



**LAKEWOOD VILLAGE TOWN HALL
100 HIGHRIDGE DRIVE
LAKEWOOD VILLAGE, TEXAS
TOWN COUNCIL MEETING
APRIL 14, 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 to receive a report, hold a discussion, conduct public hearing on an Ordinance annexing property, as requested by the owner, presently located within the extraterritorial jurisdiction of Lakewood Village, Texas; providing for amending of the Official Town Map; providing for municipal services; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the Lakewood Village, Texas; and providing for other matters related thereto for the following property of 4.553-acre tract of land described in the deed to IMV Group, LLC, as recorded in Denton County Clerk’s File Number 169478.

D. PUBLIC HEARING –A public hearing is scheduled to receive a report, hold a discussion, conduct public hearing on an Ordinance annexing property, as requested by the owner, presently located within the extraterritorial jurisdiction of Lakewood Village, Texas; providing for amending of the Official Town Map; providing for municipal services; requiring the filing of the Ordinance with the county clerk; prescribing for effect on territory/area, granting as appropriate to all the inhabitants of the property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of the Lakewood Village, Texas; and providing for other matters related thereto for the following property of lots 53 and 54 of Rocky Shore, an addition to the county of Denton County, Texas, according to the amended plat thereof recorded in volume 2, page 172, plat records, Denton County, Texas.

E. PUBLIC HEARING: A public hearing is scheduled to receive a report, hold a discussion, conduct public hearing to consider testimony regarding the dissolution of the existing Lakewood Village Public Improvement District No. 1 and act upon a resolution dissolving the existing Lakewood Village Public Improvement District No. 1.

F. PUBLIC HEARING: A public hearing is scheduled to receive a report, hold a discussion, conduct public hearing to consider testimony regarding the creation of the new Lakewood Village Public Improvement District No. 1 and act upon a resolution creating the Lakewood Village Public Improvement District No. 1.

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- G. PUBLIC HEARING:** A public hearing is scheduled to receive a report, hold a discussion, conduct public hearing to consider testimony regarding the dissolution of the existing Lakewood Village Operation and Maintenance Public Improvement District No. 1 and act upon a resolution dissolving the existing Lakewood Village Operation and Maintenance Public Improvement District No. 1.
- H. PUBLIC HEARING:** A public hearing is scheduled to receive a report, hold a discussion, conduct public hearing to consider testimony regarding the creation of the new Lakewood Village Operation and Maintenance Public Improvement District No. 1 and act upon a resolution creating the Lakewood Village Operation and Maintenance Public Improvement District No. 1.
- I. CONSENT AGENDA:** All the items on the Consent Agenda are considered to be self-explanatory and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests an item be removed from the Consent Agenda.
1. Minutes of March 10, 2022 Council Meeting (Ruth)
 2. Resolution Approving the Dissolution of the existing Lakewood Village Public Improvement District No 1 (Ruth)
 3. Resolution Approving the Creation of the new Lakewood Village Public Improvement District No 1 (Ruth)
 4. Resolution Approving the Dissolution of the existing Lakewood Village Maintenance and Operation Public Improvement District No 1 (Ruth)
 5. Resolution Approving the Creation of the new Maintenance and Operation Lakewood Village Public Improvement District No 1 (Ruth)
 6. Ordinance annexing an approximately 4.553-acre tract of land described in the deed to IMV Group, LLC, as recorded in Denton County Clerk's File Number 169478 (Ruth)
 7. Ordinance annexing lots 53 and 54 of Rocky Shore, an addition to the county of Denton County, Texas, according to the amended plat thereof recorded in volume 2, page 172, plat records, Denton County, Texas (Ruth)
- J. REGULAR AGENDA:**
1. Consideration of Enprotec Hibbs & Todd Engineering Task Order for Ground Storage (Vargus)
 2. Consideration of Enprotec Hibbs & Todd Engineering Task Order for Lower Trinity Aquifer Well (Vargus)
 3. Discussion with Enprotec Hibbs & Todd regarding Remote-Read Water Meters (Vargus)
 4. Consideration of Ordinance Amending of the 2021-2022 Budget (Vargus)
 5. Discussion of Investment Report (Vargus)
- K. 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

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

J. REGULAR AGENDA: (continued)

6. Consideration of Engagement of JBI Engineering (Vargus)
7. Consideration of Ratification of Engagement of KJE Engineering (Vargus)
8. Consideration of Fire Code (Vargus)
9. Consideration of Appointment of Fire Marshall (Ruth)
10. Consideration of Resolution Accepting Petition for Annexation (Ruth)
11. Consideration of Consolidated Fee Ordinance (Ruth)
12. Consideration of Extended Water Emergency Ordinance (Vargus)

K. **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:

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

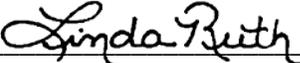
L. **RECONVENE:** Reconvene into regular session and consideration of action, if any, on items discussed in executive session.

J. REGULAR AGENDA: (continued)

13. Consideration of Northshore Development Agreement (Vargus)

K. ADJOURNMENT

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 4:30 p.m. on Monday, April 11, 2022.



Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



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

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

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

LAKEWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

MARCH 10, 2022

Council Members:

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

Town Staff:

Linda Ruth, TRMC, CMC – Town Administrator/Town Secretary
Andy Messer, Town Attorney

REGULAR SESSION - 7:00 P.M.

With a quorum of the Council Members present, Mayor Vargus called the Regular Meeting of the Town Council to order at 7:00 p.m. on Thursday, March 10, 2022 in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

PLEDGE TO THE FLAG:

(Agenda Item A)

Mayor Vargus led the Pledge of Allegiance.

VISITOR/CITIZENS FORUM:

(Agenda Item B)

No one requested to speak

PUBLIC HEARING:

(Agenda Item C)

A public hearing was held to provide an opportunity for citizen comment on the proposed animal control ordinance.

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Mayor Pro-Tem West, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:04 pm. *The motion carried.*

CONSENT AGENDA:

(Agenda Item D)

1. Minutes of February 10, 2022 Council Meeting (Ruth)
2. Ratification of engineering contract with Enprotec Hibbs/Todd (Ruth)
3. Ratification of appraisal contract with Peyco Southwest Realty Inc. (Ruth)
4. Receipt and Acceptance of Certificate of Unopposed Candidates (Ruth)
5. Ordinance Cancelling General Election and Declaring Winners (Ruth)
6. Ordinance Adopting a new official map of the Town of Lakewood Village Municipal Limits and Extraterritorial Jurisdiction (Ruth)
7. Contract with P3Works for administration of the Operations and Maintenance Public Improvement District (Ruth)
8. Contract with P3Works for administration of the Capital Public Improvement District (Ruth)
9. Resolution accepting a petition seeking the dissolution of the existing Lakewood Village Public Improvement District No. 1, and calling for a public hearing for the Town Council's April 14, 2022 meeting (Ruth)
10. Resolution accepting a petition seeking the creation of the Lakewood Village Public Improvement District No. 1 within the extraterritorial jurisdiction of the Town and calling for a public hearing for the Town Council's April 14, 2022 meeting (Ruth)
11. Resolution of the Town of Lakewood Village, Texas, accepting a petition seeking the dissolution of the existing Lakewood Village Operation and Maintenance Public Improvement District No. 1, and calling for a public hearing for the Town Council's April 14, 2022 meeting (Ruth)
12. Resolution of the Town of Lakewood Village, Texas, accepting a petition seeking the creation of the Lakewood Village Operation and Maintenance Public Improvement District No. 1 within the extraterritorial jurisdiction of the Town and calling for a public hearing for the Town Council's April 14, 2022 meeting. (Ruth)

Mayor Vargus reported the contract with Kimley Horn was over one-million dollars, the Enprotec contract is "not-to-exceed" of approximately \$600,000. Mayor Vargus expects the cost to be reduced further via change order.

Eric Hancock, 2340 W. Sherman Drive, Aubrey, TX, requested council withdraw the ratification of the engineering contract and consider it individually.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Bissonnette, council voted five (5) "ayes", no (0) "nays" to approve consent agenda items as presented. *The motion carried.*

REGULAR AGENDA:

(Agenda Item E.

**Discussion and consideration of all matters
incident and related to the issuance and sale
of the Town of Lakewood Village, Texas
Combination Tax and Limited Pledge
Revenue Certificates of Obligation, Series
2022, including the adoption of an ordinance
authorizing the issuance of such certificates
(Vargus)**

(Agenda Item E.1)

Mr. Andrew Friedman with SAMCO, distributed the bid results from the \$5,000,000 25-year bond sale. Mr. Friedman reported the reason only two bids were received was due to a rise in interest rates as a result of the conflict between Russia and Ukraine. Interest rates are still historically low but are on the move due to volatility. The lack of bidders is not a reflection on the credit of the town or the viability of the project.

Mayor Vargus reported the town had to go out as “non-bank qualified”. Mr. Friedman reported “bank qualified” allows the town access to better interest rates. The town must not issue more than \$10,000,000 in debt that year. Due to the anticipated Public Improvement District bonds the certificates of obligation could not be sold as “bank qualified”. The Public Improvement District will be responsible for reimbursing the town for the difference between the non-bank qualified and bank qualified rate. The town will receive a total of \$5,000,000 from this bond sale. Mr. Friedman reported the town has a highly desirable AA- credit rating. The bonds can be paid off after 10 years. Mayor Vargus reviewed the payment schedule.

Mr. Friedman reviewed the difference between general obligation bonds and the Public Improvement District bonds. The Public Improvement District bonds will be paid by the PID and are not a debt obligation the town will have to pay. The only burden on the town would be the foreclosure process in the event the Public Improvement District defaults but would be handled by the PID administrator.

Eric Hancock, 2340 W. Sherman Drive, Aubrey, TX, requested council not approve the ordinance.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to approve the ordinance authorizing Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2022 as presented. *The motion carried.*

**Consideration of Animal Control Ordinance
(Lepley)**

(Agenda Item E.2)

Councilwoman Lepley reviewed the proposed ordinance and stated she has incorporated all the items requested by council. Town Secretary Ruth reviewed the addition of the regulations related to the restraint of dogs due to a recent change in state law. Town Attorney Messer stated regulation of backyard chickens is very community specific.

Ed Reed, 620 Melody Lane, reported he is experiencing an abundance of undesirable wildlife on his property. Mr. Reed reported he caught nine skunks and four opossums in the last 15 months at a cost of \$2,131.58. Mr. Reed asked the town to share the cost of the wildlife removal.

MOTION: Upon a motion made by Councilman Bissonnette and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to approve the animal control ordinance. *The motion carried.*

**Discussion of Extended Water Emergency
Ordinance (Vargus)**

(Agenda Item E.3)

Mayor Vargus reviewed a breakdown of the water consumption during 2021 by street. Mayor Vargus reported an even/odd restriction will not work and proposed clustering assigned days of the week by street. There was some discussion about the anticipated usage using clusters versus daily production and the need for time limits. In winter the town used approximately 48,000 gallons per day which takes approximately seven hours of pumping to refill. Mayor Vargus reviewed the proposed ordinance and the proposed penalties. Town Attorney Messer reported that other cities took similar measures during the drought which occurred approximately five years ago. Mayor Vargus will include information about the restrictions in the March and April Mayor’s letters and the restrictions will begin May 1st. The ordinance will remain in effect until the Mayor determines the water emergency is resolved. Mayor Vargus reviewed the increasing water rates based on consumption. Fire Chief Rust reported fire hydrants should be able to produce 1,500 gallons per minute. A fire would require the use of several hydrants for a long period of time. Chief Rust reported the fire department has the ability to shuttle water using drop tanks if necessary but it causes delays and makes firefighting much more difficult.

Mayor Vargus reported he wants to discuss these items E.4. and E.5. with the Town Attorney. The Town council will adjourn into executive session and take action on those items after the executive session.

EXECUTIVE SESSION:

(Agenda Item F)

At 7:52 p.m. Mayor Vargus recessed into executive session in accordance with

1. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards; and

RECONVENE:

(Agenda Item G)

Mayor Vargus reconvened the regular session at 8:21 p.m. Council resumed consideration of the regular agenda.

**Consideration of Resolution Accepting
Annexation Petition for 4.553 acres (Ruth)**

(Agenda Item E.4)

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilwoman Lepley, council voted five (5) “ayes”, no (0) “nays” to approve the resolution accepting the annexation petition for 4.553 acres and setting a public hearing. *The motion carried.*

**Consideration of Resolution Accepting
Annexation Petition for 0.1745 acres (Ruth)**

(Agenda Item E.5)

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilwoman Lepley, council voted five (5) “ayes”, no (0) “nays” to approve the resolution accepting the annexation petition for 0.1745 acres and setting a public hearing. *The motion carried.*

EXECUTIVE SESSION:

(Agenda Item F)

At 8:23 p.m. Mayor Vargus recessed into executive session in accordance with

2. § 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
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Taylor Morrison-South Oak, Project Lakewood Village Partners, Project Slade Rock, and Project Lightning Bolt.

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RECONVENE:

(Agenda Item G)

Mayor Vargus reconvened the regular session at 9:00 p.m. No action was taken.

ADJOURNMENT

(Agenda Item H)

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Mayor Pro-Tem West council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 9:00 p.m. on Thursday March 10, 2022. The motion carried.

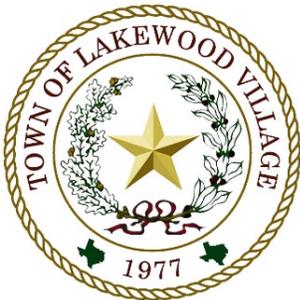
These minutes approved by the Lakewood Village Town Council on the 14th day of April 2022.

APPROVED:

Darrell West
MAYOR PRO-TEM

ATTEST:

Linda Ruth, TRMC, CMC
TOWN SECRETARY



**TOWN OF LAKEWOOD VILLAGE, TEXAS
RESOLUTION NO. 22-08**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, DISSOLVING THE LAKEWOOD VILLAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 AUTHORIZED BY TOWN COUNCIL RESOLUTION NO. 21-11 DUE TO THE REQUEST FOR THE CREATION OF A NEW THE LAKEWOOD VILLAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 AND RESOLVING OTHER MATTERS INCIDENT THERETO.

WHEREAS, Chapter 372 of the Texas Local Government Code (the “*Act*”) authorizes the creation of public improvement districts; and

WHEREAS, on August 12, 2021, by Resolution No. 21-11 the Town Council (the “*Town Council*”) of the Town of Lakewood Village, Texas (the “*Town*”) after public hearing, authorized the creation of The Lakewood Village Public Improvement District No. 1 (the “*Original District*”); and

WHEREAS, on March 7, 2022, the owners of real property within the Original District submitted and filed with the Town Secretary of the Town a petition (the “*Dissolution Petition*”), requesting that the Town Council dissolve the Original District subject to the creation of a new public improvement district for the development known as The Sanctuary (the “*New District*”); and

WHEREAS, on March 7, 2022, by separate petition, the owners of real property submitted and filed with the Town Secretary of the Town a petition (the “*Creation Petition*”) requesting that the Town Council create the New District to include the property contained within the Original District as well as approximately 6.334 acres that was not included in the Original District, all as described by metes and bounds and depicted in the exhibits to the Creation Petition; and

WHEREAS, as of the date of this Resolution, no assessments have been levied on property within the Original District; and

WHEREAS, the Dissolution Petition was signed by: (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, as determined by the current roll of the Denton Central Appraisal District, and (ii) the record owners of real property who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment within the District; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment; and

WHEREAS, the Act requires that prior to the adoption of a resolution dissolving the Original District, the Town Council must hold a public hearing on the advisability of dissolving the Original District in the same manner as a public hearing under Section 372.009 of the Act; and

WHEREAS, after providing due notice as required by applicable law, including the Act, the Town Council held a public hearing on April 14, 2022, on the Dissolution Petition and the dissolution of the Original District; and

WHEREAS, after hearing all public comments and testimony relating to the Dissolution Petition, the Town Council closed the public hearing; and

WHEREAS, the Town Council now wishes to dissolve the Original District.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Dissolution Petition submitted to the Town was filed with the Town Secretary and Town staff determined that same complied with the requirements of the Act.

Section 3. The Town Council has considered the Dissolution Petition and the evidence and testimony presented at the public hearing on April 14, 2022.

Section 4. Pursuant to the Act, including, without limitation, Section 372.011 and 372.009, the Town Council hereby finds and declares that The Lakewood Village Public Improvement District No. 1 created by Resolution 21-11 is dissolved for all purposes.

Section 5. The Town Council hereby authorizes and directs the Town Secretary, on or before April 21, 2022, in accordance with the Act, to file a copy of this Resolution dissolving the Original District with the county clerk of each county in which all or part of the Original District is located.

Section 6. Effective upon the date of the passage of this Resolution, the Original District shall be dissolved.

Section 7. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED THIS THE 14TH DAY OF APRIL, 2022.

**TOWN OF LAKEWOOD VILLAGE,
TEXAS**

Dr. Mark E. Vargus
Mayor

ATTESTED:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



STATE OF TEXAS

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COUNTY OF DENTON

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This instrument was acknowledged before me on _____, 2022, by Dr. Mark Vargus, Mayor of the Town of Lakewood Village, Texas on behalf of said Town.

Notary Public, State of Texas

(SEAL)

TOWN OF LAKEWOOD VILLAGE, TEXAS

RESOLUTION NO. 22-09

A RESOLUTION OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS AUTHORIZING AND CREATING THE LAKEWOOD VILLAGE PUBLIC IMPROVEMENT DISTRICT NO. 1 IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lakewood Village, Texas (the “Town” or “Lakewood Village”), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the “Act”), to create a public improvement district within its Town limits or its extraterritorial jurisdiction (“ETJ”); and

WHEREAS, on March 7, 2022, the owners of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the “Petitioner”), submitted and filed with the Town Secretary of the Town (the “Town Secretary”) a petition (“Petition”) requesting the establishment of a public improvement district for property within the ETJ of the Town; and

WHEREAS, the Petition requested the creation of The Lakewood Village Public Improvement District No. 1 (the “District”), which District is located within the ETJ of the Town and more particularly described by metes and bounds in **Exhibit A** and depicted in **Exhibit B** (the “Property”) each attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town Council of Lakewood Village (the “Town Council”) has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in the *Denton Record-Chronicle*, an official newspaper of general circulation in the Town and in the part of the ETJ in which the District is located and mailing notice of the hearing, all as required by and in conformity with the Act, the Town Council, conducted a public hearing on the advisability of the improvements and services on April 14, 2022; and

WHEREAS, the Town Council closed the public hearing on the advisability of the improvements and services on April 14, 2022.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to the Town by the Petitioner was filed with the Town Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the Town Council, after considering the Petition and the evidence and testimony presented at the public hearing on April 14, 2022, hereby finds and declares:

- (a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Capital Improvements (as defined and described below). The Authorized Capital Improvements are feasible and desirable and will promote the interests of the Town and will confer a special benefit on the Property.

- (a) **General Nature of the Authorized Capital Improvements.** The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by §372.003(b) of the Act that are necessary for development of the Property, which public improvements will include, but not be limited to: (1) design, construction and other allowed costs related to street and roadway improvements, including related earthwork, sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements; (3) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to off-street parking facilities, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage and rights-of-way; (7) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (6) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (8) payment of expenses related to the establishment of the District; (9) payment of expenses related to the collection of the assessments, including annual installments thereof; and (10) payment of expenses related to financing items (1) through (9), which may include, but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the property within the District (collectively, the “Authorized Capital Improvements”). These Authorized Capital Improvements shall promote the interests of the Town and confer a special benefit upon the Property.

- (b) **Estimated Costs of the Authorized Capital Improvements and Apportionment of Costs.** The estimated total costs of the Authorized Capital Improvements is \$16,000,000, which costs shall be paid by assessment of the property owners within the proposed District. The Town will not be obligated to provide any funds to finance the Authorized Capital Improvements, other than from assessments levied on the Property. No municipal property in the District shall be assessed. The developer of the property (the “Developer”) may also pay certain costs of the Authorized Capital Improvements from other funds available to the Developer.

- (c) **Boundaries of the District.** The District is proposed to include approximately 70.16 acres of land currently located within the ETJ of the Town, generally located south of Cardinal Ridge Lane, east of Lake Lewisville, and west of Eldorado Parkway, as more particularly depicted in **Exhibit A** attached hereto, and as more properly described in the metes and bounds described in **Exhibit B** attached hereto.
- (d) **Proposed Method of Assessment.** The Town shall levy an assessment on each parcel of the Property within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments, including interest, may be paid in full or in part at any time, and certain assessments may be paid in annual installments, with interest. If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Capital Improvements financed by the assessments, and must continue for a period necessary to retire the indebtedness for those Authorized Capital Improvements (including interest).
- (e) **Management of the District.** The District shall be managed by the Town, with the assistance of a consultant, who shall, from time to time, advise the Town regarding certain operations of the District.
- (f) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Lakewood Village Public Improvement District No. 1 is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the Town Council as to the advisability of the Authorized Capital Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Capital Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Capital Improvements.

Section 5. The Town Council hereby authorizes and directs the Town Secretary, on or before April 21, 2022, in accordance with the Act, to file a copy of this Resolution authorizing the District with the county clerk of each county in which all or part of the public improvement district is located.

Section 6. Effective upon the date of the passage of this Resolution, the District shall be established.

Section 7. This Resolution is effectively immediately from and after the date of its passage in accordance with law.

[Execution page follows]

PASSED AND APPROVED THIS THE 14TH DAY OF APRIL, 2022.

Dr. Mark E. Vargus
Mayor

ATTESTED:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



STATE OF TEXAS

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COUNTY OF DENTON

This instrument was acknowledged before me on _____, 2022, by Dr. Mark Vargus, Mayor of the Town of Lakewood Village, Texas on behalf of said Town.

Notary Public, State of Texas

(SEAL)

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Legal Description

Being a tract of land situated in the Christopher C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being Lots 1-9 of Cardinal Ridge Estates, an Addition in Denton County, Texas, according to the map recorded in Cabinet P, Page 256, Map Records, Denton County, Texas, said being conveyed to The Sanctuary Texas LLC, a Texas limited liability company, by Special Warranty Deed recorded in Instrument No. 106441, Real Property Records, Denton County, Texas, and a tract of land conveyed to The Sanctuary Texas LLC, a Texas limited liability company, by Special Warranty Deed recorded in Instrument No. 106442, Real Property Records, Denton County, Texas, and together being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found at the Northeast corner of a tract of land conveyed to Kristen E. Byler and Craig Byler by Deed recorded in Document No. 2015-128423, Real Property Records, Denton County, Texas, said point being on the West right-of-way line of W. Eldorado Parkway (public right-of-way);

THENCE North 89 degrees 43 minutes 58 seconds West, along the North line of said Byler tract, a distance of 840.58 feet to a 5/8 inch iron rod found at the Northwest corner of said Byler tract (Doc. No. 2015-128423);

THENCE South 00 degrees 25 minutes 48 seconds East, along the West line of said Byler tract (Doc. No. 2015-128423), a distance of 33.54 feet to a point for corner from which a 5/8 inch iron rod found for witness with a bearing and distance of North 75 degrees 01 minutes 01 seconds West, 0.82 feet;

THENCE South 25 degrees 42 minutes 12 seconds West, continuing along said West line of Byler tract (Doc. No. 2015-128423), a distance of 263.78 feet to a 5/8 inch iron rod found at the West corner of a tract of land conveyed to Craig Byler and Rebecca J. Byler by Deed recorded in Volume 4997, Page 3818, Deed Records, Denton County, Texas;

THENCE South 64 degrees 14 minutes 49 seconds East, along the Southwest line of said Byler tract (Vol. 4997, Pg. 3818), a distance of 862.58 feet to a point for corner at the South corner of said Byler tract (Vol. 4997, Pg. 3818), said point being on the Northwest right-of-way line of said W. Eldorado Parkway;

THENCE South 26 degrees 06 minutes 08 seconds West, along said Northwest right-of-way line of W. Eldorado Parkway, a distance of 245.99 feet to a point for corner at the East corner of a tract of land conveyed to John W. Plagman and Cynthia J. Plagman by Deed recorded in Document No. 94-R0078360, Real Property Records, Denton County, Texas;

THENCE North 64 degrees 15 minutes 46 seconds West, along the Northeast line of said Plagman tract, a distance of 860.82 feet to a 5/8 inch iron rod found at the North corner of said Plagman tract;

THENCE South 25 degrees 45 minutes 30 seconds West, along the Northwest line of said Plagman tract, a distance of 737.20 feet to a point for corner at the common West corner of a tract of land conveyed to Eldorado West Property LLC, by Deed recorded in Instrument No. 107057, Real Property Records, Denton County, Texas, and the Northeast corner of a tract of land conveyed to Mitch Dudley Enterprises, Inc., by Deed recorded in Instrument No. 12560, Real Property Records, Denton County, Texas;

THENCE South 87 degrees 19 minutes 23 seconds West, along the North line of said Mitch Dudley Enterprises tract (Inst. No. 12560), passing at a distance of 4.88 feet, a 5/8 inch iron rod found at the common Northwest corner of said Mitch Dudley Enterprises (Inst. No. 12560) and the Northeast corner of a tract of land conveyed to Mitch Dudley Enterprises, Inc., by Deed recorded in Instrument No. 28970, Real Property Records, Denton County, Texas, and having a total distance of 260.64 feet to a 1/2 inch iron rod found at the common Northwest corner of said Mitch Dudley Enterprises tract (Inst. No. 28970), the Northeast corner of a tract of land conveyed to Rohwer Real Estate, LLC., by Deed recorded in Instrument No. 13467, Real Property Records, Denton County, Texas, and the Southeast corner of a tract of land conveyed to Michael Kohlsmidt and Kara Kohlschmidt by Deed recorded in Instrument No. 42768, Real Property Records, Denton County, Texas;

THENCE North 31 degrees 14 minutes 01 seconds West, along the Northeast line of said Kohlsmidt tract, a distance of 441.82 feet to a 1/2 inch iron rod found at the Northeast corner of a tract of land conveyed to Rohwer Management Trust by Deed recorded in Instrument No. 13466, Real Property Records, Denton County, Texas;

THENCE North 76 degrees 14 minutes 15 seconds West, along the North line of said Rohwer Management Trust tract, a distance of 1,496.73 feet to a 1/2 inch iron rod found at the Northwest corner of said Rohwer Management Trust tract, said point being on the East line of a tract of land conveyed to the City of Dallas by Deed recorded in Volume 192, Page 364, Deed Records, Denton County, Texas;

THENCE Northerly, traversing along said East line of City of Dallas tract as follows:

North 00 degrees 43 minutes 39 seconds West, a distance of 171.07 feet to a 5/8 inch iron rod found for corner;

North 00 degrees 45 minutes 26 seconds West, a distance of 593.96 feet to a 1/2 inch iron rod found at the Southwest corner of Lot 6X, Block B of South Oak - Phase 2, an Addition to Denton County, Texas, according to the map recorded in Document No. 2021-274, Map Records, Denton County, Texas;

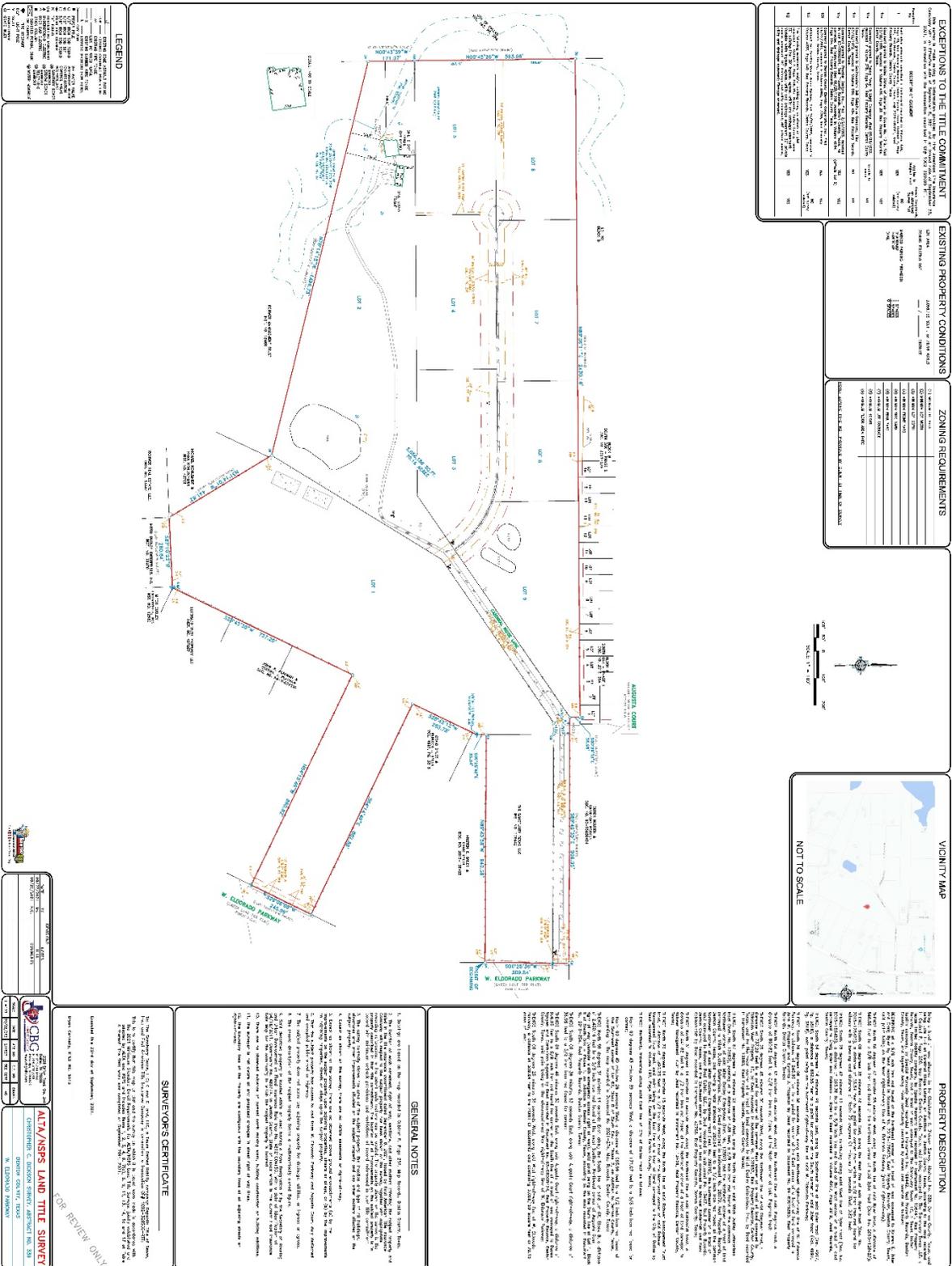
THENCE North 89 degrees 36 minutes 11 seconds East, along the South line of said Lot 6X, Block B, a distance of 2,430.16 feet to a 5/8 inch iron rod found at the most Southern Northwest corner of Augusta Court right-of-way (variable width emergency access right-of-way), said point being on the South line of Lot 1, Block B of South Oak - Phase 1, an Addition in Denton County, Texas, according to the map recorded in Document No. 2019-354, Real Property Records, Denton County, Texas;

THENCE South 00 degrees 39 minutes 13 seconds East, along said Augusta Court right-of-way, a distance of 36.98 feet to a 5/8 inch iron rod found for corner;

THENCE South 89 degrees 46 minutes 35 seconds East, along said Augusta Court right-of-way, a distance of 906.95 feet to a 5/8 inch iron rod found for corner on the South line of a tract of land conveyed to Duyen Nguyen and Canh-Van Nguyen by Deed recorded in Document No. 93-R0030424, Real Property Records, Denton County, Texas, said point being on the aforementioned West right-of-way line of W. Eldorado Parkway;

THENCE South 00 degrees 25 minutes 36 seconds West, along said West right-of-way line of W. Eldorado Parkway, a distance of 309.84 feet to the POINT OF BEGINNING and containing 3,056,159 square feet or 70.16 acres of land.

