



**LAKEWOOD VILLAGE TOWN HALL
100 HIGHRIDGE DRIVE
LAKEWOOD VILLAGE, TEXAS**

**TOWN COUNCIL MEETING
JULY 14, 2016 7:00 P.M.**

REGULAR SESSION – AGENDA

Call to Order and Announce a Quorum is Present

A. PLEDGE TO THE FLAG:

B. PUBLIC HEARING: A public hearing is scheduled to allow owner, lienholder, or mortgagee of 665 Woodcrest Drive to show cause why the civil penalties shall not be imposed for failure to comply with the May 27, 2016 Order of Demolition.

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

D. CONSENT AGENDA: All of the items on the Consent Agenda are considered to be self-explanatory and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item from the Consent Agenda a speaker card must be filled out and submitted to the Town Secretary prior to the call to order.

1. Minutes of June 9, 2016 Council Meeting (Asbell)
2. Interlocal Agreement with Denton County for the Collection of Ad Valorem Taxes (Asbell)
3. Authorize Mayor Pro-Tem Reed as Signatory on Town Bank Accounts (Asbell)
4. Authorize Eric Farage as Signatory on Municipal Development District Bank Account (Asbell)
5. Engagement of Nabors CPA, for Audit Services (Asbell)
6. Consideration of Replat Request for 446 Peninsula (Asbell)

E. REGULAR AGENDA:

7. Consideration of Assessment of Civil Penalties for Failure to Comply with the Order of Demolition for 665 Woodcrest Drive (Vargus)
8. Consideration of Enforcement of No Parking at Intersections (Vargus)
9. Consideration of Appointments to the Capital Improvements Advisory Committee (Vargus)
10. Discussion of 2016-2017 Budget (Vargus)
11. Discussion of Waste Water Treatment Plant Expansion (Vargus)
12. Discussion on Use of Social Media by Town Officials (Bushong)
13. Discussion of Proclamation on Ethics (Tantalo)
14. Discussion of Resolution on Financial Transparency/Texas Transparency Stars Program (Tantalo)

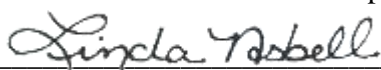
F. EXECUTIVE SESSION: Recess into executive session in compliance with (1) § 551.071, Texas Government Code to wit: Consultation with the Town Attorney regarding pending or contemplated litigation, re: Town of Lakewood Village V. Harry Bizios; (2) § 551.072 Texas Government Code to wit: deliberations about real property; and (3) § 551.087 Texas Government Code to wit: Economic Development Negotiations

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

H. COUNCIL AND STAFF COMMENTS: Comments may be made by Council or Staff. No formal action may be taken on these items at this meeting.

I. ADJOURNMENT

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 5:30 p.m. on Friday, July 8, 2016.



Linda Asbell, TRMC, 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).

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Town Secretary's office at 972-294-5555 or FAX 972-292-0812 for further information.

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

LAKEWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

JUNE 8, 2016

Council Members:

Dr. Mark Vargus, Mayor
Gary Newsome
Clint Bushong
Ed Reed
Ray Duff
Dan Tantalo

Town Staff:

Linda Asbell, TRMC, Town Secretary

REGULAR SESSION - 7:00 P.M.

With a quorum of the Council Members present, Mayor Vargus called the Regular Session of the Town Council to order at 7:00 p.m. on Thursday, June 8, 2016, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

PLEDGE TO THE FLAG:

(Agenda Item A)

Boy Scout Troup 45 presented the colors and led the Pledge of Allegiance

PRESENTATIONS:

(Agenda Item B)

Town Secretary, Linda Asbell, administered the oath of office to re-elected Mayor Mark E. Vargus and presented the certificate of election. Mayor Vargus administered the oaths of office and presented the certificates of election to re-elected Councilman Ray Duff, Councilman Gary Newsome, and newly elected Councilman Dan Tantalo. Town Secretary Asbell presented a flag flown over the State Capital and a Texas monument to outgoing Mayor Pro-Tem Menckhoff. Mayor Vargus made a special presentation of a mounted water meter recognizing outgoing Mayor Pro-Tem Menckhoff's generous contributions to the town (in the form of payment of his consistent, and unusually high, water bills).

PROCLAMATION:

(Agenda Item C)

Mayor Vargus read a proclamation pledging support of efforts to save the iconic Monarch butterfly. Mayor Vargus presented the proclamation to Texas Parks and Wildlife, Urban Wildlife Biologists Rachel Richter and Sam Kieschnick.

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VISITOR/CITIZENS FORUM:

(Agenda Item D)

Mr. Danny Cook, 730 Carrie Lane, asked if the town has any remedy to assist citizens with the property in dispute along Carrie Lane and LandPlan Property. Mayor Vargus reported that as far as he can determine LandPlan is not inclined to make a change in the plat. There is a possibility that resolution will be documented prior to the finalization of the final plat submitted by LandPlan. Councilman Tantalo stated that the Town intends to obtain a final answer prior to acceptance final plat.

Mr. Bernd Mueller, 700 Carrie Lane, asked about the status of the plan for repairs on Melody Lane and Carrie Lane. Mayor Vargus reported that when the council considers the budget they will look more closely at the costs associated with repairs or replacement of Melody Lane.

CONSENT AGENDA:

(Agenda Item E)

1. Minutes of May 12, 2016 Council Meeting (Asbell)
2. Minutes of May 27, 2016 Council Meeting (Asbell)
3. Resolution Naming the Little Elm Journal as the Official Newspaper (Asbell)
4. Advertising Agreement with Star Local Media (Asbell)

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

REGULAR AGENDA:

(Agenda Item F)

**Presentation of Wildlife and Habitat
Assessment by Rachel Richter and Sam
Kieschnick of the Texas Parks & Wildlife
Department (Asbell)**

(Agenda Item F.5)

