regulate and enforce other standards of operation which may be particular to its unique situation requires specific equipment for golf carts to be legally driven on public~~ ~~highwaystreets;~~ and

~~WHEREAS, the Town finds that it would be beneficial to its citizens to allow golf carts on its public streets.-~~

~~WHEREAS, Ordinance 09-14 is hereby repealed in its entirety.-~~

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

SECTION 1: DEFINITIONS.

The following words, terms and phrases when used in this Ordinance, shall have the meanings ascribed to them in this Ordinance except where the context clearly indicates a different meaning:

~~*Driver* means the person driving and having physical control over the motorized cart.~~

~~*Motorized Golf cart* means those electric and gasoline powered carts, commonly referred to as golf carts, which have a minimum of three wheels and which have an attainable top speed not greater than 30 miles per hour on a paved level surface and which is manufactured in compliance with those federal motor vehicle safety standards for low speed vehicles. Specifically excluded from this definition are those motorized conveyances commonly referred to as ATVs, four wheelers, mules, and gators shall be as defined in the Texas Transportation Code 551.401.~~

~~*Owner* means the person holding title to the motorized cart and the person required to register the motorized cart with the Town of Lakewood Village.~~

~~*Parking area* means those areas accessible to the public by motor vehicular traffic and which are designated for temporary parking of motor vehicles, usually in places referred to as parking lots.~~

Street means the public roadways of the Town of Lakewood Village by whatever name (e.g., road, alley, avenue, highway, route, boulevard, etc.) that:

- a) Has a posted speed limit of 35 miles per hour or less; or
- b) Provides for no more than two lanes of vehicular traffic per direction; or
- c) Is not designated as part of either the State or Federal highway system.

SECTION 2: REGISTRATION REQUIREMENTS

~~All motorized golf carts operated on streets and parking areas of the Town must be registered with the Town of Lakewood Village Administration Office located at Town Hall. A registration form will be provided on-line and at town hall for residents to complete and provide the basic information requested. The registration form will require the following specifics:~~

- ~~(1) Name and address of owner.~~
- ~~(2) Brand, model number and motorized cart identification number (VIN #).~~
- ~~(3) Type of motorized cart (gasoline or electric)~~
- ~~(4) Insurance Policy Number~~
- ~~(5) Signature of owner that cart meets equipment requirements.~~

~~Residents will have 90 days to register and bring their carts into compliance upon the ratification date of this ordinance and corresponding public notices.~~

SECTION 3. TRANSFER

~~Upon transfer of ownership of the motorized cart to a person who intends to operate it over authorized streets and parking areas, the new owner must register the motorized cart as outlined in Section 2 within 10 days.~~

SECTION 42. ELECTRIC AND GASOLINE ~~MOTORIZED GOLF CART~~ REQUIRED EQUIPMENT.

- (a) Every ~~motorized golf~~ cart must be equipped as mandated by the Texas Transportation Code, H.B. No. 2553 Section 551.404(b), as follows: ~~Subsection (a) and/or required by the Town of Lakewood Village the following:~~
 - (1) ~~Operational~~ headlamps;
 - (2) ~~Operational~~ tail lamps;
 - (3) ~~R~~eflectors;
 - (4) ~~Operational~~ parking brake; and

- (5) ~~Rearview mirrors.~~ (s)

SECTION 53. OPERATION REGULATIONS.

- (a) ~~Motorized-Golf~~ carts shall not be operated on sidewalks (unless designated as cart paths also).
- (b) All ~~motorized-golf~~ carts are entitled to a full use of a lane on the authorized streets and parking areas of the Town and no motor vehicle shall be driven in such a manner as to deprive any ~~motorized-golf~~ cart of the full use of a lane.
- (c) No driver shall operate a ~~motorized-golf~~ cart between lanes of traffic or between adjacent lines of rows of vehicles.
- (d) Rider Capacity: To comply with public transportation safety standards the driver of the golf cart is responsible for ensuring the safety of all passengers. The driver should adhere to the passenger load requirements as specified by the golf cart manufacturer owners manual and the stated seating capacity. All occupants are to be properly seated in properly designed passenger seats while the cart is in motion. No sitting or standing on the rear of a cart is allowed unless said cart is outfitted with the proper seats to accommodate rear passengers.

