



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

**TOWN COUNCIL MEETING
SEPTEMBER 12, 2019 7:00 P.M.**

REGULAR SESSION – AGENDA

Call to Order and Announce a Quorum is Present

A. PLEDGE TO THE FLAG:

B. VISITOR/CITIZENS FORUM: At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. The council may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code.

C. PRESENTATIONS: (1) A proclamation designating September 17 – 23, 2019 as Constitution Week in the Town of Lakewood Village; to be received by representatives of the Daughters of the American Revolution.

D. PUBLIC HEARING – A public hearing is scheduled on the proposed combined property tax rate of \$0.30/\$100 to provide an opportunity for citizen comment.

E. PUBLIC HEARING – A public hearing is scheduled to provide an opportunity for citizen comment on proposed ordinances in agenda items F.5 through F.7.

F. REGULAR AGENDA:

1. Consideration of Ordinance Adopting the 2018 Property Tax Rate of \$0.30/\$100 (Asbell)
2. Ratification of Ordinance 18-02 Adopting Fiscal Year 2018-2019 Budget (Asbell)
3. Discussion of Republic Services Contract (Vargus)
4. Update on Concrete Road Project (Vargus)
5. Consideration of Oversized Vehicle Ordinance (Vargus)
6. Consideration of Junked Vehicle Ordinance (Vargus)
7. Consideration of Nuisance Ordinance (Vargus)
8. Discussion of Emergency Operations Plan (Vargus)
9. Discussion of Recycled Water Project (Vargus)
10. Update on Community Events Calendar (Asbell)
11. Minutes of August 8, 2019 Council Meeting (Asbell)

G. EXECUTIVE SESSION: (1) § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice. (2) § 551.071(1), Texas Government Code to wit: Consultation with the Town Attorney regarding pending or contemplated litigation. (3) § 551.072 Texas Government Code to wit: deliberations about real property; (3) § 551.087 Texas Government Code to wit: Economic Development Negotiations; and (4) § 551.076 Texas Government Code to wit: deliberations about Security Devices.

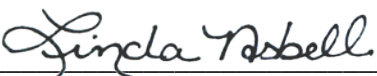
H. RECONVENE: Reconvene into regular session and consideration of action, if any, on items discussed in executive session

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

F. ADJOURNMENT

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 1:20 p.m. on Friday, September 6, 2019.





Linda Asbell, TRMC, CMC, Town Secretary

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

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

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

Proclamation

Of The Town of Lakewood Village

WHEREAS: on September 17, 1787, fifty-five delegates to the Constitutional Convention in Philadelphia's Independence Hall signed the United States Constitution, a document that serves as the guardian of our liberties; and

WHEREAS: September 17, 2019 marks the two hundred thirty-second anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is the privilege, honor, and duty of the American people to accord official recognition to this magnificent document; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through September 23rd as Constitution week,


NOW, THEREFORE I, Dr. Mark E. Vargus, Mayor of the Town of Lakewood Village in the State of Texas do hereby proclaim the week of September 17th through September 23rd as

Constitution Week

and ask our citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us, and reflecting on the privilege of being an American with all the rights and responsibilities, which that privilege involves.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Town to be affixed this 12th day of September of the year 2019.

SIGNED:


Dr. Mark E. Vargus
Mayor



ATTEST:


Linda Asbell, TRMC, CMC
Town Secretary

TOWN OF LAKEWOOD VILLAGE

ORDINANCE NO. 19-XX

AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS FIXING AND LEVYING TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020 AT A RATE OF \$.415 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN AS OF JANUARY 1, 2019; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT OPERATIONS AND MAINTENANCE EXPENSES; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; ADOPTING AN EXEMPTION FROM THE TAX HEREIN LEVIED FOR PERSONS 65 YEARS OF AGE OR OLDER IN THE AMOUNT OF \$25,000.00 OF THE APPRAISED VALUE OF THEIR RESIDENCE HOMESTEAD; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE AND SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town of Lakewood Village, Texas (the "Town") hereby finds that the tax for the fiscal year beginning on October 1, 2019 and ending September 30, 2020 hereinafter levied for current expenses of the Town and the general improvements of the Town and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and

WHEREAS, the Town Council has approved, by a separate ordinance, adopted on the 11th of July, 2019 the budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020; and

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

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

Section 1. That there be and is hereby levied and ordered to be assessed and collected for the fiscal year beginning October 1, 2019 and ending September 30, 2020, on all taxable property, real, personal, and mixed, situated within the corporate limits of the Town of Lakewood Village, Texas, and not exempted by the Constitution of the State, valid State laws or this ordinance, a total tax of \$0.30 on each One Hundred Dollars (\$100.00) assessed value of taxable property, which shall be apportioned and distributed as follows : For the purpose of the payment of defraying the maintenance and operation expenses of the Town, a tax of \$0.25 on each One Hundred Dollars (\$100.00) assessed value of all taxable property, and for the purpose of the payment of defraying debt servicing expenses of the Town, a tax of \$0.115 on each One Hundred Dollars (\$100.00) assessed value of all taxable property.

Section 2. That all ad valorem taxes shall become due and payable on October 1, 2019, and all ad valorem taxes shall be delinquent after January 31, 2020. There shall be no discount for payment of taxes on or prior to January 31, 2020. A delinquent tax shall incur all penalty and interest authorized by law.

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

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

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

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

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

Section 8. The fact that it is necessary that this ordinance be enacted in order to authorize the collection of ad valorem taxes for the fiscal year beginning October 1, 2019, and ending September 30, 2020, this ordinance shall take effect from and after its passage as the law in such cases provides.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this 12th day of September 2019.