EXHIBIT B PROPERTY DEPICTION



**TOWN OF LAKEWOOD VILLAGE, TEXAS
RESOLUTION NO. 22-10**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, DISSOLVING THE LAKEWOOD VILLAGE OPERATION AND MAINTENANCE PUBLIC IMPROVEMENT DISTRICT NO. 1 AUTHORIZED BY TOWN COUNCIL RESOLUTION NO. 21-10 DUE TO THE REQUEST FOR THE CREATION OF A NEW THE LAKEWOOD VILLAGE OPERATION AND MAINTENANCE PUBLIC IMPROVEMENT DISTRICT NO. 1 AND RESOLVING OTHER MATTERS INCIDENT THERETO.

WHEREAS, Chapter 372 of the Texas Local Government Code (the “*Act*”) authorizes the creation of public improvement districts; and

WHEREAS, on August 12, 2021, by Resolution No. 21-10 the Town Council (the “*Town Council*”) of the Town of Lakewood Village, Texas (the “*Town*”) after public hearing, authorized the creation of The Lakewood Village Operation and Maintenance Public Improvement District No. 1 (the “*Original District*”); and

WHEREAS, on March 7, 2022, the owners of real property within the Original District submitted and filed with the Town Secretary of the Town a petition (the “*Dissolution Petition*”), requesting that the Town Council dissolve the Original District subject to the creation of a new public improvement district for the development known as The Sanctuary (the “*New District*”); and

WHEREAS, on March 7, 2022, by separate petition, the owners of real property submitted and filed with the Town Secretary of the Town a petition (the “*Creation Petition*”) requesting that the Town Council create the New District to include the property contained within the Original District as well as approximately 6.334 acres that was not included in the Original District, all as described by metes and bounds and depicted in the exhibits to the Creation Petition; and

WHEREAS, as of the date of this Resolution, no assessments have been levied on property within the Original District; and

WHEREAS, the Dissolution Petition was signed by: (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, as determined by the current roll of the Denton Central Appraisal District, and (ii) the record owners of real property who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment within the District; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment; and

WHEREAS, the Act requires that prior to the adoption of a resolution dissolving the Original District, the Town Council must hold a public hearing on the advisability of dissolving the Original District in the same manner as a public hearing under Section 372.009 of the Act; and

WHEREAS, after providing due notice as required by applicable law, including the Act, the Town Council held a public hearing on April 14, 2022, on the Dissolution Petition and the dissolution of the Original District; and

WHEREAS, after hearing all public comments and testimony relating to the Dissolution Petition, the Town Council closed the public hearing; and

WHEREAS, the Town Council now wishes to dissolve the Original District.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Dissolution Petition submitted to the Town was filed with the Town Secretary and Town staff determined that same complied with the requirements of the Act.

Section 3. The Town Council has considered the Dissolution Petition and the evidence and testimony presented at the public hearing on April 14, 2022.

Section 4. Pursuant to the Act, including, without limitation, Section 372.011 and 372.009, the Town Council hereby finds and declares that The Lakewood Village Operation and Maintenance Public Improvement District No. 1 created by Resolution 21-10 is dissolved for all purposes.

Section 5. The Town Council hereby authorizes and directs the Town Secretary, on or before April 21, 2022, in accordance with the Act, to file a copy of this Resolution dissolving the Original District with the county clerk of each county in which all or part of the Original District is located.

Section 6. Effective upon the date of the passage of this Resolution, the Original District shall be dissolved.

Section 7. This Resolution shall take effect immediately from and after its passage.

[Execution page follows]

PASSED AND APPROVED THIS THE 14TH DAY OF APRIL, 2022.

TOWN OF LAKEWOOD VILLAGE,
TEXAS

Dr. Mark E. Vargus
Mayor

ATTESTED:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



STATE OF TEXAS

§

COUNTY OF DENTON

§

§

This instrument was acknowledged before me on _____, 2022, by Dr. Mark Vargus, Mayor of the Town of Lakewood Village, Texas on behalf of said Town.

Notary Public, State of Texas

(SEAL)

TOWN OF LAKEWOOD VILLAGE, TEXAS

RESOLUTION NO. 22-11

A RESOLUTION OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS AUTHORIZING AND CREATING THE LAKEWOOD VILLAGE OPERATION AND MAINTENANCE PUBLIC IMPROVEMENT DISTRICT NO. 1 IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lakewood Village, Texas (the "Town" or "Lakewood Village"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "Act"), to create a public improvement district within its Town limits or its extraterritorial jurisdiction ("ETJ"); and

WHEREAS, on March 7, 2022, the owners of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the "Petitioner"), submitted and filed with the Town Secretary of the Town (the "Town Secretary") a petition ("Petition") requesting the establishment of a public improvement district for property within the ETJ of the Town; and

WHEREAS, the Petition requested the creation of The Lakewood Village Operation and Maintenance Public Improvement District No. 1 (the "District"), which District is located within the ETJ of the Town and more particularly described by metes and bounds in **Exhibit A** and depicted in **Exhibit B** (the "Property") each attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town Council of the Town (the "Town Council") has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in the *Denton Record-Chronicle*, an official newspaper of general circulation in the Town and in the part of the ETJ in which the District is located and mailing notice of the hearing, all as required by and in conformity with the Act, the Town Council, conducted a public hearing on the advisability of the special supplemental services on April 14, 2022; and

WHEREAS, the Town Council closed the public hearing on the advisability of the special supplemental services on April 14, 2022.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to the Town by the Petitioner was filed with the Town Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the Town Council, after considering the Petition and the evidence and testimony presented at the public hearing on April 14, 2022, hereby finds and declares:

- (a) **Advisability of the Proposed Authorized Services.** It is advisable to create the District to provide the Authorized Services (as defined and described below). The Authorized Services are feasible and desirable and will promote the interests of the Town and will confer a special benefit on the Property.
- (a) **General Nature of the Authorized Services.** The purpose of the District is to provide special supplemental services for improvement and promotion of the District authorized by §372.003(b) of the Act that are necessary for development of the Property, which special supplemental services will include, but not be limited to: (1) payment of annual service costs related to the operation of the District exclusively consisting of: (a) the actual annual costs of third-party services relating to public safety, including police, emergency medical services, and fire services for the District, (b) the actual annual costs of maintenance of street and roadway improvements financed by assessments levied on property within the District, including from the proceeds of revenue bonds secured by assessments levied on property within the District, and (c) the actual annual road replacement fund costs based on a third-party engineer's opinion of the actual street and roadway replacement costs of street and roadway improvements financed by assessments levied on property within the District, including from the proceeds of revenue bonds secured by assessments levied on property within the District; (2) payment of expenses related to the establishment of the District, and (3) payment of expenses related to the collection of the annual assessments (collectively, the “Authorized Services”). These Authorized Services shall promote the interests of the Town and confer a special benefit upon the Property.
- (b) **Estimated Costs of the Authorized Services and Apportionment of Costs.** The estimated total costs of the Authorized Services for the first year of the District’s operation will be a total of approximately \$200,000. The cost of the Authorized Services for subsequent years will be determined in the annual update to the service plan approved by the Town each year in accordance with Section 372.013 of the Act. The Town will not be obligated to provide any funds to finance the Authorized Services, other than from assessments levied on the Property. No municipal property in the District shall be assessed. The developer of the property (the “Developer”) may also pay certain costs of the Authorized Services from other funds available to the Developer.
- (c) **Boundaries of the District.** The District is proposed to include approximately 70.16 acres of land currently located within the ETJ of the Town, generally located south of Cardinal Ridge Lane, east of Lake Lewisville, and west of Eldorado Parkway, as more particularly depicted in **Exhibit A** attached hereto, and as more properly described in the metes and bounds described in **Exhibit B** attached hereto.

- (d) **Proposed Method of Assessment.** The Town shall levy an assessment on each parcel of the Property within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments, including interest, may be paid in full or in part at any time, and certain assessments may be paid in annual installments, with interest. If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Services financed by the assessments, and must continue for a period necessary to retire the indebtedness for those Authorized Services (including interest).
- (e) **Management of the District.** The District shall be managed by the Town, with the assistance of a consultant, who shall, from time to time, advise the Town regarding certain operations of the District.
- (f) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Lakewood Village Operation and Maintenance Public Improvement District No. 1 is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the Town Council as to the advisability of the Authorized Services contained in this Resolution, the nature and the estimated costs of the Authorized Services, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Services.

Section 5. The Town Council hereby authorizes and directs the Town Secretary, on or before April 21, 2022, in accordance with the Act, to file a copy of this Resolution authorizing the District with the county clerk of each county in which all or part of the public improvement district is located.

Section 6. Effective upon the date of the passage of this Resolution, the District shall be established.

Section 7. This Resolution is effectively immediately from and after the date of its passage in accordance with law.

[Execution page follows]

PASSED AND APPROVED THIS THE 14TH DAY OF APRIL, 2022.

Dr. Mark E. Vargus
Mayor

ATTESTED:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



STATE OF TEXAS

§
§
§

COUNTY OF DENTON

This instrument was acknowledged before me on _____, 2022, by Dr. Mark Vargus, Mayor of the Town of Lakewood Village, Texas on behalf of said Town.

Notary Public, State of Texas

(SEAL)

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Legal Description

Being a tract of land situated in the Christopher C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being Lots 1-9 of Cardinal Ridge Estates, an Addition in Denton County, Texas, according to the map recorded in Cabinet P, Page 256, Map Records, Denton County, Texas, said being conveyed to The Sanctuary Texas LLC, a Texas limited liability company, by Special Warranty Deed recorded in Instrument No. 106441, Real Property Records, Denton County, Texas, and a tract of land conveyed to The Sanctuary Texas LLC, a Texas limited liability company, by Special Warranty Deed recorded in Instrument No. 106442, Real Property Records, Denton County, Texas, and together being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found at the Northeast corner of a tract of land conveyed to Kristen E. Byler and Craig Byler by Deed recorded in Document No. 2015-128423, Real Property Records, Denton County, Texas, said point being on the West right-of-way line of W. Eldorado Parkway (public right-of-way);

THENCE North 89 degrees 43 minutes 58 seconds West, along the North line of said Byler tract, a distance of 840.58 feet to a 5/8 inch iron rod found at the Northwest corner of said Byler tract (Doc. No. 2015-128423);

THENCE South 00 degrees 25 minutes 48 seconds East, along the West line of said Byler tract (Doc. No. 2015-128423), a distance of 33.54 feet to a point for corner from which a 5/8 inch iron rod found for witness with a bearing and distance of North 75 degrees 01 minutes 01 seconds West, 0.82 feet;

THENCE South 25 degrees 42 minutes 12 seconds West, continuing along said West line of Byler tract (Doc. No. 2015-128423), a distance of 263.78 feet to a 5/8 inch iron rod found at the West corner of a tract of land conveyed to Craig Byler and Rebecca J. Byler by Deed recorded in Volume 4997, Page 3818, Deed Records, Denton County, Texas;

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THENCE North 64 degrees 15 minutes 46 seconds West, along the Northeast line of said Plagman tract, a distance of 860.82 feet to a 5/8 inch iron rod found at the North corner of said Plagman tract;

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THENCE South 87 degrees 19 minutes 23 seconds West, along the North line of said Mitch Dudley Enterprises tract (Inst. No. 12560); passing at a distance of 4.88 feet, a 5/8 inch iron rod found at the common Northwest corner of said Mitch Dudley Enterprises (Inst. No. 12560) and the Northeast corner of a tract of land conveyed to Mitch Dudley Enterprises, Inc., by Deed recorded in Instrument No. 28970, Real Property Records, Denton County, Texas, and having a total distance of 260.64 feet to a 1/2 inch iron rod found at the common Northwest corner of said Mitch Dudley Enterprises tract (Inst. No. 28970), the Northeast corner of a tract of land conveyed to Rohwer Real Estate, LLC., by Deed recorded in Instrument No. 13467, Real Property Records, Denton County, Texas, and the Southeast corner of a tract of land conveyed to Michael Kohlsmidt and Kara Kohlschmidt by Deed recorded in Instrument No. 42768, Real Property Records, Denton County, Texas;

THENCE North 31 degrees 14 minutes 01 seconds West, along the Northeast line of said Kohlsmidt tract, a distance of 441.82 feet to a 1/2 inch iron rod found at the Northeast corner of a tract of land conveyed to Rohwer Management Trust by Deed recorded in Instrument No. 13466, Real Property Records, Denton County, Texas;

THENCE North 76 degrees 14 minutes 15 seconds West, along the North line of said Rohwer Management Trust tract, a distance of 1,496.73 feet to a 1/2 inch iron rod found at the Northwest corner of said Rohwer Management Trust tract, said point being on the East line of a tract of land conveyed to the City of Dallas by Deed recorded in Volume 192, Page 364, Deed Records, Denton County, Texas;

THENCE Northerly, traversing along said East line of City of Dallas tract as follows:

North 00 degrees 43 minutes 39 seconds West, a distance of 171.07 feet to a 5/8 inch iron rod found for corner;

North 00 degrees 45 minutes 26 seconds West, a distance of 593.96 feet to a 1/2 inch iron rod found at the Southwest corner of Lot 6X, Block B of South Oak - Phase 2, an Addition to Denton County, Texas, according to the map recorded in Document No. 2021-274, Map Records, Denton County, Texas;

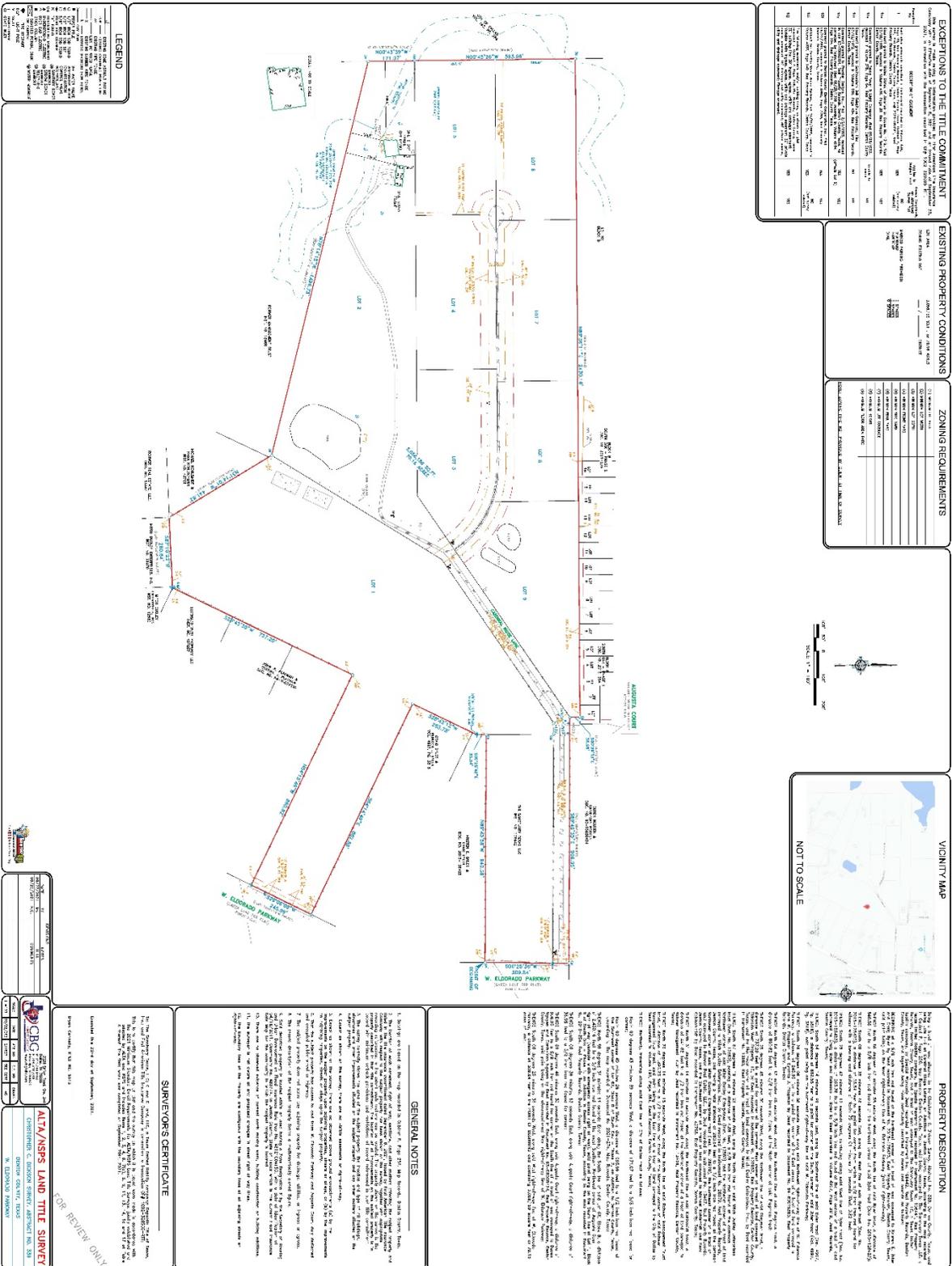
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THENCE South 00 degrees 25 minutes 36 seconds West, along said West right-of-way line of W. Eldorado Parkway, a distance of 309.84 feet to the POINT OF BEGINNING and containing 3,056,159 square feet or 70.16 acres of land.

EXHIBIT B PROPERTY DEPICTION



**TOWN OF LAKEWOOD VILLAGE, TEXAS
ORDINANCE NO. 2022-07**

IMV GROUP 4.553 ACRE C-3 ANNEXATION

AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, TO WIT: BEING A PART OF A CALLED 4.553-ACRE TRACT OF LAND DESCRIBED IN THE DEED TO IMV GROUP, LLC AS RECORDED IN DENTON COUNTY CLERK'S FILE NUMBER 169478, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL TOWN MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lakewood Village is a municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas (the "Town"); and

WHEREAS, following receipt of a request in the form of a Voluntary Annexation Petition from each owner (the "Owners") of the Property (defined below) requesting annexation, public hearings were conducted in accordance with Section 43.0673 of the Texas Local Government Code, on April 14, 2022 in the Lakewood Village Town Hall located at 100 Highridge Drive in the Town of Lakewood Village, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notice of the April 14, 2022 public hearings was published in The Denton Record Chronicle, a newspaper of general circulation within the Town of Lakewood Village, Texas, on the 27th day of March 2022, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the Town's internet website; and

WHEREAS, the Town Council of the Town of Lakewood Village, Texas has determined that the Property is located in the extraterritorial jurisdiction of the Town of Lakewood Village, Texas; and

WHEREAS, the Town Council of the Town of Lakewood Village, Texas has investigated into, has determined and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated Town or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the Town of Lakewood Village's limits, the Town Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL TOWN MAP AMENDED

1. The official map and boundaries of the Town are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the Town.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the Town to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the Town, and that the boundary limits of the Town be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the town limits of the Town, and the same shall hereafter be included within the territorial limits of the Town, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the Town and they shall be bound by the acts, ordinances, resolutions, and regulations of the Town.

SECTION 4
FILING OF ORDINANCE REQUIRED

The Town Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all

adjacent rights-of-way is located, and any other necessary agencies.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the Town of Lakewood Village, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the Town of Lakewood Village, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the Town Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The Town Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the Town Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The Town Secretary of the Town of Lakewood Village is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the Town Council of the Town of Lakewood Village and by filing this Ordinance in the Ordinance records of the Town.

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Lakewood Village, Texas
this the 14th day of April 2022.

Dr. Mark E. Vargus
Mayor

ATTESTED:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

BEING a 4.553 acre tract of land situate in the B. Shahan Survey, Abstract Number 1169, and being all of Lots 2, 3, 4 and 5, EAGLES BLUFF, an addition to Denton County, Texas, according to the plat thereof recorded in Cabinet T, Page 386, Plat Records, Denton County, Texas, (P.R.D.C.T.) and being more particularly described as follows:

BEGINNING at a calculated point for corner, and being the southeast corner of Lot 4, of said Eagles Bluff addition and the northeast corner of Rocky Shore Amended, an addition to Denton County, Texas according to the plat thereof recorded in Cabinet 2, Page 154, P.R.D.C.T., said point also being on the north terminus of Boys Camp Road (a 30 foot wide right-of-way) as dedicated by said Rocky Shore Amended addition, from which point a ½-inch iron rod set with yellow plastic cap stamped TX RPLS 5230 for witness bears South 88 degrees 11 minutes 04 seconds East, a distance of 0.77 feet;

THENCE North 89 degrees 19 minutes 40 seconds West, along said right-of-way terminus and common addition line, passing at 30.00 feet the west right-of-way line of said Boys Camp Road, and continuing with said common addition line in all, a total distance of 528.74 feet to a ½-inch iron rod found for the southwest corner of Lot 3, of said Eagles Bluff addition, and the southeast corner of SHEPPARD-ASH, an addition to Denton County Texas, according to the plat thereof recorded in Cabinet 383, Page 562, P.R.D.C.T.;

THENCE North 01 degrees 13 minutes 34 seconds West, departing said Rocky Shore Amended addition and along the east line of said Sheppard-Ash addition, a distance of 4.99 feet to a found 3-inch CORPS of Engineers brass disk in concrete for corner (controlling monument);

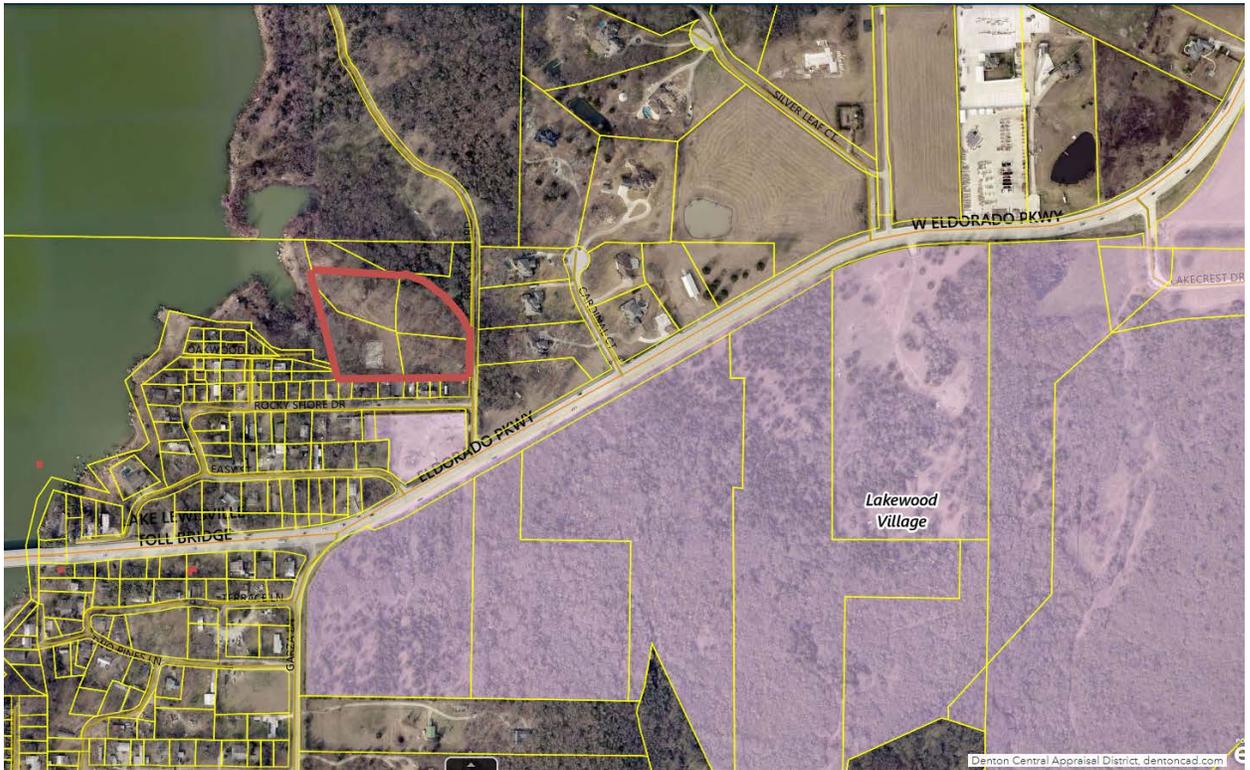
THENCE North 14 degrees 40 minutes 41 seconds West, along the common west line of Eagles Bluff addition and the east line of a tract of land described to the City of Dallas as recorded in Volume 411, Page 194, Deed Records, Denton County, Texas, a distance of 401.89 feet to a point for corner, and being the southwest corner of Lot 1, Eagles Bluff addition, from which point a 1/2-inch iron rod found with red illegible cap bears North 87 degrees 11 minutes 09 seconds West, a distance of 0.60 feet,

THENCE South 87 degrees 11 minutes 09 seconds East, departing said common line and along the south line of Lot 1, Eagles Bluff addition, a distance of 260.56 feet to a 1/2-inch iron rod found with red Alliance cap for corner;

THENCE South 85 degrees 25 minutes 07 seconds East, continuing along the south line of said Lot 1, a distance of 74.84 feet to a 1/2-inch iron rod found with yellow Coleman cap for corner, and being the beginning of a non-tangent circular curve to the right having a radius of 299.14 feet, and whose chord bears South 58 degrees 54 minutes 58 seconds East, a distance of 268.17 feet;

THENCE in a Southeasterly direction, continuing along the south line of said Lot 1 and along said curve through a central angle of 53 degrees 15 minutes 43 seconds, for an arc distance of 278.08 feet to a 1/2-inch iron rod found with yellow Coleman cap for the point of tangency;

THENCE South 32 degrees 09 minutes 25 seconds East, continuing along the south line of said Lot 1, a distance of 120.88 feet to a disturbed 1/2-inch iron rod found for corner;



**TOWN OF LAKEWOOD VILLAGE, TEXAS
ORDINANCE NO. 22-08**

LOTS 53 AND 54 OF ROCKY SHORE 0.1745 ACRE C-3 ANNEXATION

AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, TO WIT: BEING BEING LOTS 53 AND 54 OF ROCKY SHORE, AN ADDITION TO THE COUNTY OF DENTON COUNTY, TEXAS, ACCORDING TO THE AMENDED PLAT THEREOF RECORDED IN VOLUME 2, PAGE 172, PLAT RECORDS, DENTON COUNTY TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL TOWN MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lakewood Village is a municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas (the “Town”); and

WHEREAS, following receipt of a request in the form of a Voluntary Annexation Petition from each owner (the “Owners”) of the Property (defined below) requesting annexation, public hearings were conducted in accordance with Section 43.0673 of the Texas Local Government Code, on April 14, 2022 in the Lakewood Village Town Hall located at 100 Highridge Drive in the Town of Lakewood Village, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notice of the April 14, 2022 public hearings was published in The Denton Record Chronicle, a newspaper of general circulation within the Town of Lakewood Village, Texas, on the 27th day of March 2022, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the Town’s internet website; and

WHEREAS, the Town Council of the Town of Lakewood Village, Texas has determined that the Property is located in the extraterritorial jurisdiction of the Town of Lakewood Village, Texas; and

WHEREAS, the Town Council of the Town of Lakewood Village, Texas has investigated into, has determined and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated Town or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the Town of Lakewood Village's limits, the Town Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL TOWN MAP AMENDED

1. The official map and boundaries of the Town are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the Town.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the Town to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the Town, and that the boundary limits of the Town be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the town limits of the Town, and the same shall hereafter be included within the territorial limits of the Town, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the Town and they shall be bound by the acts, ordinances, resolutions, and regulations of the Town.

SECTION 4
FILING OF ORDINANCE REQUIRED

The Town Secretary shall file or cause to be filed a certified copy of this Ordinance in the

office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the Town of Lakewood Village, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the Town of Lakewood Village, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
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If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the Town Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The Town Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the Town Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

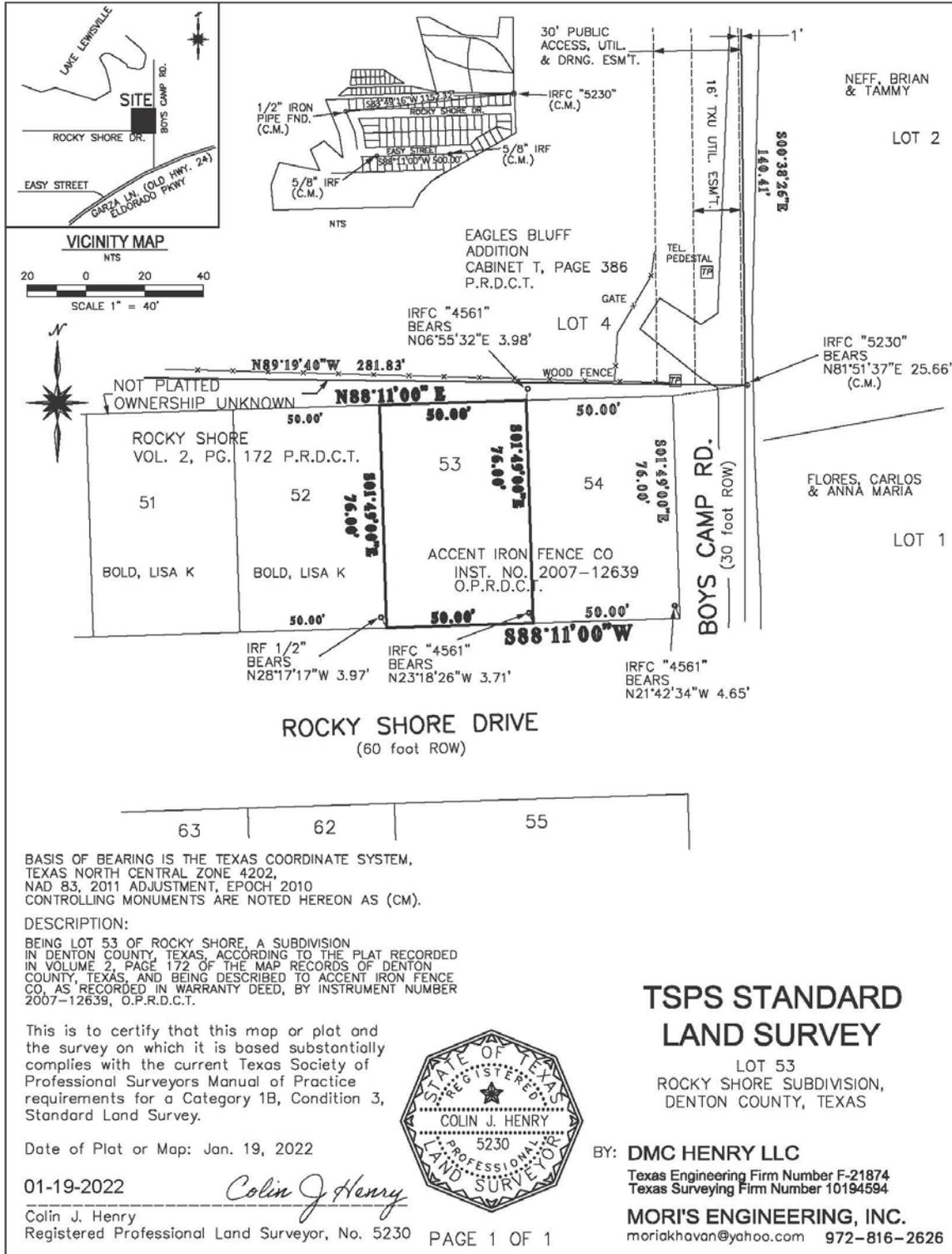
PASSED AND APPROVED by the Town Council of the Town of Lakewood Village, Texas
this the 14th day of April 2022.