SECTION 64. LIABILITY.

Nothing in this ordinance shall be construed as an assumption of liability by the Town of Lakewood Village for any injuries to persons, pets or property which may result from the operation of a ~~motorized-golf~~ cart by a registered owner or authorized driver.

Registered owners are fully liable and accountable for the actions of any individual that they provide permission to operate and drive said ~~motorized-golf~~ cart, both on personal and/or town and public properties. This described liability responsibility especially applies to personal injuries or property damage resulting from ~~motorized-golf~~ cart drivers who are minors under the age of 21 with or without a valid Texas driver's license.

SECTION 75. OTHER OFF-ROAD VEHICLES.

Pursuant to Texas Transportation Code 663.037, off road vehicles, other than motorized carts defined in Section 1 of this ordinance, may not be operated on any street (as defined in Section 1 of this document) in the Town of Lakewood Village. These vehicles include:

- (1) All-Terrain Vehicles (ATVs)
- (2) Utility Type Vehicles (UTVs)
- (3) Recreational Off-Highway Vehicles (ROVs)

OPERATION ON PUBLIC ROADWAY PROHIBITED.

A person may not operate an off-highway vehicle on a public street, road, or highway except as provided by this section.

The operator of an off-highway vehicle may drive the vehicle across a public street, road, or highway that is not an interstate or limited-access highway, if the operator:

- (1) brings the vehicle to a complete stop before crossing the shoulder or main traveled way of the roadway;
- (2) yields the right-of-way to oncoming traffic that is an immediate hazard; and
- (3) makes the crossing:
 - (a) at an angle of approximately 90 degrees to the roadway;
 - (b) at a place where no obstruction prevents a quick and safe crossing; and
 - (c) with the vehicle's headlights and taillights lighted.
- (4) The operator of an off-highway vehicle may drive the vehicle across a divided highway other than an interstate or limited access highway only at an intersection of the highway with another public street, road, or highway.

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SECTION 76. ENFORCEMENT AND PENALTIES

Enforcement of this ordinance and any traffic violations committed by the driver of a motorized golf cart may be enforced by the Denton County Sheriff's Department and by any authorized code enforcement official as specified by the Town mayor. Any person, firm, entity or corporation who violates any provision of this ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Two Hundred Dollars (\$200.00). Each continuing day's violation under this Ordinance shall constitute a separate offense.

SECTION 5. SEVERABILITY

In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the town Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the town Council of the Town of Lakewood Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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SECTION 6. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its adoption by the Town Council, and publication in accordance with law.

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PASSED AND APPROVED by the Town Council of the Town of Lakewood Village, Texas, this 8th day of ~~14th day of January, 2010.~~ November, 2018.

APPROVED:

~~Mike Schnittker~~ Dr. Mark E. Vargus
Mayor

ATTEST:

Linda Asbell, TRMC, CMC
~~City-Town~~ Secretary

**TOWN OF LAKEWOOD VILLAGE GOLF CART
REGISTRATION FORM**

Date: _____

Owner Name: _____

Resident Address: _____

Golf Cart Insurance Policy #: _____

Golf Cart Brand/Model: _____

Golf Cart Serial/VIN #: _____

Golf Cart Color: _____

Electric/Gas: _____

This golf cart meets the required equipment standards set forth by the State of Texas and the town of Lakewood Village: (Headlamps, tail lamps, reflectors, rearview mirror)

Owner Signature: _____

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MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this 1st day of January, 2020 (the “**Effective Date**”), by and between the Town of Lakewood Village (“**Town**”), and Allied Waste Systems, Inc. d/b/a Republic Services of Lewisville, a Delaware corporation (“**Company**”).

RECITALS

WHEREAS, Town desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

- 1. **Sole and Exclusive Franchise.** Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations (“**Location Types**”) within the territorial jurisdiction of the Town (the “**Services**”):

Location Types

- Residential Units Large Commercial Units
- Small Commercial Units Industrial - Permanent Units
- Municipal Facilities Industrial - Temporary Units

- 2. **Newly Developed Areas.** If the Town develops new areas (of the same Location Types as designated above) within the Town’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The Town shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the Town annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).