Dr. Mark E. Vargus
Mayor

ATTESTED:

Linda Asbell, TRMC, CMC
Town Secretary

TOWN OF LAKEWOOD VILLAGE

ORDINANCE NO. 19-07

AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2019 AND TERMINATING ON SEPTEMBER 30, 2020, AND MAKING APPROPRIATIONS FOR EACH DEPARTMENT PROJECT AND ACCOUNT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town of Lakewood Village, Texas (the “Town”) has caused to be filed with the Town Secretary a budget to cover all proposed expenditures of the government of the Town for the fiscal year beginning October 1, 2019 and terminating September 30, 2020, and

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

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

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

WHEREAS, such public hearing was held on July 11, 2019 prior to the approval and ratification by the Town Council, and all those wishing to speak on the budget were heard, and

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

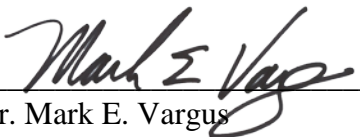
NOW, THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS:

1. That the budget attached hereto as Exhibit “A” and incorporated herein for all purposes is adopted for the fiscal year beginning October 1, 2019 and ending September 30, 2020; and such purposes, respectively such sums of money for such projects, operations, activities, purchases and other expenditures as proposed in the attached budget.
2. That no expenditures of the funds of the Town shall hereafter be made except in compliance with such budget, except in case of grave necessity, emergency expenditures to meet unusual or unforeseen conditions, which could not, by reasonable, diligent thought and attention, have included in the original budget, may from time to time be

authorized by the Town Council as amendments to the original budget.

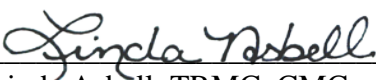
3. That the Mayor shall file or cause to be filed a true and correct copy of said budget, along with this ordinance with the Town Secretary.
4. The necessity of adopting and approving a proposed budget for the next fiscal year as required by the laws of the State of Texas, require that this ordinance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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this 11th day of July 2019.



Dr. Mark E. Vargus
Mayor

ATTESTED:



Linda Asbell, TRMC, CMC
Town Secretary





This budget will raise more total property taxes than last year's budget by \$18,378 or 7.2%, and of that amount \$4,213 is tax revenue to be raised from new property added to the tax roll this year.

Debt obligations were reduced by \$158,000 in the prior year and now total \$866,000. Scheduled Interest and Principle payments on debt in 2020 will be \$178,612. Of this amount, Debt Servicing revenue will pay \$178,612 and maintenance and operation funds of \$0.00 will be used to pay the remainder. The amount of maintenance and operation funds used in debt payments is 0.00% of the maintenance and operations total revenue.

RECORD OF VOTE ON PROPOSAL TO CONSIDER ADOPTION OF BUDGET

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

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

TAX RATE	TAX YEAR 2019	TAX YEAR 2020
Property Tax Rate	\$0.300000/\$100	\$0.415000/\$100
Effective Tax Rate	\$0.288338/\$100	\$0.401700/\$100
Effective Maintenance and Operations Tax Rate	\$0.240282/\$100	\$0.236700/\$100
Interest & Sinking Fund Rate (Actual)	\$0.175119/\$100	\$0.165000/\$100
Interest & Sinking Fund Rate (Adopted)	\$0.050000/\$100	\$0.165000/\$100
Rollback Tax Rate	\$0.434623/\$100	\$0.420700/\$100

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

DEBT ISSUE	PRINCIPAL	INTEREST	TOTAL
2014 Certificates of Obligation	0.1505	0.0145	0.165

Exhibit A

2019-2020 Budget						
<i>General Fund</i>						
		2020	2019	2019 YTD	2018	2018
REVENUES		Budget	Budget	01-Jul-19	Budget	Actual
Property Taxes		\$271,000	\$255,000	\$250,317	\$240,000	\$238,784
Franchise Fees		\$34,000	\$30,000	\$34,748	\$30,000	\$28,476
Sales Taxes		\$30,000	\$30,000	\$24,458	\$34,000	\$28,945
Fines & Forfeitures		\$3,000	\$3,000	\$1,010	\$3,000	\$10,567
Licenses & Permits		\$40,100	\$51,600	\$38,592	\$41,400	\$42,435
Fees & Service Charges		\$2,400	\$2,400	\$1,200	\$3,000	\$4,120
Interest		\$6,000	\$5,000	\$4,878	\$700	\$2,253
Miscellaneous		\$3,000	\$3,000	\$2,256	\$4,000	\$15,759
TOTAL		\$389,500	\$380,000	\$357,459	\$356,100	\$371,339
		2020	2019	2019	2018	2018
EXPENDITURES		Budget	Budget	YTD	Budget	Actual
General Government		\$158,200	\$175,900	\$120,093	\$202,250	\$166,445
Public Safety		\$30,000	\$31,500	\$23,625	\$27,100	\$27,100
Public Works		\$26,000	\$30,500	\$16,640	\$27,500	\$30,688
Capital Outlay		\$74,000	\$41,000	\$30,175	\$11,000	\$7,861
TOTAL		\$288,200	\$278,900	\$190,533	\$267,850	\$232,094
OPERATING SURPLUS		\$101,300	\$101,100	\$166,926	\$88,250	\$139,245
TRANSFERS						
In: Admin Fee		\$49,400	\$40,200	\$39,150	\$42,200	\$40,200
Out: Debt Servicing		\$0	(\$125,806)	(\$126,500)	(\$127,900)	(\$126,900)
TOTAL TRANSFERS		\$49,400	(\$85,606)	(\$87,350)	(\$85,700)	(\$86,700)
NET CHANGE		\$150,700	\$15,494	\$79,576	\$2,550	\$52,545
DEBT SERVICING FUND						
I&S Property Taxes		\$178,200	\$51,000	\$49,425	\$48,000	\$49,004
General Fund Transfer		\$0	\$125,806	\$126,500	\$127,900	\$126,900
Debt Service (Principle)		(\$163,000)	(\$158,000)	(\$158,000)	(\$154,000)	(\$154,000)
Debt Service (Interest)		(\$15,612)	(\$18,806)	(\$18,805)	(\$21,900)	(\$21,910)
TOTAL		(\$412)	\$0	(\$880)	\$0	(\$6)