Mayor Vargus introduced Wildlife Biologists with the Texas Parks & Wildlife Department, Rachel Richter and Sam Kieschnick. Mayor Vargus stated that council has placed a high importance on educating themselves about the wildlife living in and habitat located in Lakewood Village with the goal of minimizing the impact of development by LandPlan and other properties. Mr. Kieschnick reported that Lakewood Village has a healthy population of Road Runners, Owls, and foxes. Mr. Kieschnick reported that they identified 47 different species of wildlife during their assessment of Lakewood Village. Mr. Kieschnick reviewed a pictorial presentation of some of the wildlife and plants identified in town. The impact of habitat loss due

to development will cause fluctuations of some populations of animals causing a decrease in some and movement in others. Mr. Keischnick stated that the town has a great team attitude and the citizens can come together with the Town Council and get involved in protecting the wildlife. It is important to not feed coyotes and encourage them to remain wild by hazing them if they come close to people. Ms. Rachel Richter reported on the importance of creating green space that supports wildlife. Ms. Richter reviewed the Proximate Principle which documents that the value of properties that are adjacent to green space is increased by 15% to 30%. The cost of creating and maintaining the park is offset by the increase in value of the properties near the park. Ms. Richter discussed the ways to protect habitat during platting process of developments. Greenbelt trails and natural trails can have a similar effect on property values and provide important corridors for wildlife. Ms. Richter stated that there is a large amount of Privet, which is an aggressively invasive species of plant. The plant should be removed because it spreads rapidly and prevents native plants from growing. Several groups provide volunteers that will work and remove Privet. Removing Privet will allow a more attractive natural area. Ms. Richter encouraged the town to restore native prairie habitat along Lakecrest Drive, which would provide habitat for pollinators, birds, and other wildlife as well as establishing a scenic view and lower maintenance cost. Maintaining green space will provide tremendous benefits to Lakewood Village by maintaining a rural feel, increasing property values, providing less impervious cover, lower infrastructure costs, providing wildlife habitat, and offers many other benefits. Mr. Kieschnick and Ms. Richter reported that it would be extremely beneficial to ask the developer to rescue many of the native plants and encouraged planting American Beauty Berry, Butterfly Milkweed, Green Milkweed, Milkweed Vine, and Elkhorn Milkweed. A “wildlife walk” will be scheduled at a future date to allow citizens to accompany Mr. Kieschnick and Ms. Richter on an educational exploration of the habitat in Lakewood Village.

**Consideration of Election of Mayor Pro-Tem
(Asbell)**

(Agenda Item F.6)

Mayor Vargus reported on the amount of work and dedication of personal time that is required of council members. Mayor Vargus recognized Councilman Bushong for his tenure on council, hard work, and numerous accomplishments. Mayor Vargus reported that unfortunately, Councilman Bushong’s schedule does not allow him to be available during business hours to attend all the meetings necessary to conduct town business. Mayor Vargus also recognized Councilman Reed’s dedication and accomplishments and recommended that Councilman Reed be appointed Mayor Pro-Tem. Councilman Bushong stated that Councilman Reed is a good choice for Mayor Pro-Tem

MOTION: Upon a motion made by Councilman Newsome and seconded by Councilman Duff, council voted four (4) “ayes”, no (0) “nays”, with Councilman Reed abstaining, to elect Councilman Ed Reed as Mayor Pro-Tem. *The motion carried.*

**Consideration of Appointments to the
Municipal Development District Board
(Vargus)**

(Agenda Item F.7)

Mayor Vargus stated that there is a need to synchronize the terms of the members of the Municipal Development District board due to various recent appointments. Mayor Vargus acknowledged Councilman Tantalo's desire to continue to serve on the MDD but stated he would like Councilman Tantalo to keep his time available for council activities. Councilman Tantalo stated that he would like to stay on the board to provide continuity because of the limited experience of the majority of the members of the current board. There was some discussion about Councilman Tantalo being an ex officio member. There was some discussion about the transitional support Councilman Tantalo could provide the board during a transition time by attending the MDD Open Meetings as an advisor Councilman/citizen of Lakewood Village.

MOTION: Upon a motion made by Councilman Bushong and seconded by Councilman Duff, council voted three (3) "ayes" and two (2) "nays" (Councilman Newsome and Councilman Tantalo) to appoint members to the board of the Municipal Development District as outlined below. *The motion carried.*

Place 1,	Eric Farage
Place 2,	Dave Batchelder
Place 3,	Linda Loudon
Place 4,	Bernd Mueller
Place 5,	Linda Asbell

Discussion of Engineering Projects (Vargus)

(Agenda Item F.8)

Mayor Vargus reported on the status of the projects the engineers are working on: Water Impact Fee Study, Waste Water Impact Fee Study, and Well Study. The engineers project completion by the end of October. Mayor Vargus reported on the State laws governing the cost of construction of infrastructure triggered by new development. Mayor Vargus reported that next month the council would be appointing members to the Capital Improvement Project Advisory Committee. Impact fees are a strategic asset that can be used in negotiating with developers. The cost of the required studies and engineering can be included in the calculation of the impact fees. Councilman Bushong reported that the cost of the impact fee study is approximately \$100,000 with the potential to recover \$1,000,000 of the cost of infrastructure.

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**Discussion of Water Expansion Project
(Vargus)**

(Agenda Item F.9)

Mayor Vargus reported that the Municipal Development District has paid approximately 74% of the total cost of the additional water equipment for the Rocky Point Water System. The Rocky Point Water System will be fully operational with the new water equipment including a TCEQ compliant water storage tank by Monday, June 13th. There was some discussion about an adjustment of the cost of the upgrades due to the electrical work required.

The Lakewood Village water system has added a 6,000-gallon pressure tank and an additional 50,000-gallon ground storage tank. The Lakewood Village water system is increasing water reserves from six hours to nine hours. There was some discussion regarding the health of, and impact on, the Paluxy aquifer. There is an anticipated completion date of July 1st to bring the new Lakewood Village water equipment online.

**Consideration of Sanitary Buffer Zone
Ordinance (Vargus)**

(Agenda Item F.10)

Mayor Vargus reviewed the State required buffer zone and the change in the proposed ordinance to include any future well locations and require residences to sleeve sewer lines if they are within 150' of the wells or well sites. Councilman Tantalo stated he would prefer council put all ordinances on the town website and allow a minimum of 30 days for citizens to review the proposed ordinances prior to council voting. Mayor Vargus explained the reason for the urgency in the change to this buffer zone ordinance and reiterated that for typical items Council does follow an unofficial policy to discuss an ordinance at one council meeting and vote at the next meeting.

MOTION: Upon a motion made by Councilman Duff and seconded by Councilman Reed, council voted four (4) "ayes" and no (0) "nays" with Councilman Tantalo abstaining, to approve the Sanitary Buffer Zone ordinance as presented. *The motion carried.*

EXECUTIVE SESSION:

(Agenda Item G)

At 9:25 p.m. Mayor Vargus recessed into executive session in compliance with (1) § 551.071 Texas Government Code to wit: Consultation with the Town Attorney regarding pending or contemplated litigation, re: Town of Lakewood Village V. Harry Bizios; (2) § 551.072 Texas Government Code to wit: deliberations about real property; and (3) § 551.087 Texas Government Code to wit: Economic Development Negotiations

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RECONVENE:

(Agenda Item H)

Mayor Vargus reconvened the regular session of the Lakewood Village Town Council at 10:33 pm.