- 3. **Scope of Services.** Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in Exhibit A.

- 4. **Out of Scope Services May Be Contracted for Directly with Customers.** Company may provide collection and disposal or recycling service within the territorial jurisdiction of the Town for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The Town agrees that Company may use any information received from the Town in marketing all of its available

services to the residents and Customers located within the Town, whether included in the scope of this Agreement or not.

Commented [TA1]: What are "out of scope services"? All services should be subject to the franchise fee.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A General Specifications for Services

Exhibit B Pricing

6. Term. This Agreement begins on the Effective Date and expires five (5) years thereafter (the "**Term**"), unless otherwise terminated in accordance with the terms of this Agreement. The parties may, upon mutual agreement, renew the Term of this Agreement for one (1) additional five-year period.

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

7.1 Rates for Services. The rates for all Services shall be as shown on Exhibit B, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 Cost Adjustments. Upon ~~notice to approval by~~ the Town Council, the Company may increase the rates for Services as a result of increases in costs actually incurred by Company due to (a) ~~any third party or municipal hauling company or disposal or recycling facility being used;~~ (b) changes in local, state, or federal rules, ordinances or regulations; (e**b**) changes in taxes, fees or other governmental charges (other than income or real property taxes); (e**c**) uncontrollable prolonged operational changes (i.e., a major bridge closure); (d**e**) increased fuel costs; and (f**e**) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the ~~effective date of such increase or change in cost~~ approval by Town Council.

7.3 Franchise Fee. The Town shall determine a residential franchise fee, which fee shall be passed through to the Customer. For residential customers billed by the town the fee shall be retained by the Town. The company shall charge industrial roll-off customers a sixteen percent franchise fee. Franchise fees charged to customers by the Company shall be remitted to the Town quarterly along with a report which shows services provided by address, and dates of service. The Town shall have the ability to permit a customer with an approved building permit to make payment in lieu of franchise fees when circumstances prevent the customer from placing a roll-off container on the property identified in the building permit in a safe manner.

- 7.4 Additional Terms for Recycling Services

(a) Rates. The rates for Recycling Services shall consist of a Monthly Collection Charge, plus the Recycling Processing Charge. The "Recycling Processing Charge" is derived by subtracting Republic's Processing Rate and Residual Costs from its Commodity Sales. The Recycling Processing Charge is subject to the Annual Recycling Adjustment (defined below).

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Monthly Collection Charge + Recycling Processing Charge (Commodity Sales – Processing Rate – Residual Costs)

"Commodity Sales" means the average amount Company receives per 12-month period on the sale of Recyclable Materials processed at the facility receiving the Town's Recyclable Material. "Processing Rate" means the current rate Company charges to process Recyclable Materials. "Residual Cost" means the average amount it costs Company per 12-month period to transport and dispose of the non-recyclable, residual material pulled out of the collected stream of Recyclable Materials received at Company's processing facility.

(b) Annual Recycling Adjustment. On each anniversary of the Effective Date of this Agreement, Company shall evaluate, and adjust if needed, the Recycling Processing Charge based on any changes in Commodity Sales, Processing Rates and/or Residual Costs (“**Annual Recycling Adjustment**”). The Recycling Processing Charge over the most recent twelve-month period shall be compared to the last identified Recycling Processing Charge to determine any change. A reduction in Recycling Processing Charge shall result in a decreased price for the Recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment. An increase in Recycling Processing Charge shall result in an increased price for the Recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment. Should unforeseen circumstances cause at least a 20% change in Company’s Recycling Processing Charge, both parties agree to implement a mid-year adjustment to the Recycling Processing Charge. In the event of any Recycling Adjustment, the Town shall have sole discretion to make a lump sum payment to Company (or receive a lump sum credit) or to pass the Recycling Adjustment through to the rate payers in the Town.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the Town. The Town shall invoice and collect from all Residential Units and Municipal Facilities Customers for Services provided by Company pursuant to this Agreement. The Town shall report to Company (a) by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the Town and (b) on a quarterly basis, parcel data and a list of addresses billed for the Services by the Town. Company shall invoice the Town for the number of addresses that were billed by the Town within fifteen (15) days of receiving the Town’s address count each month, and the Town shall pay Company’s invoices.