2019-2020 Budget

Utility Fund

		2020	2019	2019	2018	2018
REVENUES		Budget	Budget	YTD	Budget	Actual
Water		\$165,000	\$150,000	\$106,242	\$160,000	\$155,684
Sewer		\$108,000	\$106,000	\$86,243	\$106,000	\$107,790
Sanitation		\$50,000	\$50,000	\$37,684	\$50,000	\$47,213
Fees and Services		\$16,960	\$17,510	\$25,343	\$16,460	\$17,248
Other Income		\$1,000	\$20,000	\$23,072	\$2,000	\$17,759
Interest Revenue		\$2,000	\$1,000	\$1,627	\$540	\$801
	TOTAL	\$342,960	\$344,510	\$280,211	\$335,000	\$346,495
		2020	2019	2019	2018	2018
EXPENDITURES		Budget	Budget	YTD	Budget	Actual
Contract Services		\$40,800	\$40,800	\$30,600	\$52,200	\$45,300
Administrative		\$98,138	\$85,550	\$49,597	\$87,400	\$84,116
Repairs and Maintenance		\$35,200	\$34,300	\$26,264	\$28,900	\$49,807
Miscellaneous		\$2,000	\$2,000	\$413	\$1,000	\$5,968
Garbage Collections		\$48,000	\$46,000	\$27,853	\$43,000	\$41,240
Capital Improvements		\$45,000	\$75,000	\$64,835	\$65,000	\$66,952
	TOTAL	\$269,138	\$283,650	\$199,562	\$277,500	\$293,383
OPERATING SURPLUS		\$73,822	\$60,860	\$80,649	\$57,500	\$53,112
TRANSFERS						
Out: Admin Fee		(\$45,000)	(\$36,000)	(\$36,000)	(\$36,000)	(\$36,000)
TOTAL TRANSFERS		(\$45,000)	(\$36,000)	(\$36,000)	(\$36,000)	(\$36,000)
NET CHANGE		\$28,822	\$24,860	\$44,649	\$21,500	\$17,112

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this __1st__ day of __January, 2020 (“**Effective Date**”), by and between the Town of Lakewood Village (“**Town**”), and Allied Waste Systems, Inc. dba Republic Services of Lewisville, qualified to do and actually doing business in the State of Texas (“**Company**”).

RECITALS

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

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

TERMS AND CONDITIONS

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

Location Types

<u>X</u>	Residential Units	X_____	Large Commercial Units
<u>X</u>	Small Commercial Units	<u>X</u>	Industrial Permanent Units
<u>X</u>	Municipal Facilities	<u>X</u>	Industrial Temporary Units

2. **Newly Developed Areas.** If the Town develops new areas (of the same Location Types as designated above) within the Town’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The Town shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the Town annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. **Scope of Services.** Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
4. **Out of Scope Services May Be Contracted for Directly with Customers.** Company may provide collection and disposal or recycling service within the territorial jurisdiction of the Town for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The Town agrees that Company may use any information received from the Town in marketing all of its available

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

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

Exhibit A Specifications for Municipal Solid Waste Services

Exhibit A-1 Municipal Solid Waste Pricing

Exhibit B Specifications & Pricing for Recycling Services

Exhibit B-1 Recycling Facility Average Commodity Mix

Exhibit C Company's Performance Bond

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

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

- 7.1 Rates for Services. The rates for all Services shall be as shown on Exhibits A-1 and B, subject to the rate adjustments and additional fees and costs as set forth herein.

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

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

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

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

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

8. **Invoicing; Payment; Service Suspension; Audits.**

- 8.1 **Invoicing the Town.** The Town shall invoice and collect from all Residential Units and Municipal Facilities Customers for Services provided by Company pursuant to this Agreement. The Town shall report to Company (a) by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the Town and (b) on a quarterly basis, parcel data and a list of addresses billed for the Services by the Town. Company shall invoice the Town for the number of addresses that were billed by the Town within fifteen (15) days of receiving the Town's address count each month, and the Town shall pay Company's invoices.
- 8.2 **Invoicing the Customer Directly.** Company shall invoice each individual Customer for all large containers under this Agreement. The Customer shall pay Company's invoices.
- 8.3 **Payment.** The Town or Customer, as applicable, shall pay each of Company's invoices within thirty (30) days of receipt Company's invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the Town, Town shall pay Company's invoices in full irrespective of whether or not the Town collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the Town or Customer, as applicable, withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.
- 8.4 **Service Suspension.**
- 8.4.1 **Unpaid Invoices.** If any amount due from the Town is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the Town has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the Town shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.
- 8.4.2 **Suspension at Direction of Town.** If the Town wishes to suspend or discontinue Services to a Customer for any reason, the Town shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the Town shall provide additional email notification to

Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The Town shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension of discontinuation of any Services at the direction of the Town.

8.5 Audits.

8.5.1 Audit of Town Billings. With respect to any Services in which the Company's billing is dependent upon the Town's reporting of the number of addresses subject to this Agreement, the Town shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the Town and that the Town's reporting on such addresses is accurate. The Town shall share all findings and documentation with respect to such audits with Company. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to Town data to support that the number of addresses serviced exceeds the number provided by the Town, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.

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

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

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

13. **Equipment; Access.** Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The Town shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. Town and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for damages to pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement, unless caused by Contractor's negligence or willful misconduct.
14. **Risk Allocation.** Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
15. **Insurance.** During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

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

Automobile Liability

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

Commercial General Liability

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

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

16. Force Majeure. Except for Town's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the Town shall negotiate the additional payment to be made to Company. Further, the Town shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.
17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the Town and by the State.
19. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by Town.
20. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the Town's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to Town under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this

Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

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

Town of Lakewood Village

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

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

<u>X</u>	Municipal Solid Waste (MSW)	X	Bulky Waste
<u>X</u>	Yard Waste	X_____	Construction Debris

2. Definitions.

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

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

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

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

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

2.6 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

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

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

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

2.10 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential,

commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

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

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

2.13 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

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

2.15 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length are not required to be in a container, bag or box.

3. Collection Operations.

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

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 7:00 A.M. or continue after 7:00 P.M. Exceptions to collection hours shall be affected only upon the mutual

agreement of the Town and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the Town at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the Town at least two (2) weeks in advance of the commencement date for such changes. Town shall promptly give written or published notice to the affected Residential Units.

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

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

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

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

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

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

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

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

EXHIBIT A-1

SOLID WASTE PRICING

EFFECTIVE January 1, 2020

RESIDENTIAL

\$ 20.50

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

Blue Cart
Green Cart

Extra Trash Cart

\$ 7.28

Landfill Use Charge for Residents

\$ 8.20

Bio Solid Waste Removal Service

\$ 650.00

**Sludge hauls within 72 hours
or discounted by 50 percent.*

Town Clean Up – Four, 30yd containers 2x per year

INDUSTRIAL

Rate = Haul + Disposal

**\$325.00/haul +
\$35/ton disposal**

Rental / Daily

\$6.25

Delivery Charge

\$133.50

*8-ton limit on haul rate. Any additional tons over 8 will be charged at current landfill rates.

