



**LAKEWOOD VILLAGE TOWN HALL
100 HIGHRIDGE DRIVE
LAKEWOOD VILLAGE, TEXAS
TOWN COUNCIL MEETING
SEPTEMBER 8, 2022 7:00 P.M.**

REGULAR SESSION – AGENDA

Call to Order and Announce a Quorum is Present

A. PLEDGE TO THE FLAG:

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

C. PUBLIC HEARING – A public hearing is scheduled on the proposed combined property tax rate of \$0.45/\$100 to provide an opportunity for citizen comment.

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

E. REGULAR AGENDA:

1. Update on Critical Water Emergency (Vargus)
2. Discussion of Water/Wastewater Capital Improvement Projects (Vargus)
3. Discussion of Lakecrest Road Repairs (Vargus)
4. Consideration of Contract Amendment with Republic Waste Services (Vargus)
5. Consideration of Ordinance Adopting the 2022-2023 Property Tax Rate of \$0.45/\$100 (Ruth)
6. Ratification of Ordinance 22-19 Adopting Fiscal Year 2022-2023 Budget (Ruth)
7. Consideration of Minutes of August 11, 2022 Council Meeting (Ruth)

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

1. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Taylor Morrison-South Oak, Project Lakewood Village Partners, Project Slade Rock, Project Lightning Bolt; and
2. § 551.074, Texas Government Code to wit: Personnel Matters – Annual Review of Town Administrator/Town Secretary
3. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in

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REGULAR AGENDA
SEPTEMBER 8, 2022**

Page 2 of 2

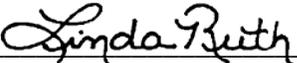
which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards; and

4. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Taylor Morrison-South Oak, Project Lakewood Village Partners, Project Slade Rock, and Project Lightning Bolt.

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

H. ADJOURNMENT

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 2:00 p.m. on Monday, September 5, 2022.



Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



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

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

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

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this 1st day of January, 2020 (“**Effective Date**”), by and between the Town of Lakewood Village (“**Town**”), and Allied Waste Systems, Inc. dba Republic Services of Lewisville, qualified to do and actually doing business in the State of Texas (“**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

<u> </u> Residential Units	<u> </u> Large Commercial Units
<u> </u> Small Commercial Units	<u> </u> Industrial Permanent Units
<u> </u> Municipal Facilities	<u> </u> 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 any exhibit attached hereto.
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 Customers located within the Town, whether included in the scope of this Agreement or not.

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

Exhibit A Specifications for Municipal Solid Waste Services

Exhibit A-1 Municipal Solid Waste Pricing

Exhibit B Specifications & Pricing for Recycling Services

Exhibit B-1 Recycling Facility Average Commodity Mix

6. **Term.** This Agreement begins on the Effective Date and expires five (5) years thereafter but shall automatically renew for successive five-year periods (the “Term”) unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of this Agreement.

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 Exhibits A-1 and B, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 **Modification of Rates.** The Town and the Company have agreed to a rate adjustment on residential waste services during the third and fifth years of this contract. The adjustment would take effect on the Effective Date of the year in which it will commence.

Rates adjustments on Municipal Facility, Commercial Units, and Industrial Units will be determined on an annual basis no more than once every 12 months during the term of this Agreement, to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. Town Average, as published by the United States Department of Labor, Bureau of Statistics. The fees may be adjusted for the ensuing 12-month period in a percentage amount equal to the unadjusted percent change of the previous 12 months plus the seasonally adjusted percent change in December of each year.

Any proposed rate adjustment shall be submitted to the Town not later than 60 days prior to Effective Date and be accompanied by an updated Exhibit A-1 and B to allow for proper review and approval by the Town.

7.3 **Change in Law Adjustments.** Upon approval by the Town, the Company may increase the rates for Services as a result of increases in costs 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, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); and (e) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the date of approval by the Town.

7.4 **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.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the Town. The Town shall invoice and collect from all Residential Units and Municipal Facilities 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 commercial and industrial containers under this Agreement. The Customer shall pay Company's invoices.