8.2 Invoicing the Customer Directly. Company shall invoice each individual Customer for all Industrial Permanent Units and Industrial Temporary Units Services rendered to such Customer under this Agreement within fifteen (15) days following the end of the month, and the Customer shall pay Company’s invoices.

8.3 Payment. The Town or Customer, as applicable, shall pay each of Company’s invoices ~~without offset~~ within ~~twenty-thirty~~ (23) days of receipt Company’s invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the Town, Town shall pay Company’s invoices in full irrespective of whether or not the Town collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the Town or Customer, as applicable, withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

8.4 Service Suspension.

8.4.1 Unpaid Invoices. If any amount due from the Town is not paid within sixty (60) days after the date of Company’s invoice, Company may suspend Services until the Town has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the Town shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company’s invoice, Company may suspend that Customer’s Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an

amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

- 8.4.2 Suspension at Direction of Town. If the Town wishes to suspend or discontinue Services to a Customer for any reason, the Town shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the Town shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The Town shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the Town.

8.5 Audits.

- 8.5.1 Audit of Town Billings. With respect to any Services in which the Company's billing is dependent upon the Town's reporting of the number of addresses subject to this Agreement, the Town shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the Town and that the Town's reporting on such addresses is accurate. The Town shall share all findings and documentation with respect to such audits with Company.

- 8.5.2 Audit of Company Records. The Town may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the Town under this Agreement within the ninety (90) day period before the audit request. Such audits shall be ~~paid for by the Town and shall be~~ conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the Town shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.
10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the Town, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.

12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire Waste Container that contains the Excluded Waste. In such situations, Company shall contact the Town and the Town shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and charge the depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The Town shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the Town's providing all such reasonable assistance to Company, Company shall release Town from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the Town.

13. Specifications for all Recyclable Materials. Recyclable Materials shall comply with any and all specifications provided by Company in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material received within the Town limits is rejected by the recycling facility or is not of the intended quality or grade, Company will notify the Town and the Town shall pay any damages, costs, and penalties incurred by Company due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit Company from selling some or all of the Recyclable Materials, Company may (i) suspend or discontinue any or all Recycling services, or (ii) dispose of the Recyclable Materials in a landfill and request an update to the Town's rates accordingly.

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14. Equipment; Access. Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The Town shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. Town and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The Town shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or possession of the equipment by the Town or the Customers. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement.

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15. Risk Allocation. Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.

16. Insurance. During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease

\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage \$3,000,000
Combined – Single Limit Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage \$2,500,000 each occurrence
Combined – Single Limit \$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Town. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least “A-” and a financial size category of at least VII. Upon Town’s request, Company shall furnish Town with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the Town, show the Town as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the Town (excluding Worker’s Compensation policy) except with respect to the sole negligence or willful misconduct of Town.

17. **Force Majeure.** Except for Town’s obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party’s reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God (“**Force Majeure Event**”), shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company’s service under this Agreement. In the event of increased volume due to a Force Majeure Event, Company and the Town shall negotiate the additional payment to be made to Company. Further, the Town shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.
18. **Non-Discrimination.** Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
19. **Licenses and Taxes.** Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the Town and by the State.
20. **No Guarantees or Liquidated Damages.** Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by Town.
21. **Miscellaneous.** (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party’s prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the Town’s consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted

successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to Town under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

TOWN OF LAKEWOOD VILLAGE

ALLIED WASTE SYSTEMS, INC. D/B/A
REPUBLIC SERVICES OF LEWISVILLE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

GENERAL SPECIFICATIONS FOR SERVICES

1. WASTE MATERIAL/SERVICE TYPES. The following Waste Material/Service Types shall be considered in scope during the Term of this Agreement:

Solid Waste

Yard / Bulky Waste

Recyclable Material

Construction Debris

2. DEFINITIONS

2.1 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

2.2 Bin – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial or Industrial Units.

2.3 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be. Bulky Waste shall not include any Excluded Waste.

2.4 Brush – Tree, shrub and brush trimmings or newspapers and magazines ~~securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty five (35) lbs. in weight.~~ A Brush shall not include any Excluded Waste.