Yr 3 & 5 – Residential Rates

	Rate
Yr 1	\$20.50
Yr 2	\$20.50
Yr 3	\$22.04
Yr 4	\$22.04
Yr 5	\$23.69

EXHIBIT B

SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

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

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

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

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

3. Collection and Processing. Town shall pay Company a rate of \$1.15 per Unit for the collection and processing of Recyclable Materials from [Residential Units, Municipal Facilities, Small Commercial Units, Large Commercial Units, Industrial Permanent Units, Industrial Temporary Units]. Town’s Collection and Processing rate assumes that, on average, Town’s Recyclable Material consists of no more than 20% Unacceptable Material (the “**Unacceptable Material Threshold**”). The Collection and Processing rate is subject to Rate Adjustments as set forth in Section 7 of the Agreement.

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

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

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

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

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

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

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

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

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

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

RECYCLING FACILITY AVERAGE COMMODITY MIX

Avg Net Rev / Ton \$ (57.32)

Commodity Tons by Month

[illegible]

EXHIBIT C

COMPANY'S PERFORMANCE BOND

[To be provided by Company]

ORDINANCE NO. 19-XX

AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, DENTON COUNTY, TEXAS, REGULATING THE PARKING AND STORING OF RECREATIONAL VEHICLES, BOATS, BOAT TRAILERS, TRAILERS, PERSONAL WATER CRAFT, AND SIMILAR EQUIPMENT; REGULATING THE PARKING OF VEHICLES; PROVIDING FOR PROCEDURES FOR ADMINISTRATION AND ENFORCEMENT OF THIS ORDINANCE, PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$500 FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, parking and or storage of recreational vehicles, watercraft, and or trailers on the town streets is determined by the Town Council to be hazardous to the citizens of the Town of Lakewood Village, and the travelling public at large;

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

SECTION 1: Definitions. For the purposes of this ordinance the following words, terms, and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Recreational vehicle means

- (a) A vehicle primarily designated as a temporary living quarters for recreational camping or travel use, including a travel trailer, camping trailer, truck camper, and motor home.
- (b) A boat, boat trailer, personal watercraft, and similar equipment

Motor vehicle a self-propelled conveyance designed for use on a public street or highway; a trailer or semitrailer designed for use with a self-propelled vehicle.

Approved paved surface means a surface which is concrete. Approved surfaces do not include sidewalks, porches, or patios. All approved surfaces must be accessible from a driveway which meets the minimum width requirements set out in the zoning ordinance. "Islands" are prohibited. The driveway to any approved surfaces in the side or rear yard cannot encroach in the side set-backs.

SECTION 2: Restrictions on vehicles parked in the right-of-way of any town or county street or highway within the Town of Lakewood Village

- A. It shall be unlawful for the owner, occupant, or person in charge of property zoned for residential district uses to permit the parking, standing or storing of the following vehicles within the right-of-way of any town or county street or highway located within the municipal limits of the Town of Lakewood Village.
- (1) Box-truck, box-van, tow-truck, dump-truck, concrete-mixing truck, road tractor, truck tractor, tractor trailer, semi-tractor, truck equipped with a boom or platform or similar vehicles.
 - (2) Recreational vehicle
 - (3) Motor vehicle, truck, van, bus, or similar vehicle which is more than 23 feet in length, eight feet in width or ten feet in height.
- B. This section does not prohibit the parking of any of the vehicles listed in subsections A(1) and (2) above, for the purposes of expeditiously loading or unloading passengers, freight or merchandise, a recreational vehicle, as defined in Section 1, that is parked or stored in accordance with said section, or the storage of vehicles customary and incidental to the operation of a school or childcare center.

SECTION 3. Parking of Trailers

- A. *Definitions.* For the purposes of this section the following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.
- Trailer* shall mean a vehicle without means of motivation and designed to be towed, hauled or pulled by a motor vehicle.
- B. It shall be unlawful for the owner, occupant or person in charge of property zoned for residential use to permit the parking, standing or storing of a trailer on public right(s)-of-way.
- C. This section does not prohibit the temporary parking of a trailer for the purpose of expeditiously loading or unloading freight or merchandise, or a recreational vehicle as defined in Section 1 that is parked or stored in accordance with that section, or the storage of trailers customary and incidental to the operation of a school.

SECTION 4. Parking of Motor Vehicles

A person commits an offense if:

- A. the person stores or parks a motor vehicle or watercraft not on an approved surface;
or

- B. the property owner allows a motor vehicle or watercraft to be parked or stored on the resident property's front, side, or back yard, or vacant lot (excluding Town right-of-ways and easements) not on an approved paved surface.

The first offence each calendar year shall result in a warning, which may be delivered either in writing or orally.

SECTION 5. SAVINGS CLAUSE

Any ordinances in conflict with this ordinance are hereby repealed to the extent that they are in conflict with the terms and conditions of this Ordinance. It is the intent of the Town Council that each paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be deemed severable, and should any paragraph, sentence, subdivision, clause, phrase, or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this ordinance left standing.

SECTION 6. PENALTY CLAUSE

Any person, firm or corporation (collectively referred to as "Person") violating any of the provisions of this ordinance shall be subject to the penalty as provided herein, and upon conviction shall be punished by a fine not to exceed the sum of five hundred (\$500.00) dollars for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7: Effective Date.

This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED by the Town Council of the Town of Lakewood Village, Texas this the ~~8th-15th~~ day of ~~September~~August, 201~~6~~9.

Dr. Mark Vargus
Mayor

ATTEST:

Linda Asbell, TRMC, CMC
Town Secretary

TOWN OF LAKEWOOD VILLAGE

JUNKED VEHICLE & PARKING ORDINANCE ~~18-0619-XX~~

AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS ESTABLISHING REGULATIONS RELATING TO JUNKED AND ABANDONED VEHICLES; PROVIDING DEFINITIONS; PROVIDING A PROCEDURE FOR THE REMOVAL OF ABANDONED MOTOR VEHICLES, NOTICE OF SUCH ABANDONMENT, AND THE SALE AT AUCTION OR USE OF SUCH MOTOR VEHICLES; DECLARING JUNKED VEHICLES AS A NUISANCE, PROVIDING FOR THE REMOVAL OF JUNKED VEHICLES, AND PROVIDING FOR A HEARING BY AN OWNER OR LIENHOLDER; ~~PROHIBITING STORING OF A MOTOR VEHICLE, WATERCRAFT OR TRAILER ON ANY SURFACE OTHER THAN AN APPROVED PAVED SURFACE~~; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALER CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lakewood Village, Texas (the “Town”) is authorized and empowered pursuant to Chapter 683, Tex. Transportation Code, to establish rules and regulations regarding abandoned or junked motor vehicles; and

WHEREAS, the Town is further authorized and empowered under § 51.001, Tex. Loc. Gov. Code, and §122.005, Tex. Health & Safety Code, to do all acts and make all regulations which may be necessary or expedient for the public health; and

WHEREAS, Texas Local Government Code, §431.001, grants municipalities the authority to regulate the parking of motor vehicles on private property; and

WHEREAS, the Town Council finds that the adoption of this Ordinance is in the best interests of the health, safety and welfare of the citizens and the owners of real property within the Town.

