



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

**TOWN COUNCIL MEETING  
AUGUST 15, 2019 7:00 P.M.**

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**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. PUBLIC HEARING:** A public hearing is scheduled on the ordinance amending the Zoning Ordinance, Subdivisions Regulation Ordinance and Building Codes to cause said ordinances to be in compliance with House Bill 2439, House Bill 3167 and House Bill 2497, which bills take effect on September 1, 2019 to provide an opportunity for citizen comment.

**D. CONSENT AGENDA:** All the items on the Consent Agenda are considered to be self-explanatory and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests an item be removed from the Consent Agenda.

1. Minutes of July 11, 2019 Council Meeting (Asbell)
2. Minutes of August 8 Council Meeting (Asbell)
3. Interlocal Agreement with Denton County for Tax Collection. (Asbell)

**E. EXECUTIVE SESSION:** (1) § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice regarding the appeal of the Building Official ruling regarding 474 Peninsula Drive. (2) § 551.071(1), Texas Government Code to wit: Consultation with the Town Attorney regarding pending or contemplated litigation.

**F. RECONVENE:** Reconvene into regular session

**G. REGULAR AGENDA:**

1. Resolution for the Appointment of One Member to the Board of Managers of the DENCO Area 9-1-1 District (Asbell)
2. Consideration of Appeal of Building Official Ruling Regarding 474 Peninsula (Vargus)
3. Consideration of Zoning Ordinance (Vargus)
4. Consideration of Subdivision Ordinance (Vargus)

**H. 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.

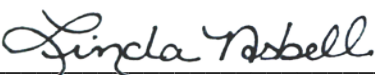
**I. RECONVENE:** Reconvene into regular session and consideration of action, if any, on items discussed in executive session

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

**K. ADJOURNMENT**

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 4:50 p.m. on Monday, August 12, 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.

# **LAKEWOOD VILLAGE TOWN COUNCIL**

## **COUNCIL MEETING**

**JULY 11, 2019**

### **Council Members:**

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

### **Town Staff:**

Linda Asbell, TRMC, CMC – Town Secretary  
W. Andrew Messer, Town Attorney

### **REGULAR SESSION - 7:00 P.M.**

With a quorum of the Council Members present, Mayor Vargus called the Regular Meeting of the Town Council to order at 7:00 p.m. on Thursday, July 11, 2019, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

### **PLEDGE TO THE FLAG:**

**(Agenda Item A)**

Mayor Vargus led the Pledge of Allegiance

### **VISITOR/CITIZENS FORUM:**

**(Agenda Item B)**

No one requested to speak

### **PUBLIC HEARING:**

**(Agenda Item C)**

A public hearing was held to provide an opportunity for citizens to comment on the proposed Fiscal Year 2019-2020 budget. Mayor Vargus opened the public hearing at 7:00 p.m.

No one requested to speak.

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**MOTION:** Upon a motion made by Councilman Bushong and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:01 pm. *The motion carried.*

**PUBLIC HEARING:**

**(Agenda Item D)**

A public hearing was held to provide an opportunity for citizens to comment on the proposed property tax rate. Mayor Vargus opened the public hearing at 7:01 p.m.

No one requested to speak.

**MOTION:** Upon a motion made by Councilman Farage and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:02 pm. *The motion carried.*

**REGULAR AGENDA:**

**(Agenda Item E)**

**Consideration of Amendment to the Fee Ordinance (Asbell)**

**(Agenda Item E.1)**

Town Secretary Asbell reported the fee ordinance has been updated to include the Municipal Court Section.

**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to amend the utility policy ordinance as presented. *The motion carried.*

**Consideration of Amendment to the Utility Policy Ordinance (Vargus)**

**(Agenda Item E.2)**

Mayor Vargus reviewed the amendment that would require a utility account with separate water and sewer taps for secondary structures with air-conditioned space of 1,000 square feet or more. There was some discussion about requiring a second full utility bill which would include sewer and trash service.

**MOTION:** Upon a motion made by Councilman Bushong and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to amend the utility policy ordinance as presented. *The motion carried.*

**Consideration of Temporary Closure of  
Green Meadow Drive to Through Traffic  
(Vargus)**

**(Agenda Item E.3)**

Mayor Vargus reported that Green Meadow is currently thirteen feet wide, and there are multiple houses being constructed on Green Meadow. The construction traffic would be required to access Green Meadow from Highridge Drive and stay off of the concrete roads. Green Meadow will be included in the concrete road project. There was some discussion about managing construction traffic on Highridge Drive. There was some discussion about the current condition of Highridge Drive.

**MOTION:** Upon a motion made by Councilman Bushong and seconded by Councilwoman Lepley, council voted five (5) “ayes”, no (0) “nays” to temporarily close Green Meadow Drive to through traffic. *The motion carried.*

**Discussion of Concrete Roads (Vargus)**

**(Agenda Item E.4)**

Mayor Vargus reported that Kimley Horn surveying started some preliminary work on July 10<sup>th</sup>. Mayor Vargus requested a sign be constructed providing information about the concrete road project. There was some discussion about the timeline for the project. There was some discussion about the tax rate and the preliminary efforts to prepare the finances for the bond issuance. There was some discussion about temporary patches on potholes and mitigation on the large ridges.

**Consideration of Fiscal Year 2019-2020  
Budget (Vargus)**

**(Agenda Item E.5)**

Mayor Vargus reviewed the market value appreciation and tax revenue increase reflected in the tax roll. There was some discussion about the maintenance and operations revenue increase of \$18,378 due to appreciation of property values. Mayor Vargus reviewed what the debt servicing deficit would be if the maintenance and operations rate subsidized the concrete roads. Mayor Vargus reviewed the cash balances at the time of the bond issuance on the first phase of the concrete roads versus the cash balances now. Mayor Vargus reported on the importance of having a high cash balance when the concrete road bonds are approved and issued. Mayor Vargus recommended a tax rate of \$0.415 which is maintenance and operations, and interest and sinking rates combined. Mayor Vargus reviewed the roll-back cap imposed by the most recent legislature. There was some discussion about the budget and tax rate adoption process. Mayor Vargus reviewed potential capital improvement projects. There was some discussion about rehabilitation on the current well screens and the cost of a new well. There was some discussion

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about the Municipal Development District funding some infrastructure projects associated with the concrete roads.

**MOTION:** Upon a motion made by Councilman Bushong and seconded by Mayor Pro-Tem West, council voted five (5) “ayes”, no (0) “nays” to ratify the property tax increase reflected in the fiscal year 2019-2020 budget as presented. *The motion carried.*

**ROLLCALL VOTE**

Mayor Vargus – present and not voting  
Mayor Pro-Tem West - aye  
Councilman Bushong - aye  
Councilwoman Lepley - aye  
Councilman Farage - aye  
Councilman Bissonnette - aye

**MOTION:** Upon a motion made by Councilman Farage and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to approve the fiscal year 2019-2020 budget as presented. *The motion carried.*

**ROLLCALL VOTE**

Mayor Vargus – present and not voting  
Mayor Pro-Tem West - aye  
Councilman Bushong - aye  
Councilwoman Lepley - aye  
Councilman Farage - aye  
Councilman Bissonnette - aye

**EXECUTIVE SESSION:**

**(Agenda Item F)**

No executive session was held regarding agenda item E.6.

**RECONVENE:**

**(Agenda Item G)**

**REGULAR AGENDA (continued):**

**(Agenda Item E)**

**Consideration of Appeal of Building  
Inspector Ruling Regarding 474 Peninsula  
(Vargus)**

**(Agenda Item E.6)**

This item will be considered at the August council meeting.

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**EXECUTIVE SESSION:**

**(Agenda Item H)**

At 8:00 p.m. Mayor Vargus recessed into executive session in accordance with (1) § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice. (2) § 551.072 Texas Government Code to wit: deliberations about real property; (3) § 551.087 Texas Government Code to wit: Economic Development Negotiations; and (4) § 551.076 Texas Government Code to wit: deliberations about Security Devices

**RECONVENE:**

**(Agenda Item I)**

Mayor Vargus reconvened the regular session at 8:26 p.m. No action was taken.

**REPORTS**

**(Agenda Item J)**

No reports were made

**ADJOURNMENT**

**(Agenda Item K)**

**MOTION:** Upon a motion made by Councilman Bissonnette and seconded by Mayor Pro-Tem West council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 8:26 p.m. on Thursday, July 11, 2019. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 13th day of August 2019.

APPROVED

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Darrell West  
MAYOR PRO-TEM

ATTEST:

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Linda Asbell, TRMC, CMC  
TOWN SECRETARY

# **LAKEWOOD VILLAGE TOWN COUNCIL**

## **COUNCIL MEETING**

**AUGUST 8, 2019**

### **Council Members:**

Dr. Mark Vargus, Mayor  
Darrell West – Mayor Pro-Tem  
Clint Bushong  
Serena Lepley  
Matt Bissonnette  
Eric Farage – Arrived at 8:32 p.m.