2.5 Container for Garbage, Rubbish & Yard Waste Collection – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs.

2.6 Container for Recycling – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs.

2.7 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility, or Large Commercial or Industrial Unit.

2.8 Customer – An operator or occupant of a Residential Unit, Industrial Permanent Unit, Industrial Temporary Unit, or a Municipal Facility who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.

2.9 Disposal Site – A Waste Material depository designated by Company, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.

2.10 Excluded Waste – Excluded Waste is all Bulky Waste (except as otherwise provided in this Agreement), Large Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and Special Waste.

2.11 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and

other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

2.12 Hazardous Waste – A form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

2.13 Industrial Permanent Unit – A premise or location requiring Large Commercial and Industrial Refuse collection for a continuous term from a Bin (i.e., a compactor).

2.14 Industrial Temporary Unit – A premise or location requiring Large Commercial and Industrial Refuse collection on only a temporary basis from a Bin (i.e., a 20, 30 or 40 yard roll-off container). The collection time period is limited to a specific event or a short-term project.

2.15 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

2.16 Large Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated at a Large Commercial or Industrial Unit.

2.17 Large Commercial or Industrial Unit – All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of Town that are not classified as a Residential Unit or Municipal Facility. Metal or plastic container 2 yards or larger.

2.18 Large Dead Animals – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

2.19 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

2.20 Municipal Facilities – Means only those specific municipal locations agreed to by the parties.

2.21 Offal Waste – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

2.22 Recycling – The collection of Recyclable Materials pursuant to this Agreement, including any delivery of, Recyclable Materials called for by this Agreement.

2.23 Recyclable Materials – The following items are classified as Recyclable Materials under this Agreement:

- (a) Glass – Clean unbroken glass containers, bottles/jars.
- (b) Cans – Clean aluminum, tin/steel containers.
- (c) Newspaper – Clean, dry, unsoiled newspaper.
- (d) Plastic – PETE & HDPE containers (milk jugs & soft drink containers)

2.24 Residential Unit – A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. (For purposes of this Agreement, a Residential Unit shall include a Small Commercial Unit).

2.25 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

2.26 Small Commercial Unit - a small commercial business whose Garbage and Rubbish is placed in not more than three (3) thirty-two (32) gallon containers per collection day, including but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the Town.

2.27 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

2.28 Solid Waste – Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

2.29 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

- (a) Waste generated by an industrial process or a pollution control process;
- (b) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (c) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);
- (d) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (e) Waste which may contain free liquids and requires liquid waste solidification;
- (f) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;
- (g) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;

(h) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);

(i) Waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and

(j) Municipal or commercial solid waste that may have come into contact with any of the foregoing.

2.30 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

2.31 Waste Container – A Container for Garbage, Rubbish and Yard Waste or a Container for Recycling.

2.32 Waste Material – All nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units and Municipal Facilities that is not excluded by this Agreement. Waste Material shall not include any Excluded Waste.

2.33 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

2.34 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length may, but are not required to be, in a container, bag or box. Company shall be obligated to collect no more than one container (or their equivalent) per month from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Customer with Company under terms, prices and documents acceptable to both the Residential Unit Customer and Company.

3. COLLECTION OPERATIONS – GENERAL PROVISIONS

3.1 Location of Containers, Bags and Bundles for Collection. Each Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Town roadways. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any Container, Bag or Bundle not so placed or any Waste Material not in a Container, Bag or Bundle as specified in the applicable Exhibit hereto.

3.2 Hours of Operation. Collection of Waste Material shall not start before 5:00 A.M. or continue after 8:00 P.M. Exceptions to collection hours shall be effected only upon the mutual agreement of the Town and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facilities collection routes to the Town at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from

time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the Town at least two (2) weeks in advance of the commencement date for such changes. Town shall promptly give written or published notice to the affected Residential Units.

3.4 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection services for Solid Waste at least once per week and Recycling Services every other week.

3.5 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.6 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Company.

3.7 Disposal. All Waste Material, other than Recyclable Material, collected within the Town under this Agreement shall be deposited at any Disposal Site, selected by the Company, properly authorized by the State.