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

Section 1: Findings

The findings attached hereto as Exhibit A is hereby adopted as the Junked / Abandoned Vehicles and Parking Ordinance for the Town.

Section 2: Repeal

Junked Vehicles and Parking Ordinance 13-01 is hereby repealed in its entirety.

Section 3: Penalty Clause

A. Violation

A person who 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 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

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 ~~the13-the15th~~ day of ~~September~~August, 2019~~8~~

Dr. Mark E. Vargus
MAYOR

ATTESTED:

Linda Asbell, TRMC, CMC
Town Secretary





JUNKED / ABANDONED VEHICLES ~~AND PARKING~~

Adopted: ~~September 13th, 2018~~ August 15, 2019

SECTION 1: DEFINITIONS

When used in this Ordinance, the following words and phrases shall mean as follows:

Abandoned motor vehicle means a motor vehicle that:

- A. is in operable and more than five (5) years old and has been left unattended on public property for more than 48 hours;
- B. has remained illegally on public property for more than 48 hours;
- C. has remained on private property without the consent of the owner or person in charge of the property for more than 48 hours; or
- D. has been left unattended on the right-of-way of a designated county, state, or federal highway within the Town for more than 48 hours.
- E.

Antique auto means a passenger car or truck that is at least 35 years old.

Approved paved surface means a surface which is concrete. Approved surfaces do not include sidewalks, porches, or patios. All approved surfaces must be accessible from a driveway which meets the minimum width requirements set out in the zoning ordinance. "Islands" are prohibited. The driveway to any approved surfaces in the side or rear yard cannot encroach in the side set-backs.

Garage keeper means an owner or operator of a storage facility.

Junked vehicle means a vehicle that is self-propelled and is:

- A. wrecked, dismantled or partially dismantled, or discarded; or
- B. inoperable and has remained inoperable for more than:
 - (i) 72 consecutive hours, if the vehicle is on public property; or
 - (ii) 30 consecutive days, if the vehicle is on private property.
 - (iii)

Motor vehicle shall be as defined under Chapter 501, Texas Transportation Code.

Motor vehicle collector means a person who:

- A. owns one or more antique or special interest vehicles; and
- B. acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.

Motor vehicle demolisher means a person in the business of:

- A. converting motor vehicles into processed scrap or scrap metal; or
- B. wrecking or dismantling motor vehicles.

Park or stand means to halt an occupied or unoccupied vehicle other than temporarily while loading or unloading merchandise or passengers.

Police department means the police department of the Town of Lakewood Village, Texas, or any law enforcement agency, including Denton County Sheriff's office, or the Town acting by and through its Mayor, utilized by the Town to enforce law within the Town.

Special interest vehicle means a motor vehicle of any age that has not been charged from original

manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

Storage facility includes a garage, parking lot, or establishment for the servicing, repairing, or parking of motor vehicles.

Trailer means a vehicle that (i) is designated or used to carry a load wholly on its own structure, and (ii) is drawn or designed to be drawn by a motor vehicle.

Watercraft means a vessel subject to registration under Chapter 31, Texas Parks and Wildlife Code.

SECTION 2: ABANDONED MOTOR VEHICLES

- A. *Taking into custody.* The police department may take into custody an abandoned motor vehicle, watercraft, or outboard motor found on public or private property. The police department may use its own personnel equipment, and facilities or, when specifically authorized by the Town council, hire persons, equipment, and facilities to remove, preserve and store an abandoned motor vehicle, watercraft or outboard motor it takes into custody.
- B. *Notice.* The police department shall send notice of abandonment of a vehicle, watercraft, or outboard motor taken into custody to:
 1. the last known registered owner of each motor vehicle, watercraft, or outboard motor (i) taken into custody, or (ii) for which a garage keeper's report is received pursuant to Section 683.031, Texas Transportation Code; and
 2. each lienholder recorded under Chapter 501, Texas Transportation Code for the motor vehicle or under Chapter 31, Texas Parks and Wildlife Code, for the watercraft or outboard motor.
- C. *Contents of notice. The notice under Section 2 B. must:*
 1. be sent by certified mail not later than the 10th day after the date the police department:
 - i. Takes the abandoned motor vehicle, watercraft, or outboard motor into custody; or
 - ii. receives the garage keeper's report under Section 683.031;
 2. specify the year, make, model, and identification number of the abandoned motor vehicle, watercraft, or outboard motor;
 3. give the location of the facility where the abandoned motor vehicle, watercraft, or outboard motor is being held;
 4. inform the owner and lienholder of the right to claim the abandoned motor vehicle, watercraft, or outboard motor of the right to claim the item not later than the 20th day after the notice on payment of:
 - i. towing, preservation, and storage charges; or
 - ii. garage keeper's charges and fees under Section 683.032, Texas Transportation Code; and
 5. state that failure of the owner or lienholder to claim the abandoned motor vehicle, watercraft, or outboard motor during the period specified by Section 2, Subsection C, paragraph 4 is:
 - i. a waiver by that person of all right, title, and interest in the item; and
 - ii. consent to the sale of the item at a public auction.

- D. *Notice by publication.* Notice by publication in one newspaper of general circulation in the Town is sufficient notice under this Section 2 if:
1. the identity of the last registered owner cannot be determined;
 2. the registration has no address for the owner; or
 3. the determination with reasonable certainty of the identity and address of all lienholders is impossible.