8.3 Payment. The Town or Customer, as applicable, shall pay each of Company's invoices within thirty (30) 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 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 of 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. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to Town data to support that the number of addresses serviced exceeds the number provided by the Town, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.

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 Town 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, in Company's sole discretion, charge the Town, 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. **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. 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 damages to pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement, unless caused by Company's negligence or willful misconduct.
14. **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.
15. **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 Combined – Single Limit	\$3,000,000
	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 Combined – Single Limit	\$2,500,000 each occurrence
	\$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.

16. **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, 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.
17. **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.
18. **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.
19. **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.
20. **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 WHEREOF, the parties have entered into this Agreement as of the date first written above.

Town of Lakewood Village

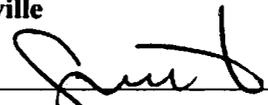
By: 

Name: MARK E. VARGAS

Title: MAYOR

Date: 11/18

Allied Waste Systems, Inc. dba Republic Services of Lewisville

By: 

Name: Craig Mikolajchuk

Title: General manager

Date: 11/19

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

<input checked="" type="checkbox"/>	Municipal Solid Waste (MSW)	<input checked="" type="checkbox"/>	Bulky Waste
<input checked="" type="checkbox"/>	Yard Waste	<input checked="" type="checkbox"/>	Construction Debris

2. Definitions.

2.1 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied.

2.2 Bulk & Brush – Tree, shrub and brush trimmings or newspapers and magazines shall be collected on a quarterly basis, pursuant to a schedule mutually agreed to by the Company and the Town. Brush shall not include any Excluded Waste.

2.3 Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires any containers larger than a residential Polycart for the collection of its Solid Waste.

2.4 Customer – An occupant or operator of any type of premise within the Town that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.5 Disposal Site – A Waste Material depository 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.

2.6 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.7 Hazardous Waste – 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 Law.

2.8 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.9 Industrial Temporary Unit – An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.10 Municipal Facilities – Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.

2.11 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.12 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.13 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 Solid Waste that may have come into contact with any of the foregoing.

2.14 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material, Yard Waste, Bulky Waste generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

2.15 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 are not required to be in a container, bag or box.

3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material 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.

3.2 **Hours of Collection Operations.** Collection of Waste Material shall not start before 7:00 A.M. or continue after 7:00 P.M. Exceptions to collection hours shall be affected 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 Facility 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 **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 A-1.

3.5 **Landfill Usage by Residents.** Residential customers may drop off up to 2 cubic yards of acceptable Waste Material per month at the Company's Camelot Landfill, located at 580 Huffines Blvd, Lewisville, Texas 75056. Resident must bring an I.D. and water bill from the Town. Rates for usage are set forth on Exhibit A-1.

3.6 **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 service at least once per week.

3.7 **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.

3.8 **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 of the Company.

3.9 **Disposal.** All Waste Material, other than processed Recyclable Material that is marketable, collected within the Town under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.10 **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 collections.

3.11 **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.

EXHIBIT A-1

SOLID WASTE PRICING

EFFECTIVE January 1, 2020

RESIDENTIAL **\$ 20.50**

Solid Waste: 2 Carts one time per week - **Blue Cart**
Recycle: 1 Cart every other week - **Green Cart**
Brush & Bulk Quarterly (February, May, August,
November)

Extra Trash Cart **\$ 7.28**

Landfill Use Charge for Residents **\$ 8.20**

Bio Solid Waste Removal Service **\$ 650.00**
**Sludge hauls within 72
hours or discounted by 50
percent.*

Town Clean Up – eight, 30yd containers annually at no charge
Haul rate after eight free hauls **\$ 380.00**

INDUSTRIAL

Rate = Haul + Disposal **\$325.00/haul +
\$35/ton disposal**

Rental / Daily **\$6.25**

Delivery Charge **\$133.50**

Residential Rate Adjustment

Pricing:

Year 1 \$20.50
Year 2 \$20.50
Year 3 \$22.04
Year 4 \$22.04
Year 5 \$23.69

EXHIBIT B

SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

1.1 “**Recyclable Materials**” are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 “**Acceptable Material**” means the materials listed in Section 8 below.