### **Town Staff:**

Linda Asbell, TRMC, CMC – Town Secretary

### **REGULAR SESSION - 7:00 P.M.**

With a quorum of the Council Members present, Mayor Vargus called the Regular Meeting of the Town Council to order at 7:00 p.m. on Thursday, August 8, 2019, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

### **PLEDGE TO THE FLAG:**

**(Agenda Item A)**

Mayor Vargus led the Pledge of Allegiance

### **VISITOR/CITIZENS FORUM:**

**(Agenda Item B)**

No one requested to speak

### **PUBLIC HEARING:**

**(Agenda Item C)**

A public hearing was held to provide an opportunity for citizens to comment on the proposed combined property tax rate of \$0.415/\$100. Mayor Vargus opened the public hearing at 7:00 p.m.

Mayor Vargus reported the tax rate should have been \$0.415 for the last several years to cover the bond payments for phase 1 of the concrete roads however the general fund was supplementing the debt servicing amount. The tax rate must now be increased to cover the bond payments in order to proceed with the second phase of the concrete roads. Mayor Vargus

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reported the additional funds collected with the increased taxes will be used to cover the double bond payments. Mayor Vargus reported on the tax rate of surrounding communities with Lakewood Village continuing to have the lowest rate in the area. Mayor Vargus reported the total tax bill a citizen will receive will go up approximately 5% but the majority of the increase is due to the school district. The average citizen will see an increase of approximately \$200 due to the concrete road project.

**MOTION:** Upon a motion made by Councilman Bushong and seconded by Mayor Pro-Tem West, council voted four (4) “ayes”, no (0) “nays” to close the public hearing at 7:07 pm. *The motion carried.*

**PUBLIC HEARING:**

**(Agenda Item D)**

A public hearing was held to provide an opportunity for citizens to comment on the amendments to the Zoning, Subdivisions Regulation Ordinance and Building Codes to cause said ordinance to be in compliance with House Bill 2439, House Bill 3167 and House Bill 2497 which take effect on September 1, 2019. Mayor Vargus opened the public hearing at 7:08 p.m.

Mayor Vargus reported on the legislature changes which take effective September 1<sup>st</sup>. Mayor Vargus reported on the process for updating the ordinances to meet the legislative requirements.

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Councilman Bissonnette, council voted four (4) “ayes”, no (0) “nays” to close the public hearing at 7:10 pm. *The motion carried.*

**PUBLIC HEARING:**

**(Agenda Item E)**

A public hearing was held to provide an opportunity for citizens to comment on the proposed ordinance changes in agenda items F6. Through F.10. Mayor Vargus opened the public hearing at 7:10 p.m.

Mayor Vargus reported that council would like to give citizens an opportunity to have input on proposed ordinances council is considering. Mayor Vargus reported that previously the town prohibited parking of oversized vehicles on town street, but it was eliminated during ordinance updates. The prohibition on oversized vehicle parking is being considered by council. Mayor Vargus reported that the nuisance ordinance is being updated to remove burning restrictions because that is regulated by the Fire Code. Mayor Vargus reported on consideration of a noise related restriction in the noise ordinance.



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**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilwoman Lepley, council voted four (4) “ayes”, no (0) “nays” to close the public hearing at 7:01 pm. *The motion carried.*

**REGULAR AGENDA:**

**(Agenda Item F)**

**Update on Dark Sky Community Designation  
(Asbell)**

**(Agenda Item F.1)**

Town Secretary Asbell reported that on July 31<sup>st</sup> the town was notified that it has received preliminary approval of its application to receive designation as an International Dark Sky Community. Full approval is pending clarification of information already provided in the application. Agenda item F.2. will address the only remaining outstanding request from the committee. On September 21<sup>st</sup> the Town will be hosting a Star Party with telescopes at the west end of Carrie Lane. Sheryl France, Dark Sky Committee Chairperson, introduced Janie Newsome (former teacher), Pam Radcliff (former principal), Lynn Burkhardt (Master Gardner), and Lynn Stewart will be hosting the star parties who will all be on the Dark Skies Committee.

**Consideration of Amendment to the Dark  
Sky Application (Asbell)**

**(Agenda Item F.2)**

Secretary Asbell reported the graph provided will be included in the Dark Sky Community Designation application packet. It does not impose any additional requirements, it only restates, in graft format, a timeline already provided for by the outdoor lighting ordinance. Mayor Vargus requested council review and approve the changes to the application as a show of support of the designation.

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Mayor Pro-Tem West, council voted four (4) “ayes”, no (0) “nays” to approve the proposed amendment to the Dark Sky Application. *The motion carried.*

**Discussion of Concrete Road Project, Kimley  
Horn (Vargus)**

**(Agenda Item F.3)**

Brittany Shake reviewed the updated schedule. The GeoTech has all been completed, phase 2 of the project is the survey. The surveying was approved in July and has been started. The next step is engineering. The survey is expected to be completed mid-September. In order to meet the new planned project award date in March, rather than previously planned award in June, the engineering will need to be started as soon as the surveying is turned in. Ms. Shake reviewed the

process for bid submittal and award. The construction phase is expected to take approximately eight months. Ms. Shake reviewed the surveying process and how the information is processed. There was some discussion about “walking the survey” to identify potential conflicts and needed adjustments in design. There was some discussion about the design of the culs-de-sac on the ends of Carrie Lane, Meadow Lake, and the “Courts” on Stowe Lane. Mayor Vargus reported that the need to coordinate with the bond financing which usually takes place in February, is driving the expedited award date.

**Consideration of Phase 3 Engineering Task  
for Concrete Roads (Vargus)**

**(Agenda Item F.4)**

Brittany Shake reviewed the civil engineering required in the design of the road which will include review of drainage needs, coordination with utilities, and preparing construction plans and probable construction costs. Ms. Shake reviewed the bidding phase of the process and execution of the contracts with the contractor constructing the roads. There was some discussion about construction deadlines for contractors. Mayor Vargus reported the fees for this project will be paid during the next fiscal year budget and funds will be recovered after bond funding.

**MOTION:** Upon a motion made by Councilman Bushong and seconded by Councilman Bissonnette, council voted four (4) “ayes”, no (0) “nays” to authorize the mayor to execute the agreement for Engineering, Phase 3 Task with Kimley Horn. *The motion carried.*

**Discussion of Water Operations (Vargus)**

**(Agenda Item F.5)**

Mayor Vargus reported in August last year the wells were running for up to two days before turning off. Currently the wells are running approximately 9 hours a day and the tanks are full. Financially the town is approximately the same position as last year with water and sewer billing.

**Discussion of Zoning Ordinance (Vargus)**

**(Agenda Item F.6)**

Discussed concurrently with Agenda Item F.7.

**Discussion of Subdivision Ordinance  
(Vargus)**

**(Agenda Item F.7)**

Mayor Vargus reported that the ordinance is a catch-all ordinance that uniformly provides a “patch” to make our ordinance compliant with the new legislative requirements. The Town

Attorney has provided this ordinance to all the municipalities served by his office. Council will consider this ordinance at the council meeting next week.

**Discussion of Nuisance Ordinance (Vargus)**

**(Agenda Item F.8)**

Mayor Vargus reviewed the history of the changes in the nuisance ordinance. There was some discussion about the burning regulations being removed from the nuisance ordinance as it is covered in the fire code. There was some discussion about outdoor storage regulations and property maintenance regulations. There was some discussion about updating sections limiting authority for enforcement so they all reflect the same authorities and restrictions. There was some discussion about noise complaints.

**Discussion of Parking Ordinance (Vargus)**

**(Agenda Item F.9)**

Mayor Vargus reviewed the history of parking complaints and the consideration of on-street parking regulations. There was some discussion about restrictions on oversized vehicles overnight. There was some discussion about signs required to restrict parking. There was some discussion about enforcement. Council will consider these ordinances at the September council meeting.

**Discussion of Junked Vehicle Ordinance (Vargus)**

**(Agenda Item F.10)**

Mayor Vargus reported the only change is the removal of the approved parking surface requirement as it is covered in the parking ordinance. Mayor Vargus reported on the concerns about vehicles appearing to be “abandoned” at the entrance to town. Mayor Vargus reported that the town has no ability to have those vehicles towed because they are on private property. Town Secretary Asbell coordinates with the property owner and the Sheriff’s Office to ensure the vehicles are removed as soon as possible.

**Consideration of Approval of the Municipal  
Development District Budget Fiscal Year  
2019-2020 (Vargus)**

**(Agenda Item F.11)**

Linda Loudon reported the projects line includes \$5,000 for events, \$10,000 for town road related projects, and \$5,000 was planned for painting the equipment at Rocky Point.

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**MOTION:** Upon a motion made by Councilman Bissonnette and seconded by Mayor Pro-Tem West, council voted four (4) “ayes”, no (0) “nays” to approve the Municipal Development District Fiscal Year 2019-2020 budget. *The motion carried.*

**Consideration of Ordinance Adopting Tax  
Rate for 2020 (Vargus)**

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**(Agenda Item F.12)**

Mayor Vargus reported that the tax roll was just certified a few days ago and Denton County is working on the required publication. Council will consider the ordinance at the council meeting in September.

**Ratification of Fiscal Year 2019-2020 Budget  
(Asbell)**

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**(Agenda Item F.13)**

Mayor Vargus reported that the tax roll was certified with approximately 20% of the properties in Lakewood Village still being under appeal. The certified tax roll shows the property taxes being slightly lower than anticipated.