Notice by publication:

1. must be published in the same period that is required by Section 2, Subsection C, paragraph 4 for notice by certified mail and contain all of the information required by that subsection, and
 2. may contain a list of more than one abandoned motor vehicle, watercraft, or outboard motor.
- E. *Storage fees.* The police department or the agent of the police department that takes into custody an abandoned motor vehicle, watercraft, or outboard motor is entitled to reasonable storage fees:
1. for not more than 10 days, beginning on the day the item is taken into custody and ending on the day the required notice is mailed; and
 2. beginning on the day the police department mails notice and ending on the day accrued charges are paid and the vehicle, watercraft, or outboard motor is removed.
- F. *Auction or use of abandoned item; waiver of rights.*
1. If abandoned motor vehicle, watercraft, or outboard motor is not claimed before the 21st day after the date of notice provided in Section 2, Subsections B and C:
 - i. the owner or lienholder:
 - A. waives all rights and interests in the item; and
 - B. consents to the sale of the item by public auction; and
 - ii. the police department may sell the item at a public auction or used the item as provided by paragraph (h) of this Section 2.
 2. Proper notice of the auction shall be given. A garage keeper who has a garage keeper's lien shall be notified of the time and place of the auction.
 3. The purchase of an abandoned motor vehicle, watercraft, or outboard motor:
 - i. takes title free and clear of all liens and claims of ownership;
 - ii. shall receive a sales receipt from the police department; and
 - iii. is entitled to register the motor vehicle, watercraft, or outboard motor and receive a certificate of title.

G. *Auction proceeds.*

1. The police department is entitled to reimbursement from the proceeds of sale of an abandoned motor vehicle, watercraft, or outboard motor for:
 - i. the cost of the auction;
 - ii. towing, preservation, and storage fees, resulting from the taking into custody; and
 - iii. the cost notice or publication as required by subsection (B), (C) and (D) of this Section 2.
2. After deducting the reimbursement allowed under paragraph (1) of this subsection (G) of Section 2, the proceeds of sale shall be held for 90 days for the owner or lienholder of

the item.

3. After the 90-day period provided in paragraph (2) of this subsection (G), proceeds unclaimed by the owner or lienholder shall be deposited in an account that may be used for the payment of auction, towing, preservation, storage, and notice and publication fees resulting from taking abandoned motor vehicles, watercraft, or outboard motors into custody if the proceeds from the sale of other items are insufficient to meet those fees.
4. The Town may transfer funds in excess of \$1,000 from the account described in paragraph (3) of this subsection (G) to the Town's general revenue account to be used by the police department.

H. *Police department use of certain abandoned motor vehicles.*

1. The police department may use an abandoned motor vehicle, watercraft, or outboard motor for department purposes if the item is not claimed as provided for in this Section 2.
2. If the police department discontinues the use of such abandoned motor vehicle, watercraft, or outboard motor, the department shall auction the item.
3. This subsection (h) does not apply to a vehicle on which there is a garage keeper's lien.

I. *Disposal of vehicle abandoned in storage n facility.*

1. The police department shall take into custody and abandoned vehicle, watercraft, or outboard motor left in a storage facility that has not been claimed in the period provided by the notice required under subsection (b) of this Section 2.
2. The police department may use such a vehicle as authorized by subsection (h) or sell the vehicle at auction as provided by subsection (f). If the vehicle is sold, the proceeds of the sale shall first be applied to a garage keeper's charges for service, storage, and repair of the vehicle.
3. As compensation for expenses incurred in taking the vehicle into custody and selling it, the police department shall retain:
 - i. itwo percent (2%) of the gross proceeds of the sale of the vehicle; or
 - ii. all proceeds if the gross proceeds of the sale are less than \$10.
4. Surplus proceeds from the sale shall be distributed as provided by subsection (g).

J. *Demolition of abandoned motor vehicles.* The procedures for handling the demolition of an abandoned motor vehicle shall be in accordance with Subchapter D of Chapter 683, Texas Transportation Code.

SECTION 3. JUNKED VEHICLES

- A. *Applicability* "junked vehicle" includes a motor vehicle, aircraft, or watercraft. This ordinance applies only to:
1. a motor vehicle that does not have lawfully attached to it:
 - i. an unexpired license plate; and
 - ii. a valid motor vehicle inspection certificate;
 2. an aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; or
 3. a watercraft that:
 - i. does not have lawfully on board an unexpired certificate of number; and
 - ii. is not a watercraft described by Section 31.055, Parks and Wildlife Code.

B. *Public nuisance.*

1. A junked vehicle, including a part of a junked vehicle, that is visible from a public place or public right-of-way:
 - i. is detrimental to the safety and welfare of the public;
 - ii. tends to reduce the value of private property;
 - iii. invites vandalism;
 - iv. creates a fire hazard;
 - v. is an attractive nuisance creating a hazard to the health and safety of minors;
 - vi. produces urban blight adverse to the maintenance and continuing development of the Town; and
 - vii. is a public nuisance.
2. This Section shall not apply to a vehicle or vehicle part:
 - i. that is completely enclosed in a building in a lawful manner and is not visible from the street or other public or private property; or
 - ii. that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer, or that is an antique or special interest vehicle stored by a motor vehicle collector on the collector on the collector's property, if the vehicle or vehicle part and the outdoor storage area, if any, are:
 1. maintained in an orderly manner;
 2. not a health hazard; and
 3. screened from ordinary public view by appropriate means, including a fence, rapidly growing trees, or shrubbery.

C. *Offense*

1. A person commits an offense if the person maintains a public nuisance described by subsection (1) of this Section 3.
2. An offense under this section is a misdemeanor punishable by a fine not to exceed \$200.
3. The court shall order abatement and removal of the nuisance on conviction.

D. *Abatement and removal of nuisance; administration.* Abatement and removal of a junked vehicle or vehicle part shall be administered by regular salaried, full time employees of the Town; provided, however, that any person authorized by the Town may remove the public nuisance. A junked vehicle or part thereof constituting a public nuisance may be abated and removed by the Town in accordance with the following:

1. *Notice of removal.*
 - i. At least 10 days prior to the abatement and removal of the junked vehicle or part of a junked vehicle, the Town shall provide notice of the public nuisance. The notice must be sent certified mail with a five (5) day return requested to:
 1. the last known registered owner of the public nuisance;
 2. each lienholder of record of the public nuisance; and
 3. the owner or occupant of:
 - a. the property on which the public nuisance is located; or
 - b. if the public nuisance is located on a right-of-way, the property adjacent to the right-of-way.
 - ii. If the post office address of the last known registered owner of the public nuisance is unknown, notice may be placed on the public nuisance or, if the owner is located, hand delivered.