COUNCIL AND STAFF COMMENTS

(Agenda Item I)

No comments were made

ADJOURNMENT

(Agenda Item J)

MOTION: Upon a motion made by Councilman Duff and seconded by Councilman Bushong, council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Session of the Lakewood Village Town Council at 10:34 p.m. on Thursday, June 8, 2016. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 14th day of July 2016.

APPROVED

Dr. Mark E. Vargus
MAYOR

ATTEST:

Linda Asbell, TRMC
TOWN SECRETARY

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR TAX COLLECTION
BETWEEN DENTON COUNTY, TEXAS, AND
CITY/ TOWN OF**

THIS AGREEMENT is made and entered into this _____
day of _____ 2016, by and between **DENTON COUNTY**, a political
subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the
City/Town of _____, Denton County, Texas, also a political
subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to
the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation
Act, and V.T.C.A., Tax Code, Section 6.24 and 25.17 and;

WHEREAS, MUNICIPALITY has the authority to contract with the **COUNTY**
for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and
COUNTY has the authority to so act;

NOW THEREFORE, COUNTY and **MUNICIPALITY**, for and in
consideration of the mutual promises, covenants, and agreements herein contained, do
agree as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2016. The term of this Agreement shall be for a period of one year, from October 1, 2016, to and through September 30, 2017. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement.

MUNICIPALITY agrees to deliver this agreement no later than September 5, 2016 or the first Monday of September 2016 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for parcels in Denton County of the **MUNICIPALITY** for ad valorem tax collection for tax year 2016, and each tax year for the duration of this Agreement. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax

statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily and monthly collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings. **COUNTY** agrees to approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Texas Property Tax code Sections 31.11 and 31.12 from available current tax collections of **MUNICIPALITY**; meet the requirements of Section 26.04 of the Texas Tax Code; and to develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY** and that such calculations will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A. Tax Code. **MUNICIPALITY** shall notify tax assessor-collector no later than July 25th of each year that **MUNICIPALITY** wishes publication of forms or notices specified in this section. **MUNICIPALITY** further agrees that if **COUNTY** calculates effective and rollback tax rates, **COUNTY** shall publish the required notices on behalf of **MUNICIPALITY**.

It is understood and agreed by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY**'s billing address to the newspaper publishing the effective and rollback tax rates.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code and Section 140.010 of Local Government Code, if **MUNICIPALITY** requests such 7 days in advance of the intended publication date, **COUNTY** agrees to manage all notices and publications on behalf of **MUNICIPALITY** if request is received no later than July 25th. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY**, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**.

5. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the Tax Assessor/Collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2017. **COUNTY** agrees to mail a reminder notice to delinquent property accounts in the month of February notifying that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2017. The reminder notices will be mailed between February 5, 2017 and February 28, 2017.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily

basis through September 30, 2017. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as “MO”), and Interest and Sinking (hereinafter referred to as “IS”) collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

MUNICIPALITY understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

VII.

For the services rendered during the 2016 tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10th or as soon thereafter as practical. In order to expedite mailing of tax statements the **MUNICIPALITY** must adopt their 2016 tax rate by September 29, 2016. Failure of the **MUNICIPALITY** to adopt a tax rate by September 29, 2016 may cause delay in timely mailing of tax statements. Pursuant to Texas Property Tax Code §26.05 the **MUNICIPALITY** must adopt a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received. Failure to adopt and deliver a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. Notwithstanding the provisions of the Tax Code, if **MUNICIPALITY** fails to deliver the adopted tax rates (M&O and I&S) to the Tax Assessor Collector by September 29, 2016, it may will cause a delay in the publication and release of tax statements.

2. **COUNTY** will mail an additional notice during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28, 2017. The fee for this service will be a rate not to exceed **\$0.72** per statement.

3. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, **COUNTY** shall mail a delinquent tax statement meeting the

requirements of Section 33.11 of the Texas Property Tax Code to the owner of each parcel to the owner of each parcel having delinquent taxes.

4. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, **COUNTY** will mail a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

5. For accounts which become delinquent on or after June 1st, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

6. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each parcel. **COUNTY** will charge a fee for this service at a rate not to exceed **\$0.72** per statement pursuant to Property Tax Code Section 26.07 (f). When a refund is required per Property Tax Code Section 26.07 (g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31st, deduct from current collections of the **MUNICIPALITY** the “Total Cost” of providing all services described in paragraphs 1-5 above. This “Total Cost” includes any such services that have not yet been performed at the time of deduction. The “Total Cost” of providing all services described in paragraphs 1-5 above shall be the total of:

\$ 0.72 x the total number of parcels listed on MUNICIPALITY's September 30, 2016 end of year Tax Roll for tax year 2015.

In the event that a rollback election as described in paragraph 6 takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. **MUNICIPALITY** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **MUNICIPALITY** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **MUNICIPALITY** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY** depository accounts only, and segregated into the appropriate MO and IS accounts. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. If **MUNICIPALITY** uses the same depository as **COUNTY**, the deposits of tax, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2017. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

IX.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:
County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone 940-349-2820

MUNICIPALITY:

The City/Town of _____

Address: _____

City, State, Zip: _____

Telephone: _____ Email: _____

XII.

MUNICIPALITY hereby designates_____to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this,_____day of_____2016.

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Mary Horn
Denton County Judge

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

Michelle French
Denton County
Tax Assessor/Collector

MUNICIPALITY

Town/City: _____
Address: _____
City, State, Zip: _____

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Name _____
Title _____

APPROVED AS TO FORM:

Denton County Assistant
District Attorney

SIGN HERE

SIGN HERE



Nabors CPA Services, P.C.

CERTIFIED PUBLIC ACCOUNTANT
AUDIT, TAX AND CONSULTING SERVICES

(972) 464-1226

8765 Stockard Drive, Suite 404

Frisco, Texas 75034

How well do you know your CPA?

June 28, 2016

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

I am pleased to confirm my understanding of the services I am to provide Town of Lakewood Village for the years ended September 30, 2016. I will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Town of Lakewood Village as of and for the years ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Lakewood Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of my engagement, I will apply certain limited procedures to Town of Lakewood Village's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules

Audit Objective

The objective of my audit is the expression of opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the first paragraph when considered in relation to the financial statements as a whole. My audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures I consider necessary to enable me to express such opinion. If my opinion on the financial statements is other than unqualified (unmodified), I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed opinion, I may decline to express opinion or to issue a report as a result of this engagement.

Member of:
American Institute of CPA's
Texas Society of CPA's

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions, for designating an individual with suitable skill, knowledge, or experience to oversee my assistance with the preparation of your financial statements and related notes and any other non-attest services I provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Lakewood Village and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to me and for the accuracy and completeness of that information. You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that I may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the written representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include my report on the supplementary information in any document that contains and indicates that I have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with my report thereon. Your responsibilities include acknowledging to me in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that

the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to me any significant assumptions or interpretation underlying the measurement or presentation of the supplementary information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the fraudulent financial reporting or misappropriation of assets that come to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

My audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, I will perform tests of Town of Lakewood Village's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion.