**EXECUTIVE SESSION:**

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**(Agenda Item G)**

At 8:32 p.m. Mayor Vargus recessed into executive session in accordance with (1) § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice. (2) § 551.072 Texas Government Code to wit: deliberations about real property; (3) § 551.087 Texas Government Code to wit: Economic Development Negotiations; and (4) § 551.076 Texas Government Code to wit: deliberations about Security Devices

**RECONVENE:**

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**(Agenda Item H)**

Mayor Vargus reconvened the regular session at 9:24 p.m. No action was taken.

**REPORTS**

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**(Agenda Item I)**

No reports were given

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**ADJOURNMENT**

**(Agenda Item J)**

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Councilman Farage council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 9:25 p.m. on Thursday, August 11, 2019. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 15th day of September 2019.

APPROVED

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Darrell West  
MAYOR PRO-TEM

ATTEST:

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Linda Asbell, TRMC, CMC  
TOWN SECRETARY

THE STATE OF TEXAS   §

COUNTY OF DENTON   §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY TAX  
ASSESSMENT AND COLLECTION BETWEEN DENTON COUNTY, TEXAS  
AND  
CITY/TOWN OF LAKEWOOD VILLAGE, 100 Highridge Drive, Lakewood Village, TX 75068, TEXAS**

**INTERLOCAL COOPERATION AGREEMENT –TAX COLLECTION**

**THIS AGREEMENT** is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and **CITY/TOWN OF LAKEWOOD VILLAGE, 100 Highridge Drive, Lakewood Village, TX 75068**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

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

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

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

## I.

The effective date of this Agreement shall be October 1, 2019. The initial term of this Agreement shall be for a period of one year commencing October 1, 2019 and ending September 30, 2020. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **MUNICIPALITY** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. During the initial term of this Agreement, the term "tax year" means tax year 2018 and the term "collection year" means 2019. During each subsequent renewal term, the term "tax year" means the year following the previous term's "tax year", and the term "collection\_year" means the year following the previous term's "collection year." For example, during the first renewal term of this Agreement (October 1, 2020 – September 30, 2021), the term "tax year" means tax year 2019 and the term "collection year" means 2020, during the second renewal term of this Agreement (October 1, 2021 – September 30, 2022), the term "tax year" means tax year 2020 and the term "collection year" means 2021, and so on.

## II.

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

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

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

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY**, however all calculations will be performed using only the Texas State Comptroller's "Truth In Taxation" formulas, and that such calculation will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the



Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A Tax Code. **MUNICIPALITY** shall notify tax assessor-collector no later than July 25<sup>th</sup> of the collection year that **MUNICIPALITY** wishes publication of forms or notices specified in this section. It is understood and agreed to by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY's** billing address to the newspaper publishing the effective and rollback tax rates. In the event **MUNICIPALITY** requires early calculation based on certified estimate values, **MUNICIPALITY** must notify **COUNTY** no later than May 20<sup>th</sup> of the collection year that **MUNICIPALITY** wishes publication of forms or notices specified in this section

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code, if **MUNICIPALITY** requests such no less than 7 days in advance of the intended publication date. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY**, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes. **COUNTY** will submit to **MUNICIPALITY** approval forms of the tax rate calculation and required notices. **MUNICIPALITY** must return executed approval forms to tax assessor/collector before notices may be appropriately submitted to the appraisal **MUNICIPALITY**, newspapers, etc. as required by law.

5. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of the **MUNICIPALITY**. Should **MUNICIPALITY** roll back the tax rate as a result of Tax Rate Rollback Election, the required publication of notices shall be the responsibility of **MUNICIPALITY**.

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

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

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

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

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes that are not paid by January 31<sup>st</sup> of the collection year.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30<sup>th</sup> of the collection year. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as “MO”), and Interest and Sinking (hereinafter referred to as “IS”) collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

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

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

### III.

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

subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

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

V.

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

VI.

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

## VII.

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

1. The current tax statements will be mailed by October 10<sup>th</sup> of the tax year or as soon thereafter as practical. Pursuant to Texas Property Tax Code §26.05(a), the **MUNICIPALITY** must adopt its tax year tax rate before the later of the applicable dates set forth therein. In order to expedite mailing of tax statements, **MUNICIPALITY** shall adopt and then deliver its adopted tax rate to **COUNTY** no later than said adoption deadline. Failure by **MUNICIPALITY** to adopt and then deliver the adopted tax rate to **COUNTY** by the adoption deadline set forth in §26.05(a) may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28<sup>th</sup> of the collection year. During the initial term of this Agreement, the fee for this service will be \$1.00 per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Paragraph 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the rate charged during the preceding term will apply.

2. At least 30 days, but no more than 60 days prior to April 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

3. At least 30 days, but no more than 60 days prior to July 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

4. For accounts that become delinquent on or after June 1<sup>st</sup> of the collection year, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

5. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will, pursuant to Property Tax Code Section 26.07(f), mail corrected statements to the owner of each property. The fee for this service will be the same per statement rate described in Paragraph 2 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

6. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31<sup>st</sup> of the tax year, deduct from current collections of **MUNICIPALITY** the "Total Cost" of providing all services described in paragraphs 1-5 above. This "Total Cost"

includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in paragraphs 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **MUNICIPALITY's** preceding tax year Tax Roll on September 30<sup>th</sup> of the tax year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Paragraph 7 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the per parcel rate charged during the preceding term will apply.

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

7. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing tax collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval of the collection rate for each tax year, **COUNTY** will, at least sixty (60) days prior to the

expiration date of the then-current term of this Agreement, provide **MUNICIPALITY** with written notice of that rate.

## **VIII.**

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

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

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

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

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



**IX.**

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

**X.**

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

**XI.**

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

**COUNTY:**

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

**MUNICIPALITY:**

<b>LAKEWOOD VILLAGE, 100 Highridge Drive, Lakewood Village, TX 75068</b>

XII.

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

XIII.

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

XIV.

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

Executed in duplicate originals this, \_\_\_\_\_ day of \_\_\_\_\_  
2019.

**COUNTY**

Denton County Texas  
110 West Hickory  
Denton, Texas 76201

**MUNICIPALITY**

LAKEWOOD VILLAGE, 100 Highridge Drive, Lakewood Village

BY: \_\_\_\_\_  
Honorable Andy Eads  
County Judge

BY: \_\_\_\_\_  
Name: Dr. Mark E. Vargus  
Title: Mayor

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

BY: \_\_\_\_\_  
Name: Linda Asbell, TRMC, CMC  
Title: Town Administrator/Town Secretary

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle French  
Denton County  
Tax Assessor/Collector

\_\_\_\_\_  
Assistant District Attorney

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY TAX  
ASSESSMENT AND COLLECTION BETWEEN DENTON COUNTY, TEXAS  
AND  
CITY/TOWN OF LAKEWOOD VILLAGE, 100 Highridge Drive, Lakewood Village, TX 75068, TEXAS**

**INTERLOCAL COOPERATION AGREEMENT –TAX COLLECTION**

**THIS AGREEMENT** is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and **CITY/TOWN OF** LAKEWOOD VILLAGE, 100 Highridge Drive, Lakewood Village, TX 75068, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

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

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

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

## I.

The effective date of this Agreement shall be October 1, 2019. The initial term of this Agreement shall be for a period of one year commencing October 1, 2019 and ending September 30, 2020. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **MUNICIPALITY** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. During the initial term of this Agreement, the term "tax year" means tax year 2018 and the term "collection year" means 2019. During each subsequent renewal term, the term "tax year" means the year following the previous term's "tax year", and the term "collection year" means the year following the previous term's "collection year." For example, during the first renewal term of this Agreement (October 1, 2020 – September 30, 2021), the term "tax year" means tax year 2019 and the term "collection year" means 2020, during the second renewal term of this Agreement (October 1, 2021 – September 30, 2022), the term "tax year" means tax year 2020 and the term "collection year" means 2021, and so on.

## II.

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

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

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

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY**, however all calculations will be performed using only the Texas State Comptroller's "Truth In Taxation" formulas, and that such calculation will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the

Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A Tax Code. **MUNICIPALITY** shall notify tax assessor-collector no later than July 25<sup>th</sup> of the collection year that **MUNICIPALITY** wishes publication of forms or notices specified in this section. It is understood and agreed to by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY's** billing address to the newspaper publishing the effective and rollback tax rates. In the event **MUNICIPALITY** requires early calculation based on certified estimate values, **MUNICIPALITY** must notify **COUNTY** no later than May 20<sup>th</sup> of the collection year that **MUNICIPALITY** wishes publication of forms or notices specified in this section

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code, if **MUNICIPALITY** requests such no less than 7 days in advance of the intended publication date. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY**, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes. **COUNTY** will submit to **MUNICIPALITY** approval forms of the tax rate calculation and required notices. **MUNICIPALITY** must return executed approval forms to tax assessor/collector before notices may be appropriately submitted to the appraisal **MUNICIPALITY**, newspapers, etc. as required by law.

5. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of the **MUNICIPALITY**. Should **MUNICIPALITY** roll back the tax rate as a result of Tax Rate Rollback Election, the required publication of notices shall be the responsibility of **MUNICIPALITY**.

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

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

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

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



10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes that are not paid by January 31<sup>st</sup> of the collection year.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30<sup>th</sup> of the collection year. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as "MO"), and Interest and Sinking (hereinafter referred to as "IS") collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

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### III.

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

subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

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

V.

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

VI.