1.3 “**Unacceptable Material**” means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing (“Recycling Services”).

2. Town’s Duty. Town shall make a reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. Collection and Processing. Town shall pay Company a rate of \$ 4.50 per Unit for the collection and processing of Recyclable Materials from [Residential Units, Municipal Facilities, Small Commercial Units, Large Commercial Units, Industrial Permanent Units, Industrial Temporary Units]. Town’s Collection and Processing rate assumes that, on average, Town’s Recyclable Material consists of no more than 20% Unacceptable Material (the “**Unacceptable Material Threshold**”). The Collection and Processing rate is subject to Rate Adjustments as set forth in Section 7 of the Agreement.

4. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company’s visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify Town of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of Town’s Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

5. Recycling Commodity Credit. Company shall return 100% of Town’s recycling commodity value to Town each month. Town’s “**Recycling Commodity Credit**” shall be determined by multiplying the per-ton market value of the processing facility’s Average Commodity Mix by the number of tons of Recyclable Material collected from Town and processed each month. The processing facility’s “**Average Commodity Mix**” means the relative mix of outbound commodities (including Residue), established pursuant to either (i) a minimum rolling 3-month facility average composition (subject to adjustment as necessary by Company) or (ii) a composition audit or an average of audits over a 12-month period (if any). The processing facility’s Average Facility Commodity Mix is set forth in the attached Exhibit B-1. The per-ton value of the processing facility’s Average Commodity Mix shall be determined each month by applying the most recently-available indices or actual values (as set forth in Exhibit B-1) to the facility’s Average Commodity Mix including any negative commodity market values and Company’s charges for hauling and disposing of contaminated, unmarketable and/or Unacceptable Material (“**Residue**”).

6. Reporting and Credit. Company will provide Town with a monthly report detailing the total tons of Recyclable Material received from the Town during the previous month and the calculation of Town’s Recycling Commodity Credit for that month. If the Town’s account is billed in the aggregate to the Town, the previous month’s Recycling Commodity Credit will be issued as a credit on the next month’s invoice to the Town (if the Recycling Commodity Credit exceeds the Town’s invoice amount, then Company will issue a

check to Town for the balance of its Recycling Commodity Credit). If the Town's account is Customer-billed, then Company will issue a check to Town for its full Recycling Commodity Credit each month (in arrears).

7. Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to Town accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

8. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide Town with at least thirty (30) days' prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- [Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons]
- [Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)]

9. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide Town with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans

- **Medical Waste/Sharps**
- **Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.**

AMENDMENT TO MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This First Amendment (the “Amendment”) to the Contract for is entered into as of the 1st day of January 2022 (the “Effective Date”), by and between **Allied Waste Systems, Inc. dba Republic Services of Lewisville (“Company”)**, and **Town of Lakewood Village (the “Town”)** (collectively referred to herein as the "Parties" and individually as a “Party”).

WHEREAS, the Parties entered into the Municipal Material Management Agreement (hereinafter “Agreement”) for certain waste removal services dated January 1, 2020.

AND WHEREAS, the Parties desire to amend certain terms of the Agreement which shall take effect from January 1, 2022.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants herein contained and other consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Parties agree as follows:

1. Except as specifically provided in this Amendment, each provision of the Agreement and previously executed amendments, if any, between the Parties remain, in full force and effect.
2. **Exhibit A-1 Solid Waste Pricing, Page 11 of the Agreement**: This Exhibit is hereby revised to read as follows:

EXHIBIT A-1

SOLID WASTE PRICING

EFFECTIVE JANUARY 1, 2022

RESIDENTIAL		\$ 22.04
Solid Waste: 2 Carts one time per week - Recycle: 1 Cart every other week - Brush & Bulk Quarterly (February, May, August, November)	Blue Cart Green Cart	
Extra Trash Cart		\$7.54
Landfill Use Charge for Residents		\$8.49
Bio Solid Waste Removal Service		\$672.95
Clean Up - Four 30yd containers 2 x per year. Haul Rate after eight free hauls -		\$393.42
INDUSTRIAL		
Rate = Haul + Disposal		\$336.48/haul + \$36.24/ton disposal
Rental / Daily		\$6.47
Delivery Charge		\$138.21
Residential Rate Adjustment Pricing:		
Year 1 2020	\$20.50	
Year 2 2021	\$20.50	
Year 3 2022	\$22.04	
Year 4 2023	\$22.04	
Year 5 2024	\$23.69	
* 6 ton limit on haul rate. Any additional tons over 8 shall be charged at current landfill rates.		
* Residential Rates shall be fixed till years 3 and 5.		
* Sludge hauls within 72 hours discounted by 50 percent.		

COMMERCIAL FRONT-LOAD RATES								
PICKUPS PER WEEK								
SIZE	TYPE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA PU
2	YD	\$81.95	\$141.47	\$178.48	\$203.34	N/A	N/A	\$55.26
3	YD	\$90.99	\$161.65	\$195.23	\$260.32	N/A	N/A	\$55.26
4	YD	\$113.75	\$202.08	\$281.00	\$347.09	N/A	N/A	\$55.26
6	YD	\$136.48	\$242.50	\$337.21	\$417.71	N/A	N/A	\$55.26
8	YD	\$158.05	\$305.52	\$458.29	\$611.05	N/A	N/A	\$55.26
CASTERS		\$28.00	Set of 4/month	ERF/FRF/Admin - Not Applicable				
GATES		\$2.50	PER LIFT	DELIVERY Front Load - \$82.89				
LOCK BAR		\$8.25	MONTHLY	EXTRA YARDS - \$35.00 per cubic yard				
				DRY RUN - \$0.00				

IN WITNESS WHEREOF, the Parties hereto have signed these presents for the purposes herein contained the day and year stated below:

Town of Lakewood Village

**Allied Waste Systems, Inc. dba Republic Services of
Lewisville**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

TOWN OF LAKEWOOD VILLAGE

ORDINANCE NO. 22-XX

AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS FIXING AND LEVYING TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 AT A RATE OF \$0.45 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN AS OF JANUARY 1, 2022; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT OPERATIONS AND MAINTENANCE EXPENSES; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; ADOPTING AN EXEMPTION FROM THE TAX HEREIN LEVIED FOR PERSONS 65 YEARS OF AGE OR OLDER IN THE AMOUNT OF \$25,000.00 OF THE APPRAISED VALUE OF THEIR RESIDENCE HOMESTEAD; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE AND SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town of Lakewood Village, Texas (the “Town”) hereby finds that the tax for the fiscal year beginning on October 1, 2022 and ending September 30, 2023 hereinafter levied for current expenses of the Town and the general improvements of the Town and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and

WHEREAS, the Town Council has approved, by a separate ordinance, adopted on the 11th of August, 2022 the budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023; and

WHEREAS, all statutory and constitutional requirements concerning the levying and assessments of ad valorem taxes have been approved and completed in due and correct time.

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

Section 1. That there be and is hereby levied and ordered to be assessed and collected for the fiscal year beginning October 1, 2022 and ending September 30, 2023, on all taxable property, real, personal, and mixed, situated within the corporate limits of the Town of Lakewood Village, Texas, and not exempted by the Constitution of the State, valid State laws or this ordinance, a total tax of \$0.45 on each One Hundred Dollars (\$100.00) assessed value of taxable property, which shall be apportioned and distributed as follows : For the purpose of the payment of defraying the maintenance and operation expenses of the Town, a tax of \$0.25 on each One Hundred Dollars (\$100.00) assessed value of all taxable property, and for the purpose of the payment of defraying debt servicing expenses of the Town, a tax of \$0.20 on each One Hundred Dollars (\$100.00) assessed value of all taxable property.

Section 2. That all ad valorem taxes shall become due and payable on October 1, 2022, and all ad valorem taxes shall be delinquent after January 31, 2023. There shall be no discount for

payment of taxes on or prior to January 31, 2023. A delinquent tax shall incur all penalty and interest authorized by law.