- iii. If the notice is returned undelivered, action to abate the nuisance shall be continued to a date not earlier than the 11th day after the date of the return.
- iv. The notice must state that:
 - 1. the public nuisance must be abated and removed not later than the 10th day after the date on which the notice was mailed; and
 - 2. any request for a hearing must be made before that 10 day period expires.

2. *Hearing.*

- i. If a hearing is requested by a person for whom notice is required, the hearing shall be held before Town Council not earlier than the 11th day after the date of the service of the notice.
- ii. At the hearing, the junked vehicle is presumed, unless demonstrated otherwise by the owner or other person to whom notice of hearing was provided, to be in operable.
- iii. If, after such public hearing, the Town Council determines that the vehicle or part thereof is a public nuisance as defined herein, the Town Council shall enter an order requiring the removal of the junked vehicle or part thereof and in such order shall include, if the information is available at the location of the public nuisance, the junked vehicle's:
 - 1. description;
 - 2. vehicle identification number; and
 - 3. license plate number.

3. *Removal; authority of administrator; disposal.*

- i. In the event that the notice provided pursuant to Section 3(a) (3) (I) or an order issued by the Town Council pursuant to Section 3(a)(3)(ii) above is not complied with, the Town may remove or cause the removal of the junked vehicle or part thereof. A person authorized to administer the terms of this Section 3 may enter private property in accordance with law to examine a public nuisance, or to remove or direct the removal of the nuisance.
- ii. A junked vehicle that has been removed from either public or private property shall not be reconstructed or made operable. The Town may finally dispose of a junked vehicle or part thereof or may transfer the junked vehicle or part to another disposal site if the disposal is scrap or salvage only.

SECTION 4. ~~PARKING ON APPROVED PAVED SURFACE~~

~~A person commits an offense if:~~

- ~~A. the person stores or parks a motor vehicle or watercraft not on an approved surface; or~~
- ~~B. the property owner allows a motor vehicle or watercraft to be parked or stored on the resident property's front, side, or back yard, or vacant lot (excluding Town right-of-ways and easements) not on an approved paved surface.~~

~~The first offence each calendar year shall result in a warning, which may be delivered either in writing or orally.~~

End of Exhibit A

Adoption and Summary of Amendments

Ordinance Number	Date	Summary
18-06	September 13, 2018	<ul style="list-style-type: none">• Revised definition of Approved Paved Service
19-XX	August 15, 2019	<ul style="list-style-type: none">• Parking Regulations moved to Parking Ordinance

TOWN OF LAKEWOOD VILLAGE N
ORDINANCE ~~16-1019-XX~~

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS PROVIDING FOR PUBLIC NUISANCES, COMMUNITY APPEARANCE TO PROTECT PROPERTY VALUES, QUALITY OF LIFE AND PUBLIC HEALTH AND SAFETY, ~~AND TO PROVIDE FOR THE CONTROL OF OPEN BURNING~~; PROVIDING FOR DEFINITIONS; PROVIDING FOR OWNER'S DUTY TO MAINTAIN PROPERTY BY KEEPING PROPERTY FREE AND CLEAR OF NUISANCES INCLUDING WEEDS, BRUSH AND UNSIGHTLY MATTER; DUTY TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR NOTICE OF VIOLATION; PROVIDING FOR TOWN ABATEMENT; PROVIDING FOR ADMINISTRATIVE FEES; PROVIDING FOR OFFENSES, PENALTIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE REPEALER; PROVIDING A SAVINGS CLAUSE; AND PROVIDING 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, the Town Council of Lakewood Village, Texas in order to provide for the general health and welfare of the citizens of this Town is permitted to enact certain rules and regulations; and

WHEREAS, the Town Council of the Town of Lakewood Village, Texas adopts the Texas Health and Safety Code, Chapter 342, Subchapter A, as amended and supplemented by the terms of this Ordinance.

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. Exhibit “A” herein is for all purposes fully incorporated and set forth herein.

Section 2: Repeal

Nuisance/Burning Ordinance 12-08 is hereby repealed in its entirety. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of said Ordinances except 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 those that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided, however, that any complaint, action, claim or lawsuit that has been initiated or has arisen under or pursuant to any of the Ordinances or sections thereof that have been specifically repealed on the date of the adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance or section thereof and for that purpose the Ordinance or section thereof shall remain in full force and effect.

Section 3: Penalty Clause

1. After any required notice to the owner, the failure or refusal to comply with any demand for compliance within the applicable time period shall be deemed as maintaining a public nuisance and the Mayor, Mayor Pro-Tem, Town Administrator/Town Secretary, or the Town Council designee may issue a citation in municipal court and/or file a lien upon and against such real property to include all costs, Town administrative fees, filing fees, charges and expenses. Any owner, as defined herein, violating any of the provisions of this ordinance, shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be subject to a fine not to exceed \$2000.00 for each offense. Each day a violation of any provision of this ordinance shall continue, it shall constitute a separate offense.

2. The property owner’s failure to comply with this ordinance may result in the Town securing a lien against the property. In this event, the Town will file with the County Clerk a statement of the expenses incurred in correcting the condition of the property. The Town shall have a privileged lien on the property, second only to tax liens and liens for street improvements, together with ten percent (10%) on the delinquent amount from the date such payment was due.

Section 4: Severability

The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or

application thereof to any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5: Savings Clause

All rights and remedies of the Town of Lakewood Village are expressly saved as to any and all violations of the provisions of any Ordinances affecting and which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

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 be in full force and effect 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 ~~8th~~ 15th day of ~~September~~ August, 2016~~9~~.

Dr. Mark Vargus
Mayor

ATTEST:

Linda Asbell, TRMC, CMC
Town Secretary



DUTY TO MAINTAIN PROPERTY

NUISANCE ~~AND BURNING~~ REGULATIONS

Adopted: August 11~~5~~, 201~~9~~6

2.1 DEFINITIONS

~~“Builder/Developer/Contractor” shall mean any person(s), firm, corporation or other entity that has been hired by an owner, as defined herein, to perform any new construction, remodel or repair of said property within the corporate limits of the Town of Lakewood Village. If the owner is also the builder/developer/contractor, as defined herein, then the owner is held to the limitations of a builder/developer/contractor as specified in this ordinance.~~

“Bulk Trash” shall mean any rubbish/brush as defined herein and other large or bulky items approved for collection as “bulk trash” on the designated day as set forth within the contract between the Town of Lakewood Village and the Town’s Solid Waste Collection provider.