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

## VII.

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

1. The current tax statements will be mailed by October 10<sup>th</sup> of the tax year or as soon thereafter as practical. Pursuant to Texas Property Tax Code §26.05(a), the **MUNICIPALITY** must adopt its tax year tax rate before the later of the applicable dates set forth therein. In order to expedite mailing of tax statements, **MUNICIPALITY** shall adopt and then deliver its adopted tax rate to **COUNTY** no later than said adoption deadline. Failure by **MUNICIPALITY** to adopt and then deliver the adopted tax rate to **COUNTY** by the adoption deadline set forth in §26.05(a) may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28<sup>th</sup> of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Paragraph 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the rate charged during the preceding term will apply.

2. At least 30 days, but no more than 60 days prior to April 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

3. At least 30 days, but no more than 60 days prior to July 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

4. For accounts that become delinquent on or after June 1<sup>st</sup> of the collection year, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

5. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will, pursuant to Property Tax Code Section 26.07(f), mail corrected statements to the owner of each property. The fee for this service will be the same per statement rate described in Paragraph 2 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

6. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31<sup>st</sup> of the tax year, deduct from current collections of **MUNICIPALITY** the "Total Cost" of providing all services described in paragraphs 1-5 above. This "Total Cost"

includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in paragraphs 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **MUNICIPALITY's** preceding tax year Tax Roll on September 30<sup>th</sup> of the tax year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Paragraph 7 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the per parcel rate charged during the preceding term will apply.

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

7. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing tax collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval of the collection rate for each tax year, **COUNTY** will, at least sixty (60) days prior to the

expiration date of the then-current term of this Agreement, provide **MUNICIPALITY** with written notice of that rate.

## VIII.

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

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

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

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

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

**IX.**

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

**X.**

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

**XI.**

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

**COUNTY:**

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

**MUNICIPALITY:**

<b>LAKEWOOD VILLAGE, 100 Highridge Drive, Lakewood Village, TX 75068</b>

XII.

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

XIII.

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

XIV.

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

Executed in duplicate originals this, \_\_\_\_\_ day of \_\_\_\_\_  
2019.



**COUNTY**

Denton County Texas  
110 West Hickory  
Denton, Texas 76201

**MUNICIPALITY**

LAKEWOOD VILLAGE, 100 Highridge Drive, Lakewood Village

BY: \_\_\_\_\_  
Honorable Andy Eads  
County Judge

BY: \_\_\_\_\_  
Name: Dr. Mark E. Vargus  
Title: Mayor

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

BY: \_\_\_\_\_  
Name: Linda Asbell, TRMC, CMC  
Title: Town Administrator/Town Secretary

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michelle French  
Denton County  
Tax Assessor/Collector

\_\_\_\_\_  
Assistant District Attorney

## Sue Rosson Tejml

[stejml@aol.com](mailto:stejml@aol.com) Cell: 940-368-1085  
835 Orchid Hill Lane, Argyle-Copper Canyon, TX 76226-4526  
Photo: March 2019, photographer Bill Castleman



**PERSONAL:** Native Texan; Copper Canyon resident 28 years  
Married to Emil Tejml 50 years plus (engineer & attorney)  
(In case you wondered, his Czech name is pronounced **TAY** mull.)  
Three adult children, seven grandchildren  
With corporate moves, we have lived in 4 states, 6 Texas cities, worked abroad  
**Stay-at-home mother, until I became an attorney at age 40.**

**EDUCATION:** University of Texas at Austin (B.A. History)  
Texas A&M University at Kingsville (M.A. History)  
Rice University (full scholarship for PhD History, lack dissertation for degree)  
**New York University Law School: 2 years, Top 10 American Law Schools)**  
University of Houston Law School (LL.B.)

**MAYOR:** Town of Copper Canyon for 14 years; re-elected unopposed 7<sup>th</sup> term 2017-2019

**2004 Master Plan: Maintained Rural Feeling of Town north of FM 407 Town Center!**  
**MINIMUM ONE ACRE home lots 15 years! 42% Town is Ag Exempt with fields, trees!**

**“What’s Happening in Copper Canyon”** For 14 years I have personally written this  
Monthly mayor’s column in the *Cross Timbers Gazette*, a local newspaper with 47,000  
circulation. (Second in circulation in Denton County only to the *Dallas Morning News*.)  
My attempt to keep residents informed of events in our Town and subjects of general interest  
in our area – roads, water, gas well drilling, etc. **Transparency** is always my primary goal!

**Argyle Volunteer Fire District Board** (Served 14 years, 2005 to present)

**Denton County Emergency Services District #1** Our small town’s dilemma was inability to  
adequately fund emergency services. The Founding Committee’s task was to educate residents  
on the benefits of an ESD. The ESD would collectively provide fire and emergency medical  
services to the towns of Argyle, Bartonville, Copper Canyon, Corral City, Northlake, and  
FWSD #6 and #7 in Lantana. But a specific property tax would be needed to fund it. ESD#1  
was created in 2006 by a **62% positive vote in a district-wide election over 65 square miles.**

### **Neighborhood Watch and Crime Prevention**

Copper Canyon does not have a police department. Resident Block Captains were recruited for  
each street in town. Our Town Council contracted with Denton County Sheriff for Deputies  
dedicated to Copper Canyon. Every shift the Deputies drive each street in Copper Canyon and  
provide Rush Hour Traffic Patrol. **Result is virtually crime free community for past decade!**

**Dallas Morning News: Copper Canyon one of 10 Best Communities in DFW Metroplex!**  
**Spring 2016. Town rated #6 for safety – a prime concern for all individuals and families!**

**Maintained Same Low Tax Rate for Last 6 Years:** .297505 includes road bond. Under spend budget each fiscal year. Roll budget surplus into Road Fund or Crime Prevention Fund.

**2009 Road Taskforce:** One person from almost every road in Town. **Town wide election** approves \$2.5 million bond to rebuild 90% of 25-35 year old asphalt interior residential roads. **Standard & Poors rating AA- (now AA+.) County funds \$14 million to rebuild perimeter commuter roads in concrete: Copper Canyon Rd, Orchid Hill Ln, Chinn Chapel Rd**

**Drafting Committee: “Best Practices for Municipalities and Gas Pipelines” 2010**

A collaborative effort of Mayors, Denton County Commissioners, and Texas Pipeline Association. Goal was to **expedite safe pipeline construction**, but with a **minimal impact** on landowners, local businesses, and future development plans of each city.

**Initiated Annual Denton County Mayors Crime Luncheon: 7 years (2012-2019)**

Goal was to coordinate information on area crime between the Mayors, their Police Chiefs, Denton County Sheriff's Office, Commissioners Court, Legislative representatives, Congressman **Michael Burgess**. CoServ Co-Sponsors this annual event with food & financial funds!

**DENCO 911: Vice Chair Board of Managers, 6 years (2013-2019.)** Elected 3 terms by major majority of 32 Denton County city members. Personally update 8 city councils each year on 911. NENA - National Emergency Number Association: Attended 5 Texas & 5 National Conferences.

**LEGAL: Solo Attorney 15 years:** General Civil Practice - municipal, family law, oil & gas  
Matagorda County Bar Association - President,  
State Bar - CLE Committee, District 5 Admissions, Bar Foundation Life Member

**FAMILY LAW: State Bar Board Certified in Family Law (10 years)**

Texas Supreme Court: Committees on Child Support Guidelines and  
on Child Visitation Guidelines

**MUNICIPAL: Bay City, Texas: City Attorney (6 years)** Population approx. 18- 20,000  
Municipal Prosecutor & Legal Advisor to Police Department  
Home Rule Charter: City wide elected Public Office, Co-Chairman

**VOLUNTEER: CASA - Court Appointed Special Advocate for Abused Children**  
Denton County Children's Advocacy Center - Gave \$10,000 for new Office

**INTERESTS: Home Design:** Designed 5 of our family homes, including in Copper Canyon  
**Misc.:** Computer, cooking, dollhouse miniatures, hunting, organic gardening  
**Read:** Biography, history, current global events, 1800's British romance novels

**Selected for Eisenhower “People to People Ambassador”** – Texas Representative to China's  
Department of Justice one-month tour for 50 USA American women attorneys & judges.

**Visited for a week to month each:** Alaska, Australia, Bermuda, Beirut, Canada, China, Czech Rep., England, France, Germany, Greece, Hawaii, Ireland, Italy, Japan, Mexico, Romania, Russia, Saudi Arabia, Scotland, Singapore, South Korea, Switzerland, Tahiti, Turkey, Venezuela, Wales.

**THE TOWN OF LAKEWOOD VILLAGE, TEXAS**

**RESOLUTION NO. 19-XX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS FOR THE APPOINTMENT OF ONE MEMBER TO THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT.**

**WHEREAS**, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

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

**Section 1.** The Town Council of the Town of Lakewood Village, Texas, hereby votes to appoint \_\_\_\_\_ as a member of the Board of Managers of the Denco Area 9-1-1 District; and

**Section 2.** This resolution shall become effective from and after the date of its passage by the Town Council.

PASSED, APPROVED, AND RESOLVED this 15<sup>th</sup> day of August 2019.