Engagement Administration, Fees, and Other

Wayne Nabors is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. My fee for these services will be at my standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that I agree that my gross fee, including expenses will not exceed \$10,800. My standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

An invoice for one half of the audit fee will be submitted at the start of field work and one for the remainder upon delivery of the audit report to the Town Council.

I appreciate the opportunity to be of service to the Town of Lakewood Village and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign the enclosed copy and return it to me.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Wayne Nabors", written over a horizontal line.

Nabors CPA Services, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Town of Lakewood Village.

By: _____

Title: _____

Date: _____

Linda Asbell

From: Jack Barton <jack@arthursurveying.com>
Sent: Thursday, July 07, 2016 7:32 AM
To: linda@lakewoodvillagetx.us
Cc: doug@arthursurveying.com; 'Jim Johann'
Subject: 446 Peninsula Replat
Attachments: 1605429 - replat.pdf

Linda,

Please find attached a PDF of the replat, and below a statement of intent according to the conversation we had yesterday:

Jack Blackwell is the Owner of Lots 25-R, 26-R, and 27 of Lakewood Village Addition. His residence lies on Lot 26-R, his detached garage on 27, and Lot 25-R is currently vacant. Mr. Blackwell has retained Arthur Surveying Company to prepare a replat of the above listed three lots. He intends to combine the lots into one lot, which will be named Lot 25-R-1. The address assigned to the property is 446 North Peninsula Drive. The proposed replat does not intend to abandon or create any easements or additional right-of-way. Its sole purpose is to combine three existing lots, under the same ownership, into a single lot.

Please let me know if you need anything else from me in order to proceed with review of this project. I understand it is to be voted upon on the 14th of July. Please let me know the results and, if approved, when to prepare the final package for filing.

Thanks,

Jack Barton, S.I.T
Arthur Surveying Company
972.221.9439 office
972.221.4675 fax



TOWN OF LAKEWOOD VILLAGE TOWN COUNCIL

ORDER FOR DEMOLITION OR REPAIR

The Building Official for the Town of Lakewood Village, Texas has the authority to order the owner of any premises that is dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare to be vacated, secured, repaired, removed, or demolished by the owner within a reasonable time pursuant to Chapter 214 of the Texas Local Government Code and Town of Lakewood Village Ordinance No. 02-10 Amended.

The Building Official of the Town of Lakewood Village, Texas sent notice of violations of the Town of Lakewood Village Code of Ordinances on **November 7, 2014, February 26, 2015, October 12, 2015, and February 22, 2016** via email and/or certified mail return receipt requested to the owner, lien holders, occupants, and/or heirs of the property located at:

665 Woodcrest, Lakewood Village, Texas (the “property”)

The following violations of the Town of Lakewood Village Code of Ordinances were found on the property:

Town of Lakewood Village Ordinance 14-07, Section 2, International Residential Code, Appendix G, Section AG 105 and Ord. No 02-10, Art. I, Sect. 1-A2(a); Art. I, Sect. 1 A 5; Art. II, Sect. 2(A) & (B) International Fire Code, International Mechanical Code, International Plumbing Code, and the National Electric Code.

The owner, lien holders, occupants, and/or heirs were provided at least thirty (30) days for corrective measures to be taken on the property, and took no action.

The Building Official for the Town of Lakewood Village, Texas sent a notice of public hearing before the Town Council to the owner, lienholders, occupants, and/or heirs of the property on **February 25, 2016 and May 16, 2016**, indicating a hearing date of no earlier than ten days from the date of notice, or **March 10, 2016 and May 27, 2016 respectively**, in order for the Town Council to require the repair, removal or demolition of structure(s) on the property and for the owner, lienholders, occupants, and/or heirs to submit proof of the scope of any work that may be required to bring the property into compliance with minimum housing standards with a timeline for completion. The owner, lienholders, occupants, and/or heirs of the property did attend the public hearing on the property via their legal representative, Mr. Sammy Hooda. Council reviewed evidence of the condition of the property.

**THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS
HEREBY ORDERS THAT THE PROPERTY IS A PUBLIC NUISANCE AND THE
OWNER, LIENHOLDERS, OCCUPANTS, AND/OR HEIRS ARE ORDERED TO DO
THE FOLLOWING ON THE PROPERTY:**

- ☒ Secure the building from unauthorized entry.

☐ Repair the structure(s) on the property within ____ days from the date of the order to meet minimum housing standards as determined by the Building Official for the Town of Lakewood Village.

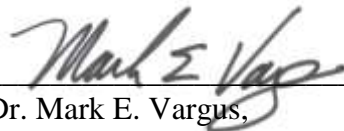
☒ Demolish and remove the structure(s) on the property within 30 days from the date of this order.

☐ Pay civil penalties in the amount of \$ 50,000.00, on or before _____.

If the owner, lienholders, occupants, and/or heirs of the property fail to comply with this demolition or repair order within the time prescribed, the Building Official shall cause the structure to be abated , demolished and removed and the cost of such demolition and removal shall be charged against the property and shall be a lien upon such property in accordance with Town of Lakewood Village Ordinance 02-10, and Texas Local Government Code Sec. 214.001(n).

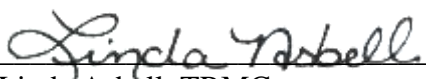
Notice of Appeal Rights: any owner, lienholder, or mortgagee of record of the property may file in district court a verified petition setting forth that the decision is illegal, in whole or in part, and specifying the grounds for the illegality within 30 days of the date of notice of this order or this order shall become final as to each.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, THIS 27th DAY OF May, 2016.



Dr. Mark E. Vargus,
Mayor

ATTEST:



Linda Asbell, TRMC
Town Secretary

TOWN OF LAKEWOOD VILLAGE TOWN COUNCIL

ASSESSMENT OF CIVIL PENALTIES AND PRIVILEGED LIEN

STATE OF TEXAS §
§
COUNTY OF DENTON §

The Town of Lakewood Village (the “Town”) is a general law municipality situated in Denton County, Texas. Chapter 214 of the Texas Local Government Code and Town Ordinance No. 02-10 as amended (collectively, the “Ordinances”) authorize the Town to levy, assess, and collect a civil penalty against the owner(s) of the private property if a property owner, lienholder, or interested party fails to repair and/or demolition a substandard structures within time allotted by the Town and after property notice and to perfect a privileged lien against the affected property to secure the payment of the civil penalty.