3.8 Delivery. All Recyclable Material collected for delivery and sale by the Company shall be hauled to a processing facility selected by the Company. The charge for processing shall be included in the rates set forth in Exhibit B, subject to rate adjustments as provided in the Agreement.

3.9 Customer Education. The Town shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections.

3.10 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

3.11 Bulk & Brush Waste Collection. The Company shall collect Bulky & Brush Waste on a quarterly basis, pursuant to a schedule mutually agreed to by the Company and Town.

3.12 Sludge Hauls. The Town shall contact the Company's customer service representative to request a sludge haul. The Company shall collect the sludge within seventy-two (72) hours of the sludge haul request made pursuant to this Section 3.12. If the Company does not collect the sludge within such 72-hour time period, the Town will only be responsible to pay half (1/2) of the "Bio Solid Waste Removal Services" on Exhibit B.



MEMORANDUM

TO: Town Council
CC: Linda Asbell
FROM: Dr. Mark E. Vargus, Mayor
DATE: November 1, 2018
RE: Concrete Roads Issues & Related Information

In 2013 the Town Council made the decision to demolish the old roads and construct new sub-base, base, and concrete surfacing of our roads. There would be two phases.

The Phase 1 timeline was:

February 2013 - First discussion on concrete road financing
August 2013 - Authorized FNI to perform engineering tasking
April 2014 - Bid Awarded, Bonds Issued
<<< 8 months from start of engineering to bid award >>>

June 10, 2014 Construction Begins
February 1, 2015 Construction Ends
<<< 9 months from bid award to project completion >>>

The Total Budgeted Costs (Construction and Engineering) was \$1,888,667. The actual costs incurred was \$1,847,296 (**\$41,371 under budget**).

The total length of roads in Phase 1 was 7,890 feet. Construction Costs were \$1,551,418 or approximately \$197 per foot.

Phase 2:

Phase 2 will consist of 14,460 feet and includes Highridge, Meadowlake, Woodcrest, and the Shores (excluding Green Meadow and Lakecrest) or almost twice as long as Phase 1.

The projected timeline would be approximately 9 months from tasking to bid award, and approximately one year of construction.

I. Phase 2 Design Issues to be addressed:

- a. Green Meadow
- b. Meadowlake Non-de-sac
- c. Mailbox Facility on Highridge
 - Bypass ? One lane road ?
- d. Lakecrest & Entrance
- e. RCP replacement
 - Drainage Inlets especially Melody&Carrie
- f. Utility Improvements / Contingencies / Street Lights
 - Water lines from Woodcrest Lot or other Well site
- g. Cable/Fiber Shores
- h. Street Mailboxes and Monuments in ROW
- i. Stowe Connector
- j. Quick-set concrete

II. Financing and Future Tax Rates

III. New Ordinances for Construction Zones

This will be the largest project ever undertaken by the Town. It will require many discussions and I think that it is time that we begin.

I look forward to your comments;