Dr. Mark E. Vargus
Mayor

ATTESTED:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary





BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM,
 TEXAS NORTH CENTRAL ZONE 4202,
 NAD 83, 2011 ADJUSTMENT, EPOCH 2010
 CONTROLLING MONUMENTS ARE NOTED HEREON AS (CM).

DESCRIPTION:

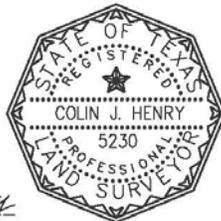
BEING LOT 53 OF ROCKY SHORE, A SUBDIVISION
 IN DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED
 IN VOLUME 2, PAGE 172 OF THE MAP RECORDS OF DENTON
 COUNTY, TEXAS, AND BEING DESCRIBED TO ACCENT IRON FENCE
 CO, AS RECORDED IN WARRANTY DEED, BY INSTRUMENT NUMBER
 2007-12639, O.P.R.D.C.T.

This is to certify that this map or plat and
 the survey on which it is based substantially
 complies with the current Texas Society of
 Professional Surveyors Manual of Practice
 requirements for a Category 1B, Condition 3,
 Standard Land Survey.

Date of Plat or Map: Jan. 19, 2022

01-19-2022

Colin J. Henry
 Registered Professional Land Surveyor, No. 5230



PAGE 1 OF 1

**TSPS STANDARD
 LAND SURVEY**

LOT 53
 ROCKY SHORE SUBDIVISION,
 DENTON COUNTY, TEXAS

BY: **DMC HENRY LLC**

Texas Engineering Firm Number F-21874
 Texas Surveying Firm Number 10194594

MORI'S ENGINEERING, INC.

moriakhavan@yahoo.com 972-816-2626



ENGINEERING SERVICES AGREEMENT

This agreement, effective the _____ day of **April, 2022**, between **the Town of Lakewood Village**, (hereinafter referred to as "Owner") and **ENPROTEC / HIBBS & TODD, INC.**, (hereinafter referred to as "Engineer").

SECTION 1. SERVICES

1.1 Engineer agrees to perform for Owner engineering services for the **300,000-gallon Ground Storage Tank** as outlined in the written Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("the Scope of Services").

1.2 The services to be performed shall not be modified from those detailed in the Scope of Services unless such modifications are approved in advance in writing and signed by authorized representatives of both Owner and Engineer.

SECTION 2. RECOGNITION OF RISK

Owner recognizes that environmental, geo-technical and surveying conditions can vary from those encountered at the time and locations where data are obtained by Engineer, and that the limitation on available data may result in some level of uncertainty with respect to the investigation of these conditions, despite the use of due professional care.

If Engineer's services include assessment, identification, or testing services the number of investigations Engineer makes, the number of samples Engineer collects, or the number of tests it performs are necessarily limited by budgetary and time constraints, and observations and samples because they are obtained from a specific geographic location may not exactly represent similar samples or observations in the immediate vicinity. Owner agrees to the amount or level of testing performed and the associated risk. **Engineer does not guarantee that all**

sources of possible environmental condition will be identified, that all contaminants or environmental conditions will be detected/identified, or that requirements, standards, or conditions will not change over time. Any report issued by Engineer will set forth its findings and conclusions based on the limited information available from the observations, investigations, sampling and/or testing conducted under this Agreement. In preparing its report, Engineer may review and interpret information provided by the Owner, third parties, and regulatory agencies and will be entitled to rely on the accuracy of such information, including laboratory results, without performing an independent verification. Engineer may include in its report a Statement of Limitations describing the limits of its investigations and findings and a statement that the report is for the Owner's use only and will not be relied on by any third party, except as expressly agreed in writing by Engineer, and then only at such third party's own risk.

SECTION 3. LIABILITY

3.1 Engineer represents that the services shall be performed, within the limits described in the Scope of Services, in a manner consistent with the level of care and skill ordinarily exercised by other engineering consultants under similar circumstances.

3.2 No other representations to Owner, expressed or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, or any other document generated by Engineer in the performance of services contracted herein.

3.3 Engineer's liability shall be limited to injury or loss caused by the negligence of Engineer, its subcontractors and/or agents hereunder. Any claims by the Owner shall be initiated within twelve (12) months from the date of the Engineer's final invoice to the Owner under this Agreement.

SECTION 4. INFORMATION FROM OWNER

4.1 Prior to the commencement of services, and continuing thereafter, Owner shall notify Engineer of any possible health or safety hazard existing on or near the site where services are to be or are being performed by the Engineer or its subcontractors.

4.2 Owner shall provide Engineer with all relevant data and information in its possession relating to the Scope of Work, to the site and to the environmental, topographical, and geo-technical conditions of the site and surrounding area. Owner shall correctly show, on plans to be furnished to Engineer, the locations of surface and subsurface structures, such as pipes, tanks, cables and utilities. Owner shall provide Engineer, in writing, all criteria, design and construction standards, and all other information relating to Owner's requirements for the project. Owner shall give Engineer prompt written notice of any suspected defect in Engineer's services.

SECTION 5. TERMS OF PAYMENT

5.1 Owner shall compensate Engineer for its services in the amount and manner as described in attached Exhibit A.

5.2 Unless otherwise stated or agreed to in writing by both parties, Engineer shall invoice Owner at the end of each month for all services performed under the Scope of Services during that month.

5.3 Terms of payment shall be net thirty (30) days after invoice date of a properly prepared and correct invoice by Engineer. Payment shall be considered made when payment checks are received by the Engineer. Engineer's invoice shall be accompanied by such records or other written proof as Owner deems adequate to verify the billings appearing therein and shall be in a form as may be prescribed by Owner.

SECTION 6. TAXES

Engineer assumes full responsibility for payment of all other federal and state taxes of whatever sort, social security and unemployment compensation taxes, withholding taxes, and all other taxes or charges applicable to Engineer's actions, employees, facilities and materials for performing services hereunder or applicable to Engineer's income hereunder.

SECTION 7. SITE AND LOCAL CONDITIONS

7.1 Engineer has the right to examine the site in order to become acquainted with local conditions and accepts conditions at the site unless otherwise noted in writing to Owner. Any coordination or scheduling of work by Owner shall not relieve Engineer from its responsibilities specified hereunder.

7.2 Necessary arrangement for access to any site by Engineer's employees will be made with Owner. Owner reserves the right to withhold, or to withdraw approval for, access to its premises of any person for any reason considered sufficient by Owner. Owner shall promptly notify Engineer in the event access is denied, shall give Engineer a reason for the access denial, and shall make every effort to assist the Engineer in resolution of the concern which prompted the access denial. Unreasonable continued denial of access by the Owner shall result in a breach of this agreement.

SECTION 8. INSURANCE

8.1 Engineer shall carry and maintain in force at all times relevant hereto, at Engineer's expense, insurance of the type and of minimum coverage limits as follows:

1. Workers Compensation - Statutory Employer's Liability - Limits as required by the State of Texas.

2. Comprehensive General Liability, Bodily Injury and Property Damage including contractual liability in a combined single limit - \$1,000,000 per occurrence.

3. Comprehensive Automotive Liability, Bodily Injury and Property Damage in a combined single limit - \$1,000,000 per accident.

8.2 Certificates of insurance in a form acceptable to Owner, evidencing the coverage required above, shall be made available to Owner upon request. In the event any subcontractor is employed, with or without Owner consent, for the services covered in this Agreement, Engineer assumes full responsibility to ensure that the subcontractor's services are covered by the same insurance limits as set forth herein.

SECTION 9. ASSIGNMENT AND SUB-CONTRACTING/THIRD PARTY RIGHTS

The rights and obligations covered herein are personal to each party hereto and not to any third party and for this reason neither this Agreement nor any contract hereunder shall be assignable by either party in whole or in part.

SECTION 10. NONDISCLOSURE

If so requested by Owner in writing, Engineer agrees not to disclose to others (a) the fact that Owner purchased or plans to purchase services from Engineer or (b) the results of services performed herein except when such disclosure is necessary to perform services required under this Agreement or as required by law.

SECTION 11. INDEPENDENT CONTRACTOR

It is understood that all employees engaged under this Agreement are and shall be considered to be the employees of Engineer, and that none of said persons engaged under the Agreement shall be regarded as employees of Owner in any instance. Further, Engineer alone is responsible for the

employment, control, and conduct of its employees. Engineer's relationship to Owner under this Agreement shall be that of an independent contractor and nothing in this Agreement shall be construed to constitute Engineer, or any of its employees, as an agent, associate, joint venturer or partner of Owner.

SECTION 12. DELAYS

Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of either party which could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusual weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts or other disturbances, protest demonstrations, unanticipated site conditions and instability, which prevent Engineer's ability, after reasonable diligence, to supply personnel, equipment or materials to the work site. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume, as soon as is reasonably possible, the normal pursuit of the services under the Agreement. Delays within the scope of this article which cumulatively exceed forty-five days shall, at the option of either party, make the Agreement subject to termination or renegotiation.

SECTION 13. AUTHORITY

The parties hereby represent that they have full power and authority to enter into and perform this Agreement and the parties know of no agreements, contracts, promises or undertakings which would prevent the full execution and performance of this Agreement.

SECTION 14. RESERVATION OF RIGHTS

Owner's or Engineer's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to

it, nor shall such waiver operate to waive such party's rights to any remedies due to a future breach, whether of a like or different character.

SECTION 15. ACTIONS

15.1 All legal actions by either party shall be brought only in the courts of the State of Texas, sitting in Taylor **County**, Texas.

15.2 The prevailing party in any such action shall be entitled to recover reasonable attorney's fees.

SECTION 16. SEVERABILITY

In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provisions of this Agreement either void or unenforceable. All provisions which are void or unenforceable shall not substantially affect the rights or obligations granted to or undertaken by either party.

SECTION 17. TERMINATION

17.1 The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

17.2 The Engineer, upon termination, shall be paid for all services rendered through the date of termination together with additional expense and reimbursable expense then due. Termination expenses are in addition to compensation for services and include expenses which are directly

attributable to termination. Payment shall be made in full at time of termination.

SECTION 18. NOTICE

Any notice required under this Agreement will be in writing and given either personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed to the parties as follows:

If to Owner: Town of Lakewood Village
100 Highridge Dr.
Lakewood Village, TX 75068
Tel (972) 294-5555

If to Engineer: Enprotec / Hibbs & Todd, Inc.
402 Cedar Street
Abilene, Texas 79604
Tel (325) 698-5560

All notices shall be effective upon the date of receipt.

SECTION 19. ENTIRE AGREEMENT

This Agreement and the exhibits hereto represent the entire agreement between Owner and Engineer with respect to the subject matter hereof and the services described therein, and supersedes all prior or contemporaneous representations, communications, agreements or understandings, whether oral or written. No changes or modifications shall be made to this Agreement or any exhibit unless reduced to writing which clearly states that it is an amendment or change to this Agreement or the respective agreement, signed by both of the parties hereto.

EXHIBIT A
SCOPE OF SERVICES
FOR
300,000-GALLON GROUND STORAGE TANK
April 1, 2022

This Exhibit A is part of the Agreement between Enprotec / Hibbs & Todd, Inc. (Engineer) and the Town of Lakewood Village (Owner) for a project generally described as:

Design and Construction Phase Services for a new 300,000-gallon welded steel Ground Storage Tank (GST) for the Town of Lakewood Village.

SCOPE OF SERVICES

The Engineer agrees to furnish the Owner with the following specific services:

BASIC ENGINEERING SERVICES

TASK 1 FINAL DESIGN PHASE

1.1 Prepare 60% design (Level 1) Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

1.1.1 Detailed Design – Construction Contract Documents Level 1 (60% Design)

a. Construction documents will be prepared for the purposes of procuring a qualified contractor to perform the work. The Level 1 deliverables are as follows:

- Site plan.
- Grading plan.
- General site arrangements and yard piping drawings.
- Opinion of Probable Construction Cost update.
- Project schedule update.
- Project trend register update identifying changes to scope affecting cost or schedule.

1.2 Prepare 60% design (Level 1) Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.

1.3 Prepare 90% design (Level 2) Drawings indicating the scope, extent, and character of the

Work to be performed and furnished by Contractor.

1.3.1 Detailed Design - Construction Documents Level 2

a. Level 2 design shall commence after Level 1 deliverables have been submitted to the Owner. Level 2 deliverables are as follows:

- Sections and details.
- Power and lighting plans.
- Duct bank locations.
- Opinion of Probable Construction Cost update.
- Project schedule update.
- Project trend register update identifying changes to scope affecting cost or schedule.

1.4 Prepare 90% design (Level 2) Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.

1.5 Prepare Final (100%) design (Level 2) Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

1.5.1 Detailed Design - Construction Documents Level 3

a. Level 3 design shall commence after Level 2 deliverables have been submitted to the Owner. Level 3 deliverables are as follows:

- Final review set of drawings.
- Final review set of specifications and construction contract documents.
- Opinion of Probable Construction Cost update.
- Constructability review.
- Project schedule update.
- Project trend register update identifying changes to scope affecting cost or schedule.

1.6 Prepare Final (100%) design (Level 3) Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.

1.7 Project Management and QA/QC Control:

1.7.1 Conduct monthly project update meetings with the Owner, as necessary.

- 1.7.2 Provide project management activities to properly plan the work, sequence, manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.
- 1.7.3 Conduct internal team coordination meetings as required to accomplish the work.
- 1.7.4 Coordinate, prepare, and review monthly invoices for payment.
- 1.7.5 Maintain and update on a monthly basis, an action item log, a decision log, and project change log.

Engineer's services under the Final Design Phase will be considered complete on the date when the revised final design phase documents, Opinion of Probable Construction Cost, and any other final design phase deliverables have been delivered to the Owner.

TASK 2 BIDDING OR NEGOTIATING (CONTRACTOR PROCUREMENT) PHASE

- 4.1 For traditional bidding of projects after acceptance by Owner of the Bidding Documents and the most recent Opinion of Probable Construction Cost as determined in the Final Design Phase, Engineer shall:
 - 4.1.1 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - 4.1.2 Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 - 4.1.3 Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 - 4.1.4 Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- 4.2 For alternative delivery methods: Title 10, Subtitle F, Chapter 2269 of the Texas Government Code establishes contracting and delivery procedures for construction projects. Upon notification to the Engineer by the Owner to proceed with procurement using an alternative delivery method under applicable State law, Engineer will:
 - 4.2.1 Conduct a one-day workshop with the Owner to develop criteria to be used in the selecting of a Contractor using alternative delivery methods in accordance with State law. Support Owner at Council Meeting(s) for Council action necessary to use an alternative delivery method.

- 4.2.2 Based on the results from the workshop, prepare documents as applicable to the alternative delivery method to be utilized.
- 4.2.3 Engineer's Technical Director and Project Manager will serve on any Selection Committee established as a part of the alternative delivery method selection process as non-voting members. The other members of the Selection Committee will be appointed by the Mayor. As members of the Selection Committee, Engineer's personnel will:
 - a. Review submittals that are received by the Owner in response to the Owner's solicitation.
 - b. Provide the Selection Committee with an independent and experience-based assessment of each submittal, including the identification of items or issues which may impact a selection process.
 - c. Provide an independent opinion as to how the submittal represents the interests of the Owner and which respondents should be asked to interview with the Owner, if applicable.
 - d. Advise and assist the Selection Committee in the preparation of short-listed firm interview questions, if applicable.
 - e. Provide an independent opinion of each short-listed firm's interview information, including project understanding, project approach, responses to questions, and each demonstrated aptitude and attitude toward assuring the interests of the Owner are met.

4.3 Project Management:

- 4.3.1 Conduct monthly project update meetings with the Owner, as necessary.
- 4.3.2 Provide project management activities to properly manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.
- 4.3.3 Conduct internal team coordination meetings as required to accomplish the work.
- 4.3.4 Coordinate, prepare, and review monthly invoices for payment.
- 4.3.5 Maintain and update on a monthly basis, an action item log, a decision log, and project change log.

The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

TASK 3 CONSTRUCTION PHASE

Upon successful completion of the Bidding and Negotiating Phase, Engineer shall:

- 3.1 *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions of the Construction Documents. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
 - 3.1.1 *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform construction materials testing services.
 - 3.1.2 *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 - 3.1.3 *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - 3.1.4 *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 - 3.1.5 *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
 - 3.1.6 *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such

Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

3.1.7 *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

3.1.8 *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company of Contractor and on behalf of Owner, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

- 3.1.9 *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in written form that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- 3.2 *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
- 3.2.1 Make visits to the Site as necessary. Engineer shall also visit the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
- 3.2.2 The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- 3.2.3 *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of

determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

3.2.4 *Defective Work.* Engineer will have the authority to reject Contractor's Work while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

3.2.5 *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders *authorizing* minor variations in the Work from the requirements of the Contract Documents.

3.2.6 *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

3.3 *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design *concept* of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

3.3.1 *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and *equipment* proposed by Contractor.

3.4 Project Management:

3.4.1 Conduct construction status meetings with the Owner, as necessary.

3.4.2 Provide project management activities to properly manage, coordinate, schedule,

and monitor the scope tasks and completion of the tasks.

3.4.3 Conduct internal team coordination meetings as required to accomplish the work.

3.4.4 Coordinate, prepare, and review monthly invoices for payment.

3.4.5 Maintain and update on a monthly basis, an action item log, a decision log, and project change log.

Duration of Construction Phase. The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors.

Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

TASK 4 SPECIAL SERVICES

The following Special Services are agreed to between the Owner and Engineer as essential components for successful completion of the Project. These Special Services shall be provided by the Engineer as a part of the Basic Engineering Services set forth in this Exhibit A.

4.1 Geotechnical Investigations

4.1.1 Perform soil borings at the GST site required for design. Perform soil testing and develop foundation design parameters. Provide the results of geotechnical investigations in the bound report, sealed by an engineer licensed to practice in Texas.

4.2 Surveying

4.2.1 Engineer shall provide design surveying services.

4.3 Preparing and furnishing to Owner Record Drawings shown appropriate record information based on Project annotated record documents received from Contractor.

COMPENSATION FOR SERVICES

Compensation for the services described in this Scope of Services will be as follows:

1. Within the Notice to Proceed for the Project, Owner shall pay Engineer for services set forth in Exhibit A (Basic Services), Task 1 (Final Design Phase Services), Task 2 (Bidding Phase Services), and Task 3 (Construction Phase Services) at a Lump Sum Amount of \$160,540 based on the following distribution of compensation:

• Task 1 (Final Design Phase Services):	\$100,090
• Task 2 (Bidding Phase Services):	\$14,290
• Task 3 (Construction Phase Services):	\$46,160

- a. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated into the Lump Sum to account for labor, overhead, profit and direct expenses.
 - b. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the monthly billing period to the Lump Sum.
2. Owner shall pay Engineer for services set forth in Exhibit A, Task 4 (Special Services) on a time and materials basis not to exceed \$30,740 as follows:

- a. For labor on an hourly basis in accordance with the included Schedule of Charges. The hourly rate schedule will be adjusted each January 1st beginning January 1, 2023, to reflect cost of living adjustments, limited to a maximum increase of 5% per year.
- b. Sub-consultants will be billed on the basis of cost times a factor of 1.1.
- c. Subtask budgets are itemized below. Engineer may alter the distribution of compensation between the identified Subtasks to be consistent with services actually rendered but shall not exceed the amount of \$30,740 for all Special Services provided under Task 4.

4.1	Geotechnical Investigation:	\$15,000
4.2	Surveying	\$8,000
4.3	Record Drawing Development:	\$7,740

Enprotec / Hibbs & Todd, Inc.
CURRENT HOURLY CHARGES FOR PROFESSIONAL SERVICES (2022)*

Charges include all salaries, salary expense, overhead, and profit.

Principal.....	\$ 230.00 per hour
Senior Project Manager	190.00 per hour
Project Manager	170.00 per hour
Senior Engineer / Geologist.....	150.00 per hour
Project Engineer / Geologist.....	135.00 per hour
Staff Engineer I / Geologist I.....	120.00 per hour
Staff Engineer II / Geologist II.....	105.00 per hour
RPLS I	155.00 per hour
Operations Specialist / Regulatory Compliance Specialist	150.00 per hour
Contract Operator (Certified Class A/B Operator	120.00 per hour
Contract Operator (Certified Class C/D Water Operator)	100.00 per hour
Engineering / Field Technician I.....	135.00 per hour
Engineering / Field Technician II.....	110.00 per hour
Engineering / Field Technician III.....	85.00 per hour
Survey Tech I.....	85.00 per hour
Survey Tech II.....	65.00 per hour
CAD I.....	130.00 per hour
CAD II.....	100.00 per hour
CAD III.....	65.00 per hour
Administrative	70.00 per hour
Survey Party	225.00 per hour - 3 man
.....	200.00 per hour - 2 man
.....	175.00 per hour - 1 man

Expense Items

Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips).....	Actual cost

*Engineer reserves the right to increase these rates annually on January 1st of each year. Engineer shall not increase rates by more than 5% each year.

300,000 Gallon Welded Steel Ground Storage Tank

Town of Lakewood Village

Prepared by:	JSH
Date:	4/3/2022



Budget Hours

Rates		Project Principal \$230	Sr. Project Manager \$190	Project Manager \$170	GPS Survey Crew \$200	Staff Engineer \$120	Operations Specialist \$150	CAD 1 \$130	CAD 2 \$100	Engineering Technician \$135	Admin. Assistant \$70	Electrical Engineer \$190	Architect 1.1	Structural Engineer 1.1	Expenses 1.0	Budgeted Task Cost	
ENGINEERING TASKS																	
1	Final Design																\$100,090.00
1.1	Prepare for and attend Kick-Off Meeting		10	8		8										\$600	\$4,820.00
1.2	Prepare 60% Drawings		40	50		16		8	50			12					\$26,340.00
1.3	Prepare 60% Specifications		12	24		8					8	12					\$10,160.00
1.4	City Review Meeting		10	10												\$500	\$4,100.00
1.5	Prepare 90% Drawings		24	32		32		8	40			12					\$21,160.00
1.6	Prepare 90% Specifications		8	20		20					12	12					\$10,440.00
1.7	Prepare Final Drawings		8	12		16		8	24		2	8				\$500	\$11,080.00
1.8	Prepare Final Specifications		8	12		16					10	8				\$250	\$7,950.00
1.9	TCEQ Review Submittal		8	8							2					\$100	\$3,120.00
1.10	QA/QC	4															\$920.00
2	Bidding																\$14,290.00
2.1	Bidding Document Development		12			16					8						\$4,760.00
2.2	Pre-Bid Meeting		8			8										\$500	\$2,980.00
2.3	Addenda and Questions		12			16					4						\$4,480.00
2.4	Evaluation and Recommendation		8			4					1						\$2,070.00
3	Construction Phase Services																\$46,160.00
3.1	Pre-Construction Conference		10			10										\$500	\$3,600.00
3.3	Construction Administration		30			60											\$12,900.00
3.4	Review Submittals and RFIs		8			24											\$4,400.00
3.6	Construction Status Meetings and Engineer Site Inspections		50			50										\$1,500	\$17,000.00
3.7	Pre-Final / Final Inspection		20			20					8					\$1,500	\$8,260.00
4	Additional Services																\$30,740.00
4.1	Geotechnical Investigation															\$15,000	\$15,000.00
4.2	Survey															\$8,000	\$8,000.00
4.3	Record Drawings							8	40	20							\$7,740.00
Total Hours		4	286	176	0	324	0	32	154	20	55	64	\$0	\$0	\$28,950	XXXXXX	\$191,280.00
TOTAL FEE																\$191,280.00	

ENGINEERING SERVICES AGREEMENT

This agreement, effective the _____ day of **April, 2022**, between **the Town of Lakewood Village**, (hereinafter referred to as "Owner") and **ENPROTEC / HIBBS & TODD, INC.**, (hereinafter referred to as "Engineer").

SECTION 1. SERVICES

1.1 Engineer agrees to perform for Owner engineering services for the **New Drinking Water Well** as outlined in the written Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("the Scope of Services").

1.2 The services to be performed shall not be modified from those detailed in the Scope of Services unless such modifications are approved in advance in writing and signed by authorized representatives of both Owner and Engineer.

SECTION 2. RECOGNITION OF RISK

Owner recognizes that environmental, geo-technical and surveying conditions can vary from those encountered at the time and locations where data are obtained by Engineer, and that the limitation on available data may result in some level of uncertainty with respect to the investigation of these conditions, despite the use of due professional care.

If Engineer's services include assessment, identification, or testing services the number of investigations Engineer makes, the number of samples Engineer collects, or the number of tests it performs are necessarily limited by budgetary and time constraints, and observations and samples because they are obtained from a specific geographic location may not exactly represent similar samples or observations in the immediate vicinity. Owner agrees to the amount or level of testing performed and the associated risk. **Engineer does not guarantee that all sources of possible environmental condition**

will be identified, that all contaminants or environmental conditions will be detected/identified, or that requirements, standards, or conditions will not change over time. Any report issued by Engineer will set forth its findings and conclusions based on the limited information available from the observations, investigations, sampling and/or testing conducted under this Agreement. In preparing its report, Engineer may review and interpret information provided by the Owner, third parties, and regulatory agencies and will be entitled to rely on the accuracy of such information, including laboratory results, without performing an independent verification. Engineer may include in its report a Statement of Limitations describing the limits of its investigations and findings and a statement that the report is for the Owner's use only and will not be relied on by any third party, except as expressly agreed in writing by Engineer, and then only at such third party's own risk.

SECTION 3. LIABILITY

3.1 Engineer represents that the services shall be performed, within the limits described in the Scope of Services, in a manner consistent with the level of care and skill ordinarily exercised by other engineering consultants under similar circumstances.

3.2 No other representations to Owner, expressed or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, or any other document generated by Engineer in the performance of services contracted herein.

3.3 Engineer's liability shall be limited to injury or loss caused by the negligence of Engineer, its subcontractors and/or agents hereunder. Any claims by the Owner shall be initiated within twelve (12) months from the date of the Engineer's final invoice to the Owner under this Agreement.

SECTION 4. INFORMATION FROM OWNER

4.1 Prior to the commencement of services, and continuing thereafter, Owner shall notify Engineer of any possible health or safety hazard existing on or near the site where services are to be or are being performed by the Engineer or its subcontractors.

4.2 Owner shall provide Engineer with all relevant data and information in its possession relating to the Scope of Work, to the site and to the environmental, topographical, and geo-technical conditions of the site and surrounding area. Owner shall correctly show, on plans to be furnished to Engineer, the locations of surface and subsurface structures, such as pipes, tanks, cables and utilities. Owner shall provide Engineer, in writing, all criteria, design and construction standards, and all other information relating to Owner's requirements for the project. Owner shall give Engineer prompt written notice of any suspected defect in Engineer's services.

SECTION 5. TERMS OF PAYMENT

5.1 Owner shall compensate Engineer for its services in the amount and manner as described in attached Exhibit A.

5.2 Unless otherwise stated or agreed to in writing by both parties, Engineer shall invoice Owner at the end of each month for all services performed under the Scope of Services during that month.

5.3 Terms of payment shall be net thirty (30) days after invoice date of a properly prepared and correct invoice by Engineer. Payment shall be considered made when payment checks are received by the Engineer. Engineer's invoice shall be accompanied by such records or other written proof as Owner deems adequate to verify the billings appearing therein and shall be in a form as may be prescribed by Owner.

SECTION 6. TAXES

Engineer assumes full responsibility for payment of all other federal and state taxes of whatever sort, social security and unemployment compensation taxes, withholding taxes, and all other taxes or charges applicable to Engineer's actions, employees, facilities and materials for performing services hereunder or applicable to Engineer's income hereunder.

SECTION 7. SITE AND LOCAL CONDITIONS

7.1 Engineer has the right to examine the site in order to become acquainted with local conditions and accepts conditions at the site unless otherwise noted in writing to Owner. Any coordination or scheduling of work by Owner shall not relieve Engineer from its responsibilities specified hereunder.

7.2 Necessary arrangement for access to any site by Engineer's employees will be made with Owner. Owner reserves the right to withhold, or to withdraw approval for, access to its premises of any person for any reason considered sufficient by Owner. Owner shall promptly notify Engineer in the event access is denied, shall give Engineer a reason for the access denial, and shall make every effort to assist the Engineer in resolution of the concern which prompted the access denial. Unreasonable continued denial of access by the Owner shall result in a breach of this agreement.

SECTION 8. INSURANCE

8.1 Engineer shall carry and maintain in force at all times relevant hereto, at Engineer's expense, insurance of the type and of minimum coverage limits as follows:

1. Workers Compensation - Statutory
Employer's Liability - Limits as required by the State of Texas.

2. Comprehensive General Liability, Bodily Injury and Property Damage including contractual liability in a combined single limit - \$1,000,000 per occurrence.

3. Comprehensive Automotive Liability, Bodily Injury and Property Damage in a combined single limit - \$1,000,000 per accident.

8.2 Certificates of insurance in a form acceptable to Owner, evidencing the coverage required above, shall be made available to Owner upon request. In the event any subcontractor is employed, with or without Owner consent, for the services covered in this Agreement, Engineer assumes full responsibility to ensure that the subcontractor's services are covered by the same insurance limits as set forth herein.

SECTION 9. ASSIGNMENT AND SUB-CONTRACTING/THIRD PARTY RIGHTS

The rights and obligations covered herein are personal to each party hereto and not to any third party and for this reason neither this Agreement nor any contract hereunder shall be assignable by either party in whole or in part.

SECTION 10. NONDISCLOSURE

If so requested by Owner in writing, Engineer agrees not to disclose to others (a) the fact that Owner purchased or plans to purchase services from Engineer or (b) the results of services performed herein except when such disclosure is necessary to perform services required under this Agreement or as required by law.