After notice and a public hearing, on May 27, 2016, the Town ordered (the “Order”) the property owner and any lienholders and interest holders to secure the structure located at:

**Lakewood Village Section 3, Block R, Lot 4
and commonly referred to as
665 Woodcrest, Lakewood Village, Texas (the “Property”)**

to be secured from entry and demolished within thirty (30) days from the date of the order, a copy of the Order being attached hereto as Exhibit “A” and incorporated herein for all purposes. The owner, lienholders, occupants, and/or heirs of the Property did attend the public hearing on the Property via their legal representative, Mr. Sammy Hooda. The owner, lien holders, occupants, and/or heirs were provided at least thirty (30) days to comply with the Order and failed to comply with the Order by taking no action to demolish the structure on the Property.

The Building Official of the Town sent notice of a public hearing before the Town Council to the owner, lienholders, occupants, and/or heirs of the property on May 17, 2016 indicated a hearing date of no earlier than ten days from the date of notice, or May 27, 2016 in order for the Town Council to levy and assess a civil penalty against the Property

Pursuant to the Ordinances, and after notice and a public hearing, the Town did prove that the Property owner was notified of the requirements of the Ordinances and the owner's need to comply with the requirements, and after notification, the property owner committed an act in violation of the Ordinances or failed to take an action necessary for compliance with the Ordinances.

**THE TOWN COUNCIL OF THE TOWN HEREBY DOES LEVY AND ASSESS
A CIVIL PENALTY IN THE AMOUNT OF ONE THOUSAND DOLLARS**

(\$1,000.00) AGAINST THE PROPERTY OWNER FOR EACH DAY AFTER JUNE 27, 2016 THAT THE PROPERTY OWNER FAILS TO DEMOLISH THE STRUCTURE ON THE PROPERTY AND THE PROPERTY IS IN VIOLATION OF THE ORDER. THE CIVIL PENALTY ACCRUES INTEREST AT THE RATE OF TEN PERCENT (10%) A YEAR FROM THE DATE OF ASSESSMENT UNTIL PAID IN FULL.

THE TOWN COUNCIL OF THE TOWN HEREBY DOES FURTHER IMPOSE A LIEN ON THE PROPERTY TO SECURE THE PAYMENT OF THE CIVIL PENALTY. THE LIEN HEREBY IMPOSED TO SECURE THE PAYMENT OF A CIVIL PENALTY IS SUPERIOR TO ALL OTHER PREVIOUSLY RECORDED JUDGMENT LIENS

The Town shall have all remedies by law to recover such costs, penalties, and interest. No utility service, building permit or certificate of occupancy shall be allowed on the Property until the assessment is paid and this lien is released by the City.

Said assessment with interest, costs of collection and reasonable attorneys' fees, if incurred, is declared to be a first and paramount lien upon the Property (except as to tax liens, existing special assessment liens, and previously recorded bono fide mortgage liens attached to the Property), and a personal liability of the true owner or owners payable to Town, its successors or assigns, as set forth above.

This assessment of a civil penalty is final and binding and constitutes prima facie evidence of the penalty in any suit brought by the Town in a court of competent jurisdiction for a final judgment in accordance with the assessed penalty.

The Town Secretary of the Town is hereby ordered to file with the district clerk of Denton County a certified copy of this Order of Assessment of Civil Penalty and Privileged Lien. No other proof is required for a district court to enter a final judgment on the penalty.

APPROVED:

Dr. Mark E. Vargus
Mayor

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public, on this _____ day of _____, 2016.

Linda Asbell TRMC, Town Secretary
NOTARY PUBLIC in and for the State of Texas



MEMORANDUM

TO: Town Council
FROM: Linda Asbell, TRMC, Town Secretary
DATE: July 8, 2016
RE: Agenda Item E.6 – Enforcement of No Parking Areas/Intersections

Below is the section of the Texas Transportation Code that applies to prohibiting parking.

Sec. 545.302. STOPPING, STANDING, OR PARKING PROHIBITED IN CERTAIN PLACES. (a) An operator may not stop, stand, or park a vehicle:

- (1) on the roadway side of a vehicle stopped or parked at the edge or curb of a street;
- (2) on a sidewalk;
- (3) in an intersection;
- (4) on a crosswalk;
- (5) between a safety zone and the adjacent curb or within 30 feet of a place on the curb immediately opposite the ends of a safety zone, unless the governing body of a municipality designates a different length by signs or markings;
- (6) alongside or opposite a street excavation or obstruction if stopping, standing, or parking the vehicle would obstruct traffic;
- (7) on a bridge or other elevated structure on a highway or in a highway tunnel;
- (8) on a railroad track; or
- (9) where an official sign prohibits stopping.

2017 BUDGET SUMMARY

CASH BUDGET	2016	30-Jun-16		2017
General Fund Revenues	\$402,650	\$407,182		\$421,800
General Fund Expenses	<u>\$398,000</u>	<u>\$414,427</u>		<u>\$406,600</u>
General Fund Surplus	\$4,650	(\$7,245)		\$15,200
			30-Jun-16	
			Operations	
Utility Fund Revenues	\$315,320	\$227,346	\$210,047	\$326,800
UtilityFund Expenses	<u>\$288,000</u>	<u>\$256,494</u>	<u>\$145,143</u>	<u>\$259,500</u>
UtilityFund Surplus/Deficit	\$27,320	(\$29,148)	\$64,905	\$67,300

General Fund Revenues

	BUDGET 2015	BUDGET 2016	YTD 30-Jun-16	BUDGET 2017
OPERATING REVENUES				
4000 Tax Income	\$194,000	\$210,000	\$209,830	\$224,000
Debt Servicing (\$0.05)	\$38,600	\$42,000	\$41,966	\$45,000
4005 Sales Tax	\$25,000	\$28,000	\$23,155	\$30,000
4010 Interest	\$800	\$1,000	\$841	\$500
4101 Building Permits- New	\$41,000	\$30,000	\$17,165	\$30,000
4102 CO/CSI Inspections	\$3,600	\$2,500	\$2,700	\$3,000
4103 Contractor Registrations	\$600	\$600	\$550	\$600
4104 Sprinkler Permits	\$300	\$300	\$400	\$400
4105 Fence Permits	\$500	\$300	\$300	\$300
4106 Reinspect Fees	\$2,000	\$2,000	\$8,125	\$3,000
4107 Pool Permits	\$1,000	\$1,000	\$1,450	\$1,000
4108 Flatwork Permits	\$600	\$600	\$375	\$400
4109 Plumbing Permit	\$300	\$1,000	\$375	\$500
4110 Electrical Permits	\$1,000	\$1,000	\$725	\$1,000
4111 Replating Fees		\$0	\$250	
4112 Building Permits - Remodel			\$3,925	\$2,500
4113 Miscellaneous Permits	\$500	\$500	\$1,200	\$1,000
4120 Preliminary Plat Fees		\$0	\$1,400	
4201 Franchise Fee	\$29,000	\$34,000	\$30,602	\$32,000
4202 Pet Registration			\$25	
4204 Town Hall	\$100	\$100	\$50	\$100
4950 Unallocated Revenues	\$2,300	\$4,000	\$2,227	\$2,500
4207 Utility Fee for Services-LWV	\$35,260	\$38,000	\$38,000	\$38,000
4208 Utility Fee for Services-Rocky Pt	\$4,200	\$4,250	\$4,238	\$4,000
4301 Code Enforcement			\$1,000	
4302 Court Costs Fees				
4401 Mowing Abatement Fees	\$500	\$500	\$700	
4402 Lien Reciepts	\$1,000	\$1,000	\$6,527	\$2,000
4800 Asset Sales			\$9,081	
TOTAL OPERATING FUNDS	\$382,160	\$402,650	\$407,182	\$421,800