APPROVED:

\_\_\_\_\_  
Dr. Mark E. Vargus,  
Mayor

ATTEST:

\_\_\_\_\_  
Linda Asbell, TRMC, CMC  
Town Secretary





## BUILDING DEPARTMENT

# PROJECT PERMIT

100 Highridge Drive  
Lakewood Village, TX 75068  
(972) 294-5555 Office (972) 292-0812 Fax  
[linda@lakewoodvillagetx.us](mailto:linda@lakewoodvillagetx.us)

REVISED: 10/09/2014

### PERMIT TYPE

☐ MECHANICAL ☐ ELECTRICAL ☐ PLUMBING ☐ IRRIGATION ☐ FLATWORK ☐ FENCE ☐ STRUCTURE ☒ Grading

### PROPERTY OWNER INFORMATION

Property Owner

BWC Properties LTD

Notes

Property Owner Address

474 Peninsula  
Lakewood, Village

### CONTRACTOR INFORMATION

Contact Name

Brad Cook

Business Address

PO Box 261400  
Plano, TX 75026

Business Name

Registered with Town? ☐ Yes

BWC Properties LTD

Office Number

Mobile Number

972-401-2665 214-801-2130

### DESCRIPTION OF WORK

Class of Work: ☒ New ☐ Addition ☐ Alteration ☐ Repair

### NOTICE

This permit shall become null and void if work or construction authorized is not commenced within 180 days, or if work or construction is suspended or abandoned for a period of one hundred eighty (180) days at any time work is commenced.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions and laws and ordinances governing this type of work will be complied with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or performance of construction.

Signature

Ben W. Cook President

Date

4-12-19

### TOWN USE ONLY

Permit Expiration

10/14/19

Date Paid

4/16/19

☒ Check # ☐ Money Order

# 10088

Fee

75.00

PENINSULA  
DRIVE  
CONCRETE PAVED

SITE BENCH MARK  
CUT "X" IN CONC.  
ELEV. 546.19

SITE BENCH MARK  
CUT "X" IN CONC  
ELEV. 546.19

- Rdp Rap Entry

Silt Fence



scale: 1"=200'

133



**R105.1 Required**

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the *building official* and obtain the required *permit*.

**R105.2 Work Exempt from Permit**

*Permits* shall not be required for the following. Exemption from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this *jurisdiction*.

**Building**

- 1) One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed ~~200~~ 250 square feet (~~18.8m<sup>2</sup>~~) (23.23 m<sup>2</sup>).
- ~~2) Fences not over 7 feet (2134 mm) high.~~
- 3) Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
- 4) Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (19 927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
- ~~5) Sidewalks and driveways.~~
- 6) Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- 7) Prefabricated swimming pools installed entirely above ground that are less than 24 inches (610 mm) deep and do not exceed 5,000 gallons.
- 8) Swings and other playground equipment.
- 9) Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
- 10) Decks not exceeding 200 square feet (18.58 m<sup>2</sup>) in area, that are not more than 30 inches (762 mm) above *grade* at any point, are not attached to a *dwelling* and do not serve the exit door required by Section R311.4.
- 11) Temporary motion picture, television and theater stage sets and scenery.
- 12) Shade cloth structures not exceeding 250 square feet.
- 13) Non-fixed and moveable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.
- 14) Repairs to existing flatwork or new flatwork of area less than 50 square feet (23.23 m<sup>2</sup>).



June 14, 2019

Brad Cook  
3080 Ida Drive  
Frisco, TX 75033-2107

RE: Violation: Working without a permit, installing two retaining walls without approval.  
Location: Lot 19, Block A, 474 Peninsula, Lakewood Village, TX

On your property, 474 Peninsula, lot 19, block A of Lakewood Village, two concrete retaining walls were constructed without a permit. This action is in violation of Chapter 1, Section R105.1 of Lakewood Village Residential Code, Ordinance 16-11. You are hereby notified that you are in violation of town ordinances and requirements of the International Residential Code. Both retaining wall shall be removed. A completed and approved permit shall be obtained for demolition. You have the right to appeal this decision. Appeals should be filed with the Town Secretary.

Per Section 106.3, 2012 International Residential Codes, Prosecution of violation, any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action shall be charged against the real estate upon which the structure is located and a lien shall be placed upon such real estate.

Town Ordinance 16-11 requires a permit to perform work. If you fail to obtain a permit for the demolition and fail to remove the retaining walls you could be charged with violation of Municipal Ordinance and be required to appear before the Judge where you could be fined up to an additional \$2,000 for each occurrence of violation.

Please contact Town Hall at 972-294-5555 if you have any questions.

Sincerely,

Steve Freeman  
Building Official

**Steve Freeman, Building Official**  
*inspections@lakewoodvillagetx.us*  
100 Highridge Drive, Lakewood Village, Texas 75068  
972-294-5555, 972-292-0812 fax  
*www.lakewoodvillagetx.us*



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Brad Cook  
3080 Ida Drive  
Frisco, Tx 75033



9590 9402 3445 7275 2522 48

## 2. Article Number (Transfer from service label)

7014 0150 0001 4309 4436

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

x *Bradley W Cook*

- ☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

*Bradley W Cook*

## C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail

sured Mail Restricted Delivery  
ver \$500)

- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☒ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

USPS TRACKING #



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

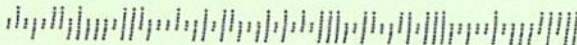
9590 9402 3445 7275 2522 48

United States  
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•



100 Highridge Drive  
Lakewood Village,  
TX 75068



**ACKELS & ACKELS, L.L.P.**  
ATTORNEYS AND COUNSELORS AT LAW  
A REGISTERED LIMITED LIABILITY PARTNERSHIP OF INDIVIDUAL PRACTITIONERS  
3030 LBJ FREEWAY  
SUITE 1550  
DALLAS, TEXAS 75234  
[www.ackelslaw.com](http://www.ackelslaw.com)

TELEPHONE  
(214) 267-8600

TELECOPIER  
(214) 267-8605

June 21, 2019

Via email: [linda@lakewoodvillagetx.us](mailto:linda@lakewoodvillagetx.us)

Linda Asbell, TRMC, CMC  
Town Administrator/Town Secretary  
Lakewood Village, TX

Re: Appeal from June 14, 2019 decision advising of an alleged violation of City  
Code/Ordinance - Lot 19 Block A, 474 Peninsula, Lakewood Village, TX

Dear Ms. Asbell:

Thank you for providing us with the process for appealing the decision referenced above. We represent BWC Properties LTD and BWC Capital Interest, LLC its General Partner and Bradley W. Cook its registered Agent in this matter (collectively, "Appellants"). Mr. Cook received the attached letter from Steve Freeman, Building Official, City of Lakewood Village, TX. Below is the substance of our appeal:

1. Name, address, and telephone number of the Appellants:  
  
BWC Properties, LTD  
BWC Capital Interest, LLC  
c/o Joseph E. Ackels, Sr., Attorney  
3030 LBJ Fwy., Suite 1550  
Dallas, TX 75234  
(214) 267-8600
2. Name of the applicant and relationship to Appellants, if the Appellants are not the applicant: N/A
3. The decision being appealed: The decision contained in Mr. Freeman's June 14, 2019 letter, attached.

4. The date of the decision: June 14, 2019.
5. A description of the Appellants' status as an interested party:

Appellants installed the landscaping walls upon clarification and directive of:

Consultant-Builder Flip Ventures, Chuck Flippin  
Cook Concrete, Mark Cook Project Manager  
Linda Asbell, TRMC, CMC  
Town Administrator/Town Secretary  
Lakewood Village, TX

6. The reasons the Appellants believe the decision of the Building Official should be changed:

Appellants have been working with the City in a partnership relationship since purchasing the property. The City had informed Mr. Cook on several occasions that the property was an eye sore and would appreciate Mr. Cook purchasing the property and cleaning it up to build a new home there. BWC purchased the property. BWC went ahead and pulled a demo permit and spent monies to demo the property even though it had not had time to prepare plans and financing for such work. The City was very appreciative and had a specific request of BWC, that during demolition and disconnection of the sewer line, be allowed onsite and camera test the sewer line for review of proper drainage flow in its main line. BWC was ok with that, did not give written notice to allow the City to work onsite as the City did not imply written or formal requests or required forms completed were necessary for either party. BWC had only 1 request in return and that was to get a copy of the sewer elevations and camera test information and verification of proper flow. To date BWC is waiting on that information.

Appellant BWC pulled a grading permit, has been working with the City in a partnership relationship to that permit that was approved and allowed to occur. BWC and the City agreed to allow BWC to dump clean soils on a city site at the City chosen destination for the clean fill. The City was made aware of what appeared to be unknown debris in the lot area that was not readily know or recorded by the City. The city understood it was necessary to clean the soils onsite before departing and that BWC would have to spend extra monies and additional labor onsite to handle the unknown concrete materials imbedded in the soils, clean the soils and haul the materials. No cost of this process was discussed. During the grading process under the direction of the City representatives went to the City's offices and asked whether a permit was necessary to install the walls in question.

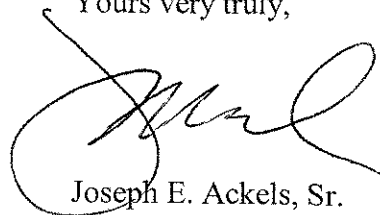
The answer he received was a definitive "no as long as any wall is 4' or under in height ." That is why no permit was obtained prior to the installation. Further, The City Code and relevant ordinances do not require permits for this type of landscaping wall.