SECTION 11. INDEPENDENT CONTRACTOR

It is understood that all employees engaged under this Agreement are and shall be considered to be the employees of Engineer, and that none of said persons engaged under the Agreement shall be regarded as employees of Owner in any instance. Further, Engineer alone is responsible for the

employment, control, and conduct of its employees. Engineer's relationship to Owner under this Agreement shall be that of an independent contractor and nothing in this Agreement shall be construed to constitute Engineer, or any of its employees, as an agent, associate, joint venturer or partner of Owner.

SECTION 12. DELAYS

Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of either party which could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusual weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts or other disturbances, protest demonstrations, unanticipated site conditions and instability, which prevent Engineer's ability, after reasonable diligence, to supply personnel, equipment or materials to the work site. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume, as soon as is reasonably possible, the normal pursuit of the services under the Agreement. Delays within the scope of this article which cumulatively exceed forty-five days shall, at the option of either party, make the Agreement subject to termination or renegotiation.

SECTION 13. AUTHORITY

The parties hereby represent that they have full power and authority to enter into and perform this Agreement and the parties know of no agreements, contracts, promises or undertakings which would prevent the full execution and performance of this Agreement.

SECTION 14. RESERVATION OF RIGHTS

Owner's or Engineer's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to

it, nor shall such waiver operate to waive such party's rights to any remedies due to a future breach, whether of a like or different character.

SECTION 15. ACTIONS

15.1 All legal actions by either party shall be brought only in the courts of the State of Texas, sitting in Taylor **County**, Texas.

15.2 The prevailing party in any such action shall be entitled to recover reasonable attorney's fees.

SECTION 16. SEVERABILITY

In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provisions of this Agreement either void or unenforceable. All provisions which are void or unenforceable shall not substantially affect the rights or obligations granted to or undertaken by either party.

SECTION 17. TERMINATION

17.1 The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

17.2 The Engineer, upon termination, shall be paid for all services rendered through the date of termination together with additional expense and reimbursable expense then due. Termination expenses are in addition to compensation for services and include expenses which are directly

attributable to termination. Payment shall be made in full at time of termination.

SECTION 18. NOTICE

Any notice required under this Agreement will be in writing and given either personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed to the parties as follows:

If to Owner: Town of Lakewood Village
100 Highridge Dr.
Lakewood Village, TX 75068
Tel (972) 294-5555

If to Engineer: Enprotec / Hibbs & Todd, Inc.
402 Cedar Street
Abilene, Texas 79604
Tel (325) 698-5560

All notices shall be effective upon the date of receipt.

SECTION 19. ENTIRE AGREEMENT

This Agreement and the exhibits hereto represent the entire agreement between Owner and Engineer with respect to the subject matter hereof and the services described therein, and supersedes all prior or contemporaneous representations, communications, agreements or understandings, whether oral or written. No changes or modifications shall be made to this Agreement or any exhibit unless reduced to writing which clearly states that it is an amendment or change to this Agreement or the respective agreement, signed by both of the parties hereto.

EXHIBIT A
SCOPE OF SERVICES
FOR
NEW DRINKING WATER WELL
April 7, 2022

This Exhibit A is part of the Agreement between Enprotec / Hibbs & Todd, Inc. (Engineer) and the Town of Lakewood Village (Owner) for a project generally described as:

Design, Bidding and Construction Phase Services for a new 500 gallons-per-minute (gpm) drinking water well for the Town of Lakewood Village. The well is anticipated to be drilled into the Twin Mountain aquifer. Piping downstream from the wellhead will be completed by others and is not a part of this contract.

SCOPE OF SERVICES

The Engineer agrees to furnish the Owner with the following specific services:

BASIC ENGINEERING SERVICES

TASK 1 FINAL DESIGN PHASE

- 1.1 Coordination with the North Texas Groundwater District (NTGWD).
 - 1.1.1 Development of updated Hydrogeological Report pursuant to the rules and regulations set forth by the NTGWD.
 - 1.1.2 Coordination with NTGWD regarding current rules and regulations for wells.
- 1.2 Coordination with the Town of Lakewood Village regarding sanitary control easements for proposed well.
- 1.3 Prepare 60% design (Level 1) Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - 1.3.1 Detailed Design – Construction Contract Documents Level 1 (60% Design)
 - a. Construction documents will be prepared for the purposes of procuring a qualified contractor to perform the work. The Level 1 deliverables are as follows:
 - Site plan.
 - Grading plan, as necessary.

- General site arrangements.
 - Opinion of Probable Construction Cost update.
 - Project schedule update.
 - Project trend register update identifying changes to scope affecting cost or schedule.
- 1.4 Prepare 60% design (Level 1) Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
- 1.5 Prepare 90% design (Level 2) Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
- 1.5.1 Detailed Design - Construction Documents Level 2
- a. Level 2 design shall commence after Level 1 deliverables have been submitted to the Owner. Level 2 deliverables are as follows:
- Sections and details.
 - Power plan.
 - Duct bank locations.
 - Opinion of Probable Construction Cost update.
 - Project schedule update.
 - Project trend register update identifying changes to scope affecting cost or schedule.
- 1.6 Prepare 90% design (Level 2) Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
- 1.7 Prepare Final (100%) design (Level 3) Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
- 1.7.1 Detailed Design - Construction Documents Level 3
- a. Level 3 design shall commence after Level 2 deliverables have been submitted to the Owner. Level 3 deliverables are as follows:
- Final review set of drawings.
 - Final review set of specifications and construction contract documents.
 - Opinion of Probable Construction Cost update.
 - Constructability review.
 - Project schedule update.
 - Project trend register update identifying changes to scope affecting

cost or schedule.

- 1.8 Prepare Final (100%) design (Level 3) Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
- 1.9 Project Management and QA/QC Control:
 - 1.9.1 Conduct monthly project update meetings with the Owner, as necessary.
 - 1.9.2 Provide project management activities to properly plan the work, sequence, manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.
 - 1.9.3 Conduct internal team coordination meetings as required to accomplish the work.
 - 1.9.4 Coordinate, prepare, and review monthly invoices for payment.
 - 1.9.5 Maintain and update on a monthly basis, an action item log, a decision log, and project change log.

Engineer's services under the Final Design Phase will be considered complete on the date when the revised final design phase documents, Opinion of Probable Construction Cost, and any other final design phase deliverables have been delivered to the Owner.

TASK 2 BIDDING OR NEGOTIATING (CONTRACTOR PROCUREMENT) PHASE

- 4.1 For traditional bidding of projects after acceptance by Owner of the Bidding Documents and the most recent Opinion of Probable Construction Cost as determined in the Final Design Phase, Engineer shall:
 - 4.1.1 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - 4.1.2 Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 - 4.1.3 Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 - 4.1.4 Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

- 4.2 For alternative delivery methods: Title 10, Subtitle F, Chapter 2269 of the Texas Government Code establishes contracting and delivery procedures for construction projects. Upon notification to the Engineer by the Owner to proceed with procurement using an alternative delivery method under applicable State law, Engineer will:
- 4.2.1 Conduct a one-day workshop with the Owner to develop criteria to be used in the selecting of a Contractor using alternative delivery methods in accordance with State law. Support Owner at Council Meeting(s) for Council action necessary to use an alternative delivery method.
 - 4.2.2 Based on the results from the workshop, prepare documents as applicable to the alternative delivery method to be utilized.
 - 4.2.3 Engineer's Technical Director and Project Manager will serve on any Selection Committee established as a part of the alternative delivery method selection process as non-voting members. The other members of the Selection Committee will be appointed by the Mayor. As members of the Selection Committee, Engineer's personnel will:
 - a. Review submittals that are received by the Owner in response to the Owner's solicitation.
 - b. Provide the Selection Committee with an independent and experience-based assessment of each submittal, including the identification of items or issues which may impact a selection process.
 - c. Provide an independent opinion as to how the submittal represents the interests of the Owner and which respondents should be asked to interview with the Owner, if applicable.
 - d. Advise and assist the Selection Committee in the preparation of short-listed firm interview questions, if applicable.
 - e. Provide an independent opinion of each short-listed firm's interview information, including project understanding, project approach, responses to questions, and each demonstrated aptitude and attitude toward assuring the interests of the Owner are met.
- 4.3 Project Management:
- 4.3.1 Conduct monthly project update meetings with the Owner, as necessary.
 - 4.3.2 Provide project management activities to properly manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.
 - 4.3.3 Conduct internal team coordination meetings as required to accomplish the work.

4.3.4 Coordinate, prepare, and review monthly invoices for payment.

4.3.5 Maintain and update on a monthly basis, an action item log, a decision log, and project change log.

The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

TASK 3 CONSTRUCTION PHASE

Upon successful completion of the Bidding and Negotiating Phase, Engineer shall:

3.1 *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions of the Construction Documents. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

3.1.1 *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform construction materials testing services.

3.1.2 *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

3.1.3 *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

3.1.4 *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

3.1.5 *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith.

3.1.6 *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

3.1.7 *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in

accordance with the Contract Documents to obtain final payment.

3.1.8 *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company of Contractor and on behalf of Owner, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

3.1.9 *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in written form that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

3.2 *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:

3.2.1 Make visits to the Site as necessary. Engineer shall also visit the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

3.2.2 The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure

of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- 3.2.3 *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
 - 3.2.4 *Defective Work.* Engineer will have the authority to reject Contractor's Work while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
 - 3.2.5 *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders *authorizing* minor variations in the Work from the requirements of the Contract Documents.
 - 3.2.6 *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 3.3 *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design *concept* of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

3.3.1 *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and *equipment* proposed by Contractor.

3.4 Project Management:

3.4.1 Conduct construction status meetings with the Owner, as necessary.

3.4.2 Provide project management activities to properly manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.

3.4.3 Conduct internal team coordination meetings as required to accomplish the work.

3.4.4 Coordinate, prepare, and review monthly invoices for payment.

3.4.5 Maintain and update on a monthly basis, an action item log, a decision log, and project change log.

Duration of Construction Phase. The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors.

Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

TASK 4 SPECIAL SERVICES

The following Special Services are agreed to between the Owner and Engineer as essential components for successful completion of the Project. These Special Services shall be provided by the Engineer as a part of the Basic Engineering Services set forth in this Exhibit A.

4.1 Surveying and Sanitary Control Easements

4.1.1 Engineer shall provide design surveying services.

4.1.2 Engineer shall provide exhibits needed for sanitary control easements.

4.2 Permitting

4.2.1 Engineer shall develop necessary permitting documents for any authorities having jurisdiction. All fees shall be paid by the Town of Lakewood Village.

- 4.3 Preparing and furnishing to Owner Record Drawings shown appropriate record information based on Project annotated record documents received from Contractor.

COMPENSATION FOR SERVICES

Compensation for the services described in this Scope of Services will be as follows:

1. Within the Notice to Proceed for the Project, Owner shall pay Engineer for services set forth in Exhibit A (Basic Services), Task 1 (Final Design Phase Services), Task 2 (Bidding Phase Services), and Task 3 (Construction Phase Services) at a Lump Sum Amount of \$408,560 based on the following distribution of compensation:

• Task 1 (Final Design Phase Services):	\$314,930
• Task 2 (Bidding Phase Services):	\$19,130
• Task 3 (Construction Phase Services):	\$74,500

- a. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated into the Lump Sum to account for labor, overhead, profit and direct expenses.
 - b. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the monthly billing period to the Lump Sum.
2. Owner shall pay Engineer for services set forth in Exhibit A, Task 4 (Special Services) on a time and materials basis not to exceed \$55,490 as follows:

- a. For labor on an hourly basis in accordance with the included Schedule of Charges. The hourly rate schedule will be adjusted each January 1st beginning January 1, 2023, to reflect cost of living adjustments, limited to a maximum increase of 5% per year.
- b. Sub-consultants will be billed on the basis of cost times a factor of 1.1.
- c. Subtask budgets are itemized below. Engineer may alter the distribution of compensation between the identified Subtasks to be consistent with services actually rendered but shall not exceed the amount of \$55,490 for all Special Services provided under Task 4.

4.1	Surveying and Sanitary Control Easements:	\$40,400
4.2	Permitting	\$7,600
4.3	Record Drawing Development:	\$7,490

Enprotec / Hibbs & Todd, Inc.
CURRENT HOURLY CHARGES FOR PROFESSIONAL SERVICES (2022)*

Charges include all salaries, salary expense, overhead, and profit.

Principal.....	\$ 230.00 per hour
Senior Project Manager	190.00 per hour
Project Manager	170.00 per hour
Senior Engineer / Geologist.....	150.00 per hour
Project Engineer / Geologist.....	135.00 per hour
Staff Engineer I / Geologist I.....	120.00 per hour
Staff Engineer II / Geologist II.....	105.00 per hour
RPLS I	155.00 per hour
Operations Specialist / Regulatory Compliance Specialist	150.00 per hour
Contract Operator (Certified Class A/B Operator	120.00 per hour
Contract Operator (Certified Class C/D Water Operator)	100.00 per hour
Engineering / Field Technician I.....	135.00 per hour
Engineering / Field Technician II.....	110.00 per hour
Engineering / Field Technician III.....	85.00 per hour
Survey Tech I.....	85.00 per hour
Survey Tech II.....	65.00 per hour
CAD I.....	130.00 per hour
CAD II.....	100.00 per hour
CAD III.....	65.00 per hour
Administrative	70.00 per hour
Survey Party	225.00 per hour - 3 man
.....	200.00 per hour - 2 man
.....	175.00 per hour - 1 man

Expense Items

Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips).....	Actual cost

*Engineer reserves the right to increase these rates annually on January 1st of each year. Engineer shall not increase rates by more than 5% each year.

New 500 gpm Drinking Water Well

Town of Lakewood Village

Prepared by:	JSH
Date:	4/8/2022



Budget Hours

Rates		Project Principal \$230	Sr. Project Manager \$190	Project Manager \$170	GPS Survey Crew \$200	Staff Engineer \$120	Operations Specialist \$150	CAD 1 \$130	CAD 2 \$100	Engineering Technician \$135	Admin. Assistant \$70	Electrical Engineer \$190	Hydrogeologis Sub 1.1	Structural Engineer 1.1	Expenses 1.0	Budgeted Task Cost	
ENGINEERING TASKS																	
1	Final Design																\$314,930.00
1.1	Prepare for and attend Kick-Off Meeting		10	8		8										\$600	\$4,820.00
1.2	Coordination with Groundwater District		40	40		50											\$20,400.00
1.3	Coordination for Sanitary Control Easements		40	40		60											\$21,600.00
1.4	Water quality analysis and coordination		40	40													\$14,400.00
1.5	Prepare 60% Drawings		60	80		80	40	16	60			32					\$54,760.00
1.6	Prepare 60% Specifications		16	32		32	30				8	24					\$21,940.00
1.7	City Review Meeting		10	10		10										\$600	\$5,400.00
1.8	Prepare 90% Drawings		24	32		32	40	8	40			12					\$27,160.00
1.9	Prepare 90% Specifications		8	20		20	30				12	12					\$14,940.00
1.10	Prepare Final Drawings		40	50		60	40	8	24		2	8				\$500	\$34,900.00
1.11	Prepare Final Specifications		30	40		50	30				10	8				\$250	\$25,470.00
1.12	TCEQ Review Submittal		16	30			20				2					\$100	\$11,380.00
1.13	Hydrogeologist Subconsultant												\$50,000				\$55,000.00
1.14	QA/QC	12															\$2,760.00
2	Bidding																\$19,130.00
2.1	Bidding Document Development		16	8		16					8						\$6,880.00
2.2	Pre-Bid Meeting		8	8		8										\$500	\$4,340.00
2.3	Addenda and Questions		12			16					4						\$4,480.00
2.4	Evaluation and Recommendation		8	8		4					1						\$3,430.00
3	Construction Phase Services																\$74,500.00
3.1	Pre-Construction Conference		10	10		10										\$500	\$5,300.00
3.3	Construction Administration		50	60		80											\$29,300.00
3.4	Review Submittals and RFIs		16	40		40											\$14,640.00
3.6	Construction Status Meetings and Engineer Site Inspections		50			50										\$1,500	\$17,000.00
3.7	Pre-Final / Final Inspection		20			20					8					\$1,500	\$8,260.00
4	Additional Services																\$55,490.00
4.1	Survey and Sanitary Control Easement Development			120	80											\$4,000	\$40,400.00
4.2	Permitting		40														\$7,600.00
4.3	Record Drawings							12	35	18							\$7,490.00
Total Hours		12	564	676	80	646	230	44	159	18	55	96	\$50,000	\$0	\$10,050		\$464,050.00
																TOTAL FEE	\$464,050.00



MEMORANDUM

TO: Town Council
 CC: Linda Ruth
 FROM: Dr. Mark E. Vargus, Mayor
 DATE: April 10, 2022
 RE: Midyear Financial Report

Now that we have completed the second quarter of fiscal 2022, we examine the budget and actuals and make any material amendments. The "big ticket" items are now known. We have made our principal payments on our bonds; we have received 97% of our property taxes; we have received 90 percent of our franchise fees; and the bump in sales taxes due to the holidays has been received.

External Effects not included in this years budget.

1. Ed Bell delayed the road completion until October 2021; thus, our final road payment of \$256,615 occurred in this fiscal year (we capitalized it and accrued it in last years financials).
2. Corson and Cramer Development (CCD) is required to pay the Town the **PID Fee** of approximately \$1,450,000. This is due once the PID bonds are issued in June/July 2022.
3. CCD has been invoiced for \$132,871 to pay the Town the **Bond Fee** pursuant to Section 4.2 of the developer Agreement. This is the financing cost attributable to the spread between Non-bank qualified and Bank Qualified municipal debt.

Proposed Budget Amendment

General Fund

I am proposing the following changes. They will result in a net ZERO change in the overall budget

	<u>Revenues</u>		<u>Expenditures</u>
Sales Tax	60,000 → 80,000	Town Hall Improve.	4,000 → 47,000
Building Permits	40,000 → 50,000	Town Maintenance	2,000 → 12,000
Miscellaneous	3,000 → 40,000	Road CAPX	0 → 14,000
TOTAL CHANGE	+ 67,000	TOTAL CHANGE	+ 67,000

The increase in Miscellaneous revenue and Town Hall Improvements are due to insurance proceeds from the recent hail damage. The increase in Town Maintenance is due to the restocking of the snow/ice melt materials. Road CAPX is the replacement of the drainage pipe on Highridge.

Utility Fund

If we compare current revenues to the prior year we find that Water revenue is up 29.8 percent (\$108,762 this year versus \$83,789 last year); Sewer revenue is up 4 % (\$65,493 versus \$62,999); garbage revenues are up by 4.2 % (\$34,151 versus \$32,770); and late fees are running 1.5 percent higher.

I am proposing the following changes. They will result in a net ZERO change in the overall budget

	<u>Revenues</u>		<u>Expenditures</u>
Water Revenue	200,000 → 210,000		Operator Salaries. 42,000 → 75,000
Miscellaneous	1,000 → 121,000		Water Repairs 10,000 → 50,000
			Chemicals Sewer 2,500 → 6,500
			CAPX Sewer 0 → 28,000
			<u>CAPX ARPA 0 → 25,000</u>
<hr/> TOTAL CHANGE	<hr/> + 130,000		<hr/> TOTAL CHANGE + 130,000

The increase in Miscellaneous revenue is due to our upcoming second tranche of ARPA funds. The Water repairs are due to approximately \$50,000 spent on Well #2 repairs and plugging. Operator Salaries are due to the costs of bringing the wastewater plant into compliance. Chemicals Sewer are higher due to the new additives that we are using at the plant. CAPX sewer is primarily due to the purchase of a new blower motor and the installation of new air drops. The CAPX ARPA is the costs incurred from installing new taps and extending our water/wastewater services.

Overall, we are having a very good year. These amendments are primarily due to significant events that were not anticipated. We have both positive and negative variances, however, **there is NO NET EFFECT on the Town's financial position.**

I look forward to your comments.



GF Revenues Worksheet

		Amendment	2022 Budget	2022 YTD 4/1	2021 Budget	2021 Actual	2020 Budget	2020 Actual
REVENUES								
	Property Tax (@\$125M)		\$312,500	\$318,735	\$275,000	\$277,899	\$271,000	\$271,328
	Debt Servicing (\$0.20 @ 125M)		\$250,000	\$255,274	\$220,000	\$222,604	\$178,200	\$183,986
	Property Taxes		\$562,500	\$574,009	\$495,000	\$500,503	\$449,200	\$455,314
	Franchise Fee		\$38,000	\$34,496	\$37,000	\$39,498	\$34,000	\$41,249
	Sales Tax	\$80,000	\$60,000	\$50,211	\$40,000	\$63,028	\$30,000	\$52,547
	Court Costs Fees							
	Mowing Abatement Fees							
	Code Enforcement							\$2,516
	Lien Receipts		\$3,000	\$1,254	\$3,000	\$4,711	\$3,000	\$4,972
	Fines & Forfeitures		\$3,000	\$1,254	\$3,000	\$4,711	\$3,000	\$7,488
	Building Permits- New	\$50,000	\$40,000	\$47,920	\$30,000	\$52,722	\$30,000	\$54,304
	Sprinkler Permits		\$600	\$300	\$600	\$1,075	\$400	\$750
	Fence Permits		\$100	\$325	\$400	\$200	\$400	\$750
	Reinspect Fees		\$2,000	\$2,025	\$2,000	\$6,450	\$1,500	\$6,100
	Pool Permits		\$1,000	\$1,400	\$1,000	\$3,500	\$1,000	\$1,050
	Flatwork Permits		\$300	\$250	\$300	\$650	\$800	\$500
	Plumbing Permit		\$1,000	\$550	\$1,000	\$1,150	\$1,500	\$925
	Electrical Permits		\$700	\$375	\$700	\$1,000	\$1,000	\$450
	Building Permits - Remodel		\$3,000	\$0	\$2,000	\$24,606	\$2,000	\$3,150
	Miscellaneous Permits		\$1,000	\$600	\$1,000	\$1,375	\$1,500	\$1,650
	Preliminary Plat Fees			\$5,000				\$3,400
	Licenses & Permits		\$49,700	\$58,745	\$39,000	\$92,728	\$40,100	\$73,029
	CO/CSI Inspections		\$2,000	\$1,375	\$2,000	\$2,550	\$2,400	\$2,350
	Contractor Registrations							
	Replatting Fees					\$750		
	Pet Registration					\$10		\$10
	Town Hall							\$50
	Fees & Service Charges		\$2,000	\$1,375	\$2,000	\$3,310	\$2,400	\$2,410
	Interest		\$2,500	\$1,352	\$6,000	\$5,136	\$6,000	\$8,133
	Miscellaneous Revenues	\$40,000	\$3,000	\$2,683	\$3,000	\$990	\$3,000	\$3,565
	NonOperating Cash Flows							
	Asset Sales							\$44,979
	Developer Agreement							\$72,000
	Reimbursements MDD			\$8,925		\$12,318		
	Reimbursements			\$750		\$29,322		\$9,404
	TOTAL OPERATING FUNDS		\$720,700	\$724,125	\$625,000	\$751,544	\$567,700	\$643,735
	Utility Fee for Services-LWV		\$50,000	\$37,500	\$50,000	\$50,000	\$45,000	\$50,000
	Utility Fee for Services-Rocky Pt		\$10,000	\$7,500	\$4,400	\$6,400	\$4,400	\$4,400
	Transfers In		\$60,000	\$45,000	\$54,400	\$56,400	\$49,400	\$54,400

GF Expenses Worksheet

		2022 Budget	2022 YTD 4/1	2021 Budget	2021 Actual	2020 Budget	2020 Actual
Amendment							
Expenditures							
Office Supplies		\$2,000	\$349	\$1,400	\$2,587	\$1,500	\$569
Postage		\$100	\$68	\$100	\$7	\$0	\$76
Computers Maintenance		\$1,000	\$312	\$1,000	\$2,870	\$2,000	\$127
Publishing		\$500	\$1,983	\$500	\$476	\$500	\$600
Elections		\$0	\$12	\$0	\$0	\$4,500	\$0
Software Licensing		\$1,200	\$544	\$1,200	\$1,488	\$1,000	\$1,396
Town Engineer							\$5,895
Attorney Fees		\$15,000	\$11,688	\$25,000	\$17,528	\$20,000	\$29,272
Accounting Fees		\$15,350	\$16,150	\$12,000	\$15,350	\$12,000	\$12,100
Animal Control		\$0		\$200	\$0	\$300	\$140
Parks/Recreation/Playground						\$3,000	
Town Hall Improvements	\$47,000	\$4,000	\$10,494	\$4,000	\$10,858	\$4,000	\$6,768
Telephone/Telecom		\$2,000	\$919	\$2,000	\$2,118	\$2,000	\$1,503
Electricity		\$6,000	\$2,224	\$6,000	\$5,093	\$6,500	\$4,477
Propane		\$600	\$758	\$600	\$742	\$600	\$441
Payroll		\$80,000	\$38,287	\$77,000	\$79,866	\$69,000	\$59,525
Benefits - Insurance		\$11,000	\$6,527	\$11,000	\$11,332	\$9,000	\$8,919
Payroll Tax Expense		\$8,500	\$4,660	\$7,500	\$9,668	\$5,300	\$6,007
Benefits- Retirement		\$7,200	\$0	\$7,100	\$7,100	\$6,900	\$6,900
Contract Labor					\$6,611		
Appraisal District		\$2,000	\$1,711	\$2,000	\$2,869	\$2,000	\$2,031
Town Functions		\$0		\$0	\$0	\$500	\$0
Continuing Education		\$1,000	\$825	\$1,000	\$1,011	\$1,000	\$921
Travel Meeting Expenses		\$3,000	\$2,275	\$3,000	\$4,136	\$2,500	\$2,377
Membership Dues		\$1,200	\$951	\$1,200	\$1,201	\$1,000	\$946
Contingency Fund		\$3,000	\$3,685	\$3,000	\$1,279	\$3,000	\$2,328
Municipal Court							
Lien Recording Fees		\$200	\$130	\$200	\$412	\$100	\$556
Abatements			\$200		\$1,425		\$2,975
General Government		\$164,850	\$104,752	\$167,000	\$186,027	\$158,200	\$156,849
Fire/EMS		\$46,000	\$30,420	\$30,000	\$31,500	\$30,000	\$30,000
Public Safety		\$46,000	\$30,420	\$30,000	\$31,500	\$30,000	\$30,000
Building Inspections		\$20,000	\$10,625	\$16,000	\$29,300	\$15,000	\$19,200
Town Maintenance	\$12,000	\$2,000	\$12,065	\$2,000	\$4,214	\$7,000	\$4,211
Town Mowing		\$6,000	\$0	\$6,000	\$6,462	\$4,000	\$11,463
Public Works		\$28,000	\$22,690	\$24,000	\$39,976	\$26,000	\$34,874
Casualty Expense - Reimbursable					\$54,900		
Capital Improvements - Road	\$14,000		\$13,649	\$375,000		\$74,000	\$0
Capital Improvements					\$9,200		\$10,495
Drainage Improvements			\$122			\$0	\$0
Capital Outlay		\$0	\$13,771	\$375,000	\$64,100	\$74,000	\$10,495
TOTAL EXPENSES		\$238,850	\$171,633	\$596,000	\$321,603	\$288,200	\$232,218
Debt Servicing (Principle)		\$248,000	\$248,000	\$183,000	\$183,000	\$163,000	\$163,000
Debt Servicing (Interest)		\$166,975	\$85,286	\$226,176	\$226,176	\$15,612	\$8,617
TOTAL EXPENDITURES		\$653,825	\$504,919	\$1,005,176	\$730,779	\$466,812	\$403,835

Utility Fund Revenues Worksheet

		2022 Budget	2022 YTD 4/1	2021 Budget	2021 Actual	2020 Budget	2020 Actual
REVENUES	Amendment						
<i>Water Revenue</i>	\$210,000	\$200,000	\$108,762	\$185,000	\$184,691	\$165,000	\$201,962
<i>Sewer Revenue</i>		\$135,000	\$65,493	\$116,000	\$127,509	\$108,000	\$113,237
<i>Solid Waste</i>		\$67,500	\$34,151	\$67,000	\$66,041	\$50,000	\$59,093
Late Fees		\$4,000	\$1,591	\$4,000	\$3,229	\$4,000	\$4,077
Water Tap Fees		\$8,000	\$2,000	\$6,300	\$14,000	\$6,300	\$13,875
Meter Set Fees		\$1,560	\$1,560	\$1,560	\$2,730	\$1,560	\$3,120
Sewer Tap Fees		\$6,200	\$1,550	\$5,100	\$9,300	\$5,100	\$11,025
<i>Fees and Services</i>		\$19,760	\$6,701	\$16,960	\$29,259	\$16,960	\$32,097
Reimbursed Expenses			\$1,000		\$4,438		\$2,360
Miscellaneous	\$121,000	\$1,000	\$236	\$1,040	\$119,433	\$1,000	\$167
<i>Other Income</i>		\$1,000	\$1,236	\$1,040	\$123,871	\$1,000	\$2,527
<i>Interest</i>		\$2,000	\$947	\$2,000	\$2,368	\$2,000	\$2,346
TOTAL OPERATING FUNDS		\$425,260	\$217,290	\$388,000	\$533,739	\$342,960	\$411,262