General Fund Expenses

		BUDGET 2015	BUDGET 2016	YTD 30-Jun-16	BUDGET 2017
Operating Expenses					
5001	Office Supplies	\$1,000	\$1,000	\$1,035	\$1,200
5002	Postage	\$200	\$200	\$46	\$100
5003	Computers Maintenance	\$1,000	\$200	\$170	\$300
5007	Advertising	\$300	\$300	\$649	\$875
5008	Elections	\$2,000	\$3,000	\$2,980	\$3,000
5011	Town Engineer	\$0	\$0	\$780	\$0
5012	Attorney Fees	\$20,000	\$50,000	\$84,508	\$50,000
5013	Accounting Fees	\$10,500	\$10,500	\$10,500	\$10,800
5014	Fire/EMS	\$26,000	\$29,000	\$19,050	\$30,000
5016	Building Inspections	\$18,000	\$18,000	\$20,000	\$18,000
5021	Town Maintenance	\$4,000	\$4,000	\$6,125	\$4,000
5022	Street Repair	Moved to Road Maintenance Fund			
5024	Animal Control	\$200	\$200	\$300	\$300
5025	Parks/Recreation/Playground	\$35,000	\$8,000	\$4,138	\$10,000
5026	Town Mowing	\$2,000	\$1,500	\$2,100	\$2,500
5027	Town Hall Improvements	\$1,000	\$1,000	\$1,052	\$1,000
5031	Telephone/Telecom	\$1,700	\$1,600	\$1,241	\$1,600
5032	Electricity	\$6,680	\$6,800	\$4,369	\$6,500
5033	Propane	\$800	\$600	\$590	\$600
5041	Abatement Mowing	\$700	\$700	\$1,130	
5051	Payroll	\$57,000	\$60,000	\$45,000	\$63,000
5055	Benefits - Insurance	\$8,000	\$8,200	\$6,013	\$8,200
5056	Payroll Tax Expense	\$4,400	\$4,600	\$2,602	\$4,800
5057	Benefits- Retirement	\$2,900	\$3,000	\$3,000	\$3,150
5058	UF Payroll Tax Sharing			\$721	\$1,000
5061	Appraisal District	\$1,300	\$1,300	\$1,222	\$1,300
5062	Tax Collector	\$300	\$300	\$0	\$300
5070	Capital Improvements	\$0	\$0	\$7,400	\$0
5071	Drainage Improvements			\$3,600	\$0
5075	Debt Servicing (Principle)	\$128,000	\$145,000	\$145,000	\$149,000
5076	Debt Servicing (Interest)	\$38,526	\$27,800	\$27,850	\$24,925
5085	Town Functions	\$2,000	\$1,500	\$1,405	\$1,500
5101	Continuing Education	\$1,500	\$1,000	\$225	\$500
5102	Travel Meeting Expenses	\$2,400	\$3,600	\$2,396	\$4,000
5103	Membership Dues	\$500	\$1,000	\$1,055	\$1,000
5200	Contingency Fund	\$3,000	\$3,000	\$1,727	\$3,000
5280	Municipal Court				
	Court Attorney Fees	\$1,000	\$1,000		
	Lien Recording Fees	\$90	\$100	\$248	\$150
	Abatements			\$4,200	
TOTAL OPERATING EXPENSES		\$381,996	\$398,000	\$414,427	\$406,600

Utility Fund Revenues

	BUDGET 2015	BUDGET 2016	YTD 30-Jun-16	Seasonal Change from Prior Year	BUDGET 2017
<i>OPERATING REVENUES</i>					
<i>Water Revenue</i>	\$160,000	<i>\$150,000</i>	\$98,174	6.65%	<i>\$154,000</i>
<i>Sewer Revenue</i>	\$101,000	<i>\$104,000</i>	\$75,843	-2.88%	<i>\$102,000</i>
<i>Solid Waste</i>	\$44,000	<i>\$46,000</i>	\$32,925	-3.31%	<i>\$44,000</i>
<i>Late Fees</i>	\$4,000	<i>\$4,000</i>	\$2,383	-28.65%	<i>\$3,000</i>
<i>USACE - OLV</i>					
<i>Sendziak Restitution</i>	\$2,500				
<i>Miscellaneous</i>	\$1,000	<i>\$1,000</i>	\$4,339		<i>\$1,000</i>
<i>Water Tap Fees</i>	\$4,725	<i>\$4,725</i>	\$6,300		<i>\$6,300</i>
<i>Meter Set Fees</i>	\$1,170	<i>\$1,170</i>	\$1,560		<i>\$1,560</i>
<i>Sewer Tap Fees</i>	\$3,825	<i>\$3,825</i>	\$5,100		<i>\$5,100</i>
<i>Interest</i>	\$500	<i>\$600</i>	\$722		<i>\$640</i>
<i>MDD LOC Interest</i>	\$400				<i>\$400</i>
<i>MDD LOC Principal</i>	\$12,000				<i>\$9,000</i>
<i>TOTAL OPERATING FUNDS</i>	\$335,120	<i>\$315,320</i>	\$227,346	0.86%	<i>\$327,000</i>