Appellants request:

1. The right to present evidence in their favor and to cross examine any witness against them.
2. Appellants request a copy of the Appellate Rules of Procedure promulgated by the City for this Appeal (which are required to have been promulgated by City Code and/or applicable ordinance.
3. Appellants request an oral hearing on this appeal.

Thank you for your assistance.

Yours very truly,

A handwritten signature in black ink, appearing to read "J. Ackels", is written over a circular stamp or seal.

Joseph E. Ackels, Sr.

JEASR/sr  
Enclosure



June 14, 2019

Brad Cook  
3080 Ida Drive  
Frisco, TX 75033-2107

RE: Violation: Working without a permit, installing two retaining walls without approval.  
Location: Lot 19, Block A, 474 Peninsula, Lakewood Village, TX

On your property, 474 Peninsula, lot 19, block A of Lakewood Village, two concrete retaining walls were constructed without a permit. This action is in violation of Chapter 1, Section R105.1 of Lakewood Village Residential Code, Ordinance 16-11. You are hereby notified that you are in violation of town ordinances and requirements of the International Residential Code. Both retaining wall shall be removed. A completed and approved permit shall be obtained for demolition. You have the right to appeal this decision. Appeals should be filed with the Town Secretary.

Per Section 106.3, 2012 International Residential Codes, Prosecution of violation, any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action shall be charged against the real estate upon which the structure is located and a lien shall be placed upon such real estate.

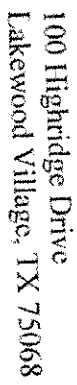
Town Ordinance 16-11 requires a permit to perform work. If you fail to obtain a permit for the demolition and fail to remove the retaining walls you could be charged with violation of Municipal Ordinance and be required to appear before the Judge where you could be fined up to an additional \$2,000 for each occurrence of violation.

Please contact Town Hall at 972-294-5555 if you have any questions.

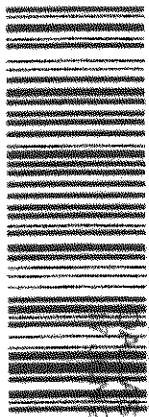
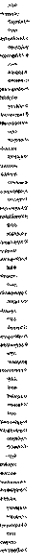
Sincerely,

Steve Freeman  
Building Official

**Steve Freeman, Building Official**  
*inspections@lakewoodvillagetx.us*  
100 Highridge Drive, Lakewood Village, Texas 75068  
972-294-5555, 972-292-0812 fax  
*www.lakewoodvillagetx.us*



Brad Cook  
3080 Ida Drive  
Frisco, TX 75033



NO. 1161161  
EX. 1750



1000



75033

U.S. POSTAGE PAID  
FCM LETTER  
LEWISVILLE, TX  
75067  
JUN 17 19  
AMOUNT  
\$6.85  
R2304E104733.5



**TOWN OF LAKEWOOD VILLAGE  
ZONING AND BUILDING REGULATION  
AMENDMENTS IMPLEMENTING HB 2439  
ORDINANCE 19-XX**

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, ENACTING AMENDMENTS TO THE TOWN'S ZONING ORDINANCE AND BUILDING CODE REGULATIONS; PROVIDING FOR COMPLIANCE WITH NEW STATE LAWS AFFECTING MATERIALS USED IN THE CONSTRUCTION OR RENOVATION OF RESIDENTIAL AND COMMERCIAL BUILDINGS, RULES AND PROCEEDINGS BEFORE THE ZONING BOARD OF ADJUSTMENT; PROVIDING FOR APPEALS; PROVIDING RELATED DIRECTIVES TO THE TOWN MANAGER; PROVIDING A CONFLICT/SAVINGS CLAUSE; AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the 2019 Legislature enacted HB 2439, prohibiting municipal regulation of materials used for construction and renovation of residential and commercial buildings in certain instances and subject to certain exceptions; and

WHEREAS, HB 2439 affects both the enactment of new regulations and the enforcement of existing regulations pertaining to materials for construction or alteration of residential and commercial buildings; and

WHEREAS, HB 2439 was signed by the Governor on June 14, 2019 and has an effective date of September 1, 2019; and

WHEREAS, the Town Council finds that Town regulations prescribing the types of materials, products or aesthetic methods used for the construction or alteration of residential and commercial buildings are essential for preserving the public health and safety of its citizens and substantially further the economic development and general welfare of the Town; and

WHEREAS, the exemptions to the provisions of HB 2439 hereinafter provided by this Ordinance are in accordance with the purpose and content of such law; and

WHEREAS, there is insufficient time before HB 2439 takes effect to amend specific provisions of the Town's zoning and building regulations that may conflict with the provisions of HB 2439; and

WHEREAS, it is the intent of this Ordinance to supersede enforcement of regulations prescribing the types of materials, products or aesthetic methods used for construction or renovation of residential and commercial buildings, in so far as they conflict with HB 2439; and



WHEREAS, it is the further intent of this Ordinance to provide procedures for appealing decisions of officials in the enforcement of regulations prescribing the types of materials, products and aesthetic methods used for construction or renovation of residential and commercial buildings; and

WHEREAS, it is the further intent of this Ordinance to provide information to citizens of the Town of Lakewood Village, Texas, that are affected by HB 2439 concerning the prohibitions and limitations on enactment and enforcement of zoning and building regulations prescribing the types of materials, products and aesthetic methods used for construction or renovation of residential and commercial buildings; and

WHEREAS, the 2019 Legislature enacted HB 2497, which requires amendments to procedures applicable to the rules of and appellate procedures before the Zoning Board of Adjustment; and

WHEREAS, HB 2497 was signed by the Governor on June 10, 2019 and has an effective date of September 1, 2019; and

WHEREAS, it is the intent of the Town Council of the Town of Lakewood Village, Texas (“Town”), to fully comply with the provisions of HB 2439 and HB 2497, while maximizing the public health, safety and general welfare of its citizens; and

WHEREAS, it is the further intent of this Ordinance to amend provisions of the Town’s Zoning Ordinance in order to implement such changes; and

WHEREAS, the Town has given notice of the amendments to the zoning and building regulations contained in this Ordinance in accordance with all provisions of state law and the Town’s ordinances; and

WHEREAS, a public hearing on the provisions of this Ordinance before the Town Council was conducted on August 8, 2019, and August 15, 2019; and

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

Section 1: Incorporation of Recitals. The foregoing recitals hereby are incorporated by reference and made a part hereof as if fully set forth.

Section 2. Definitions. The following definitions apply to the provisions of this ordinance:

(a) “National model code” means a publication that is developed, promulgated, and periodically updated at a national level by organizations consisting of industry and government fire and building safety officials through a legislative or consensus process and that is intended for consideration by units of government as local law. “National model code” includes the International Residential Code, the National Electrical Code and the International Building Code.

(b) “Residential building” means a building having the character of a one-family or two-family dwelling or a multiple single-family dwelling that is not more than three stories high with separate means of egress, including the accessory structures of the dwelling and that does not have the character of a facility used for the accommodation of transient guests or a structure in which medical, rehabilitative, or assisted living services are provided in connection with the occupancy of the structure.

(c) “Commercial building” means a building for the use or occupation of people for a public purpose or economic gain, or a residence if the building is a multi-family residence that is not defined as a residential building.

(d) “Building Code” means any of the following adopted by the Town, as amended: the International Residential Code, the National Electrical Code; the International Building Code; the International Plumbing Code, the International Fire Code, the International Fuel Gas Code, the International Energy Conservation Code, the International Electrical Code; and the International Mechanical Code.

### Section 3. Prohibitions on Enforcement.

(a) Notwithstanding any other provision contained in the Town’s ordinances, regulations or rules to the contrary, an official responsible for enforcement of the Town’s Zoning Ordinance or Building Codes, as designated by Town ordinance or other authorization of the Town, shall not:

(1) prohibit or limit, directly or indirectly, the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building if the building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building; or

(2) enforce a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building if the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.

(b) An applicant who proposes to use a building material, product or aesthetic method in the construction or alteration of a residential or commercial building that is prohibited or limited by the Town's adopted Zoning Ordinance or building codes, as amended, or that is less stringent than the standard established by such Ordinance or building codes, as amended, shall identify each provision in a national model code published within the last three code cycles that approves the use of such building material, product or aesthetic method, as a necessary requirement of the application.

(c) An applicant may agree in writing to employ a building material, product or aesthetic method for use in the construction or alteration of a residential or commercial building that otherwise cannot be enforced under subsection (a).