Utility Fund Expenses Worksheet

		2022 Budget	2022 YTD 4/1	2021 Budget	2021 Actual	2020 Budget	2020 Actual
	Amendment						
Expenditures							
Operator Salaries	\$75,000	\$42,000	\$42,400	\$40,800	\$48,799	\$40,800	\$40,969
Engineer			\$600		\$3,410		
Attorney			\$338		\$13,479		
Contract Services		\$42,000	\$43,338	\$40,800	\$65,688	\$40,800	\$40,969
Office Supplies		\$1,500	\$1,730	\$2,200	\$1,061	\$2,000	\$2,005
Postage		\$1,500	\$910	\$1,250	\$1,542	\$1,500	\$1,300
Insurance		\$7,000	\$8,671	\$6,500	\$6,571	\$6,300	\$6,439
TCEQ Licensing Fees (Water)		\$2,000	\$598	\$700	\$1,848	\$588	\$1,070
TCEQ Licensing Fees (Sewer)		\$1,500	\$1,459	\$1,250	\$4,008	\$1,250	\$1,250
Computer and Software Licensing Fees		\$2,000	\$587	\$1,300	\$2,281	\$1,300	\$1,420
Sewer Scheduled Maintenance		\$10,000	\$13,637	\$10,000	\$7,724	\$6,000	\$4,525
Water Scheduled Maintenance		\$5,000	\$6,950	\$5,000	\$3,000	\$40,000	\$1,760
Laboratory (Sewer)		\$8,000	\$3,797	\$5,000	\$8,648	\$4,000	\$5,622
Laboratory (Water)		\$1,200	\$1,380	\$1,000	\$2,378	\$1,200	\$445
Electricity (Water)		\$15,000	\$7,578	\$15,000	\$17,826	\$15,000	\$17,854
Electricity (Sewer)		\$20,000	\$11,497	\$20,000	\$21,880	\$17,000	\$18,658
Payroll						\$2,000	\$350
Administrative		\$74,700	\$58,794	\$69,200	\$78,767	\$98,138	\$62,698
Water Repairs	\$50,000	\$10,000	\$37,059	\$10,000	\$10,228	\$10,000	\$12,881
Sewer Repairs		\$10,000	\$13,978	\$10,000	\$11,480	\$10,000	\$16,693
Meter Set Fee		\$1,180	\$590	\$1,000	\$2,965	\$2,000	\$1,180
Water/Sewer Tap Install			\$0				\$15,949
Water Equipment		\$5,000	\$1,028	\$5,000	\$6,075	\$9,000	\$1,420
Sewer Equipment					\$4,774		\$484
Chemicals (Water)		\$2,500	\$477	\$2,000	\$1,757	\$1,500	\$2,681
Chemicals (Sewer)	\$6,500	\$2,500	\$4,746	\$2,000	\$3,764	\$1,500	\$1,627
Sludge Removal (Sewer)		\$2,400	\$1,950	\$1,000	\$23,463	\$1,200	\$300
Sewer Line Camera					\$790		\$2,550
Repairs and Maintenance		\$33,580	\$59,828	\$31,000	\$65,296	\$35,200	\$55,765
Contingency Fund (miscellaneous)		\$2,000	\$1,939	\$2,000	\$3,006	\$2,000	\$6,365
Garbage Collections		\$55,000	\$24,468	\$55,000	\$60,716	\$48,000	\$45,636
Capital Improvements Water				\$47,000	\$5,430	\$25,000	\$101,926
Capital Improvements Sewer	\$28,000		\$28,277	\$50,000	\$43,523	\$20,000	\$20,146
CAPX ARPA	\$25,000		\$24,528		\$71,859		
Capital Improvements Cap. Study			\$34,650				
Capital Improvements		\$0	\$87,455	\$97,000	\$120,812	\$45,000	\$122,072
TOTAL EXPENDITURES		\$207,280	\$275,822	\$295,000	\$394,285	\$269,138	\$333,505
Transfers: Out							
Fee for Administrative Services		\$50,000	\$37,500	\$50,000	\$50,000	\$45,000	\$37,500
TOTAL EXPENDITURES		\$257,280	\$313,322	\$345,000	\$444,285	\$314,138	\$371,005

Investment Report 4/1/22

Depository - Point Bank		
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	31-Dec-21	31-Mar-22
General Fund	\$24,415	\$28,882
General Fund Reserve	\$264,955	\$94,463
Tax	\$152,368	\$8,867
<i>TOTAL Unrestricted</i>	\$441,738	\$132,212

Utility Fund	\$20,842	\$6,801
Utility Fund Reserve	\$254,819	\$24,859
Credit Card Account	\$16,629	-
Rocky Point Operating	\$1,497	\$500
Rocky Point Reserve	\$14,777	\$11,240
<i>TOTAL Proprietary</i>	\$308,564	\$43,400

Debt Servicing	\$122,182	\$70,574
MDD	\$43,047	\$44,180
<i>TOTAL Restricted</i>	\$165,229	\$114,754

TOTAL Depository Funds	\$915,531	\$290,366
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TexPool Prime		
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	31-Dec-21	31-Mar-22
General Reserve	\$10,022	\$400,151
Utility Reserve	\$10,024	\$200,088
TOTAL	\$20,046	\$600,239
<i>Yield</i>	<i>0.0904%</i>	<i>0.4180%</i>

Grand Totals		
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	31-Dec-21	31-Mar-22
	\$935,577	\$890,605

Bond Payments Due August 1	
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GF Series 2014	\$3,602
GF Series 2020	\$78,088
UF Series 2022	\$65,965

Delinquent Taxes 7 @ \$9193

Town of Lakewood Village, Texas Debt Model

General Fund Debt Service				Utility Fund Debt Service	
Fiscal Year Ending 9/30	CO's S-2014	CO's S-2020	Total Debt Service	Fiscal Year Ending 9/30	CO's S-2022
2022	\$ 181,925	\$ 233,050	\$ 414,975	2022	\$ 65,965
2023	183,433	229,300	412,733	2023	199,113
2024	185,831	225,550	411,381	2024	198,113
2025	-	343,675	343,675	2025	309,813
2026	-	339,575	339,575	2026	309,113
2027	-	341,175	341,175	2027	308,213
2028	-	342,375	342,375	2028	307,113
2029	-	343,175	343,175	2029	305,813
2030	-	343,575	343,575	2030	309,213
2031	-	338,675	338,675	2031	307,313
2032	-	338,475	338,475	2032	305,213
2033	-	339,225	339,225	2033	307,813
2034	-	340,975	340,975	2034	310,013
2035	-	342,425	342,425	2035	306,913
2036	-	338,650	338,650	2036	308,513
2037	-	339,650	339,650	2037	305,913
2038	-	340,350	340,350	2038	309,163
2039	-	340,547	340,547	2039	307,188
2040	-	340,234	340,234	2040	305,063
2041	-	-	-	2041	307,713
2042	-	-	-	2042	305,138
2043	-	-	-	2043	307,006
2044	-	-	-	2044	308,231
2045	-	-	-	2045	309,131
2046	-	-	-	2046	309,706
2047	-	-	-	2047	309,956
Total	\$ 551,189	\$ 6,140,656	\$ 6,691,845	Total	\$ 7,542,446



April 6, 2022

Via email: mark@lakewoodvillagetx.us

Dr. Mark Vargus, Mayor
Town of Lakewood Village, Tx
100 Highridge Drive
Lakewood Village, Denton County, Texas

RE: Proposal for Construction Inspection Services
Town of Lakewood Village
JBI Project No. LWV001

Dear Dr. Vargus^{KS}

Thank you for permitting us the opportunity to submit this proposal for Construction Inspection services on single family residential subdivisions. Our proposal includes Construction Inspection for water, sanitary sewer, sewer force main, sewer lift station, drainage and paving improvements within the City and/or ETJ as allowable by law.

SCOPE OF WORK

Construction Inspection – JBI Construction Inspection will observe the construction as indicated in the accepted proposal for the purpose of confirming compliance with approved construction documents, noting non-compliance, and compile all associated documentation. Our scope of work includes:

- A.** Verify construction materials comply with accepted / approved product submittals and project details, and report any deviations.
- B.** Monitor compliance with all accepted safety plans, and report any deviations.
- C.** Monitor/Inspect the installation and testing of the water, sanitary sewer, drainage and street paving. We will not monitor/inspect the testing procedure, but will notify the contractor(s) if testing has not been performed if required.
- D.** We will communicate with the testing technicians to verify testing scopes and frequencies. We will review testing reports and notify you and the contractor(s) of any deficiencies or deviations.
- E.** Attend and perform a final walk through inspection with your representative, construction manager, the contractor(s), and other agency officials; issue the punch list; verify completion of the punch list; and coordinate final acceptance of the project.

Site Visits/Documentation - Written reports will be completed after each visit to document our observations. Weekly inspections will be 3 to 5 days per week with a minimum of 2 hours per visit. Saturday inspection will be considered an additional service and a written request for Saturday inspection must be submitted to JBI no later than noon on Thursday. See "Fees" below.

Defects - Please note that we do not assume any responsibility or liability for such defects or deficiencies or for the failure to so detect. We do not underwrite, guarantee, or ensure the work done by the Contractor(s).

Safety - We do not assume any responsibility for any deviations by the contractors from accepted safety plans or safety standards and regulations. During the course of our construction monitoring we will document and report any deviations noted to onsite personnel and to your construction manager. Construction safety shall remain the sole responsibility of the construction contractor(s).

Submittals - If requested, we will review submittals from construction contractor(s) we will review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the contract documents. Our action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in our professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities.

Liability - We do not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. We shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction liability shall remain the sole responsibility of the construction contractor(s).

FEES

For the scope of work described herein, we propose to be compensated a fee equal to **two and seven tenths (2.7%)** of the total final construction cost including change orders paid at the Town preconstruction meeting with developer and a summary of time and fee will be provided monthly to verify the fee. All additional services will be billed in accordance with our Hourly Fee Schedule, Exhibit "A". Saturday inspections will be billed at **one and one half times (1.5x)** the normal hourly rate shown in Exhibit "A".

Non-labor expenses will be charged at cost plus ten (10%) percent. These expenses include all necessary and related non-labor expenses incurred by JBI Partners, Inc., which are directly chargeable to the work. These generally include expenses for reproduction, deliveries and filing fees.

TERMS AND CONDITIONS

The attached Exhibit "B", Standard Terms and Conditions, outlines other terms and conditions of the proposal.

Services which are not expressly written in this agreement will be considered additional services. JBI Partners, Inc. will not proceed with any additional services without your prior authorization. Some of those services may include: traffic studies, geotechnical studies, off-site improvements design and surveying, perimeter road design and surveying, perimeter utility design and surveying, re-topo of phased improvements, environmental studies, water system flow and pressure studies, storm water pollution prevention plan. Projects which are directed to stop and restart will incur additional cost.

JBI Partners, Inc. is NOT a structural engineering firm and is not responsible for the performance of any structures, including but not limited to building structures and retaining wall(s). JBI does not make recommendations for Corps of Engineer Water of the U.S. delineations. JBI are not soils/geologist and do not make recommendations for "bulking" or "shrinkage" factors for dirt balancing calculations.

This proposal is valid for sixty (60) days from the date of its submittal; if not accepted by the end of the 60-day period, it is subject to change, renegotiation or withdrawal at the option of JBI Partners, Inc.

If this proposal is acceptable, please signify your acceptance below and initial each page of the attached exhibits. Please return one fully executed original to us.

Should you have any questions, please do not hesitate to contact us. Thank you for allowing us to submit this proposal.

Sincerely,

JBI PARTNERS, INC.



Jeff W. Klement, PE
Vice President / Partner



Rodney Beecham
Construction Manager

ACCEPTED this 6th day of April, 2022.

By: Mark E. Vargas Title: MAYOR

Printed name: DR. MARK E. VARGAS

EXHIBIT A

HOURLY FEE SCHEDULE

<u>Title</u>	<u>Hourly Rate</u>
Engineering Principal (PE)	\$280
Project Manager (PE)	\$215
Project Engineer (PE)	\$190
Senior Construction Manager	\$185
Construction Manager	\$170
Inspector	\$130

**EXHIBIT B
STANDARD TERMS AND CONDITIONS**

I. SERVICES TO BE PERFORMED BY JBI PARTNERS, INC.

JBI Partners, Inc. ("JBI") agrees to perform the services as described in the attached letter proposal (the "Proposal"). The "Client" shall be that entity and/or person who executes this proposal.

It is understood and agreed that JBI's services under the Proposal are limited to consulting services to the Client and do not include participation in or control over the operation of any aspect of the project. Compensation on this project does not include any amount for participating in or controlling any such operation.

COMPENSATION

The compensation to be paid to JBI for providing the requested services is specified in the Proposal with estimated amounts for hourly services, and fixed fee amounts for lump sum services. Unless otherwise stated in the Proposal, both lump sum and hourly fee amounts shall remain in effect for one (1) year after the date of the Proposal; thereafter, fees are subject to change upon notification to the Client by JBI.

Services that are performed on an hourly basis will be billed in accordance with the attached Hourly Fee Schedule. Services that are performed on a lump sum basis reflect a fixed price for the service described, and are billed based on percentage of completion.

Reimbursable expenses shall be charged at actual costs plus an administrative charge of ten percent (10%). Reimbursable expenses include all necessary and related non-labor expenses incurred by JBI, which are directly chargeable to the work. These generally include expenses for reproduction, deliveries, filing fees and pass through of sub-consultant fees.

II. INVOICE PROCEDURES AND PAYMENT

JBI shall submit invoices to the Client for work accomplished during each calendar month. JBI will submit invoices on or about the twenty-fifth (25th) day of the month in which the work was accomplished, and shall be due and payable by the Client upon receipt.

The Client hereby agrees that payment as provided herein will be made for said work within thirty (30) days from the date the invoice for same is mailed to the Client or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at eighteen percent (18%) per annum after they have been outstanding for over thirty (30) days. JBI reserves the right to suspend or terminate, at JBI's discretion, all services on the Client's project without notice if an invoice remains unpaid forty-five (45) days after the date of the invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

III. SUSPENSION AND TERMINATION OF WORK

In the event the Client suspends, cancels or terminates JBI's services, JBI shall be given seven (7) days prior written notice of such action and shall be compensated for the services and reimbursable expenses up to the date of suspension, termination or cancellation. The Client understands that the suspension of work by JBI will cause JBI to incur additional costs to suspend and resume work, and the Client agrees to reimburse JBI for such additional costs.

At any time after a suspension of work at the direction of the Client, the Client shall inform JBI of the date when the Client wishes JBI to resume work. The Client shall give JBI reasonable notice of the proposed date of JBI's resumption of work. Before resuming work, JBI shall inform the Client of the additional costs incurred by JBI because of the suspension of work. The Client shall agree with JBI on these additional costs before JBI will resume work. This payment shall be in addition to any other charges

for services. The fee for incomplete portions of the work is subject to renegotiation after a suspension period of one hundred twenty (120) days.

IV. CONTRACTUAL LIEN TO SECURE PAYMENT

The Client hereby grants to JBI a contractual lien in addition to all constitutional, statutory and equitable liens that may exist on the property on which the work is being performed and all improvements thereon, to secure payment for all debts owed, now or in the future, to JBI by the Client including those arising as a result of JBI's services provided in accordance with the Proposal. The Client grants JBI the authority and right to file a copy of the Proposal in the Deed Records of the county or counties where the above project is located to give notice of JBI's lien rights.

V. OWNERSHIP OF DOCUMENTS

The Client acknowledges that JBI's documents, including electronic files, are instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to JBI. The Client shall not reuse or make any modification to the documents without the prior written authorization of JBI. The Client agrees, to the fullest extent by law, to indemnify and hold harmless JBI, its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without written authorization of JBI.

VI. RECORD DOCUMENTS

If professional services are provided related to record documents, JBI shall compile and deliver to the Client a reproducible set of record documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Client and the Client's contractors. These record documents will show significant changes made during construction. Because these record documents are based on unverified information provided by other parties, which JBI shall assume will be reliable, JBI cannot and does not warrant their accuracy.

VII. COST ESTIMATES

The Client hereby acknowledges that JBI cannot warrant or guarantee that any cost estimates provided by JBI will not vary from actual costs incurred by the Client.

VIII. FIDUCIARY RESPONSIBILITY

The Client confirms that neither JBI nor any of the subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by JBI or any of JBI's subconsultants or subcontractors, as a consequence of JBI's providing any services under this Proposal.

IX. STANDARD OF CARE

In providing services under the Proposal, JBI will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. JBI makes no warranties, expressed or implied, in connection with the services rendered pursuant to this agreement.

X. LIMITATION OF LIABILITY

The Client agrees, to the fullest extent permitted by law, to limit the liability of JBI and JBI's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all

claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of JBI and JBI's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$2,000,000 (two million dollars) or three (3) times the Consultant's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

XI. CONSTRUCTION ADMINISTRATION/CONSTRUCTION MANAGEMENT/CONSTRUCTION INSPECTION SERVICES

If construction administration, construction management or construction inspection services are provided, neither the professional activities of JBI, nor the presence of JBI or its employees and subconsultants at a construction/project site, shall impose any duty on JBI, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. JBI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the Contractor shall defend and indemnify the Client, JBI and JBI's subconsultants. The Client also agrees that the Client, JBI and JBI's subconsultants shall be made additional insured's under the Contractor's policies of general liability insurance.

XII. CONSTRUCTION BIDDING/CONTRACTING SERVICES

If professional services are provided for construction bidding and/or contract preparation, JBI shall rely on the Client to furnish a form of owner/contractor agreement. If Client does not have a form of agreement, JBI will provide a form, however it shall be the Client's responsibility to fully understand the owner/contractor agreement. JBI recommends the Client have legal counsel review the agreement. JBI shall not be held responsible for either the Client's or Client's contractors' failure to understand the agreement and related contract documents.

XIII. CONSTRUCTION CONTROL STAKING SERVICES

If professional services are provided for construction control staking, JBI will rely solely on the requests of the Client, Client's construction manager and/or Client's contractors to notify JBI when stakes are needed. The Client, Client's construction manager and/or Client's contractors shall give JBI forty-eight (48) hours notification of needed staking.

JBI will provide construction control stakes as outlined in the proposal. The Client, Client's construction manager and/or Client's contractors shall field review the construction control staking, with the plans, prior to construction and shall notify JBI of any questions before construction commences. JBI shall not be responsible for any construction errors or omissions that result from any contractor on the project using only construction control stakes to build by, and not referring to the construction documents.

XIV. ASSIGNMENT

Neither the Client nor JBI will assign or transfer its interest in the Proposal without the written consent of the other.

XV. CLIENT COOPERATION

The Client agrees to timely provide all information required by JBI to perform its services so as not to delay such performance. The Client further agrees to fully cooperate with JBI in the performance of the

Proposal.

XVI. PERMITTING AND APPROVALS

In cases where the scope of services requires JBI to submit, on behalf of the Client, a permit application and/or approval by any third party of the Proposal, JBI does not make any warranties, guarantees, or representations as to the success of our effort on behalf of the Client. Payment for services rendered by JBI is not contingent upon the successful acquisition of these permits or approvals.

XVII. JBI'S RELIANCE ON CLIENT AND THIRD PARTIES

The Client agrees that JBI will rely on the accuracy and validity of all information provided by the Client, the work of third parties (including but not limited to consultants, contractors and other professionals), and public records. JBI is not expected or required by the Client to conduct further inquiry into the accuracy or validity of such information unless specifically stated otherwise in the Proposal. Further, it shall be the Client's responsibility to retain third parties for the project unless specifically stated otherwise in the Proposal. JBI shall not be responsible for directing third parties who are not contracted with JBI.

XVIII. HAZARDOUS WASTES, MATERIALS, OR SUBSTANCES

JBI shall not be responsible for or have control over the discovery, presence, handling, removal, transport, or disposal of hazardous waste, materials, or substance in any form on the project site.

XIX. WAIVER

Any failure by JBI to require strict compliance with any provision of the Proposal or these Terms and Conditions shall not be construed as a waiver of such provision, and JBI may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XX. ENTIRETY OF AGREEMENT

The Proposal and these Standard Terms and Conditions embody the entire agreement and understanding between the parties thereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter thereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of the Proposal shall be valid unless made in writing, signed by both parties thereto.

XXI. MEDIATION

If a dispute arises out of or relates to the Proposal, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation before having recourse to arbitration or a judicial forum. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by the Client concerning or related to the Proposal and all subcontracts executed by JBI.

XXII. THIRD PARTY BENEFICIARIES

The Client and JBI agree that there are no intended or otherwise, third-party beneficiaries to this contract.

XXIII. GOVERNING LAW

This Proposal shall be governed by and construed according to the laws of the State of Texas.



500 Moseley Road | Cross Roads, Texas 76227 | (940) 387-0805

April 4, 2022

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

RE: Proposal for City Engineering Consulting Services

Dear Dr. Vargus:

KJ Environmental Mgt, Inc. (KJE) is pleased to submit this proposal to provide civil engineering consulting services to the Town of Lakewood Village (Client). KJE truly appreciates your consideration for our services and looks forward to working with you, city staff, and the Town Council.

Scope of Services

City Engineering Services

KJE is proposing to provide engineering support services to the Client. The services will include, but are not limited to following:

- Development/Plat Plan Review and Approval
- Town Code Inspections and Violation Identification
- Ordinance Interpretation and Proposed Code Improvements
- Town Council Consultation on Development Issues and Infrastructure Issues
- Consulting on City Budgetary Items Related to Engineering Items
- Other Associated Engineering Tasks and Evaluations as Required and/or Requested

In the event that the Town requests special engineering tasks, KJE will submit a proposed lump sum budget and scope of work to complete the requested work.

Fees

KJE proposes to complete the aforementioned services as detailed on the attached rate sheet.

Services performed by KJE will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. KJE will invoice Client monthly for services rendered and will supply associated signed timesheets detailing the dates of service, time spent performing the services and an itemized description of the services rendered, in support of the invoices.

KJE trusts the services outlined in this proposal meet your current requirements. If you find this proposal satisfactory, please complete the attached authorization statement to indicate your approval of the Scope of Services. A completed, signed copy of the Project Authorization page returned to us via FAX or email will serve as the formal authorization to proceed.

Thank you for the opportunity to provide professional engineering services. Should you have any questions regarding this proposal please do not hesitate to contact us at your first convenience.

Regards,



Kevin J. Ware, PE, QEP, REM
Principal
KJE
(Texas Professional Engineer License #136599)
(Texas Board of Engineer Firm License (KJE) #F-12214)

Attachments

1. Project Authorizations
2. Proposed Hourly Rate Sheet
3. Terms and Conditions

PROJECT AUTHORIZATION

KJE is authorized to provide Civil Engineering Consulting Services for the Client within the Scope of Services described herein (proposal dated April 2, 2022) and the Client hereby agrees to the attached Terms and Conditions of the Proposal, as amended, to perform the civil engineering consulting services:

TERM: This agreement shall be effective (date: 4/5/22) (the "Effective Date") for a one (1) year period (the "Initial Term"). This agreement shall automatically renew annually for a period of one year, unless earlier terminated by either party.

Authorization may be submitted by fax or email.

Proposal Accepted By:



****Signature**

DR. MARK E. VARGAS

Name

MAYOR

Title

4/5/22

Date

*****Individual/Officer with the authority to financially commit the Client and pay the KJE invoice within 30 days upon receipt of the invoice.***



RATE SHEET

ENGINEERING SERVICES

PRINCIPAL	\$220/hr
ENGINEERING DIRECTOR	\$200/hr
SENIOR CIVIL ENGINEER	\$180/hr
PROFESSIONAL / CIVIL ENGINEER	\$160/hr
PROJECT MANAGER	\$140/hr
GRADUATE ENGINEER (EIT)	\$125/hr
SENIOR PROJECT DESIGNER	\$120/hr
PROJECT DESIGNER / ASSOCIATE / ADMIN	\$100/hr
FIELD TECH / INTERN	\$90/hr
ADMINISTRATIVE ASSISTANT	\$60/hr

Terms & Conditions

KJ Environmental Mgt., Inc. hereinafter "KJE" shall perform the services at the stated fee outlined in the proposal and under the following terms and conditions which CLIENT CONSENTS TO, as amended:

Access to Site: Unless otherwise stated, KJE shall have complete access to the site for activities necessary for the performance of the services being performed by KJE. KJE will take precautions to minimize damage due to these activities and shall restore the premises to its original condition as reasonably possible, at KJE's expense.

Choice of Law and Venue: Texas Law. This Agreement shall be construed in accordance with the laws of the State of Texas. The parties agree that exclusive venue for any legal action with respect to this agreement shall be initiated only in federal or state courts located in Cooke County, Texas.

Billings/Payments: Invoices sent to Client shall be paid within 30 days after receipt of the invoice. If any undisputed amount of an invoice is not paid within 30 days after the Client's receipt of the invoice, upon ten (10) business days' notice to Client to cure, KJE may terminate any remaining performance of services under the Agreement, withhold any bi-product of any services performed, and/or withhold any reports or certifications relating to any services under the Agreement.

Late Payments: Invoices not paid within thirty (30) days of Client receiving the invoice, shall bear interest in accordance with Chapter 2251 of the Texas Government Code, The Prompt Pay Act, as amended.

Indemnification: Intentionally omitted.

Liability Limitation: In providing services under this Agreement, KJE is limited to observing only those conditions as they relate to the defined scope of work.

Certifications: KJE shall not be required to execute any document that would result in it certifying, guaranteeing, or warranting the existence of conditions whose existence KJE cannot reasonably ascertain.

Termination of Services: This Agreement may be terminated by the Client or KJE for any reason upon ten (10) days' written notice. In the event of termination, upon Client's receipt of the final invoice from KJE for all services rendered to the date of termination, plus any and all reimbursable expenses, Client will pay the invoice in accordance with the terms of this agreement.

Media: Intentionally omitted.

Independent Contractor: Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee relationship or joint venture partnership between KJE and Client. KJE is an independent contractor and not an employee of the Client.

Confidentiality. In the course of performing the services, the parties recognize that KJE may come in contact or become familiar with information that the Client may consider confidential. KJE agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Client personnel or their designees.

Competent Work: All work will be done in a competent fashion in accordance with applicable standards of the profession, and all services are subject to final approval by a representative of the Client prior to payment.

Representations and Warranties: KJE will make no representations, warranties, or commitments binding the Client without Client's prior written consent.

Notice: Any notice, demand or request required or permitted to be given under this Agreement shall be deemed given if reduced to writing and delivered in person, shipped by overnight delivery by a recognized carrier such as UPS or FedEx, or deposited with the United States Post Office in the form of certified mail, postage pre-paid return receipt requested, to the party who is to receive any such notice, demand or request, at the respective address set forth below. Such notice, demand, or request shall be deemed to have been received upon actual receipt.

Governmental Immunity: This Agreement is expressly made subject to Client's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable state and federal law. The parties hereto expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the Client has by operation of law.



MEMORANDUM

TO: Town Council
CC: Linda Ruth
FROM: Dr. Mark E. Vargus, Mayor
DATE: April 10, 2022
RE: Fire Code

There are three proposed changes to the fire code. The strike-throughs in the document are part of our originally adopted code.

The new changes are in **red**. They are in sections 103.2, 104.12, and 307.4.5.

I look forward to your comments.

A handwritten signature in black ink that reads 'Mark E. Vargus'.

**TOWN OF LAKEWOOD VILLAGE
FIRE CODE
ORDINANCE 22-XX**

AN ORDINANCE TO ADOPT THE 2018 INTERNATIONAL FIRE CODE, WITHIN THE TOWN OF LAKEWOOD VILLAGE; PROVIDING A SAVINGS/REPEALING CLAUSE, PROVIDING A PENALTY CLAUSE, PROVIDING A SEVERABILITY CLAUSE, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Lakewood Village, Texas (“Town Council”) has investigated and determined that it would be advantageous and beneficial to the citizens of the Town of Lakewood Village, Texas to adopt the 2018 Edition of the International Fire Code, save and except the deletions and amendments set forth below.

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

Section 1: Findings

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2: Adoption of the 2018 International Fire Code

The International Fire Code, 2018 Edition, copyrighted by the International Code Council, Inc., including all Regular Chapters and Appendix Chapters, save and except the deletions and amendments set forth in Exhibit "A", attached hereto and incorporated herein for all purposes, is hereby adopted as the Fire code for Lakewood Village, prescribing regulations governing the safeguarding of life and property from fire and explosion hazards arising from storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises, or maintenance of Fire systems within Lakewood Village (the "2018 International Fire Code"). The 2018 International Fire Code is made a part of this Ordinance as if fully set forth herein.

Section 3: Repeal

Fire Code 21-14 ordinance is hereby repealed in its entirety.

Section 4: Penalty Clause

A. Violation

A person who knowingly violates any provision of this chapter is guilty of separate offenses for each day during which the violation is continued after notification. Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this ordinance.

B. Fine

Each offense is punishable by a fine of not more than two-thousand (\$2,000) nor less than two-hundred (\$200). The minimum fine established in this paragraph shall be doubled for the second conviction of the same offense within any 24-month period and tripled for the third and subsequent convictions of the same offense within any 24-month period. At no time shall the minimum fine exceed the maximum fine established in this paragraph.

Section 5: Legal Rights

The penal provision imposed under this Ordinance shall not preclude the Town of Lakewood Village from filing suit to enjoin the violation. The Town of Lakewood Village retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 6: 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 7: 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 8: 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 14th day of April, 2022.

Dr. Mark E. Vargus
Mayor

ATTEST:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



Exhibit A

Town of Lakewood Village Amendments

2018 International Fire Code



FIRE CODE

Adopted: July 8th, 2021

Amended: April 14, 2022

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CHAPTER 1. SCOPE AND APPLICATION

The following additions, deletions and amendments to the 2018 International Fire Code adopted herein and hereby approved and adopted.

[A] 101 General

[A] 101.1 Title

These regulations shall be known as the *International Fire Code* of the Town of Lakewood Village hereinafter referred to as "this code."

[A] 102 Applicability

[A] 102.4 Application of Other Building Codes

The design and construction of new structures shall comply with the *International Building Code*, this code, and other codes applicable, and any *alterations*, additions, changes in use or changes in structures required by this code, which are within the scope of the *International Building Code*, this code, and other codes as applicable, shall be made in accordance therewith.

[A] 102.7 Referenced Codes and Standards

The codes and standards referenced in this code shall be those that are listed in Chapter 80, and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

[A] 102.7.2 Provisions in Referenced Codes and Standards

Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code and any adopted amendments, the provisions of this code and any adopted amendments, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] 103 Department of Fire Prevention

[A] 103.1 General

The Fire Code shall be enforced by the Lakewood Village Fire Code Official, the Fire Marshall, the Mayor and Mayor pro-Tem of Lakewood Village, and their designees. ~~The department of fire prevention is established within the jurisdiction under the direction of the *fire code official*. The function of the department shall be the implementation, administration and enforcement of the provisions of this code.~~

[A] 103.2 Appointment

The Lakewood Village Fire Code Official is the Chief Building Inspector, the Deputy Chief Building Inspector and any other persons designated by the Town Council. **Fire Marshall shall refer to the Town of Lakewood Village Fire Marshall.** All authority granted to the Fire Marshall under this code is likewise

~~granted to the Fire Code Official. The *fire code official* shall be appointed by the chief appointing authority of the jurisdiction; and the *fire code official* shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the appointing authority.~~

[A] 103.3 Deputies

~~The Chief of the Fire Department may detail such members of the Fire Department of proper qualification as inspectors as shall from time to time be necessary and each member so assigned shall be authorized to enforce the provisions of this code. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *fire code official* shall have the authority to appoint a deputy *fire code official*, other related technical officers, inspectors and other employees.~~

[A] 104 General Authority and Responsibilities

[A] 104.12 Fire Marshall's Office Procedures and Specification Guide

~~**References to the Little Elm Fire Department's Fire Marshall's Office Procedures and Specification Guide (aka "Contractor's Guide" or "the Guide") will be made throughout this code and serves as a quick reference guide to assist developers and contractors in facilitating their responsibilities as they relate to the fire code. Any conflict between the guide, local amendments, and/or the International Fire Code shall be resolved at the discretion of the fire code official.**~~

[A] 105 Permits

[A] 105.2 Application

[A] 105.2.3 Time Limitation of Application

An application for a permit for any proposed work or operation shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been diligently prosecuted or a permit shall have been issued; except that the *fire code official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Reinstatement of expired permits will require the applicant to resubmit application and required documents, and shall be liable for applicable permit fees.

[A] 105.4 Construction Documents

[A] 105.4.6 Retention of Construction Documents

One set of *construction documents* (printed or digital) shall be retained by the *fire code official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws. One set of *approved construction documents* shall be returned to the applicant, and said set, along with the fire department permit, and plan review comments, if any, shall be kept on the site of the building or work from the date issued and until the completion of the permits

associated inspections and the Fire Department's Final Certificate of Occupancy Inspection, where applicable. at all times during which the work authorized thereby is in progress.