Utility Fund Expenses

	BUDGET 2015	BUDGET 2016	YTD 30-Jun-16	YTD Operations	BUDGET 2017
<i>Operating Expenses</i>					
Office Supplies	\$2,000	\$1,500	\$1,783	\$1,783	\$2,000
Postage	\$1,500	\$1,800	\$1,528	\$1,528	\$2,000
Insurance	\$5,600	\$4,600	\$4,928	\$3,696	\$5,200
TCEQ Licensing Fees (Water)	\$450	\$500	\$484	\$363	\$500
TCEQ Licensing Fees (Sewer)	\$1,250	\$1,250	\$3,565	\$2,674	\$1,300
Fee for Administrative Services	\$35,260	\$38,000	\$38,000	\$28,500	\$38,000
Software Licensing Fees	\$700	\$750	\$480	\$480	\$1,000
Operator Salaries	\$36,600	\$36,600	\$24,400	\$24,400	\$36,600
Solid Waste	\$40,000	\$42,000	\$27,420	\$27,420	\$42,000
Engineer		\$30,000	\$18,400		\$30,000
GIS Mapping	\$2,000		\$320		
Contract Labor	\$8,000		\$168		
Sewer Scheduled Maintenance	\$1,000	\$1,000	\$3,800	\$3,800	\$3,000
Water Scheduled Maintenance	\$0	\$1,000	\$1,680	\$1,680	\$2,000
Laboratory (Sewer)	\$4,500	\$4,500	\$2,706	\$2,706	\$4,000
Laboratory (Water)	\$600	\$500	\$441	\$441	\$600
Water Repairs	\$10,000	\$10,000	\$556	\$556	\$10,000
Sewer Repairs	\$10,000	\$10,000	\$12,122	\$12,122	\$10,000
Meter Set Fee			\$1,000	\$1,000	\$1,000
Water Equipment	\$2,500	\$2,000	\$6,431		\$4,000
Sewer Equipment	\$500	\$1,000	\$4,172		\$4,000
Chemicals (Water)	\$800	\$1,000	\$574	\$574	\$1,000
Chemicals (Sewer)	\$500	\$800	\$115	\$115	\$200
Electricity (Water)	\$17,000	\$17,000	\$9,019	\$9,019	\$13,000
Electricity (Sewer)	\$21,000	\$21,000	\$12,877	\$12,877	\$18,000
Payroll		\$8,000	\$10,300	\$10,300	\$16,000
Contingency Fund	\$1,000	\$1,000	\$192		\$1,000
Capital Improvements		\$51,000	\$69,033		\$12,000
Sludge Removal (Sewer)	\$1,200	\$1,200			\$600
Total Operating Expenses	\$203,960	\$288,000	\$256,494	\$146,034	\$259,000

Debt Servicing Fund

Starting: OCT-01-2015	\$166	
Interest	\$42	
D/S Tax	\$41,966	\$0.05
GF Transfer	\$131,000	\$0.16
Bond Payment	(\$159,646)	
Bond Payment	(\$13,204)	
Fee	(\$300)	j
Ending: SEP-30-2016	\$23	

Starting: OCT-01-2016	\$23	
Interest	\$42	
Tax	\$44,775	\$0.05
GF Transfer	\$129,500	\$0.14
Bond Payment	(\$162,204)	
Bond Payment	(\$11,721)	
Fee	(\$300)	
Ending: SEP-30-2017	\$115	

Loan Balance

CO Balance: OCT-01-2015	\$1,472,000
Principle Payments	(\$145,000)
Interest Payments	(\$27,850)
CO Balance: SEP-30-2016	\$1,327,000

CO Balance: OCT-01-2016	\$1,327,000
Principle Payments	(\$149,000)
Interest Payments	(\$24,925)
CO Balance: SEP-30-2017	\$1,178,000

MDD & EDC Sales Tax Began on 1/1/2010

Rocky Point Water System Began Operations on 4/1/2012

MDD & EDC Contributions to LWV Road Maintenance Fund Began on 10/1/2014

	MDD Sales Tax	From Town	Town %	From ETJ	Contributed to Town	Town %
Fiscal 2010	\$4,350	\$2,286	53%	\$2,064	\$0	0%
Fiscal 2011	\$8,246	\$5,226	63%	\$3,020	\$0	0%
Fiscal 2012	\$4,134	\$3,894	94%	\$240	\$0	0%
Fiscal 2013	\$6,637	\$4,699	71%	\$1,938	\$0	0%
Fiscal 2014	\$8,662	\$7,146	82%	\$1,516	\$2,887	33%
Fiscal 2015	\$17,443	\$15,470	89%	\$1,973	\$5,814	33%
Fiscal 2016	\$12,909	\$11,578	90%	\$1,331	\$4,303	33%
Cumulative Total	\$62,381	\$50,299	81%	\$12,082	\$13,005	21%
Budgeted 2017	\$17,000				\$8,500	50%

Road Maintenance Fund

		BUDGET	BUDGET	YTD	BUDGET	
		2015	2016	30-Jun-16	2017	
Revenues						
	<i>EDC</i>	\$3,200	\$7,000	\$10,548	\$0	
	<i>Town (0.5% sales tax)</i>				\$15,000	
	<i>MDD (0.25% sales tax)</i>	\$2,720	\$4,700	\$4,303	\$8,500	33% → 50%
	<i>Franchise Fee - Residential</i>	\$5,160	\$5,160	\$3,426	\$10,000	\$2/mo → \$4/mo
	<i>Franchise Fee - Commercial</i>	\$900	\$900	\$3,093	\$4,000	
	<i>Interest</i>	\$30	\$30	\$62	\$100	
		\$12,010	\$17,790	\$21,432	\$37,600	
Expenses						
	<i>Maintenance</i>	\$0	\$0	\$0	\$0	
	<i>Beginning Fund Balance</i>	\$1,000	\$7,000	\$8,097	\$36,000	
	<i>Revenues</i>	\$12,010	\$17,790	\$21,432	\$37,600	
	<i>Expenses</i>	\$0	\$0	\$0	\$0	
	<i>Ending Fund Balance</i>	\$13,010	\$24,790	\$29,529	\$73,600	



MEMORANDUM

TO: Town Council
FROM: Dan Tantalo, Town Councilman
DATE: July 7th, 2016
RE: Agenda Item E.11 –Ethics Proclamation

The Town of Lakewood Village has always strived to hold ourselves to the highest standards of ethics when it comes to executing our duties and maintaining the trust of our townspeople.

This is evident in our everyday interactions with the public, our ever improving government transparency, and in how we conduct our open meetings with respect for all.

In recognition of our commitment to the People of Lakewood village, this “Code of Ethics Proclamation” summarizes *in plain English* our intent to hold ourselves, our employees, and our contractors to the highest level of ethical duty.

Please join me in a commitment to constituents, our employees, and to ourselves.