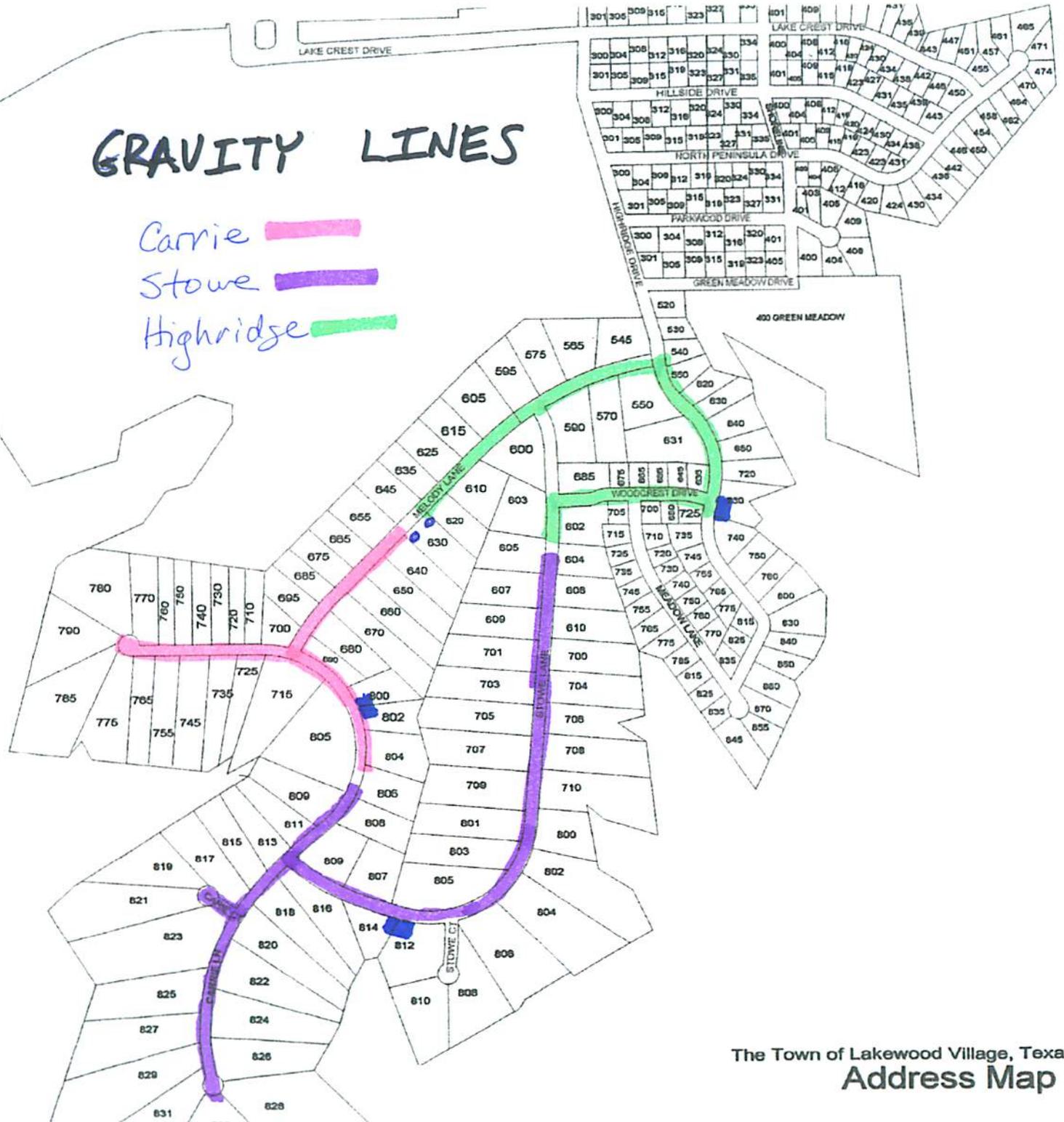
Sewer System

Maps:

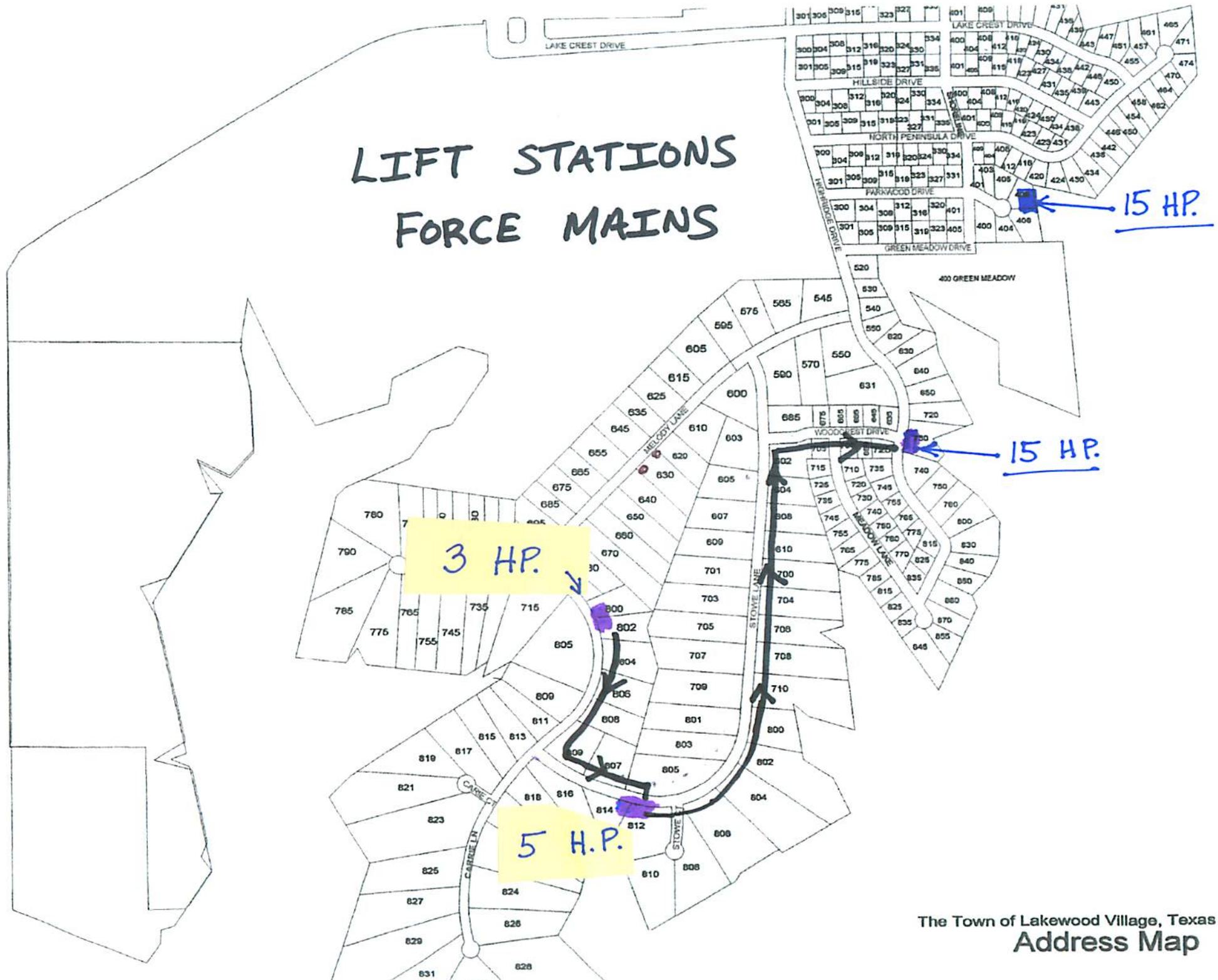
**Sewer Gravity Lines,
Lift Stations,
Force Mains**

GRAVITY LINES

- Carrie 
- Stowe 
- Highridge 



LIFT STATIONS FORCE MAINS



2018-2019 Budget

General Fund

REVENUES	YTD 10/31/2018	2019 Budget
Property Taxes	\$0	\$306,000
Franchise Fees	\$0	\$30,000
Sales Taxes	\$2,410	\$25,000
Fines & Forfeitures	\$0	\$3,000
Licenses & Permits	\$850	\$41,600
Fees & Service Charges	\$10,075	\$42,600
Interest	\$0	\$3,000
Miscellaneous	\$0	\$3,000
TOTAL	\$13,335	\$454,200

EXPENDITURES	YTD 10/31/2018	2019 Budget
General Government	\$15,364	\$176,900
Public Safety	\$0	\$25,000
Public Works	\$888	\$30,500
Capital Outlay	\$0	\$11,000
Debt Service (Principle)	\$0	\$158,000
Debt Service (Interest)	\$0	\$18,806
TOTAL	\$16,252	\$420,206

Utility Fund

REVENUES	YTD 10/31/2018	2019 Budget
Water	\$10,329	\$150,000
Sewer	\$6,214	\$106,000
Sanitation	\$2,674	\$50,000
Fees and Services	\$265	\$17,510
Other Income	\$0	\$2,000
Interest Revenue	\$0	\$1,000
TOTAL	\$19,482	\$326,510

EXPENDITURES	YTD 10/31/2018	2019 Budget
Contract Services	\$9,000	\$151,800
Administrative	\$10,949	\$85,550
Repairs and Maintenance	\$1,001	\$34,300
Miscellaneous	\$0	\$1,000
Garbage Collections	\$0	\$46,000
Capital Improvements	\$0	\$10,000
TOTAL	\$20,950	\$328,650