[A] 105.6 Required Operational Permits

[A] 105.6.27 LP Gas

An operational permit is required for:

- ~~1. Storage and use of LP Gas.~~

Exception:

~~A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less serving occupations in Group R-3.~~

- ~~2. Operation of cargo tankers that transport LP Gas.~~

[A] 105.7 Required Construction Permits

The *fire code official* is authorized to issue construction permits for work as set forth in Sections 105.7.1 through 105.7.20. ~~105.7.16.~~

[A] 105.7.17 Smoke Control or Exhaust Systems

Construction permits are required for smoke control or exhaust systems as specified in Section 909 and Section 910 respectively. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

[A] 105.7.18 Electronic Access Control Systems

Construction permits are required for the installation or modification of an electronic access control system, as specified in Section 503 and Section 1008. A separate construction permit is required for the installation or modification of a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

[A] 105.7.19 Gates and Barricades

Construction permits are required for the installation or modification of an electronic or manual control system specified in section 503.5 and 503.6. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

[A] 105.7.20 Fire Lands and Traffic Calming Devices

Construction permits are required for the modification of any fire lane and/or for the installation or modification of any traffic calming device. Maintenance performed in accordance with this code is not considered a modification; unless such device is not in compliance with this code, and does not require a permit.

[A] 106 Inspections**[A] 106.2 Inspections****[A] 106.2.1 Inspection Requests**

It shall be the duty of the holder of the permit or their duly authorized agent to notify the *fire code official* when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

Inspection requests shall comply with the Town of Lakewood Village Administrative Procedures.

[A] 106.5 Inspections of Existing Premises

The fire code official or designated representative shall inspect all buildings, premises, or portions thereof as often as may be necessary to ensure continued compliance with the provisions of this code.

An inspection and fee shall be charged. The occupant, lessee, or person making use of the building or premise shall pay said fee(s), as established in Section 113.2, within thirty (30) days of being billed as a condition to continue lawful occupancy of the building or premise. Continued non-compliance may result in the issuance of a citation and subject to the penalties established in Section 109.4.

[A] 106.5.1 Habitual Violations

An occupant, lessee, or person making use of a building or premise that has been cited for a violation of this code, or previous code for the same violation over multiple initial maintenance inspections shall waive right to notice of violation in Section 109.3 and may be immediately issued a citation subject to the penalties as established by Section 109.4.

[A] 109 Violations**[A] 109.4 Violation Penalties**

Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the *approved construction documents* or directive of the *fire code official*, or of a permit or certificate used under provisions of this code, shall be guilty of separate offenses for each day during which the violation is continued after notification, ~~punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

[A] 111 Stop Work Order**[A] 111.4 Failure to Comply**

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine, ~~of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.~~

[A] 113 Fees**[A] 113.2 Schedule of Permit Fees**

A fee for each permit, inspection or re-inspection shall be as indicated in the Consolidated Fee Ordinance for the Town of Lakewood Village. ~~A fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.~~

[A] 113.3 Work Commencing Before Permit Issuance

Any person who commences any work, activity or operation regulated by this code before obtaining the necessary permits shall be subject to penalty of 100 percent of the usual permit fee ~~an additional fee established by the applicable governing authority, which shall be~~ in addition to the required permit fees.

CHAPTER 2. DEFINITIONS

The following additions, deletions and amendments to the 2018 International Fire Code adopted herein and hereby approved and adopted.

202 General Definitions**Ambulatory Care Facility**

Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less-than-24-hour basis to persons who are rendered incapable of self-preservation by the services provided. This group may include but not limited to the following:

1. Dialysis Centers
2. Sedation Dentistry
3. Surgery Centers
4. Colonic Centers
5. Psychiatric Centers

Atrium

An opening connecting three ~~two~~ or more stories other than enclosed *stairways*, elevators, hoist ways, escalators, plumbing, electrical, air-conditioning or other equipment, which is closed at the top and not defined as a mall. Stories, as used in this definition, do not include balconies within assembly groups or mezzanines that comply with Section 505 of the *International Building Code*.

Fire Watch

A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

Fireworks

Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration or detonation, and/or activated by ignition with a match or other heat production device that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth herein.

Fireworks, 1.4G.

Small fireworks devices containing restricted amounts of pyrotechnic composition designed primarily to produce visible or audible effects by combustion. Such 1.4G fireworks which comply with the construction, chemical composition and labeling regulations of the DOTn for Fireworks, UN 0336, and the U.S. Consumer Product Safety Commission as set forth in CPSC 16 CFR Parts 1500 and 1507, are not explosive materials for the purpose of this code.

Fireworks, 1.3G.

Large fireworks devices, which are explosive materials, intended for use in fireworks displays and designed to produce audible or visible effects by combustion, deflagration or detonation. Such 1.3G fireworks include, but are not limited to, firecrackers containing more than 130 milligrams (2 grains) of explosive composition, aerial shells containing more than 40 grams of pyrotechnic composition and other display pieces which exceed the limits for classification as 1.4G fireworks. Such 1.3G fireworks are also described as Fireworks, UN 0335 by the DOTn.

High-Piled Combustible Storage

Storage of combustible materials in closely packed piles or combustible materials on pallets, in racks or on shelves where the top of storage is greater than 12 feet (3658 mm) in height. When required by the *fire code official*, *high-piled combustible storage* also includes certain high-hazard commodities, such as rubber tires, Group A plastics, flammable liquids, idle pallets and similar commodities, where the top of storage is greater than 6 feet (1829 mm) in height.

Any building classified as a group S Occupancy or Speculative Building exceeding 5,000 sq.ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified, a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

High-Rise Building

A building with an occupied floor located more than ~~55~~ 75 feet (~~16,764mm~~ 22,860 mm) above the lowest level of fire department vehicle access.

Repair Garage

A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for

items such a lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

Self-Service Storage Facility

Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

Standby Personnel

Qualified fire service personnel approved by the Fire Chief. When utilized, the umber required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

CHAPTER 3. GENERAL REQUIREMENTS

307 Open Burning, Recreational Fires and Portable Outdoor Fireplaces

307.2 Permit Required

A permit shall be obtained from the *Denton County* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, ~~a bonfire~~. Application for such approval shall only be presented by and permits issued to the *owner* of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality guidelines and/or restrictions
2. State, County, or local temporary or permanent bans on open burning.
3. Local written policies as established by the fire code official.

307.4 Location

~~The location for *open burning* shall not be less than 50 feet (15 240 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet (15 240 mm) of any structure.~~

Exceptions:

1. ~~Fires in approved containers that are not less than 15 feet (4572 mm) from a structure.~~
2. ~~The minimum required distance from a structure shall be 25 feet (7620 mm) where the pile size is 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height.~~

307.4.3 Portable outdoor fireplaces.

Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet (3048 mm) of a structure or combustible material.

Exception:

1. Portable outdoor fireplaces used at one- and two-family dwellings.

2. Except in one- or two-family dwellings when used on a non-combustible or limited combustible surface (i.e. concrete pad or maintained lawn).

307.4.4 Permanent Outdoor Firepit

Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

307.4.5 Trench Burns and Clearing

Trench burning and other burning for clearing of brush prior to development is not permitted.

307.5 Attendance

Open burning, ~~trench burns~~, bonfires, or recreational fires and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. A minimum of one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other *approved* on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

308 Open Flames

308.1 General

308.1.4 Open-Flame Cooking Devices

Open-flame cooking devices, charcoal burners and other similar ~~open-flame cooking~~ devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (33.58 kg) [nominal 20 pounds (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 lbs. (5 containers).
2. Where buildings, balconies and decks are protected by an *automatic sprinkler system*, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers).
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2¹/₂ pounds [nominal 1 pound (0.454 kg) LP-gas capacity].

308.1.6 Open-Flame Devices

308.1.6.2 Portable Fueled Open-Flame Devices

Portable open-flame devices fueled by flammable or combustible gases or liquids shall be enclosed or installed in such a manner as to prevent the flame from contacting combustible material.

Exceptions:

1. LP-gas-fueled devices used for sweating pipe joints or removing paint in accordance with Chapter 61.

2. Cutting and welding operations in accordance with Chapter 35.
3. Torches or flame-producing devices in accordance with Section 308.1.3. Section 308.4.
4. Candles and open-flame decorative devices in accordance with Section 308.3.

311 Vacant Premises

311.5 Placards

The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 110 of this code relating to structural or interior hazards shall be marked as required by Sections 311.5.1 through 311.5.5.

320 Burn Ban

320.1 General

In the event that a fire emergency declaration (burn ban) is issued by the County of Denton, Texas, through proclamation or Executive Order of the Denton County Commissioners Court; that ban shall become enforceable within the Town limits of Lakewood Village and be in effect from the date executed until such time the declaration/ban expires or is terminated.

320.2 Definition

The definition of combustible materials in the section shall include but not limited to, the use of all fireworks, discarding of cigarettes or other flammable materials, materials used in activities such as welding and any other activity that could result in fire.

320.3 Violation

The use of a combustible material or knowingly and willingly allowing the use of a combustible material on private property or in any outdoor environment by any person is prohibited while this section is in effect.

A violation of this section is a separate and distinct offense of other provisions of this code.

320.4 Outdoor Cooking

All outdoor cooking or open flame device while this section is in effect are prohibited.

Exceptions:

1. The cooking device is propane or natural gas and has a complete and full enclosure that is utilized at all times.
2. The cooking device is wood or charcoal and has a complete and full enclosure that is utilized, and all areas around the cooking device shall be clear of vegetation and/or combustible materials or debris for a 5 foot (1524 mm) radius

320.5 Hot Work / Welding

Where welding must be performed in the field, the following mitigating efforts will be in force while this section is in effect.

320.5.1 Open Hot-Work

1. All areas where welding, cutting or grinding operations are being performed will be free of vegetation and/or combustibles for at least thirty feet in all directions;
2. Winds speed must be no more than 20 miles per hour while performing welding, cutting or grinding operations outside of approved barriers or enclosures;
3. Relative humidity must be above 25%
4. Each site will have the ability to call 911 for emergency response;
5. A dedicated fire watch person will attend each welder, cutter, grinder or any activity that causes a spark;
6. A minimum of one (1) water pressure fire extinguisher or pressurized water source per fire watch person is required;
7. If an emergency exists where welding has to be performed, the Fire Marshall may issue a temporary exception to the order.
8. All persons must report the intent to perform hot work to the Town of Lakewood Village Fire Cod Official prior to work commencing. Unreported hot work is in violation of this order.

320.5.2 Enclosed Hot-Work

1. All welding, cutting and grinding operations may be performed in a total welding enclosure, or "welding box", that is sufficiently high to control sparks and includes a fire retardant cover over the top.
2. All areas where welding, cutting or grinding operations are being performed will be free of vegetation and/or combustibles for at least twenty feet in all directions;
3. Winds speed must be no more than 22 miles per hour while performing welding, cutting or grinding operations;
4. Relative humidity must be above 20%;
5. Each site will have the ability to call 911 for emergency response;
6. A dedicated fire watch person will attend each welder, cutter, grinder or any activity that causes a spark;
7. A minimum of one (1) water pressure fire extinguisher or pressurized water source per fire watch person is required;
8. Where welding (above ground and sub-surface) is required in an area where there is a potential for a hazardous atmosphere, barriers will be substituted for total enclosures (e.g. "wind walls") to prevent sparks from coming in contact with any combustible material and/or vegetation;
9. The barriers will be installed to allow ventilation of the work area and ingress and egress to the work area for personnel safety;
10. Sub-surface, or "bell hole", welding and grinding operations within approved excavations are allowed if all other "enclosed" mitigation efforts are in compliance;

11. If an emergency exists where welding has to be performed, the Fire Marshall may issue a temporary exception to the order.
12. All persons must report the intent to perform hot work to the Lakewood Village Fire Code Official prior to work commencing. Unreported hot work is in violation of this order.

320.6 Burn Permits

All burn permits, regardless of whether previously issued shall be suspended for the duration of the burn ban.

320.7 Penalty

Penalty for violation(s) of the section are established in Sec 109.3 of this code as adopted.

CHAPTER 4. EMERGENCY PLANNING AND PREPAREDNESS

401 General

401.3 Emergency Responder Notification

401.3.2 Alarm Activations

Upon activation of a fire alarm signal, employees or staff shall immediately notify the fire department. All occupants of that facility shall follow their fire department approved evacuation plan or immediately evacuate the facility and shall not return until authorized by the fire department personnel.

401.9 False Alarms and Nuisance Alarms

False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted.

405 Emergency Preparedness Requirements

403.5 Group E Occupancies

An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be poste din as conspicuous location in each classroom. Group E occupancies shall comply with Sections 403.5.1 through 403.5.3.

CHAPTER 5. FIRE SERVICE FEATURES

501 General

501.4 Timing of Installation

When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested and approved prior to the time of which construction has progress beyond completion of the foundation of any structure. ~~And made serviceable prior to and during the time of construction except when approved alternative methods~~

~~of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles in accordance with Section 505.2.~~

503 Fire Apparatus Access Roads

503.1 Where Required

503.1.1 Buildings and Facilities

Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an *approved* route around the exterior of the building or facility.

Fire lane measurements shall be as the hose lays, begin from the centerline of the fire lane and unobstructed by any barriers. Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a ten feet (10') wide unobstructed path around the external walls of the structure. A five-foot wide level pathway shall be provided unobstructed through all barriers. A continuous row of parking between the fire lane and the structure shall be considered a barrier.

Exception: The *fire code official* is authorized to increase the dimension of 150 feet (45 720 mm) where:

1. The building is equipped throughout with an *approved automatic sprinkler system* installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an *approved* alternative means of fire protection is provided.
3. There are not more than two Group R-3 or Group U occupancies.

503.1.2 Additional Access

The *fire code official* is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

503.2 Specifications

Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8.

Fire lanes provided during the platting process shall be so indicated on the plat as an easement. Where fire lanes are provided and a plat is not required, the limits of the fire lane shall be shown on a site plan and placed on permanent file with the Town's Planning Department.

503.2.1 Dimensions

Fire apparatus access roads shall have an unobstructed width of not less than 24 20 feet (7315 6096 mm), ~~exclusive of shoulders~~, except for *approved* security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 13 feet 6 inches (4267 4115 mm).

When servicing a structure of greater than two stories in height, a 26 foot fire lane is required. Any such fire lane easement shall either connect both ends to a dedicated street or be provided with a turnaround having a minimum outer radius of 50 feet.

503.2.1.2 Radius

All curve or turn radii must be sufficient to accommodate the turning profile of the largest first-alarm emergency apparatus provided by or available to the Little Elm Fire Department through mutual/automatic aid agreement.

This may be accomplished by use of minimum turn requirements for an AASHTO WB-50 vehicle. Twenty-foot (20') minimum radius is preferred. Conformance must be demonstrated by including a scale illustration on the submitted site plan showing the turning of an AASHTO WB-50 vehicle within the proposed fire lanes.

Fire lane designs shall be provided during the site plan process or when appropriate if site plan approval is not required.

503.2.2 Authority

The *fire code official* shall have the authority to require an increase in the minimum access widths, vertical clearances, and radii where they are inadequate for fire or rescue operations.

503.2.3 Surface

Fire lane and fire apparatus access roads shall be constructed to meet the Town of Lakewood Village Engineering Standards. ~~designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.~~

All fire lanes shall be maintained and kept in good state of repair at all times by the owner and the Town of Lakewood Village shall not be responsible for maintenance thereof. It shall further be the responsibility of the owner to ensure that all fire lane markings required by Section 503.3 be kept so that they are easily distinguishable to the public.

503.2.5 Dead-Ends

Dead-end fire apparatus access roads are not permitted. ~~in excess of 150 feet (45 720 mm) in length shall be provided with~~ An *approved* fire department turn around shall be required. ~~area for turning around fire apparatus.~~

503.3 Marking

Where required by the *fire code official*, ~~approved signs or other approved notices or markings that include the words NO PARKING—FIRE LANE shall be provided for fire apparatus access roads to~~

~~identify such roads or prohibit the obstruction thereof. The means by which *fire lanes* are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.~~

Striping, signs, or other markings, when approved by the code official, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

1. Striping. Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.
2. Sign. Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high. Signs shall be painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

503.4 Obstructions of Fire Apparatus Access Roads

~~Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times.~~

Fire apparatus roads shall not be obstructed in any manner, including the parking of vehicles, whether attended or unattended for any period of time. Persons in charge of a construction project, such as, but not limited to, a General Contractor, are responsible to ensure that fire lanes are kept clear of vehicles and other obstructions at all times and may be issued a citation for non-compliance under this section. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times. The Little Elm Fire Chief, Chief Building Official, Fire Marshall, Lakewood Village Mayor, and Lakewood Village Mayor Pro-Tem, and their designated representatives are authorized to remove or cause to be removed any material, vehicle or object obstructing a fire lane at the expense of the owner of such material, vehicle or object.

503.4.1 Traffic Calming Devices

Traffic calming devices shall be prohibited unless *approved by the fire code official*. A permit shall be required as per Section 105.7 of this code and the construction of such devices shall comply with the Fire Marshall's Office's Procedures and Specification Guide.

503.4.2 Obstruction and Control

No owner or person in charge of any premises served by a fire lane or access easement shall abandon, restrict or close any fire lane or easement without first securing a permit as required in

105.7 of this code and securing from the Town of Lakewood Village approval of an amended plat or other acceptable legal instrument showing the removal of the fire lane.

503.6 Security Gates

The installation of security gates across a fire apparatus access road shall be *approved* by the fire chief. Where security gates are installed, they shall have an *approved* means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be *listed* in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.

The installation of security gates or other devices intended to limit the access of vehicles or persons shall require a permit as established in Section 105.7 and shall comply with the Fire Marshall's Office's Procedures and Specification Guide.

505 Premises Identification

505.1 Address Identification

New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall be substantially contrasting with their background. Where required by the *fire code official*, address numbers shall be provided in additional *approved* locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. ~~Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.~~ Address numbering shall comply with the following:

505.1.1 Single Family Homes

Minimum 4" high, 5/8" stroke.

505.1.2 Multifamily Communities

Street Address shall be a minimum of 12 inch high with a 2" stroke. Individual building numbers shall be a minimum of 18" high with a 3" stroke. Buildings over 100 feet in length require a minimum of two (2) numbers per building. Apartment spread numbers shall be a minimum of 7" high with a one inch stroke and corridor spread numbers shall be a minimum of 4" high with a 5/8 inch brush stroke. Individual apartment unit numbers shall be a minimum of 4" in height with a 5/8 inch stroke.

505.1.3 Large Office and Warehouse Buildings

Address must be visible from all access directions. Number shall be a minimum of 24 inches in height with a 4 inch stroke. Buildings over 500 feet long shall have two address locations if more than one access point is visible. Suite numbers shall be required for multi-tenant complexes and shall be located over the front door and on the rear door, six inches in height with a one inch brush stroke.

505.1.4 Shopping Centers, High Rise Buildings and Other Applications.

A minimum of 10 inch high numbers with a 2" brush stroke shall be visible from all access directions. Suite numbers are required over the door with 4" high numbers with a 5/8 inch brush stroke. Buildings beyond 100 feet from the street and 10,000 square feet shall install 12 to 18 inch numbers as determined by the fire code official.

505.1.5 Marquee and monument

Addresses installed on a marquee located next to the street will require numbers 8 inch high with a two inch brush stroke to be located a minimum of 3 feet above grade. Marquee and Monument signs must also comply with other Town of Lakewood Village Sign Ordinance Requirements.

505.3 Directional / Equipment ID Signage

Directional and equipment identification signage shall be provided by the building owner on all new and existing buildings where required by the fire code official and shall meet the requirements as set forth in the Fire Marshall's Office's Procedures and Specification Guide.

506 Key Boxes

506.1 Where Required

Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the *fire code official* is authorized to require a key box to be installed in an *approved* location. The key box shall be of an *approved* type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the *fire code official*.

All new and existing occupancies, except one- and two- family residences, shall provide (a) lock box (es) as specified in the Fire Marshall's Office's Procedures and Specification Guide. Existing properties that are equipped with a lockbox that is of inadequate size shall be upgraded to a size appropriate.

507 Fire Protection Water Services

507.1 Where Required

507.1.1 Water Distribution Systems

Water distribution systems shall be designed meeting the minimum criteria in sections 507.1.1.1 through 507.1.1.4 and approved by the AHJ.

507.1.1.1 Fire Protection and Hydrants

The minimum size of water mains, for providing fire protection and serving fire hydrants shall be 6 inches in diameter.

507.1.1.2 Minimum Standards for Distribution Piping

Distribution piping shall be sized to meet design flow as determined by hydraulic analysis on water system flow gradients. The minimum size in a distribution system shall be 6 inches in diameter.

Larger main sizes may be necessary to achieve required fire flow and maintain residual pressure specified for both domestic consumption and fire flow. The piping sizes must meet standards specified in Table 507.1.1.2.

TABLE 507.1.1.2. Minimum Standards for Distribution Piping

Appurtenance	Minimum Standard
<u>Smallest pipe for hydrant feed¹</u>	<u>6 inches</u>
<u>Smallest pipe in distribution system</u>	<u>8 inches</u>
<u>Smallest branching pipes that are dead ends</u>	<u>8 inches</u>
<u>Smallest pipe in high value district</u>	<u>8 inches</u>
<u>Smallest pipe on principal streets in business, commercial, multifamily districts or complexes</u>	<u>12 inches</u>
<u>Main supplying 3 or more hydrants^{1,2}</u>	<u>12 inches</u>

¹fire suppression system supply mains are considered as a “hydrant” for pipe sizing

²Does not apply to residential developments

507.1.1.3 Looped System Requirements for Secondary Feeders

A looped secondary feeder system shall be installed to supply all buildings with a fire flow over 1,000 gpm or in high value, commercial, business, and multifamily districts, or as determined by the AHJ.

507.1.1.4 Looped System Requirements for Distributor Mains

Where a distributor main supplies 3 or more fire hydrants or fire suppression system supply mains, the distribution system shall be looped.

507.1.1.5 Valves in Distribution Systems

Valves shall be installed along water distribution lines as required by the Town of Lakewood Village.

507.4 Water Supply Test Date and Information

The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 “Recommended Practice for Fire Flow Testing and Marking of Hydrants” and within one year of sprinkler plan submittal. Test shall be conducted by Town Lakewood Village or contractor approved by the Fire Code Official. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the *fire code official*. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

~~The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official or approved documentation of the test shall be provided to the fire code official prior to final approval of the water supply system.~~

507.5 Fire Hydrant Systems

507.5.1 Where Required

As properties develop, fire hydrants shall be located at all intersecting streets and at the maximum spacing indicated in Table 507.5.1. Distances between hydrants shall be measured along the route that fire hose is laid by a fire vehicle from hydrant to hydrant.

TABLE 507.5.1
MAXIMUM DISTANCE BETWEEN HYDRANTS

OCCUPANCY	SPRINKLERED	NOT SPRINKLERED
Residential (1 & 2 Family)	600 feet	500 feet
Residential (Multi-Family)	400 feet	300 feet
All Other	500 feet	300 feet

There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distance listed in Table 507.5.1.

Protected Properties. Fire Hydrants shall be installed along fire lanes with spacing as required for street installations specified in 507.5.1. In addition, hydrants required to provide supplemental water supply for automatic fire protection systems shall be within 100 feet of the fire department connection (FDC) for such systems.

~~Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.~~

Exceptions:

- ~~1. For Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183 m).~~
- ~~2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be 600 feet (183 m).~~

507.5.4 Obstruction

Unobstructed access to fire hydrants shall be maintained at all times. Post, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrant from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment. ~~or fire hydrants.~~ The Fire Chief, and their designated representatives are authorized to remove or

cause to be removed any material, vehicle or object obstructing a fire hydrant, fire department inlet connection or fire protection system control valves at the expense of the owner of such material, vehicle or object.

507.5.7 Fire Hydrant Type

All hydrants shall be of the three-way type with National Standard threads, breakaway construction, minimum 5 1/4" valve opening, and shall comply with the latest AWWA specification C-502. The hydrant shall have a 4 1/2" large connection with a 5" Hydra-Storz quick connection by Hydra-Shield and with two 2 1/2" side connections and shall be placed on water mains of no less than six inches (6") in size. Fire hydrants shall be Mueller "Centurion" or approved equal.

507.5.8 Valves

Valves shall be placed on all fire hydrants leads.

507.5.9 Breakaway Point

Fire hydrants shall be installed so that the breakaway point is no less than three (3) inches, and no greater than five (5) inches above the grade surface.

507.5.10 Curb Line

Fire hydrants shall be located a minimum of two (2) feet and a maximum of six (6) feet behind the curb line. No fire hydrant shall be placed in a cul-de-sac or the turning radius of fire lanes.

507.5.11 Positioning

All fire hydrants shall be installed so that the 4 1/2" connection will face the fire lane or street.

507.5.12 Limiting Access Obstruction

Fire hydrants, when placed at intersections or access drives to parking lots, shall be placed so that the minimum obstruction of the intersection or access drive will occur when the hydrant is in use.

507.5.13 Private Property

Fire hydrants located on private property shall be accessible to the fire department at all times.

All fire hydrants placed on private property shall be adequately protected by either curb stops or concrete post or other approved methods. Such stops shall be the responsibility of the landowner on which the fire hydrant is installed.

507.5.14 Location to Building

No fire hydrant shall be located closer than 40 feet to a non-residential building or structure

507.5.15 Identification

An approved blue, two-sided reflector shall be utilized to identify each hydrant location. The reflector shall be affixed to the center line of each roadway or fire access lane opposite fire hydrants.

507.5.16 Color

Fire hydrant caps and bonnet shall be painted according Little Elm Engineering Department Standards

509 Fire Protection and Utility Equipment Identification and Access

509.1 Utility Identification

Fire protection equipment shall be identified in an accordance with the Fire Marshall's Offices' Procedures and Specification Guide. ~~approved manner.~~ Rooms containing controls for air-conditioning systems, sprinkler risers and valves, or other fire detection, suppression or control elements shall be identified for the use of the fire department. *Approved* signs required to identify fire protection equipment and equipment locations shall be constructed to the Fire Marshall's Offices' Procedures and Specification Guide. ~~of durable materials, permanently installed and readily visible.~~

CHAPTER 8 INTERIOR FINISH, DECORATIVE MATERIALS AND FURNISHINGS

807 Decorative Materials other than Decorative Vegetation in new and Existing Buildings

807.5 Occupancy Based Requirements

807.5.3 Group E

807.5.3.2 Artwork in Corridors

Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such material shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceiling shall meet the flame propagation performance criteria of NFP A 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.3.3 Artwork in Classrooms

Artwork and teaching materials shall be limited on walls of classrooms to not more than 20 percent of the specifics wall area to which they are attached. Such material shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceiling shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Classrooms protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

CHAPTER 9 FIRE PROTECTION SYSTEMS

901 General

901.4 Installation

901.4.3 Fire Areas

Where buildings, or portions thereof, are divided into fire areas so as not to exceed the limits established for required a fire protection system in accordance with this chapter, such fire areas shall be separated by fire barriers constructed in accordance with Section 707 of the International Building Code or horizontal assemblies construed in accordance with Section 711 of the International Building Code, or both, having a fire-resistance rating of not less than that determined in accordance with Section 707.3.10 of the International Building Code. The Fire Department does not recognize separation walls.

901.4.6 Pump and Riser Room Size

901.4.6.5 Automatic Fire Sprinkler Control Room (Riser Rooms)

Riser rooms shall be used for the purpose of fire suppression, fire alarm and control systems only. The following are prohibited equipment and/or facilities in a riser room: mop sinks, roof access, electrical equipment and all storage.

901.4.6.6 Riser Room Size

Riser rooms shall be so constructed to a size that facilitates maintenance and where fire operations can be performed. Minimum riser room size for a “shotgun” riser is 6 feet by 6 feet.

901.4.6.7 Lighting

Riser rooms shall be provided with an emergency light.

901.4.6.8 Temperature of Riser Room

Riser rooms shall be provided with a suitable means for maintaining the temperature above 40 degrees Fahrenheit (5 degrees Celsius).

901.4.6.9 Riser Room Access

All Riser rooms shall be directly and only accessible from the exterior of the structure. All new and existing riser rooms shall be identified in accordance to the Fire Marshall’s Office’s Procedures and Specification Guide.

901.6 Inspection, Testing and Maintenance

901.6.1 Standards

901.6.1.1 Standpipe Testing

Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different type of standpipe systems.
2. For any manual (wet or dry) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There are no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the fire code official.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth-Year" for Type ITM, and the note on the back of the tag shall read "5 year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative code Fire Sprinkler Rules with regard to Yellow Tag and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (fire code official) shall be followed.
7. Additionally, records or the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
9. Contact the fire code official for request to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the fire code official.

901.6.4 False Alarms and Nuisance Alarms

False alarms and nuisance alarms shall not be give, signaled or transmitted or caused or permitted to be give, signaled or transmitted in any manner.

901.7 Systems of Service

Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved* fire watch shall

be provided for all occupants left unprotected by the shutdown until the *fire protection system* has been returned to service.

Where utilized, fire watches shall be provided with at least one *approved* means for notification of the fire department and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires.

901.11 Discontinuation or Change of Service

Notice shall be made to the fire code official whenever contracted alarm services for monitoring of any fire alarm system is terminated for any reason, or a change in alarm monitoring provider occurs. Notice shall be made in writing to the fire code official by the building owner and alarm service provider prior to the service being terminated.

903 Automatic Fire Sprinkler Systems

903.1 General

903.1.1 Alternative Protection

Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to ~~lieu of~~ automatic sprinkler protection where recognized by the applicable standard and *approved* by the *fire code official*.

903.1.2. Attics, Open Breezeways, and Attached Garages.

Sprinkler protection is required in attic spaces of such buildings two or more stories in height, open breezeways, and attached garages.

903.2 Where Required

Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12.

Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with Section 707 of the *International Building Code* or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 711 of the *International Building Code*, or both.

Automatic sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry door to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

903.2.9 Group S-1

903.2.9.3 Self-Service Storage Facility

An automatic sprinkler system shall be installed throughout all self-service storage facilities.

A screen shall be installed at eighteen (18") inches below the level of the sprinkler heads to restrict storage above that level. This screen shall be a mesh of not less than one (1) inch not greater than six (6") inches in size. This screen and its supports shall be installed such that all elements are at least eighteen (18") inches below any sprinkler head.

Exception: One-story self-service storage facilities that have no interior corridors, with a one-hour fire barrier separation wall installed between every storage compartment.

903.2.11 Specific Building Areas and Hazards

903.2.11.3 Non-Residential Buildings 35 Feet or More in Height

An automatic sprinkler system shall be installed throughout non-residential buildings with a floor level, other than penthouses in compliance with Section 1509 of the International Building Code having an occupant load of 30 or more that is located 35 55 feet (10,668 mm) (16 764 mm) or more above the lowest level of fire department vehicle access.

Exceptions:

1. Open parking structures in compliance with Section 406.5 of the International Building Code.
2. Occupancies in Group F-2.