Thank you
Dan Tantalo
Town of Lakewood Village Councilman

Proclamation

Code of Ethics – Town of Lakewood Village

Whereas: It is recognized that it is in the best interest of the Town of Lakewood Village Tx to require all public officials, officers and employees of the Town, and all members of Town-appointed boards, commissions, and committees, to be *independent, impartial, and responsible only to the people of the Town*; and

Whereas the Town councils, through its Code of Ethics Proclamation determined that no Town office, official or employee, including all members of boards commissions and committees should have any interest, direct or indirect nor engage in any business transaction or professional activity, nor incur any obligation of any nature, which is in conflict with the proper discharge of his or her duties in the public interest; and

Whereas the Town Council, through its Code of Ethics Proclamation, determined that it is in the best interest and welfare of the Town to preserve the integrity and nonpartisan nature of Town government by adopting the Code of Ethics

1. **Should Act in the Public Interest** – Recognizing that stewardship of the public interest must be their primary concern, the mayor, council and advisory board members should work for the common good of the people of the Town of Lakewood Village, TX and not for any private or personal interest. The council, mayor and advisory board members must endeavor to treat all members of the public and issues before them in a fair and equitable manner.
2. **Should Comply with the Law** – The mayor, council and advisory board members should comply with the laws of the nation, the State of Texas and the Town in the performance of their public duties. These laws include, but are not limited to: the United States and Texas constitutions; Texas civil statutes; Texas penal laws; and the Town Ordinances and policies.

Elected officials and appointed officials, advisory boards and commissions must adhere to the following Texas statutes: Civil Statutes – Open Meetings Act (Tex. Gov't. Code, Ann. Ch. 551) Public Information Act/Open Records Act (Tex. Gov't Code. Ann. Ch. 552) Conflicts of Interest (Tex. Loc. Gov't Code, Ch. 171) Official Misconduct (Tex. Penal Code, Ch. 36, Ch. 39) Nepotism (Tex. Rev. Civ. Stat. Ann., arts. 5996a & 5996b) Whistleblower Protection (Tex. Rev. Civ. Stat. Ann., art. 6552-16a) Competitive Bidding and Procurement (Tex Loc. Gov't. Code, Ch 252)

State Penal Laws – Bribery (Tex. Penal Code, 36.02) Coercion of Public Servant or Voter (Tex. Penal Code, §36.03) Improper Influence (Tex. Penal Code §36.04) Tampering with a Witness (Tex. Penal Code §36.05) Retaliation (Tex. Penal Code §36.06) Gifts to Public Officials (Tex. Penal Code §36.08) Offering Gift to Public Servant (Tex. Penal Code §36.09) Abuse of Office (Tex. Penal Code, Chapter 39) Official Misconduct (Tex. Penal Code §36.02) Official Oppression (Tex. Penal Code §39.03) Misuse of Official Information (Tex. Penal Code §39.06)

3. **Conduct of Members** – The mayor, council and advisory board members should refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the city council, boards, commissions, committees, staff or the public.
 4. **Respect for Process** - The mayor, council and advisory board members duties should be performed in accordance with the processes and rules of order established by the city council.
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5. **Conduct of Public Meetings** – The mayor, council and advisory board members should inform themselves on public issues, listen attentively to public discussions before the body and focus on the business at hand.
 6. **Decisions Based on Merit** – Council and advisory board decisions should be based upon the merits and substance of the matter at hand.
 7. **Communication** – It is the responsibility of the mayor, council and advisory board members to publicly share substantive information that is relevant to a matter under consideration that they have received from sources outside of the public decision-making process with all other council and advisory board members and the public prior to taking action on the matter.
 8. **Conflict of Interest** – In order to assure their independence and impartiality on behalf of the public good, the mayor, council and advisory board members are prohibited from using their official positions to influence government decisions in which they have a financial interest or where they have an organizational responsibility or a personal relationship that would represent or imply a conflict of interest under applicable state law.
 9. **Grants and Favors** – The mayor, council and advisory board members should not take advantage of services or opportunities for personal gain by virtue of their public office that are not available to the public in general. They should avoid any action that could be construed as, or create the appearance of, using public office for personal gain.
 10. **Public Resources** – Public resources not available to the general public (e.g., city staff time, equipment, supplies or facilities) should not be used by the mayor, council or advisory board members for private gain or personal purposes.
 11. **Appearance of Impropriety** – When participation in action or decision-making as a public official does not implicate the specific statutory criteria for conflicts of interest; however, participation still does not “look” or “feel” right, that public official has probably encountered the appearance of impropriety. For the public to have faith and confidence that government authority will be implemented in an even-handed and ethical manner, public officials may need to step aside even though no technical conflict exists. An example is where a long-term non-financial affiliation exists between the public official and an applicant or the applicant is related by blood or marriage to the official. For the good of the community, members who encounter the appearance of impropriety should step aside.
 12. **Financial Interest in Town Contracts Prohibited** – The mayor, council and advisory board members may not receive financial benefit or other compensation as a result of any contracts or agreements negotiated between the Town and a perspective vendor or contractor.
 13. **Compliance and Enforcement** – The mayor and council themselves have the primary responsibility to assure that ethical standards are understood and met and that the public can continue to have full confidence in the integrity of the Town’s government. All board members have ninety (90) days to take the open meetings act on-line course from the Texas Attorney Generals office.
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RESOLUTION NO. 16-XX

A RESOLUTION OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, COMMITTING TO FINANCIAL TRANSPARENCY BY MAKING THE TOWN'S FINANCIAL INFORMATION READILY ACCESSIBLE AND AVAILABLE FOR OUR CITIZENS, AND AUTHORIZING THE TOWN SECRETARY TO APPLY FOR RECOGNITION IN THE TEXAS STATE TRANSPARENCY STARS PROGRAM.

WHEREAS, the Town Council of the Town of Lakewood Village is committed to transparent government and recognizes that "Open Government is Accountable Government".; and

WHEREAS, the Town Council of the Town of Lakewood Village governs with the consent of the people and an informed public is essential to a working democracy; and

WHEREAS, the Texas Comptroller of Public Accounts recognizes many Texas municipalities for "Local Transparency" via their Transparency Stars program; and

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

1. That the Town Council does support and directs the Town Secretary to make every effort to apply for, comply with, and otherwise exemplify Texas Comptrollers Transparency Stars Program with the goal of being recognized as achieved excellence in fiscal transparency by _____.

2. That the Town Council recognizes as a first step in achieving this goal, beginning _____ 20__, the Town of Lakewood Village will post and maintain the following items on our town website in an accessible, searchable, and easily understandable format.

- Tax Rates (town, Denton County, Little Elm Independent School District)
- Debt Levels
- Fiscal Year Adopted Budgets
- Financial Audit Reports
- Disbursement Register (updated monthly)
- Monthly financial Reports (detailed and summary Assets, Liabilities, Deposit Registry, Profit & Loss Budget vs Actual)
- Year to Date reports (including Profit and Loss Budget vs Actual)
- Any additional financial document, visualizations, and downloadable data which will further our effort to be recognized as a Transparency Star.

PASSED AND APPROVED on this _____th day of _____, 20____.

Dr. Mark E. Vargus,
Mayor

ATTEST:

Linda Asbell, TRMC
Town Secretary