Section 3. Taxes shall be payable in Denton County, Texas at the office of the Denton County Tax Collector. The Town shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

Section 4. All delinquent taxes shall bear interest as provided by Law, in addition to penalties.

Section 5. There is hereby adopted and established an exemption from the tax levied by this ordinance for persons who are 65 years of age or older in the amount of \$25,000.00 of the appraised value of their residence homestead.

Section 6. That any and all ordinances, resolutions, rules, regulations, policies or provisions in conflict with the provisions of this ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

Section 7. If any section, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof by any person or circumstances, is held invalid by any Court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions and shall remain in full force and effect.

Section 8. The fact that it is necessary that this ordinance be enacted in order to authorize the collection of ad valorem taxes for the fiscal year beginning October 1, 2022, and ending September 30, 2023, this ordinance shall take effect from and after its passage as the law in such cases provides.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this 8th day of September 2022.

Dr. Mark E. Vargus
Mayor

ATTESTED:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



TOWN OF LAKEWOOD VILLAGE

ORDINANCE NO. 22-19

AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022 AND TERMINATING ON SEPTEMBER 30, 2023 AND MAKING APPROPRIATIONS FOR EACH DEPARTMENT PROJECT AND ACCOUNT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town of Lakewood Village, Texas (the “Town”) has caused to be filed with the Town Secretary a budget to cover all proposed expenditures of the government of the Town for the fiscal year beginning October 1, 2022 and terminating September 30, 2023, and

WHEREAS, the said budget shows as definitely as possible each of the various projects for which appropriations are set in the budget, and the estimated amount of money carried in the budget for each of such projects, and

WHEREAS, said budget has been filed with the Town Secretary and available for inspection by any taxpayer, and

WHEREAS, public notice of a public hearing on the proposed annual budget, stating the date, time, place, and subject matter of said hearing, was given as required by laws of the State of Texas, and

WHEREAS, such public hearing was held on July 14, 2022, July 28, 2022, and August 11, 2022 prior to the approval and ratification by the Town Council, and all those wishing to speak on the budget were heard, and

WHEREAS, the Town Council has studied said budget and listened to the comments of the taxpayers at the public hearing held therefore and has determined that the budget attached hereto is in the best interest of the Town of Lakewood Village.

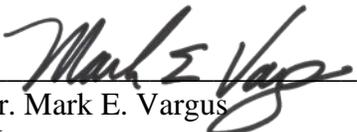
NOW, THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS:

1. That the budget attached hereto as Exhibit “A” and incorporated herein for all purposes is adopted for the fiscal year beginning October 1, 2022 and ending September 30, 2023; and such purposes, respectively such sums of money for such projects, operations, activities, purchases and other expenditures as proposed in the attached budget.
2. That no expenditures of the funds of the Town shall hereafter be made except in compliance with such budget, except in case of grave necessity, emergency expenditures to meet unusual or unforeseen conditions, which could not, by reasonable, diligent thought and

attention, have included in the original budget, may from time to time be authorized by the Town Council as amendments to the original budget.

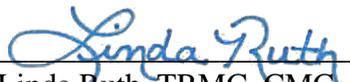
3. That the Mayor shall file or cause to be filed a true and correct copy of said budget, along with this ordinance with the Town Secretary.
4. The necessity of adopting and approving a proposed budget for the next fiscal year as required by the laws of the State of Texas, require that this ordinance shall take effect immediately from and after its passage, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this 11th day of August 2021.



Dr. Mark E. Vargus
Mayor

ATTESTED:



Linda Ruth, TRMC, EMC
Town Administrator/Town Secretary





**TOWN OF LAKEWOOD VILLAGE, TEXAS
FISCAL YEAR 2022-2023
ANNUAL BUDGET**

This budget will raise more total property taxes than last year's budget by \$119,540 or 20.4 percent¹. Of the total, the maintenance and operation (M&O) increase is \$66,411 or 20.4 percent. The debt servicing (I&S) increase is \$53,129 or 20.4 percent. Of these amounts 26% or \$31,407 (M&O of \$ 17,448 and I&S of \$13,958) is tax revenue to be raised from new property added to the tax roll this year.