Section 4. Exemptions for ordinances, requirements and programs. The prohibitions in Section 3 do not apply to the following ordinances, requirements or programs of the Town or State, and the officials responsible for enforcement of the Town's Zoning Ordinance and Building Codes, as designated by town ordinance or other authorization of the Town, shall apply all regulations and standards prescribed by such enactments, requirements or programs, whether such ordinances, requirements or programs existing or hereafter adopted or established, to the fullest extent therein provided:

(a) a local amendment of a building code to conform to local concerns if the amendment does not conflict with Sections 3(a) or (b);

(b) a program established by a state agency that requires particular standards, incentives, or financing arrangements in order to comply with requirements of a state or federal funding source or housing program;

(c) a requirement for a building necessary to consider the building eligible for windstorm and hail insurance coverage under Chapter 2210, Texas Insurance Code;

(d) an ordinance or other regulation that regulates outdoor lighting that is adopted for the purpose of reducing light pollution and that: (1) is adopted by a governmental entity that is certified as a Dark Sky Community by the International Dark-Sky Association as part of the International Dark Sky Places Program; or (2) applies to outdoor lighting within five miles of the boundary of a military base in which an active training program is conducted;

(e) an ordinance that regulates outdoor lighting and is adopted under Subchapter B, Chapter 229, Texas Local Government Code, or under Subchapter B, Chapter 240, Texas Local Government Code; or

(f) installation of a fire sprinkler protection system under Tex. Occupation Code, section 1301.551(i), or under Tex. Health and Safety Code, section 775.045(a)(1).

Section 5. Exemptions for Buildings. The prohibitions in Section 3 do not apply to the following buildings, and the officials responsible for enforcement of the Town's Zoning Ordinance and Building Codes, as designated by town ordinance or other authorization of the Town, shall apply all regulations and standards prescribed by those ordinances or codes to such buildings, whether such provisions are existing or hereafter adopted or established, to the fullest extent.

(a) a building located in a place or area designated for its historical, cultural, or architectural importance and significance by the Town which were adopted by the Town Council prior to April 1, 2019:

(b) a building located in a zoning district designated by the Town Council after April 1, 2019 for its historical, cultural, or architectural importance and significance by the Town, and for which the owner has voluntarily consented in writing to the application of the regulations or standards prohibited by Section 3, including the following zoning districts and any district that may hereafter be created by the Town Council for its historical, cultural, or architectural importance and significance;

(c) a building located in a place or area designated for its historical, cultural, or architectural importance and significance that a municipality may regulate under Section 211.003(b), Texas Local Government Code, if the municipality (1) is a certified local government under the National Historic Preservation Act (54 U.S.C. Section 300101 et seq.); or (2) has an applicable landmark ordinance that meets the requirements under the certified local government program as determined by the Texas Historical Commission;

(d) a building located in an area designated as a historic district on the National Register of Historic Places;

(e) a building designated as a Recorded Texas Historic Landmark;

(f) a building designated as a State Archeological Landmark or State Antiquities Landmark;

(g) a building listed on the National Register of Historic Places or designated as a landmark by a governmental entity;

(h) a building located in a World Heritage Buffer Zone; and

(i) a building located in an area designated for development, restoration, or preservation in a main street Town under the main street program established under Section 442.014, Texas Government Code.

Section 6. Appeal. An applicant, landowner or other aggrieved person may appeal the decision of an official responsible for enforcement of the Town's Zoning Ordinance or Building Codes, as designated by town ordinance or other authorization of the Town, applying a regulation or standard to the construction, renovation, maintenance, or other alteration of a residential or commercial building, which application is asserted to be prohibited by Section 3, in the following manner:

- (a) If the decision applies a requirement of a building code, to the Building Board of Appeals, or if there is no Building Board, to the Zoning Board of Adjustment; or
- (b) if the decision applies a requirement of the zoning ordinance, to the Zoning Board of Adjustment.

The appeal shall identify the provision or provisions which the appellant alleges to have been applied in violation of Section 3. The appeal shall be filed, processed and decided in the manner provided for appeals by the appellate entity herein designated.

Section 7. Amendments to Zoning Board of Adjustment Procedures. Notwithstanding any other provision contained in the Town's ordinances, regulations or rules to the contrary, the following provisions apply to the adoption of or amendment to rules of the Zoning Board of Adjustment and to appellate procedures before the Board.

- (a) Rules of the Zoning Board of Adjustment adopted or amended on or after September 1, 2019, must be approved by the Town Council.

- (b) Appeals to the Board from the decision of an administrative official made on or after September 1, 2019, shall be governed by the following rules:

- (1) an appeal of a decision by an administrative official that is not related to a specific application, address or project may be made by an aggrieved person or any officer, department, board, or bureau of the Town affected by the decision.

- (2) an appeal of a decision by an administrative official that is related to a specific application, address or project may be made by: the applicant; the owner or owner's representative of the property that is the subject of the decision; an aggrieved person who is the owner of property within 200 feet of the property that is the subject of the decision; or any officer, department, board, or bureau of the Town affected by the decision.

Section 8. Conflict/Savings Clause. In the event of a conflict between the provisions of this Ordinance and any other regulation or rule prescribed by charter, another ordinance, resolution or authorization of the Town, the provisions of this ordinance shall control. Notwithstanding the foregoing, all rights and remedies of the Town are expressly saved as to any and all complaints, actions, claims, or lawsuits, which have been initiated or have arisen under or pursuant to such conflicting Ordinance, or portion thereof, on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the conflicting Ordinance shall remain in full force and effect..

Section 9. Effective Date. This Ordinance shall take effect immediately upon its passage [or second reading [or other requirement prescribed by charter or ordinance]]. The applicability of an exemption specified by Sections 4 and 5 of this Ordinance that is hereafter adopted or established by ordinance shall take effect on the effective date of such ordinance.

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this the 15<sup>th</sup> day of August 2019.**

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Dr. Mark E. Vargus  
Mayor

**ATTESTED:**

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Linda Asbell, TRMC, CMC  
Town Secretary

**TOWN OF LAKEWOOD VILLAGE  
COMPLIANCE WITH HB 3167  
ORDINANCE 19-XX**

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS,  
ENACTING AMENDMENTS TO THE TOWN'S SUBDIVISION  
ORDINANCE; PROVIDING FOR COMPLIANCE WITH NEW STATE  
LEGISLATION AFFECTING PROCEDURES FOR APPROVING PLATS,  
REPLATS AND RELATED SITE PLANS; PROVIDING A CONFLICT  
CLAUSE; PROVIDING A SEVERANCE CLAUSE; AND SETTING AN  
EFFECTIVE DATE**

**WHEREAS**, the 2019 Legislature enacted HB 3167, revising procedures for approval of subdivision plat and related site plans, and HB 2497 affecting procedures for approval of replats; and

**WHEREAS**, HB 3167 and HB 2497 have an effective date of September 1, 2019; and

**WHEREAS**, it is the intent of the Town Council of the Town of Lakewood Village, Texas, to fully comply with the provisions of HB 3167 and HB 2497, while maximizing the public health, safety and general welfare of its citizens; and

**WHEREAS**, HB 3167 did not amend laws affecting procedures for approval of zoning-related plans, plans required for approval of building permits, or procedures for determining the completeness of subdivision applications; and

**WHEREAS**, there is insufficient time before HB 3167 and HB 2497 take effect to amend specific provisions of the Town's subdivision regulations that may conflict with the provisions of those laws; and

**WHEREAS**, the Town Council finds that it is necessary to change certain procedures in the subdivision ordinance to comply with HB 3167 and;

**WHEREAS**, the Town Council further finds that it is necessary to delegate certain responsibilities of the Planning and Zoning Commission under HB 3167 to administrative officials in order to assure compliance with the timelines in the statute, subject to a right of appeal to the Commission; and

**WHEREAS**, it is the intent of this Ordinance to supersede the procedures for approval of plats, replats and related site plans that conflict with the provisions of HB 3167 and HB 3314; and

**WHEREAS**, HB 3167 and HG 3314 contain identical language with respect to procedures for approval of replats; and

**WHEREAS**, the Town has given notice of the amendments to the subdivision regulations contained in this Ordinance in accordance with all provisions of state law, and the Town's ordinances; and

**WHEREAS**, public hearings on this Ordinance before the Town Council were convened on August 8, 2019 and August 15, 2019, at which testimony was taken, and the hearing was closed on the date of the same; and

**WHEREAS**, the Town Council finds that this Ordinance substantially advances the public health, safety and general welfare of the citizens of Lakewood Village, Texas;

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

**Section 1. Incorporation of Recitals.** The foregoing recitals hereby are incorporated by reference and made a part hereof as if fully set forth.

**Section 2. Definitions.** The following definitions apply to the provisions of this Ordinance:

(a) "Planning commission" means the town authority responsible for approving plats, and includes the term "planning and zoning commission," where the town has combined the functions of a zoning commission and a planning commission pursuant to Tex. Loc. Gov't Code section 211.007.

(b) "Plat" means a preliminary plat, general plan (including a master plan or plat), final plat, and replat.

(c) "Subdivision application" means a request for approval of a plat or subdivision plan required to initiate the division or development of land pursuant to Tex. Loc. Gov't Code Ch. 212, Subchs. A or B.

(d) "Subdivision plan" means a subdivision development plan, subdivision plan, subdivision construction plan, land development application, site development plan or site plan required for approval of a plat, which is authorized under Tex. Loc. Gov't Code Ch. 212, Subchs. A or B. A subdivision plan excludes a zoning plan.

(e) "Subdivision Ordinance" or "Subdivision Regulations" means Ord. No. 14-13, as amended, prior to the effective date of this Ordinance.



(f) “Zoning plan” means a concept plan, site plan or similar document required to determine compliance with land use regulations which are authorized under Tex. Loc. Gov’t Code, Ch. 211.

**Section 3. Applicability.**

(a) This Ordinance applies to the procedures for approval of plats and subdivision plans for the division or development of property pursuant to Tex. Loc. Gov’t Code Ch. 212, Subchs. A or B.