903.2.11.7 High-Piled Combustible Storage

For any building with a clear height exceeding 12 feet (4572mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms

New and existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Non-Single Family Residential Buildings over 5,000 sq. ft.

An automatic fire sprinkler system shall be installed throughout all non-single family residential buildings with a building area 5,000 sq. ft. or greater, in all existing buildings that are enlarged to be 5,000 sq. ft. or greater, and in all existing buildings that the cumulative remodel over any period of time that is equal to or greater than 5,000 sq. ft.. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the *International Building Code*.

903.3 Installation Requirements

903.3.1 Standards

903.3.1.1 NFPA 13 Sprinkler Systems

903.3.1.1.1 Exempt Locations

Where approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an *approved* automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when *approved by the fire code official*.
3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a *fire-resistance rating* of not less than 2 hours.
- ~~4. Rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~
- ~~5. Fire service access elevator machine rooms and machinery spaces.~~
6. Elevator machine rooms, and machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstance.
~~associated with occupant evacuation elevators designed in accordance with Section 3008 of the *International Building Code*.~~

903.3.1.2 NFPA 13R Sprinkler Systems

903.3.1.2.3 Attached Garages and Attics

~~Attic protection shall be provided as follows:~~ Sprinkler protection is required in attached garages and in the following attic spaces:

1. Attics that are used or intended for living purpose or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperate sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.

~~Where located in a building of Type III, Type IV or Type V construction designed in accordance with Section 510.2 or 510.4 of the International Building Code, attics not required by Item 1 to have sprinklers shall comply with one of the follow if the roof assembly is located more than 55 feet (16,764 mm) above the lowest level of required fire department vehicle access:~~

- ~~3.1 Provide automated sprinkler system protection.~~

- ~~3.2 Construct the attic using noncombustible materials.~~
- ~~3.3 Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.~~
- ~~3.4 Fill the attic with noncombustible insulation.~~
- 4. Group R-4, condition 2 occupancy attics not required by item 1 or 3 to have sprinklers shall comply with one of the following:
 - 4.1 Provide automatic sprinkler system protection.
 - ~~4.2 Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.~~
 - ~~4.3 Construct the attic using noncombustible materials.~~
 - ~~4.4 Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.~~
 - ~~4.5 Fill the attic with noncombustible insulation.~~

903.3.1.3 NFPA 13D Sprinkler Systems

Where allowed, automatic sprinkler systems installed in one and two-family dwellings, Group R-3 and R-4 congregate living facilities and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

903.3.7 Fire Department Connections

The location of fire department connections shall be installed in accordance with Section 912 and shall be remote from the building (outside of the collapse zone), placed adjacent to the primary fire lane access for the building served and signed in accordance with the Fire Marshall's Office's Procedures and Specification Guide.

FDC shall be five-inch (5") Storz connection with a 30-45 degree down elbow with chained cap. Traditional 2-way Siamese connection with caps may be used when approved by the Fire Department.

Where the FDC is serving more than 500 GPM the building shall be provided with one 5-inch Storz connection and one 2-way Siamese connection.

903.4 Sprinkler System Supervision and Alarms

All valves controlling the water supply for *automatic sprinkler systems*, pumps, tanks, water levels and temperatures, critical air pressures and water-flow switches on all sprinkler systems shall be electrically supervised by a *listed* fire alarm control unit.

Exceptions:

1. *Automatic sprinkler systems* protecting one- and two-family *dwellings*.
2. Limited area systems serving fewer than 20 sprinklers.

3. *Automatic sprinkler systems* installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the *automatic sprinkler system*, and a separate shutoff valve for the *automatic sprinkler system* is not provided.
4. Jockey pump control valves that are sealed or locked in the open position.
5. Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position.
6. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
7. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

903.4.2 Alarms

An approved audible device, located on the exterior of the building in an *approved* location, shall be connected to each *automatic sprinkler system*. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the *automatic sprinkler system* shall actuate the building fire alarm system.

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

904 Alternative Automatic Fire Extinguishing Systems

904.12 Commercial Cooking Systems

904.12.5 Operations and Maintenance

903.12.5.4 Nozzle Caps

All new and existing automatic hood suppression systems shall use metal caps on nozzles that are located between the cooking surface and hood filters.

905 Standpipe Systems

905.2 Installation Standard

Standpipe systems shall be installed in accordance with this section and NFPA 14. Fire department connections for standpipe systems shall be in accordance with Section 912. Manual dry standpipe systems shall be supervised with minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

905.3 Required Installations

905.3.9 Building Area

In buildings exceeding 10,000 square feet in area per story, Class I automatic wet or manual wet standpipes shall be provided where any portion of the building's interior area is more than 200 feet (60,960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access.

Exception:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

905.4 Location of Class I Standpipe Hose Connections

Class I standpipe hose connections shall be provided in all of the following locations:

1. In every required *stairway*, a hose connection shall be provided for each floor level above or below grade. Hose connections shall be located at an intermediate floor level landing between floors, unless otherwise *approved* by the *fire code official*.
2. On each side of the wall adjacent to the *exit* opening of a horizontal *exit*.
Exception: Where floor areas adjacent to a horizontal *exit* are reachable from *exit stairway* hose connections by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the horizontal *exit*
3. In every *exit* passageway, at the entrance from the exit passageway to other areas of a building.
Exception: Where floor areas adjacent to an exit passageway are reachable from *exit stairway* hose connections by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the entrance from the exit passageway to other areas of the building.
4. In covered mall buildings, adjacent to each exterior public entrance to the mall and adjacent to each entrance from an *exit* passageway or *exit corridor* to the mall. In open mall buildings, adjacent to each public entrance to the mall at the perimeter line and adjacent to each entrance from an exit passageway or exit corridor to the mall.
5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way a hose connection shall be located to serve the roof or at the highest landing of a stairway with stair access to the roof provided in accordance with Section 1011.12. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes.
6. Where the most remote portion of a nonsprinklered floor or story is more than 150 feet (45 720 mm) from a hose connection or the most remote portion of a sprinklered floor or story is more than 200 feet (60 960 mm) from a hose connection, the *fire code official* is authorized to require that additional hose connections be provided in *approved* locations.

7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors or as required by the code official.

905.9 Valve Supervision

Valves controlling water supplies shall be supervised in the open position so that a change in the normal position of the valve will generate a supervisory signal at the supervising station required by Section 903.4. Where a fire alarm system is provided, a signal shall also be transmitted to the control unit.

Exceptions:

1. Valves to underground key or hub valves in roadway boxes provided by the municipality or public utility do not require supervision.
2. Valves locked in the normal position and inspected as provided in this code in buildings not equipped with a fire alarm system.

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds and not more than 90 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

907 Fire Alarm and Detection Systems

907.1 General

907.1.4 Design Standards

All alarm systems new or replacement shall be analog addressable unless approved by the fire code official.

Exception:

Existing systems need not comply unless the total building remodel or expansion exceeds 30% of the building or cumulative building remodel or expansion exceeds 50% of the original construction of the building.

907.1.5 Signal Transmission

All signal transmissions from the protected facilities to the central station monitoring facility shall comply with NFPA 72 26.6.3.2.1.4; where referring to "one telephone-line" shall mean a hard-wired telephone line on a public switched telephone network (PSTN).

907.2 Where Required – New Buildings and Structures

907.2.1 Group A

A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the occupant load due to the assembly occupancy is~~ having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Activation of fire alarm modification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot candle (11 lux) at the walking surface. level, and
2. Stop any conflicting or confusing sounds and visual distractions.

Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

907.2.3 Group E

A manual fire alarm system that activates the occupant notification system ~~initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and~~ installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' of open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. A manual fire alarm system is not required in Group E educational and day care occupancies with an ~~occupant load of 50 or~~ less than 30 when provided with an approved automatic sprinkler system.
 - a. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (for care of more than five children 2 ½ or less years of age, see Section 907.2.6.).
2. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of 100 or less, provided that activation of the manual fire alarm system initiates an approved occupant notification signal in accordance with Section 907.5.

3. Manual fire alarm boxes are not required in Group E occupancies where all of the following apply:
 - a. Interior *corridors* are protected by smoke detectors.
 - b. Auditoriums, cafeterias, gymnasiums and similar areas are protected by *heat detectors* or other *approved* detection devices.
 - c. Shops and laboratories involving dusts or vapors are protected by *heat detectors* or other *approved* detection devices.
4. Manual fire alarm boxes shall not be required in Group E occupancies where all of the following apply:
 - a. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1.
 - b. The emergency voice/alarm communication system will activate on sprinkler water flow.
 - c. Manual activation provided from a normally occupied location.

907.2.3.1 Manual Fire Alarm Box Tamper Covers

Where pull stations are installed, a tamper cover with a local audible alarm shall be installed.

907.2.6 Group I

907.2.6.4 Manual Fire Alarm Box Tamper Covers

Where pull stations are installed, a tamper cover with a local audible alarm shall be installed.

907.2.12 High-Rise Buildings

High-rise buildings shall be provided with an automatic smoke detection system in accordance with Section 907.2.13.1, a fire department communication system in accordance with Section 907.2.13.2 and an emergency voice/alarm communication system in accordance with Section 907.5.2.2.

Exceptions:

1. Airport traffic control towers in accordance with Section 907.2.22 and Section 412 of the *International Building Code*.
2. Open parking garages in accordance with Section 406.5 of the *International Building Code*.
3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*, however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.
4. Low-hazard special occupancies in accordance with Section 503.1.1 of the *International Building Code*.
5. Buildings with an occupancy in Group H-1, H-2 or H-3 in accordance with Section 415 of the *International Building Code*.
6. In Group I-1 and I-2 occupancies, the alarm shall sound at a constantly attended location and occupant notification shall be broadcast by the emergency voice/alarm communication system.

907.5 Occupant Notification Systems

907.5.2 Alarm Notification Appliances

907.5.2.3 Type

Manual alarm actuating devices shall be an approved double action type.

907.5.3 Sound System Shunt

Where a fire alarm is installed, any circuit in which a sound system is installed for the purpose of projecting voice (other than emergency voice communication systems), music, or other sound shall be provided with a shunt mechanism to disable the circuit eliminating any potential conflict of the audible notification devices of the alarm system.

907.6 Installation

907.6.1 Wiring

907.6.1.1 Wiring Installation

All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation from an addressable input (monitor) module may be wired Class B, provided the distance from the addressable module to the initiating devices is ten feet or less.

907.6.6 Monitoring

907.6.6.3 Communications Requirements

All alarm systems, new or replacement, shall transmit alarm, supervisory and trouble signals descriptively to the approved central station as defined by NFPA 72, with the correct device designation and location of addressable device identification. Alarms shall not be permitted to be transmitted as a General Alarm or Zone condition.

907.11 Password Protection Prohibited

No fire alarm system shall be protected by a password or pin number that would hinder immediate silencing capabilities by the fire department.

907.12 Occupant Reset

Once an alarm is initiated and fire department is contacted, no person shall silence or reset an alarm prior to fire department arrival.

910 Smoke and Heat Removal

910.2 Where Required

Smoke and heat vents or a mechanical smoke removal system shall be installed as required by Sections 910.2.1 and 910.2.2.

Exceptions:

1. Frozen food warehouses used solely for storage of Class I and II commodities where protected by an *approved automatic sprinkler system*.
2. Only manual smoke and heat removal shall be required in areas of building equipped with early suppression fast-response (ESFR) sprinkler. Automatic smoke and heat vents are prohibited.
3. Only manual smoke and heat removal shall be required in areas of buildings equipped with control mode special application sprinkler with a response time index of $50 (m \cdot S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

910.2.3 Group H

Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394m²) in single floor area.

Exception:

Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception:

Buildings of noncombustible construction containing only noncombustible materials.

910.3 Smoke and Heat Vents

The design and installation of smoke and heat vents shall be in accordance with Sections 910.3.1 through 910.3.3.

910.3.1 Listing and Labeling

Smoke and heat vents shall be *listed* and *labeled* to indicate compliance with UL793, ~~or FM 4430.~~

910.3.2 Vent Operation

Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 91.3.2.3.

910.3.2.1 Gravity-Operated Drop Out Vents

Automatic smoke and heat vents containing heat-sensitive glazing designed to shrink and drop out of the vent opening when exposed to fire shall fully open within 5 minutes after the vent cavity is exposed to a simulated fire represented by a time-temperature gradient that reaches an air temperature of 500°F (260°C) within 5 minutes.

910.3.2.2 Sprinklered Buildings

Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically. The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100°F (approximately 38°) greater than the temperature rating of the sprinklers installed.

910.3.2.3 Non-Sprinklered Buildings

Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

Exception:

Gravity operated drop out vents complying with Section 910.3.2.1.

910.3.3 Vent Dimensions

The effective venting area shall not be less than 16 square feet (1.5 m²) with no dimension less than 4 feet (1219 mm), excluding ribs or gutters having a total width of not exceeding 6 inches (152 mm).

912 Fire Department Connections

912.2 Location

With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be *approved* by the fire code official.

Fire department connections shall be remote (outside of the collapse zone) from the building and placed adjacent to the primary fire lane access for the building served.

912.2.2 Existing Buildings

Existing buildings shall have the fire department connection identified by an approved sign in accordance with the Fire Marshall's Office's Procedures and Specification Guide.

~~On existing buildings, wherever the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an *approved* sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" at least 6 inches (152 mm) high and words in letters at least 2 inches (51 mm) high or an arrow to indicate the location. All such signs shall be subject to the approval of the *fire code official*.~~

912.2.3 Hydrant Distance

An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

912.5 Signs

A sign shall be provided in accordance to the Fire Marshall's Office's Procedures and Specification Guide and shall be approved by the fire code official. The sign shall be mounted in an approved location and manner on all fire department connections serving automatic sprinklers, standpipes, or fire pump connections; or where required by the fire code official. Where the fire department connection does not serve the entire building, a sign shall be provided indicating the portion(s) of the building served.

~~A metal sign with raised letters at least 1 inch (25 mm) in size shall be mounted on all fire department connections serving automatic sprinklers, standpipes or fire pump connections. Such signs shall read: AUTOMATIC SPRINKLERS or STANDPIPES or TEST CONNECTION or a combination thereof as applicable. Where the fire department connection does not serve the entire building, a sign shall be provided indicating the portions of the building served.~~

913 Fire Pumps

913.1 General

Where provided, fire pumps shall be installed in accordance with this section and NFPA 20.

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. 8in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door as required by Section 506.1.

Exception:

When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required in Section 506.1.

CHAPTER 10. MEANS OF EGRESS**[BE] 1010 Doors, Gates and Turnstiles****[BE] 1010.1 Doors****[BE] 1010.1.9 Door Operations****[BE] 1010.1.9.5 Bolt Locks**

Manually operated flush bolts or surface bolts are not permitted.

Exception:

1. On doors not required for egress in individual dwelling units or sleeping units.
2. Where a pair of doors serves a storage or equipment room, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf.
3. Where a pair of doors serves an occupant load of less than 50 persons in a Group B, F, M or S occupancy, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf. The inactive leaf shall not contain doorknobs, panic bars or similar operating hardware.
4. Where a pair of doors serves a Group A, B, F, M or S occupancy, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf provided that such inactive leaf is not needed to meet egress capacity requirements and the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1. The inactive leaf shall not contain doorknobs, panic bars or similar operating hardware.
5. Where a pair of doors serves patient care rooms in Group I-2 occupancies, self-latching edge- or surface-mounted bolts are permitted on the inactive leaf provided that the inactive leaf is not needed to meet egress capacity requirements and the inactive leaf shall not contain doorknobs, panic bars or similar operating hardware.

1015 Exit and Exit Access Doorways**1015.1 Exit or Exit Access Doorways from Spaces****1015.1.2 All Exits and Exit Access Doorways**

All exits and exit access doorways shall be designed as though they are required exits.

1015.8 Window Opening Control Devices

Windows in Group R-2 and R-3 buildings including dwelling units, where the top of the sill of an operable window opening is located less than 36 inches above the finished floor and more than 72 inches (1829 mm) above the finished grade or other surface below on the exterior of the building, shall comply with one of the following:

1. Operable windows where the top of the sill of the opening is located more than ~~75~~ ~~55~~ feet (16 762 mm) ~~(22 860 mm)~~ above the finished grade or other surface below and that are provided with window fall prevention devices that comply with ASTM F 2006.

2. Operable windows where the openings will not allow a 4-inch-diameter (102 mm) sphere to pass through the opening when the window is in its largest opened position.
3. Operable windows where the openings are provided with window fall prevention devices that comply with ASTM F2090.
4. Operable windows that are provided with window opening control devices that comply with Section 1015.8.1.

1015.9 Electrical Rooms

For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.

1016 Exit Access

1016.2 Egress Through Intervening Spaces

1016.2.2 Group F-1 and S-1 Increase

The maximum exit access travel distance shall be 400 feet (122 m) in Group F-1 and S-1 occupancies where all of the following are met:

1. The portion of the building classified as Group F-1 or S-1 is limited to one story in height;
2. The minimum height from the finished floor to the bottom of the ceiling or roof slab or deck is 24 feet (7315 mm); and
3. The building is equipped throughout with an automatic fire sprinkler system in accordance with Section 903.3.1.1.

1020 Corridors

1020.1 Construction

Corridors shall be fire-resistance rated in accordance with Table 1018.1. The *corridor* walls required to be fire-resistance rated shall comply with Section 708 of the *International Building Code* for *fire partitions*.

Exceptions:

1. A *fire-resistance rating* is not required for *corridors* in an occupancy in Group E where each room that is used for instruction has at least one door opening directly to the exterior and rooms for assembly purposes have at least one-half of the required *means of egress* doors opening directly to the exterior. Exterior doors specified in this exception are required to be at ground level.
2. A *fire-resistance rating* is not required for *corridors* contained within a *dwelling or sleeping unit* in an occupancy in Group R.
3. A *fire-resistance rating* is not required for *corridors* in *open parking garages*.
4. A *fire-resistance rating* is not required for *corridors* in an occupancy in Group B which is a space requiring only a single *means of egress* complying with Section 1015.1.

5. *Corridors* adjacent to the exterior walls of buildings shall be permitted to have unprotected openings on unrated exterior walls where unrated walls are permitted by Table 602 of the *International Building Code* and unprotected openings are permitted by Table 705.8 of the *International Building Code*.
6. In Group B office buildings, corridor walls and ceilings within single tenant spaces need not be of fire-resistive construction when the tenant space corridor is provided with system smoke detectors tied to an approved automatic fire alarm. The actuation of any detector shall activate alarms audible in all areas served by the corridor.

1027 Exterior Exit Stairways and Ramps

1027.6 Exterior Stairway and Ramp Protection

Exterior exit stairways and *ramps* shall be separated from the interior of the building as required in Section 1022.7. Openings shall be limited to those necessary for egress from normally occupied spaces.

Exceptions:

1. Separation from the interior of the building is not required for occupancies, other than those in Group R-1 or R-2, in buildings that are no more than two stories above grade plane where a *level of exit discharge* serving such occupancies is the *first story above grade plane*.
2. Separation from the interior of the building is not required where the *exterior stairway* or *ramp* is served by an *exterior ramp* or balcony that connects two remote *exterior stairways* or other approved *exits* with a perimeter that is not less than 50 percent open. To be considered open, the opening shall be a minimum of 50 percent of the height of the enclosing wall, with the top of the openings no less than 7 feet (2134 mm) above the top of the balcony.
3. Separation from the open-ended corridors of the building interior of the building is not required for *exterior stairways* or *ramps* connected to open-ended corridors, provided that Items 4.1 through 4.5 are met:
 - 3.1. The building, including *corridors*, *stairways* or *ramps*, shall be equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 or 903.3.1.2.
 - 3.2. The open-ended *corridors* comply with Section 1018.
 - 3.3. The open-ended *corridors* are connected on each end to an *exterior exit ramp* or *stairway* complying with Section 1026.
 - 3.4. The exterior walls and openings adjacent to the *exterior exit stairway* or *ramp* comply with Section 1022.7.
 - 3.5. At any location in an open-ended *corridor* where a change of direction exceeding 45 degrees (0.79 rad) occurs, a clear opening of not less than 35 square feet (3.3 m²) or an *exterior stairway* or *ramp* shall be provided. Where clear openings are provided, they shall be located so as to minimize the accumulation of smoke or toxic gases.
4. In Group R-3 occupancies not more than four stories in height, exterior exit stairways and ramps serving individual dwelling units are not required to be separated from the interior of the building where the exterior exit stairway or ramp discharges directly to grade.

1030 Emergency Escape and Rescue

1030.1 General

In addition to the means of egress required by this chapter, emergency escape and rescue openings shall be provided in the following occupancies:

1. Group R-2 occupancies located in stories with only one exit or access to only one exit as permitted by Tables 1006.3.3(1) and 1006.3.3(2).
2. Group R-3 and R-4 occupancies.
3. Group I-1 occupancies.

Basements and sleeping rooms below the fourth story above grade plane shall have not fewer than one exterior emergency escape and rescue opening in accordance with this section. Where basements contain one or more sleeping rooms, emergency escape and rescue openings shall be required in each sleeping room, but shall not be required in adjoining areas of the basement. Such openings shall open direction into a public way or to a yard or court that opens to a public way.

Exceptions:

1. *Basements* with a ceiling height of less than 80 inches (2032 mm) shall not be required to have *emergency escape and rescue openings*.
2. *Emergency escape and rescue openings* are not required from *basements* or sleeping rooms that have an *exit* door or *exit access* door that opens directly into a *public way* or to a *yard, court* or exterior exit balcony that opens to a *public way*.
3. *Basements* without habitable spaces and having no more than 200 square feet (18.6 m²) in floor area shall not be required to have *emergency escape and rescue openings*.
4. Within individual dwelling and sleeping units in Groups R-2 and R-3, where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, sleeping rooms in basements shall not be required to have emergency escape and rescue openings provided that the basement has one of the following:
 - 4.1. One means of egress and one emergency escape and rescue opening.
 - 4.2. Two means of egress
5. In other than Group R-3 occupancies, buildings equipped throughout with an approved automatic sprinkler system in accordance with Sections 903.3.1.1 or 903.3.1.2.

1031 Maintenance of the Means of Egress

1031.2 Reliability

Required *exit accesses, exits* and *exit discharges* shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency. ~~where the building area served by the means of egress is occupied.~~ An *exit* or *exit passageway* shall not be used for any purpose that interferes with a *means of egress*.

CHAPTER 11. CONSTRUCTION REQUIREMENTS FOR EXISTING BUILDINGS

1103 Fire Safety Requirements for Existing Buildings

1103.3 Elevator Operation

Existing elevators with a travel distance of 25 feet (7620 mm) or more above or below the main floor or other level of a building and intended to serve the needs of emergency personnel for fire-fighting or rescue purposes shall be provided with emergency operation in accordance with ASME A17.3. Provide emergency signage as required by Section 607.2

1103.5 Sprinkler System

1103.5.2 Group I-2

In Group I-2, an automatic sprinkler system shall be provided in accordance with Section 1105.9. Fire sprinkler system installation shall be completed within 24 months from date of notification by the fire code official.

1103.5.5 Spray Booths and Rooms

Existing spray booths and spray rooms shall be protected by an approved automatic fire extinguishing system in accordance with Section 2404.

1103.7 Fire Alarm Systems

1103.7.7 Fire Alarm System Design Standards

Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception:

Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1107.7.1 Communication Requirements

Refer to Section 907.6.6 for applicable requirements.

CHAPTER 12. ENERGY SYSTEMS

1203 Emergency and Standby Power Systems

1203.1 General

1203.1.3 Installation

Emergency power systems and standby power systems shall be installed in accordance with the International Building Code, NFPA 70, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.

1203.10 Critical Operations Power Systems (COPS)

For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reason of public safety, emergency management, national security or business continuity see NFPA 70.

1203.2 Where Required

Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.26 ~~1203.2.18~~ or elsewhere identified in this code or any other referenced code.

1203.2.4 Emergency Voice/Alarm Communication Systems

Emergency power shall be provided for emergency voice/alarm communication systems in the following occupancies, or as specified elsewhere in this code, and as required in Section 907.5.2.2.5. The system shall be capable of power the required load for a duration of not less than 24 hours, as required in NFPA 72.

Covered and Open Mass, Section 907.2.19 and 914.2.3.

Group A occupancies, Sections 907.2.1 and 907.5.2.2.4.

Special amusement buildings, Section 907.2.11.

High rise buildings, Section 907.2.12.

Atriums, Section 907.2.13.

Deep underground buildings, Section 907.2.18.

1203.2.14 Means of Egress Illumination

Emergency power shall be provided for means of egress illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)

1203.2.15 Membrane Structures

Emergency power shall be provided for exit signs in temporary tents and membrane structures in accordance with Section 3103.12.6 (90 minutes). Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the International Building Code (4 hours). Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with Section 3103.10.4.

1203.2.17 Smoke Control Systems

Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:

Covered mall building, IBC, Section 402.7.

Atriums, IBC, Section 404.7.

Underground buildings, IBC, Section 405.8

Group I-3, IBC, Section 408.4.2.

Stages, IBC, Section 410.2.5.

Special amusement buildings (as applicable to Group A's), IBC, Section 411.1.

Smoke protected seating, Section 1029.6.2.

1203.2.19 Covered and Open Mall Buildings

Emergency power shall be provided in accordance with Section 907.2.19 and 914.2.3.

1203.2.20 Airport Traffic control Towers

A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment and lighting.

1. Pressurization equipment, mechanical equipment and lighting.
2. Elevator operating equipment
3. Fire alarm and smoke detection systems.

1203.2.21 Smoke Proof enclosures and Stair Pressurization Alternative

Standby power shall be power shall be provided for smoke proof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the International Building Code, Section 909.20.6.2.

1203.2.22 Elevator Pressurization

Standby power shall be provided for elevator pressurization system as required by the International Building Code, Section 909.21.5.

1203.2.23 Elimination of Smoke Dampers in Shaft Penetrations

Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the International Building Code, Section 717.5.3, exception 2.3.

1203.2.24 Common Exhaust Systems for Clothes Dryers

Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the International Mechanical Code, Section 504.10, item 7.

1203.2.25 Hydrogen Cutoff Rooms

Standby power shall be provided for mechanical ventilation and gas detection systems of Hydrogen Cutoff Rooms in accordance with the International Building Code, Section 421.

1203.2.26 Means of Egress Illumination in Existing Buildings

Emergency power shall be provided for means of egress illumination in accordance with Section 1104.5 when required by the fire code official (90 minutes in I-2, 60 minutes elsewhere).

1203.7 Energy Time Duration

Unless a time limit is specified by the fire code official, in this chapter or elsewhere in this code, or in any other referenced code or standard, the emergency and standby power system shall be supplied with enough fuel or energy storage capacity for not less than 2-hour full-demand operation of the system.

Exception:

Where the system is supplied with natural gas from utility provider and is approved.

CHAPTER 23. MOTOR FUEL-DISPENSING FACILITIES AND REPAIR GARAGES

2304 Dispensing Operations

2304.1 Supervision of Dispensing

The dispensing of fuel at motor fuel-dispensing facilities shall be in accordance with the following: conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times or shall be in accordance with Section 2304.3.

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or,
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time the qualified attendant of item Number 1 or 2 is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

CHAPTER 24. FLAMMABLE FINISHES

2401 General

2401.2 Nonapplicability

~~This chapter shall not apply to spray finishing utilizing flammable or combustible liquids which do not sustain combustion, including:~~

- ~~1. Liquids that have no fire point when tested in accordance with ASTM D 92.~~
- ~~2. Liquids with a flashpoint greater than 95°F (35°C) in a water miscible solution or dispersion with a water and inert (noncombustible) solids content of more than 80 percent by weight.~~

CHAPTER 31. TENTS, TEMPORARY SPECIAL EVENT STRUCTURES AND OTHER MEMBRANE STRUCTURES

3103 Temporary Tents and membrane Structures

3103.3 Outdoor Assembly Tent

~~3103.3.1 Special Amusement Building~~

~~Tents and other membrane structures erected as a special amusement building shall be equipped with an automatic sprinkler system in accordance with Section 411.3 of the International Building Code.~~

CHAPTER 32. HIGH-PILED COMBUSTIBLE STORAGE

3204 Designation of High-Piled Storage Areas

Any building exceeding 5,000 square feet that has a clear height in excess of 12 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage and shall comply with the provisions of this section. When a specific product cannot be identified, a fire protection system shall be installed as for Class IV commodities, to the maximum pile height.

3206 General Fire Protection and Life Safety Features

Table 3206.2 General Fire Protection and Life Safety Features

Revise table cell as follows: Commodity Class = High & Size of High-Piled Storage Area = Greater than 300,000^{f&i}

Amend footnotes to Table 3206.2 as follows:

h. ~~Not required~~ Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m · s)^{1/2} or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13-, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.

j. High hazard high-piled storage areas shall not exceed 500,000 square feet. A 2-hour fire wall constructed in accordance with Section 706 of the International Building Code shall be used to divide high-piled storage exceeding 500,000 square feet in area.

CHAPTER 33. FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION

3310 Access for Fire Fighting

3310.1 Required Access

Approved vehicle access for fire fighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet (30 480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.

When fire apparatus access roads are required to be installed for any structure or development, they shall be approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.

CHAPTER 50. HAZARDOUS MATERIALS-GENERAL PROVISIONS

5006 Hazardous Materials Route

5006.1 General

Through vehicles carrying materials determined to be hazardous by the United States Department of Transportation are prohibited from transporting such materials over and upon public streets and thoroughfares of the Town of Lakewood Village except upon a designated Hazardous Materials Route.

CHAPTER 56. EXPLOSIVES AND FIREWORKS

5601 General

5601.1 Scope

5601.1.3 Fireworks

The possession, manufacture, storage, sale, handling and use of fireworks are prohibited.

Exceptions:

1. Only when approved fireworks displays, storage and handling are allowed in Section 5604 and 5608, Storage and handling of fireworks as allowed in Section 5604.
- ~~2. The use of fireworks for approved fireworks displays allowed in Section 5608. Manufacture, assembly and testing of fireworks as allowed in Section 5605.~~
- ~~3. The use of fireworks for fireworks displays as allowed in Section 5608.~~
- ~~4. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulations, provided such fireworks comply with CPSC 16 CFR Parts 1500 and 1507, and DOTn 49 CFR Parts 100-185, for consumer fireworks.~~

5601.1.3.1 Fireworks a Public Nuisance.

The presence or use of any firework within the jurisdiction of the Town of Lakewood Village in violation of this ordinance is hereby declared to be a misdemeanor as well as a common and public nuisance. The Fire Chief is authorized and directed to seize and immediately cause to be safely destroyed any firework found within the jurisdiction of the Town of Lake Lakewood Village in violation of this ordinance.

5601.3 Prohibited Explosives

Storage of explosive material and blasting agents are prohibited within the incorporated limits of the Town of Lakewood Village.