Debt obligations were increased by a net of \$4,990,000 in the prior year and now total \$9,752,000. The 2014 Certificate of Obligation (CO) debt was reduced by \$173,000 to \$362,000. The 2020 Certificate of Obligation (CO) debt was reduced by \$75,000. Scheduled Principal and Interest payments in 2023 will be \$611,846. Of this amount, debt servicing revenue will pay \$313,896 and other funds of \$297,950 will be used to pay the remainder.

¹ These numbers are based on certified *estimates* from Denton Central Appraisal District. Denton Central Appraisal District failed to certify the appraised totals as state law requires.

RECORD OF VOTE ON PROPOSAL TO CONSIDER ADOPTION OF BUDGET

POSITION	NAME	FOR	AGAINST	PRESENT and not voting	ABSENT
Mayor	Dr. Mark E. Vargus			X	
Mayor Pro-Tem	Darrell West		X		
Council Member #1	Eric Farage		X		
Council Member #3	Matt Bissonnette		X		
Council Member #4	Serena Lepley		X		
Council Member #5	Clint Bushong		X		

PROPERTY TAX RATE COMPARISON (Rates expressed per \$100 of value)

TAX RATE	TAX YEAR 2022	TAX YEAR 2023
Property Tax Rate	\$0.4500	\$0.4500
No New Revenue (NNR) Rate	\$0.3872	\$0.3912
Voter Approval Rate (VAR)	\$0.4337	\$0.4360
De Minimus Tax Rate	\$0.7993	\$0.7362
Unused Increment Rate – 2022	\$0.0107	\$0.0107
Debt Rate	\$0.3179	\$0.3897
Debt Rate Adopted	\$0.2000	\$0.2000

DEBT RATE BREAKDOWN	PRINCIPAL	INTEREST
2014 Certificates of Obligation	\$0.1134	\$0.0034
2020 Certificates of Obligation	\$0.0478	\$0.0983
2022 Certificates of Obligation	\$0.0159	\$0.1109

2022-2023 Budget

<i>General Fund</i>					
REVENUES	2023 Budget	2022 Budget	2022 YTD 7/14	2021 Budget	2021 Actual
Property Taxes	\$393,000	\$312,500	\$321,152	\$275,000	\$277,899
Franchise Fees	\$40,000	\$38,000	\$37,627	\$37,000	\$39,498
Sales Taxes	\$100,000	\$80,000	\$77,856	\$40,000	\$63,028
Fines & Forfeitures	\$3,000	\$3,000	\$2,154	\$3,000	\$4,711
Licenses & Permits	\$50,000	\$59,700	\$82,036	\$39,000	\$92,728
Fees & Service Charges	\$2,000	\$2,000	\$2,075	\$2,000	\$3,310
Miscellaneous	\$3,000	\$40,000	\$39,916	\$3,000	\$990
CRF Grant	\$0	\$0	\$0	\$20,270	\$20,270
TOTAL	\$591,000	\$535,200	\$562,816	\$419,270	\$502,434
EXPENDITURES	2023 Budget	2022 Budget	2022 YTD 7/14	2021 Budget	2021 Actual
General Government	\$185,000	\$207,850	\$147,274	\$167,000	\$186,027
Public Safety	\$50,000	\$46,000	\$41,920	\$30,000	\$31,500
Public Works	\$23,000	\$38,000	\$23,319	\$24,000	\$39,976
TOTAL	\$258,000	\$291,850	\$212,513	\$221,000	\$257,503
OPERATING SURPLUS	\$333,000	\$243,350	\$350,303	\$198,270	\$244,931
NON OPERATING	2023 Budget	2022 Budget	2022 YTD 7/14	2021 Budget	2021 Actual
Interest Revenue	\$20,000	\$2,500	\$2,355	\$6,000	\$5,136
Capital Outlay Expenditure	\$0		\$31,093	(\$375,000)	
Asset Sale					
Developer Agreement					
Reimbursements			\$8,925		
SURPLUS / DEFICIT	\$20,000	\$2,500	(\$19,813)	(\$369,000)	\$5,136
TRANSFERS	2023 Budget	2022 Budget	2022 YTD 7/14	2021 Budget	2021 Actual
In: Admin Fee	\$60,000	\$60,000	\$60,000	\$54,400	\$56,400
Out: Debt Servicing from M&O	(\$93,300)	(\$156,050)	(\$135,000)	(\$176,858)	(\$172,200)
TOTAL TRANSFERS	(\$33,300)	(\$96,050)	(\$75,000)	(\$122,458)	(\$115,800)
NET CASH FLOW	\$319,700	\$149,800	\$255,490	(\$293,188)	\$134,267
DEBT SERVICING FUND	2023 Budget	2022 Budget	2022 YTD 7/14	2021 Budget	2021 Actual
I&S Property Taxes	\$314,000	\$250,000	\$256,893	\$220,000	\$222,604
General Fund Transfer	\$93,300	\$156,050	\$135,000	\$176,858	\$172,200
MDD Interest Payment	\$5,433	\$8,925	\$8,925	\$12,318	\$12,318
CO 2014 Debt Service (Interest)	(\$5,433)	(\$8,925)	(\$5,323)	(\$12,318)	(\$12,318)
CO 2014 Debt Service (Principle)	(\$178,000)	(\$173,000)	(\$173,000)	(\$168,000)	(\$168,000)
CO 2020 Debt Service (Interest)	(\$154,300)	(\$158,050)	(\$79,963)	(\$213,858)	(\$213,858)
CO 2020 Debt Service (Principle)	(\$75,000)	(\$75,000)	(\$75,000)	(\$15,000)	(\$15,000)
TOTAL	\$0	\$0	\$67,532 <i>(\$81,689)</i>	\$0	(\$2,054)