(b) This Ordinance does not apply to the procedures for approval of zoning plans or plans required to accompany applications for building permits.

(c) This Ordinance does not apply to any plat or subdivision plan filed before September 1, 2019.

**Section 4. Stages of Plat Approval.** Notwithstanding any other provision of the Subdivision Ordinance to the contrary, the stages of plat approval shall be as follows:

(a) Except for minor plats, replats and amending plats, all applications for plat approval shall consist of an application for preliminary plat approval, followed by an application for final plat approval. Applications for preliminary plat approval and final plat approval shall not be submitted nor processed simultaneously. Each plat application shall require the approval of the planning and zoning commission and the town council, as hereinafter provided.

(b) Any procedure in the Subdivision Ordinance that provides for a shorter time for approval of a plat application than that required for approval of a preliminary or final plat application is superseded by the procedures of this Ordinance.

(c) Except as hereinafter provided, any appeal from a planning commission decision on a plat to the town council is superseded by the procedures of this Ordinance.

(d) Procedures for review of an application for completeness authorized by the Subdivision Ordinance or to be undertaken pursuant to Tex. Loc. Gov’t Code sec 245.002(e) are superseded by the procedures in section 5 and 6 of this Ordinance, except as otherwise provided in section 7 of this Ordinance.

(e) A subdivision plan must be submitted for approval with an application for preliminary or final plat approval, unless approval of the subdivision plan is required prior to submittal of a plat application. Any procedure for approval of a subdivision plan before the commission or council approves or disapproves a plat application is superseded by the procedures of this Ordinance.

(f) Conditional approval of a preliminary plat application shall mean that each such condition must be satisfied prior to final plat approval. Such conditions are not subject to the procedures in Section 6 of this Ordinance.

(g) Because the technical requirements for submittal of a plat or subdivision plan application are essential for determining whether the application should be approved, conditionally approved, or disapproved, any deficiency in the submittal requirements for such application shall be grounds for disapproval of the application, unless the plat or subdivision plan application is to be reviewed under the alternative procedures in Section 7 of this Ordinance.

#### **Section 5. Procedures for Approval of Plats and Subdivision Plans.**

(a) Initial Approval by Commission. The planning commission shall approve, approve with conditions, or disapprove a preliminary plat, final plat or subdivision plan application within 30 days after the date the plat or subdivision plan application is filed. A plat or subdivision plan application is deemed approved by the commission unless it is conditionally approved or disapproved within that period in the manner provided in subsection (e).

(b) Initial Approval by Council. The Town Council shall approve, approve with conditions, or disapprove a preliminary plat, final plat or subdivision plan application within 30 days after the date the commission approves the plat or subdivision plan application. A plat or subdivision plan application is deemed approved by the town council unless it is conditionally approved or disapproved within that period in the manner provided in subsection and documented pursuant to subsection (e).

(c) Extension by Agreement. The applicant may request in writing and the planning commission or the town council, as the case may be, may approve the request for an extension of the time for plat or subdivision plan approval required by subsections (a) or (b) for a period not to exceed 30 days. The written request must be made within 15 days of the date the application is filed and approved by the commission or council prior to the time for a decision on the application required by subsections (a) or (b).

(d) Limitation on Submittals. Following the filing of the plat or subdivision plan application, the applicant may not submit additional materials in support of the application during the initial 30-day period during which the commission or the council must decide the application, unless the applicant withdraws the original application and submits a new application with the additional materials. If an extension is sought and granted under subsection (c), the applicant may submit additional materials in support of the application no later than 15 days from the date the commission or council is scheduled to review the application without filing a new application.

(e) Documentation for Conditional Approval or Disapproval. The planning commission or the town council, as the case may be, shall provide the applicant a written statement of the conditions for the conditional approval or reasons for disapproval that clearly articulates each specific condition for the conditional approval or reason for disapproval. Each condition or reason specified in the written statement must be directly related to the requirements of the

Subdivision Ordinance and include a citation to the applicable law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval. The conditions or reasons cannot be arbitrary.

**Section 6. Post-Decision Procedures.**

(a) Applicant's Response. After the conditional approval or disapproval of a plat or subdivision plan under section 5, the applicant may submit to the commission or the council, as the case may be, that conditionally approved or disapproved the plat or subdivision plan, a written response that satisfies each condition for the conditional approval or remedies each reason for disapproval provided. The commission or the council may not establish a deadline for an applicant to submit the response.

(b) Reply to Applicant's Response. The commission or council, as the case may be, that receives an applicant's response in accordance with subsection (a) shall determine whether to approve, conditionally approve or disapprove the applicant's previously conditionally approved or disapproved plat or subdivision plan not later than the 15th day after the date the response was submitted. The commission or council may further conditionally approve or disapprove the application for a specific condition or reason that is provided to the applicant in the manner prescribed in section 5(e) of this Ordinance. The commission or council must approve the plat or subdivision plan application if the response adequately addresses each condition of the conditional approval or each reason for the disapproval.

(c) Delegation to Administrative Official. The administrative official(s) designated by the Subdivision Ordinance for reviewing and evaluating plat and/or subdivision plan applications, or his delegee(s), hereby is delegated authority to reply to an applicant's response in the manner provided in section 5(e). The applicant may appeal the administrative official's decision within 15 days thereof to the planning commission or the town council, as the case may be, which shall hear the appeal at its next scheduled regular meeting. The applicant may also request a delay in the reply in order to have the response considered and decided by the planning commission or town council, as the case may be, at its next scheduled regular meeting.

(d) Failure to Timely Reply. If the response meets the criteria in subsection (a) and the administrative official, or the planning commission or town council, as the case may be, fails to act upon the response within the time provided in subsections (b) or (c), the plat or subdivision plan application shall be deemed approved.

(e) New Application Required. In the event that the administrative official, or the planning commission or town council, as the case may be, timely disapproves the plat or subdivision plan application, a new application shall be required.

**Section 7. Alternative Review Procedures.** In lieu of the procedures set forth in Sections 5 and 6, every applicant for approval of a plat or subdivision plat may elect in writing to follow the procedures in this section if the election is made at the time the application is first submitted for filing. Election under this section does not waive the procedures in sections 5 and 6 of this Ordinance, which shall commence as provided in subsection (c).

(a) Within 10 business days of the time the application is submitted for filing, the official(s) responsible for administering the Subdivision Ordinance or his designee shall make his determination whether the application meets the technical requirements for submittal. The official or his designee shall notify the applicant in writing not later than the 10<sup>th</sup> business day after the application is submitted whether the application is complete or incomplete. If the application is incomplete, the notice shall specify the documents or information that are necessary to complete the application and also shall state that the application is subject to expiration, as provided in subsection (b).

(b) Following the receipt of written notice, the applicant shall have 45 days from the time the application was submitted for filing to submit the necessary documents or information to render the application complete. If the applicant fails to do so, the application shall expire on the 45<sup>th</sup> day after the application was submitted for filing. An applicant may request a conference with the administrative official to assist in completing the application. If the application expires, the applicant may submit a new plat or subdivision plan application without prejudice. If the new application is submitted within 10 days after the expiration of the original application, review fees will be waived.

(c) The procedures for review of an application for plat or subdivision plan approval in sections 5 and 6 of the ordinance shall commence on one of the following dates:

(1) The date of the notice required by subsection (a) if the application is determined to be complete.

(2) The date the applicant submits documents or information necessary to complete the application within the 45-day period specified in subsection (b).

(3) The date the applicant submits a new application in the event the original application has expired.

**Section 8. Procedures for Approval of Replats.** Notwithstanding any other provision of the Subdivision Ordinance to the contrary, the procedures for replats hereby are amended as follows:

(a) A replat of a subdivision or part of a subdivision may be recorded and is controlling over the preceding plat without vacation of the plat if the replat is (1) signed and acknowledged by only the owner of the property being replatted, (2) is approved by the planning commission and (3) does not attempt to amend or remove any covenants or restrictions. A public hearing is not required before approval of the plat.

(b) A replat without vacation of the preceding plat must conform to the requirements of Tex. Loc. Gov't Code section 212.015(a), in addition to the provisions of section 212.014, as amended. If such replat requires a variance or exception, a public hearing must be held by the planning commission or the town council. If such replat does not require a variance or exception, the town shall, not later than the 15<sup>th</sup> day after the date the replat is approved, provide written notice by mail of the approval of the replat to each owner of a lot in the original subdivision

that is within 200 feet of the lots to be replatted according to the most recent municipal or country tax roll. The notice must include (1) the zoning designation of the property after the replat and (2) a telephone number and e-mail address an owner of a lot may use to contact the municipality about the replat. This requirement does not apply if the to a proposed replat if the town holds a public hearing and gives notice of the hearing pursuant to Tex. Loc. Gov't Code section 212.015(b).

**Section 9. Conflict Clause.** To the extent any provisions of the Subdivision Ordinance are in conflict with this Ordinance, this Ordinance shall control.

**Section 10. Savings Clause.** It is hereby declared by the Town Council of the Town of Lakewood Village that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

**Section 11. Effective Date.** This Ordinance shall take effect immediately upon its passage

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this the 15<sup>th</sup> day of August 2019.**

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Dr. Mark E. Vargus  
Mayor

ATTESTED:

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Linda Asbell, TRMC, CMC  
Town Secretary