~~Permits shall not be issued or renewed for possession, manufacture, storage, handling, sale or use of the following materials and such materials currently in storage or use shall be disposed of in an approved manner.~~

- ~~1. Liquid nitroglycerin.~~
- ~~2. Dynamite containing more than 60 percent liquid explosive ingredient.~~
- ~~3. Dynamite having an unsatisfactory absorbent or one that permits leakage of a liquid explosive ingredient under any conditions liable to exist during storage.~~
- ~~4. Nitrocellulose in a dry and uncompressed condition in a quantity greater than 10 pounds (4.54 kg) of net weight in one package.~~
- ~~5. Fulminate of mercury in a dry condition and fulminate of all other metals in any condition except as a component of manufactured articles not hereinafter forbidden.~~
- ~~6. Explosive compositions that ignite spontaneously or undergo marked decomposition, rendering the products of their use more hazardous, when subjected for 48 consecutive hours or less to a temperature of 167°F (75°C).~~
- ~~7. New explosive materials until approved by DOTn, except that permits are allowed to be issued to educational, governmental or industrial laboratories for instructional or research purposes.~~
- ~~8. Explosive materials condemned by DOTn.~~
- ~~9. Explosive materials containing an ammonium salt and a chlorate.~~
- ~~10. Explosives not packed or marked as required by DOTn 49 CFR Parts 100-185.~~

Exception: Gelatin dynamite.

CHAPTER 57. FLAMMABLE AND COMBUSTIBLE LIQUIDS

5703 General Requirements

5703.6 Piping System

Piping systems, and their component parts, for flammable and *combustible liquids* shall be in accordance with Sections 5703.6.1 through 5703.6.11. An approved method of secondary containment shall be provided for underground tank and piping systems.

5704 Storage

5704.2 Tank Storage

5704.2.9 Above Ground Tanks

5704.2.9.5 Above-Ground Tanks Inside of Buildings

Above-ground tanks inside of buildings shall comply with Sections 5704.2.9.5.1 through and 5704.2.9.5.3. ~~5704.2.9.5.2.~~

5704.2.9.5.3 Combustible Liquid Storage Tanks Inside of Buildings

The maximum aggregate allowable quantity limit shall be 3,000 gallons (11 356 L) of Class II or III combustible liquid for storage in protected aboveground tanks complying with Section 5704.2.9.7 when all of the following conditions are met:

1. The entire 3,000 gallon (11 356 L) quantity shall be stored in protected above-ground tanks;
2. The 3,000 gallon (11 356 L) capacity shall be permitted to be stored in a single tank or multiple smaller tanks;
3. The tanks shall be located in a room protected by an automatic sprinkler system complying with Section 903.3.1.1; and
4. Tanks shall be connected to fuel-burning equipment, including generators, utilizing an approved closed piping system.

The quantity of combustible liquid stored in tanks complying with this section shall not be counted towards the maximum allowable quantity set forth in Table 5003.1.1(1), and such tanks shall not be required to be located in a control area. Such tanks shall not be located more than two stories below grade.

5704.2.11 Underground Tanks

5704.2.11.4 Leak Prevention

Leak prevention for underground tanks shall comply with Section 5704.2.11.4.1 ~~and~~, 5704.2.11.4.2 and 5704.2.11.5.1.

5704.2.11.4.2 Leak Detection

Underground storage tank systems shall be provided with an approved method of leak detection from any component of the system that is designed and installed in accordance with NFPA30 and as specified in Section 5704.2.11.5.3.

5704.2.11.4.3 Observation Wells

Approved sampling tubes of a minimum 6 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.

5706 Special Operations

5706.5 Bulk Transfer and Process Transfer Operations

5706.5.4 Dispensing from Tank Vehicles and Tank Cars

5706.5.4.5 Commercial, Industrial, Governmental or Manufacturing

Dispensing of Class II and III motor vehicle fuel from tank vehicles into the fuel tanks of motor vehicles located at commercial, industrial, governmental or manufacturing establishments is allowed where permitted, provided such dispensing operations are conducted in accordance with Sections 5706.5.4.5.1 through 5706.5.4.5.3.

Dispensing of Class II and III motor vehicle fuel from tank vehicles into the fuel tanks of motor vehicles located at commercial, industrial, governmental or manufacturing establishments is allowed where permitted, provided such dispensing operations are conducted in accordance with the following:

1. ~~Dispensing shall occur only at sites that have been issued a permit to conduct mobile fueling.~~
2. ~~The owner of a mobile fueling operation shall provide to the jurisdiction a written response plan which demonstrates readiness to respond to a fuel spill and carry out appropriate mitigation measures, and describes the process to dispose properly of contaminated materials.~~
3. ~~A detailed site plan shall be submitted with each application for a permit. The site plan shall indicate: all buildings, structures and appurtenances on site and their use or function; all uses adjacent to the lot lines of the site; the locations of all storm drain openings, adjacent waterways or wetlands; information regarding slope, natural drainage, curbing, impounding and how a spill will be retained upon the site property; and the scale of the site plan.~~

~~Provisions shall be made to prevent liquids spilled during dispensing operations from flowing into buildings or off-site. Acceptable methods include, but shall not be limited to, grading driveways, raising doorsills or other approved means.~~

4. ~~The fire code official is allowed to impose limits on the times and days during which mobile fueling operations is allowed to take place, and specific locations on a site where fueling is permitted.~~
5. ~~Mobile fueling operations shall be conducted in areas not accessible to the public or shall be limited to times when the public is not present.~~
6. ~~Mobile fueling shall not take place within 15 feet (4572 mm) of buildings, property lines, combustible storage or storm drains.~~

Exceptions:

1. ~~The distance to storm drains shall not apply where an approved storm drain cover or an approved equivalent that will prevent any fuel from reaching the drain is in place prior to fueling or a fueling hose being placed within 15 feet (4572 mm) of the drain. Where placement of a storm drain cover will cause the accumulation of excessive water or difficulty in conducting the fueling, such cover shall not be used and the fueling shall not take place within 15 feet (4572 mm) of a drain.~~
2. ~~The distance to storm drains shall not apply for drains that direct influent to approved oil interceptors.~~
7. ~~The tank vehicle shall comply with the requirements of NFPA 385 and local, state and federal requirements. The tank vehicle's specific functions shall include that of supplying fuel to motor vehicle fuel tanks. The vehicle and all its equipment shall be maintained in good repair.~~
8. ~~Signs prohibiting smoking or open flames within 25 feet (7620 mm) of the tank vehicle or the point of fueling shall be prominently posted on three sides of the vehicle including the back and both sides.~~

9. A portable fire extinguisher with a minimum rating of 40:BC shall be provided on the vehicle with signage clearly indicating its location.
10. The dispensing nozzles and hoses shall be of an *approved* and *listed* type.
11. The dispensing hose shall not be extended from the reel more than 100 feet (30 480 mm) in length.
12. Absorbent materials, nonwater absorbent pads, a 10-foot long (3048 mm) containment boom, an *approved* container with lid and a nonmetallic shovel shall be provided to mitigate a minimum 5-gallon (19 L) fuel spill.
13. Tank vehicles shall be equipped with a "fuel limit" switch such as a count-back switch, to limit the amount of a single fueling operation to a maximum of 500 gallons (1893 L) before resetting the limit switch.

Exception: Tank vehicles where the operator carries and can utilize a remote emergency shutoff device which, when activated, immediately causes flow of fuel from the tank vehicle to cease.

14. Persons responsible for dispensing operations shall be trained in the appropriate mitigating actions in the event of a fire, leak or spill. Training records shall be maintained by the dispensing company and shall be made available to the *fire code official* upon request.
15. Operators of tank vehicles used for mobile fueling operations shall have in their possession at all times an emergency communications device to notify the proper authorities in the event of an emergency.
16. The tank vehicle dispensing equipment shall be constantly attended and operated only by designated personnel who are trained to handle and dispense motor fuels.
17. Fuel dispensing shall be prohibited within 25 feet (7620 mm) of any source of ignition.
18. The engines of vehicles being fueled shall be shut off during dispensing operations.
19. Nighttime fueling operations shall only take place in adequately lighted areas.
20. The tank vehicle shall be positioned with respect to vehicles being fueled to prevent traffic from driving over the delivery hose.
21. During fueling operations, tank vehicle brakes shall be set, chock blocks shall be in place and warning lights shall be in operation.
22. Motor vehicle fuel tanks shall not be topped off.
23. The dispensing hose shall be properly placed on an *approved* reel or in an *approved* compartment prior to moving the tank vehicle.
24. The *fire code official* and other appropriate authorities shall be notified when a reportable spill or unauthorized discharge occurs.
25. Operators shall place a drip pan or an absorbent pillow under each fuel fill opening prior to and during dispensing operations. Drip pans shall be liquid tight. The pan or absorbent pillow shall have a capacity of not less than 3 gallons (11.36 L). Spills retained in the drip pan or absorbent pillow need not be reported. Operators, when fueling, shall have on their person an absorbent pad capable of capturing diesel fuel overfills. Except during fueling, the nozzle shall face upward and an absorbent pad shall be kept under the nozzle

~~to catch drips. Contaminated absorbent pads or pillows shall be disposed of regularly in accordance with local, state and federal requirements.~~

5706.5.4.5.1 Site Requirements

1. Dispensing may occur at sites that have been permitted to conduct mobile fueling.
2. A detailed site plan shall be submitted with each application for a permit. The site plan must indicate: a. all buildings, structures, and appurtenances on site and their use or function; b. all uses adjacent to the property lines of the site; c. the locations of all storm drain openings, adjacent waterways or wetlands; d. information regarding slope, natural drainage, curbing, impounding and how a spill will be retained upon the site property; and, e. The scale of the site plan.
3. The Fire Code Official is authorized to impose limits upon: the times and/or days during which mobile fueling operations are allowed to take place and specific locations on a site where fueling is permitted.
4. Mobile fueling operations shall be conducted in areas not generally accessible to the public.
5. Mobile fueling shall not take place within 15 feet (4.572 m) of buildings, property lines, or combustible storage.

5706.5.4.5.2 Refueling Operator Requirements

1. The owner of a mobile fueling operations shall provide to the jurisdiction a written response plan which demonstrates readiness to respond to a fuel spill, carry out appropriate mitigation measures, and to indicate its process to properly dispose of contaminated materials when circumstances require.
2. The tank vehicle shall comply with the requirements of NFPA 385 and Local, State and Federal requirements. The tank vehicle's specific functions shall include that of supplying fuel to motor vehicle fuel tanks. The vehicle and all its equipment shall be maintained in good repair.
3. Signs prohibiting smoking or open flames within 25 feet (7.62 m) of the tank vehicle or the point of fueling shall be prominently posted on 3 sides of the vehicle including the back and both sides.
4. A fire extinguisher with a minimum rating of 40:BC shall be provided on the vehicle with signage clearly indicating its location.
5. The dispensing nozzles and hoses shall be of an approved and listed type.
6. The dispensing hose shall not be extended from the reel more than 100 feet (30.48m) in length.
7. Absorbent materials, non-water absorbent pads, a 10 foot (3.048 m) long containment boom, an approved container with lid, and a non-metallic shovel shall be provided to mitigate a minimum 5-gallon fuel spill.
8. Tanker vehicles shall be equipped with a fuel limit switch such as a count-back switch, limiting the amount of a single fueling operation to a maximum of 500 gallons (1893 L) between resetting of the limit switch. Exception: Tankers utilizing remote emergency shut-off device capability where the operator constantly carries the shut-off device which, when activated, immediately causes flow of fuel from the tanker to cease.

9. Persons responsible for dispensing operations shall be trained in the appropriate mitigating actions in the event of a fire, leak, or spill. Training records shall be maintained by the dispensing company and shall be made available to the fire code official upon request.
10. Operators of tank vehicles used for mobile fueling operations shall have in their possession at all times an emergency communications device to notify the proper authorities in the event of an emergency.

5706.5.4.5.3 Operations Requirements

1. The tank vehicle dispensing equipment shall be constantly attended and operated only by designated personnel who are trained to handle and dispense motor fuels.
2. Prior to beginning dispensing operations, precautions shall be taken to assure ignition sources are not present.
3. The engines of vehicles being fueled shall be shut off during dispensing operations.
4. Night time fueling operations shall only take place in adequately lighted areas.
5. The tank vehicle shall be positioned with respect to vehicles being fueled so as to preclude traffic from driving over the delivery hose and between the tank vehicle and the motor vehicle being fueled.
6. During fueling operations, tank vehicle brakes shall be set, chock blocks shall be in place and warning lights shall be in operation.
7. Motor vehicle fuel tanks shall not be topped off.
8. The dispensing hose shall be properly placed on an approved reel or in an approved compartment prior to moving the tank vehicle.
9. The Code Official and other appropriate authorities shall be notified when a reportable spill or unauthorized discharge occurs.

CHAPTER 61. LIQUEFIED PETROLEUM GASES

6103 Installation of Equipment

6103.2 Use of LP-Gas Containers in Buildings

6103.2.1 Portable Containers

6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies

Where natural gas service is not available and where approved by the fire code official, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.

6104 Location of LP-Gas Containers

6104.2 Maximum Capacity within Established Limits

Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation

shall not exceed a water capacity of 2,000 gallons (7570 L) (see Section 3 of the Sample Legislation for Adoption of the *International Fire Code* on page xxi).

Exception:

1. In particular installations, this capacity limit shall be determined by the *fire code official*, after consideration of special features such as topographical conditions, nature of occupancy, and proximity to buildings, capacity of proposed LP-gas containers, degree of fire protection to be provided and capabilities of the local fire department.
2. Except as permitted in 308 and 6104.3.2, LP-gas containers are not permitted in residential areas.

6104.3 Container Location

6104.3.2 Spas, Pool Heaters and other Listed Devices

Where natural gas service is not available and where approved by the fire code official, an LP-Gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250-gallon water capacity per lot. See Table 6104.3 for location of containers.

Exception:

Lots where LP can be off loaded wholly on the property where the tank is located may install 500 gallon above ground or 1,000 gallon underground approved containers.

6107 Safety Precautions and Devices

6107.4 Protecting Containers from Vehicles

Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with Section 312, NFPA 58.

6109 Storage of Portable LP-Gas Containers Awaiting Use or Resale

6109.13 Protection of Containers

LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4

Exception

~~Vehicle impact protection shall not be required for protection of LP-gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.~~



End of Exhibit A

ADOPTION AND SUMMARY OF AMENDMENTS

Ordinance Number	Date	Summary
22-XX	April 14, 2022	<ul style="list-style-type: none">• Remove Little Elm as Fire Marshall• Prohibit Developers from Burning
21-14	July 8, 2021	<ul style="list-style-type: none">• Referenced 2018 IRC
16-15	October 13, 2016	<ul style="list-style-type: none">• Removed ETJ
15-16	December 10, 2015	<ul style="list-style-type: none">• Amended to match Little Elm adopted Fire Code.
11-06 98-04A	May 12, 2011	REPEALED

THE TOWN OF LAKEWOOD VILLAGE, TEXAS

RESOLUTION NO. 22-12

A RESOLUTION OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, RELATING TO THE C-3 VOLUNTARY PETITION FOR ANNEXATION OF CERTAIN TERRITORIES IN THE EXTRATERRITORIAL JURISDICTION OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, TO WIT BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN DENTON COUNTY, TEXAS WITH THE LEGAL DESCRIPTION AS FOLLOWS: 4.7860 ACRE TRACT OF LAND DESCRIBED AS A0339A C.C DICKSON, TR(1), 4.786 ACRES; AND BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN DENTON COUNTY, TEXAS WITH THE LEGAL DESCRIPTION AS FOLLOWS: 4.6960 ACRE TRACT OF LAND DESCRIBED AS A0339A C.C DICKSON, TR 1(N), 4.696 ACRES; AND BEING MORE PARTICULARLY DESCRIBED BY IN EXHIBIT "A" AND GRAPHICALLY DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN; CALLING A PUBLIC HEARING REGARDING ANNEXATION, DIRECTING NOTICES OF PUBLIC HEARING BE PROVIDED AS PRESCRIBED BY LAW; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lakewood Village is a Type A General-Law municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code (the "Act") and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, legal descriptions of the area proposed to be annexed is attached hereto as Exhibit "A" and is geographically depicted in Exhibit "B", both of which are attached hereto and incorporated herein as if written word for word (together the "Area"); and

WHEREAS, the Town received a petition requesting voluntary annexation from the owner of the Area (the "Owner") containing all elements required by Section 43.0671 of the Act (the "Petition"); and

WHEREAS, the Town Council directs publication, mailing and distribution of notice(s) for a public hearing, as required by the Act, to consider the annexation of the Area; and

WHEREAS, all required statutory notices and procedures related to the Petition in Chapter 43 of the Act have been accomplished; and

WHEREAS, in accordance with Chapter 43 of the Act, a Written Service Agreement for the Area was entered by and between the Town and the Owner; and

WHEREAS, the Town Council of the Town of Lakewood Village, Texas has determined that the Area to be annexed, as set forth in the Petition, is located within the extraterritorial jurisdiction of the Town; and

WHEREAS, the Town Council of the Town of Lakewood Village, Texas has investigated into, has determined, and officially finds that no part of the Area is within the extraterritorial jurisdiction of any other incorporated town or town.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct, are incorporated herein, are legislative findings of the Town Council, and are made a part hereof for all purposes.

SECTION 2
CALLING OF PUBLIC HEARING AND PROVIDING NOTICES

A. Calling of Public Hearings. The Town Council hereby calls a public hearing about annexation of the Area, at which members of the public shall be given an opportunity to be heard, at **LAKEWOOD VILLAGE TOWN HALL, 100 HIGHRIDGE DRIVE, LAKEWOOD VILLAGE, TEXAS** at on the following date and time:

May 12, 2022 at 7:00 p.m.

The ordinance annexing the Area may be adopted immediately following the public hearing called above.

B. Notice of Public Hearing. The Town Secretary is hereby authorized and directed to cause notice of the public hearing called by Section 2.A. to be sent to; (i) property owners in the Area, (ii) any school district or public entity providing services to the Area, and (iii) any railroad having right-of-way in the Area, at least 11 days, but no more than 20 days, before the date of the public hearing. In addition, such notice shall be posted on the Town's website and published once in a newspaper having general circulation in the Town and in the Area at least 11 days, but not more than 20 days, before the date of the public hearing.

SECTION 3
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this resolution, or application thereof to any land, property, person or circumstance, is held invalid or

unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution, and the Town Council hereby declares it would have passed such remaining portions of this resolution despite such invalidity, which remaining portions shall remain in full force and effect. The Town Council hereby declares that if there is an error in any call or description in Exhibit “A”, the Town Council would have included all remaining Area having correct calls or descriptions and or would have corrected the call or description to include the entire intended Area in this resolution.

SECTION 4
EFFECTIVE DATE

This Resolution shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN
OF LAKEWOOD VILLAGE, TEXAS, on this 14th day of April 2022.**

Dr. Mark E. Vargus
Mayor

ATTEST:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



Exhibit "A"
LEGAL DESCRIPTION OF AREA

Denton County Property ID: 175397
Geographic ID: A0339A-000-0001-0006
Legal Description: A0339A C.C. DICKSON, TR 1(I), 4.786 ACRES

Denton County Property ID: 179575
Geographic ID: A0339A-000-0001-0010
Legal Description: A0339A C.C. DICKSON, TR 1(N), 4.696 ACRES

Exhibit "B"
DEPICTION OF AREA



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

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

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

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

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

Section 1: Findings

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein

Section 2: Savings / Repealing Clause

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

Fee Ordinance 22-01 is hereby repealed in its entirety.

Section 3: Adoption

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

Section 4: Penalty Clause

A. Violation

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

B. Fine

Each offense is punishable by a fine of not more than two-thousand (\$2,000) nor less than two-hundred (\$200). The minimum fine established in this paragraph shall be doubled for the second conviction of the same offense within any 24-month period and tripled for the third and subsequent convictions of the same offense within any 24-month period. At no time shall the minimum fine exceed the maximum fine established in this paragraph.

C. Legal Rights

The penal provision imposed under this Ordinance shall not preclude the Town of Lakewood Village from filing suit to enjoin the violation. The Town of Lakewood Village retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 5: Severability

A. Unconstitutional or Invalid Section

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

B. Independent Sections

The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

Section 6: Effective Date

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

PASSED AND APPROVED by the Town Council of the Town of Lakewood Village, Texas this the 14th day of April, 2022.

Dr. Mark E. Vargus
Mayor

ATTEST:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary





Exhibit A

CONSOLIDATED FEE ORDINANCE

Adopted: January 13, 2022

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SECTION 1: BUILDING / CONSTRUCTION

1.1. RESIDENTIAL BUILDING PERMIT

1.1.1. Scope

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

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

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

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

1.1.2. Fee Rate

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

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

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

1.1.3. Utility Account

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

Utility billing will begin upon approval of the foundation inspection.

1.2. POOL AND/OR SPA PERMIT

1.2.1. Fee Schedule

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

1.3. PROJECT PERMIT

1.3.1. Scope

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

1.3.2. Fee Schedule

Electrical	\$ 75
Plumbing	\$ 75
Water Heater Replacement	\$ 25
Mechanical	\$ 75
Outdoor A/C Unit Replacement	\$ 25
Indoor Air Handling Unit Replacement	\$ 25
<u>Gas Appliance Vent Stack – Roof Replacement</u>	<u>\$25</u>
<u>Annual Chicken Enclosure</u>	<u>\$25</u>
Sprinkler / Irrigation	\$ 75
Property Fence / Screening Wall	\$ 25
Flatwork ≤ 250 sq. ft.	\$ 0
Flatwork > 250 sq. ft.	\$ 100
Flatwork – Driveway (New or Replacement > 250 sq. ft.)	\$ 100

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

1.4. PLAN REVIEW

1.4.1. Fee Schedule

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

1.5. RE-INSPECTIONS

1.5.1. Fee Schedule

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

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

1.6. CONTRACTOR REGISTRATION

1.6.1. Scope

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

1.6.2. Fee Schedule

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

1.7. CERTIFICATE OF OCCUPANCY & CUSTOMER SERVICE INSPECTION

1.7.1. Scope

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

1.7.2. Fee Schedule

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

SECTION 2: UTILITIES

2.1. DEPOSITS

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

Deposit	\$ 300
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2.1.2. Rocky Point (ETJ) - Deposit is fully refundable at account closing after final bill has been paid. Deposit refund checks are valid for 90 days after issuance and then become void.

Deposit	\$ 100
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2.2. WATER RATES

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

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

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

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

2.2.3. Rocky Point (ETJ)

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

2.2.4. Rocky Point (ETJ – Formally Last Resorts)

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

2.2.5. Water Leaks at Residences

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

2.2.6. North Texas Groundwater District Fee

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

2.3. SEWER RATES

Town of Lakewood Village (Corporate Boundaries) Flat Rate / Month	\$ 45.00
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2.4. WATER DISCONNECT / RECONNECT

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

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

2.5. GARBAGE COLLECTION

2.5.1. Town of Lakewood Village (Corporate Boundaries)

Flat Rate / Month	\$ 24.00
Additional Collection Container / Month	\$ 10.00
Franchise Fee	10%



2.6. BULK TRASH

2.6.1. Town of Lakewood Village (Corporate Boundaries)

Included in Monthly Fee	\$ 0
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2.7. TAPS

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

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

2.7.2. Water – Rocky Point (ETJ)

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

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

Sewer Tap	\$ 1,550
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SECTION 3: ZONING

3.1. ZONING CHANGE APPLICATION

3.1.1. Fee Schedule

Administrative Review	\$ 250
Professional Services	Actual Costs Incurred

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

3.2. PLANNED DEVELOPMENT (PD)

3.2.1. Fee Schedule

Administrative Review	\$ 250
Professional Services	Actual Costs Incurred

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

3.3. SPECIFIC USE PERMIT (SUP)

3.3.1. Fee Schedule

Administrative Review	\$ 100
Professional Services	Actual Costs Incurred

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

3.4. VARIANCE

3.4.1. Fee Schedule

Per Request	\$ 0
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3.5. ANNEXATION REQUEST

3.5.1. Application Form

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

3.5.2. Fee Schedule

Staff Review	\$ 0
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SECTION 4: PLAT

4.1. PRELIMINARY PLAT

4.1.1. Fee Schedule

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

4.2. FINAL PLAT OR DEVELOPMENT PLAT

4.2.1. Fee Schedule

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

4.3. REPLAT

4.3.1. Fee Schedule

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

4.4. AMENDING PLAT

4.4.1. Fee Schedule

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

SECTION 5: CONSTRUCTION PLANS

5.1. PLAN APPROVAL

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

5.1.1. Fee Schedule

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

5.2. CONSTRUCTION INSPECTIONS

The fee for inspection of developer infrastructure is 3.2 % of the construction costs. This fee applies to water, wastewater, stormwater, and roadway improvements. Developers will be required to furnish the town with the construction contracts for the improvements.



SECTION 6: GENERAL

6.1. RETURNED CHECK

Administration	\$ 30 / Check
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6.2. ANIMAL CONTROL

Pet Registration	\$ 0 / Pet
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6.3. TOWN HALL RENTAL

\$50 per day - \$100 Deposit Required

6.4. PEDDLER / ITINERANT VENDOR

Application	\$ 150
License	\$ 100 / Employee

6.5. SIGNS – RESERVED FOR FUTURE USE

\$

6.6. OPEN RECORDS REQUEST

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

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

Transcript Preparation Fee*	\$ 25
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*Transcript preparation fee does not include the fee for an actual transcript of the proceedings.

SECTION 8: DEFINITIONS

8.1. GENERAL

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

8.2. WORDS AND TERMS DEFINED

CSI: Customer Service Inspection.

CO: Certification of Occupancy

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

ETJ: Extraterritorial Jurisdiction



End of Exhibit A

Adoption and Summary of Amendments

Ordinance Number	Date	Summary
22-XX	April 14, 2022	
22-01	January 13, 2022	<ul style="list-style-type: none"> • 1.3.2 Clarified sizes and descriptions for flatwork and driveways • 2.2.1 Updated residential rates
21-05	May 13, 2021	<ul style="list-style-type: none"> • 1.1.1 Described policy of add on jobs to an ongoing new home build • 1.1.3 Added section • 1.3.2 Lowered cost of a/c equipment replacement • 1.4.1 Separated home addition from remodel • 1.4.1 Added irrigation and generators • 1.4.1 Removed retaining wall • 1.5.1 Updated re-inspection fee schedule • 2.2.4 Added Last Resorts water rates
20-10	August 13, 2020	<ul style="list-style-type: none"> • 2.2.1 Revised Water Rates • 2.3.1 Revised Sewer Rates • 2.7 Revised Water and Sewer Tap Fees
19-17	December 12, 2019	<ul style="list-style-type: none"> • 2.1 Added requirement to pay final water bill to receive water deposit refund • 2.5 Increased Solid Waste Rates to reflect rates in 2020 Republic Services Contract • 4 Required initial deposit and payment of actual costs incurred • 5 Required initial deposit and payment of actual costs incurred
19-16	November 14, 2019	<ul style="list-style-type: none"> • 2.7.1 Meter and Set Fee established for different sized connections
19-07	July 11, 2019	<ul style="list-style-type: none"> • 7. Added Municipal Court Section
18-04	September 13, 2018	<ul style="list-style-type: none"> • 1 Clarified difference between projects, remodels and plan reviews • 1.6.2 Registration fees were \$25 • 2.2.1 Revised water rates • 2.2.4 Updated leak adjustment
15-09	July 9, 2015	<ul style="list-style-type: none"> • Added utility fees.
14-05	June 12, 2014	<ul style="list-style-type: none"> • First step in consolidating fees into a single ordinance; reserved sections will require amendments to other ordinances to remove fees.
11-10	May 12, 2011	REPEALED

**TOWN OF LAKEWOOD VILLAGE
CRITICAL WATER EMERGENCY
ORDINANCE 22-XX**

AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS PROVIDING FOR EMERGENCY WATER OPERATIONS; ESTABLISHING EMERGENCY WATER RATES; ESTABLISHING A WATER RATIONING PLAN; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lakewood Village, Texas is a Type A 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, in August 2021 water well #2 failed and was deemed unrepairable, thereby reducing the town's water production by 30 percent; and

WHEREAS, until a new well can be constructed, the Town will be unable to provide fire flow unless residents significantly reduce their consumption; and

WHEREAS, in order to manage water use a strict water rationing plan limiting the operation of irrigation systems is essential;

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

Section 1: Findings

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2: Penalty Clause

A. Violation

A person who knowingly violates any provision of this chapter is guilty of separate offenses for each day during which the violation is continued after notification. Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this ordinance.

B. Fine

After a single warning, the first offense is punishable for a fine up to \$500. The minimum fine established in this paragraph shall be doubled for the second conviction of the same offense within any 12-month period and tripled for the third and subsequent convictions of the same offense within any 12-month period. At no time shall the minimum fine exceed the maximum fine of \$2,000. After 4 violations, the town may prevent the use of the irrigation system

Section 4: Legal Rights

The penal provision imposed under this Ordinance shall not preclude the Town of Lakewood Village from filing suit to enjoin the violation. The Town of Lakewood Village retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 5: Severability

A. Unconstitutional or Invalid Section

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

B. Independent Sections

The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

Section 6: 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 7: Effective Date

This ordinance shall become effective May 1, 2022, and shall remain in force until such time as the Mayor or Town Council determine that the water emergency provisions are no longer necessary.

PASSED AND APPROVED by the Town Council of the Town of Lakewood Village, Texas this the 14th day of April, 2022

Dr. Mark E. Vargus
Mayor

ATTESTED:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary





WATER EMERGENCY ORDINANCE

Adopted: April 14, 2022

SECTION 1 Responsibility for Enforcement

Enforcement of this Ordinance shall be the responsibility of the Mayor, Mayor Pro-tem, his/her designee, or any persons duly appointed by the Town Council.

SECTION 2 Limitations on Irrigation Systems

3.1 Irrigation systems can only be operated between the hours of 9 am and 11 p.m. Irrigation can only be done on the following days based on the dwelling address:

Monday & Thursday: Carrie, Highridge, Hillside
Tuesday & Friday: Stowe, Woodcrest, Lakecrest, Meadowlake
Wednesday & Saturday: Melody, Green Meadow, Peninsula, Parkwood
Sunday: <NONE>

SECTION 3 Exceptions

4.1 Typical above ground oscillating sprinklers attached to a garden hose can be used on any day between the hours of 9am and 11 pm. Only one such sprinkler is allowed on each property. Hand watering is permitted at any time.

4.2 Washing of cars and boats is permitted so long as the hose has an automatic shut-off nozzle. The use of water to wash or remove debris from driveways is not permitted.

4.3 Filling of pools is permitted on any day between the hours of 9am and 11 pm.

SECTION 4 Emergency Water Rates

5.1 For usage under 20,000 gallons, the rates shall be those adopted in the Town's consolidated fee ordinance. For usage over 20,000 gallons, the following rates shall apply and supersede those in the consolidated fee ordinance.

20,000 gallons - 50,000 gallons → \$12.00 per 1000 gallons
> 50,000 gallons → \$25.00 per 1000 gallons

SECTION 5 Excessive Water Usage

It shall be unlawful for anyone to use more than 50,000 gallons in a billing period.

End of Exhibit A