2022-2023 Budget

Utility Fund

REVENUES	2023 Budget	2022 Budget	2022 YTD 7/14	2021 Budget	2021 Actual
Water	\$230,000	\$210,000	\$175,086	\$185,000	\$184,691
Sewer	\$145,000	\$135,000	\$105,110	\$116,000	\$127,509
Sanitation	\$75,000	\$67,500	\$55,841	\$67,000	\$66,041
Fees and Services	\$19,760	\$19,760	\$15,673	\$16,960	\$29,259
Other Income	\$0	\$121,000	\$2,583	\$1,040	\$123,871
TOTAL	\$469,760	\$553,260	\$354,293	\$386,000	\$531,371
EXPENDITURES	2023 Budget	2022 Budget	2022 YTD 7/14	2021 Budget	2021 Actual
Contract Services	\$48,000	\$75,000	\$67,338	\$40,800	\$65,688
Administrative	\$115,000	\$74,700	\$78,995	\$69,200	\$78,767
Repairs and Maintenance	\$35,000	\$77,580	\$88,530	\$31,000	\$65,296
Miscellaneous	\$2,000	\$2,000	\$2,458	\$2,000	\$3,006
Garbage Collections	\$63,000	\$55,000	\$45,510	\$55,000	\$60,716
TOTAL	\$263,000	\$284,280	\$282,831	\$198,000	\$273,473
OPERATING SURPLUS	\$206,760	\$268,980	\$71,462	\$188,000	\$257,898
NON OPERATING	2023 Budget	2022 Budget	2022 YTD 7/14	2021 Budget	2021 YTD 6/30
Interest Revenue	\$5,000	\$2,000	\$2,416	\$2,000	\$2,368
Capital Outlay Expenditure	\$0	\$53,000	\$114,239	\$97,000	\$120,812
SURPLUS / DEFICIT	\$5,000	(\$51,000)	(\$111,823)	(\$95,000)	(\$118,444)
TRANSFERS					
Out: Admin Fee	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)
TOTAL TRANSFERS	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)
Debt Servicing (Principle)	(\$25,000)				
Debt Servicing (Interest)	(\$174,113)				
DEBT SERVICE	(\$199,113)				
NET CASH FLOW	(\$37,353)	\$167,980	(\$90,361)	\$43,000	\$89,454