“Nuisance” shall mean whatsoever is dangerous to human life or health, whatsoever renders the ground, the water, the air or the food a hazard or injurious to human life or health or that is offensive to the senses or that is detrimental to the public health is hereby declared to be a nuisance.

“Owner” shall mean any person(s) or entities owning, claiming, occupying or having supervision or control of any lot, tract, parcel of land, occupied or unoccupied, improved or unimproved, within the corporate limits of the Town of Lakewood Village.

“Rubbish/brush” shall mean lawn trimmings, tree trimmings, trash, debris, rubble, concrete, cement, stone, excess or useless fragments of construction materials, or other miscellaneous useless waste or rejected matter.

“Town” shall mean The Town of Lakewood Village

“Weeds/Vegetation” shall mean vegetation, including grass, that because of its height is objectionable, unsightly or unsanitary, but excluding shrubs, bushes, trees, cultivated flowers, and cultivated crops.

SECTION 2

DUTY TO MAINTAIN PROPERTY

2.1 It shall be unlawful for any owner to allow a nuisance of weeds/vegetation, as defined in Section 1 herein, to grow to a height greater than 12 inches upon any real property within one hundred fifty (150) feet of any property line which abuts a Town street right-of-way and within 50 feet from any part of a habitable dwelling.

~~2.2 Any builder/developer/contractor is strictly prohibited from burning any materials within the Town of Lakewood Village including, but not limited to, any rubbish/brush, as defined in Section 1 herein. Burning of any materials shall be prohibited on any construction site.~~

~~2.3 Also, it shall be unlawful for any builder/developer/contractor to allow a nuisance of rubbish/brush to accumulate or be present upon any real property within the Town of Lakewood Village, unless such nuisance of rubbish/brush is in a covered container designed for such purposes.~~

2.4 It shall be unlawful for any owner to allow a nuisance of rubbish/brush, as defined in Section 1 herein, to accumulate or be present upon any real property within the Town in excess of ten days.

2.5 It shall be the duty of any owner to maintain their property in a reasonable neat and orderly fashion. Therefore,

2.5.a Outside storage of auto parts, appliances, ~~lawnmowers, bicycles, building materials and motoreycles~~, or any items that fall within the definition of “nuisance” as defined in Section 1 herein, is strictly prohibited.

~~2.5.b Exterior paint, trim, gutters, down spouts, garage doors, windows, masonry and siding shall be maintained in such a manner so as to be consistent with surrounding homes. In general, an owner shall maintain their property in such a manner as necessary to provide a pleasing appearance to their surrounding neighbors.~~

2.5.c If a building permit is current, it is reasonable to temporarily store, in outside view, such building materials as needed to complete the permitted construction.

2.5.d Placement of bulk trash for collection in excess of ten (10) days prior to date of collection as established by Solid Waste Collection contract is strictly prohibited.

~~2.5.e Violation of this section is subject to notice and penalties as described herein.~~

SECTION 3

RESPONSIBILITY FOR ENFORCEMENT

Enforcement of this Ordinance shall be the responsibility of the proper State and Denton County authorities; the Mayor, Mayor Pro-Tem and Town Administrator/Town Secretary; and/or any person(s) duly appointed by the Town Council.

SECTION 4

NOTICE OF VIOLATION

In the event that any owner fails to comply with the provisions of this ordinance, an authorized person or entity pursuant to Section 3, the Town shall give ten (10) days’ notice in writing to such owner, or by certified mail, return receipt requested addressed to such owner at their last known mailing address, demanding compliance with this ordinance. Additionally, pursuant to the Texas Health and Safety Code, Section 342.006, this is the only notice that will be given for the next

twelve (12) months. If, within the next twelve (12) months, the same violation(s) occurs again, the Town, without notice, may take the appropriate actions to bring the property into compliance and assess its expenses as provided by Section 5 herein.

SECTION 5

ABATEMENT BY TOWN

- 5.1 If an owner fails or refuses to comply with the Town's demand for compliance with of this Ordinance within ten (10) days of the notice provided pursuant to Section 4 herein, the Town may do such work or cause the work to be done to bring the real property into compliance with this ordinance.
- 5.2. The expense incurred in correcting any condition of a property in violation of this ordinance shall be paid by the Town and charged to the owner of such property. A statement of the cost incurred by the Town shall be mailed to the owner. Such statement shall be paid by the owner within 30 days of the date of the mailing thereof. In the event that the statement has not been paid within the 30-day period, the Town has the right to exhaust any and all remedies available under this Ordinance and state law.

SECTION 6

ADMINISTRATIVE FEE

In addition to collecting the costs and expenses incurred for correcting any violation(s) involving abatement by the Town, the Town shall charge the minimum of \$100.00 not to exceed a maximum of \$500.00 per occurrence, which sum is hereby found to be the cost to the Town of administering the terms of this ordinance.

SECTION 7

OFFENSES, PENALTIES, AND LIENS

- 7.1 After any required notice to the owner, the failure or refusal to comply with any demand for compliance within the applicable time period shall be deemed as maintaining a public nuisance and the Mayor, **Mayor Pro-Tem, Town Administrator/Town Secretary, or the Town Council designee** may issue a citation in municipal court and/or file a lien upon and against such real property to include all costs, Town administrative fees, filing fees, charges and expenses. Any owner, as defined herein, violating any of the provisions of this ordinance,

shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be subject to a fine not to exceed \$2000.00 for each offense. Each day a violation of any provision of this ordinance shall continue, it shall constitute a separate offense.

- 7.2 The property owner's failure to comply with this ordinance may result in the Town securing a lien against the property. In this event, the Town will file with the County Clerk a statement of the expenses incurred in correcting the condition of the property. The Town shall have a privileged lien on the property, second only to tax liens and liens for street improvements, together with ten percent (10%) on the delinquent amount from the date such payment was due.

End of Exhibit A

ADOPTION AND SUMMARY OF AMENDMENTS

Ordinance Number	Date	Summary
00-04A	June 05/2000	• Original Adoption
05-011		• Repealed for historical purposes (never officially took effect)
09-12	Sept. 24, 2009	• Clarified burning restrictions, Repealed
12-08	June 14, 2012	• Clarified areas required to be mowed, Repealed
16-10	Sept 8, 2016	• Introduced time frame for bulk trash to be placed for pick-up
19-XX	Aug 15, 2019	• Removed burning, removed property maintenance