



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

**TOWN COUNCIL MEETING
NOVEMBER 3, 2011 7:00 P.M.**

REGULAR SESSION – AGENDA

Call to Order and Announce a Quorum is Present

A. PLEDGE TO THE FLAG: Mayor Schnittker

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

C. REGULAR AGENDA:

1. Discussion on Village People Committee activities-Renee Cook, VPC President
2. Consideration of Peddler/Itinerant Vendor Ordinance
3. Consideration of Approval of Contract with AquaMat
4. Minutes of the October 6, 2011 Council Meeting

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

E. ADJOURNMENT

I do hereby certify that the above notice of meeting was posted on the designated place for official notice before 7:00 p.m. on Monday, October 31, 2011.




Linda Asbell, Town Secretary

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

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

One or more members of the LAKEWOOD VILLAGE ECONOMIC DEVELOPMENT CORPORATION and the LAKEWOOD VILLAGE MUNICIPAL DEVELOPMENT DISTRICT may attend this meeting. No action will be taken by either the EDC or MDD Boards during this meeting.

ORDINANCE NO. 11-XX

AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS REGULATING THE ACTIVITIES OF PEDDLERS AND ITINERANT VENDORS WITHIN THE TOWN, PROVIDING DEFINITIONS, PROHIBITING THE USE OF PUBLIC WAYS UNLESS EXEMPTED, REQUIRING SALES TAX PERMITS AND PEDDLER/VENDOR PERMITS AND APPLICATION FEES, PROVIDING THE PROCEDURE FOR PERMIT ISSUANCE, EXEMPTION AND REVOCATION, SPECIFYING WHEN A BOND IS REQUIRED, PROVIDING FOR AN APPEAL FROM THE DECISION OF THE CITY SECRETARY REGARDING PERMITS, PROVIDING FOR A PENALTY OF NOT MORE THAN \$500.00 FOR VIOLATION, PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AND AN EFFECTIVE DATE

WHEREAS, it is the opinion of the Town Council of the Town of Lakewood Village that it is in the best interest of the Town of Lakewood Village to enact regulations governing the activities of itinerant vendors and peddlers within the Town; and

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

The foregoing recitals are adopted and incorporated herein for all purposes.

I. DEFINITIONS

The following definitions shall apply to this Ordinance:

Interstate commerce means soliciting, selling, taking orders for, or offering to take orders for any goods, wares, merchandise, photographs, magazines, or things which, at the time the order is taken, are in any federal district or territory, any commonwealth, or in any state other than Texas and shipped or introduced into the town in fulfillment of such orders.

Itinerant vendor means any individual, whether a resident of this town or not, who offers for sale food, beverages, goods, merchandise, delivery, or services to be performed immediately or in the future, from a certain location which is not within a building or structure for which a certificate of occupancy is required by the town. This term shall not apply to businesses that operate from within a building or structure within the town for which a certificate of occupancy is required but which display or sell food, beverages, goods, or merchandise, outside the building or structure. The term shall include itinerant merchant.

Motor vehicle means any vehicle used for displaying, storing, or transporting of articles for sale by a itinerant vendor which is required to be licensed and registered by the state department of motor vehicles. The term is to include trailers, trucks, and automobiles.

Peddler means any individual, whether a resident of this Town or not, traveling by foot, wagon, automobile, motor truck or any other type of conveyance, from place to place, from house to house, or from street to street, for the sale of goods, wares and merchandise, personal property of any nature whatsoever for future or immediate delivery, or for services to be performed immediately or in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or whether he or she is collecting advance payments on such sales, or for proselytizing by any organization whether or not funds are solicited or exchanged. The word “peddler” shall include the terms “canvasser” or “solicitor.” The word “peddler” shall not include individuals traveling to businesses, houses, or places at the invitation of the resident or owner.

Public way means all areas legally open to public use, such as public streets, sidewalks, roadways, highways, parkways, alleys, parks, as well as the interior and areas surrounding public buildings.

Special event means any occasion including, but not limited to, fairs, shows, exhibitions, town wide celebrations, festivals, etc., within a specifically defined area of the town for a period of time established by the council.

Stand means any newsstand, table, bench, booth, rack, handcart, pushcart, vehicle or any other fixture or device used for the display or storage of articles offered for sale by an itinerant vendor or peddler. Such stands must be located at least ten (10) feet away from all property lines adjacent to a street. All stands must be removed from the property on which business is conducted each day.

II. USE OF PUBLIC WAYS-PROHIBITED

It shall be unlawful for any peddler or itinerant vendor to engage in business within any public way within the town.

III. EXEMPTIONS

- (a) Itinerant vendors may locate within a designated public way in connection with a special event approved by the Town Council and the appropriate body organizing and implementing the special event.
- (b) Farmers may sell agricultural products that were raised or grown by them within a public way and time designated by the Town Council.
- (c) Ice cream vehicles may use the public ways provided they do not remain in one location for longer than ten (10) minutes.

- (d) Peddlers may utilize streets and roads to travel from house to house or place to place in pursuit of their business.

IV. NOT TO GO ON RESIDENTIAL PROPERTY UNINVITED

It shall be unlawful for any peddler or itinerant vendor of merchandise or services to go on private residential property unless specifically requested or invited by the owner or occupant of such private residence.

V. DISPLAYING “NO SOLICITING” NOTICE

It shall be unlawful for any peddler or itinerant vendor to go to any property establishment for the purpose of taking orders or the selling of merchandise or services if the establishment has posted a sign which states “No Soliciting”. This warning must be displayed prominently at the entrance to the business.

VI. SALES TAX PERMIT-REQUIRED

It shall be unlawful for any peddler or itinerant vendor to engage in business within the town without having obtained and presented a sales tax permit issued by the State of Texas.

VII. SAME-EXEMPTIONS

The following are exempt from having to present a sales tax permit:

- a. Farmers who sell agricultural products that were raised or grown by them.
- b. Nonprofit organizations
- c. Any other business or activity exempt by the Texas State Comptroller from collecting a state sales tax.

VIII. PEDDLER/ITINERANT VENDOR PERMIT REQUIRED

It shall be unlawful for any peddler or itinerant vendor to solicit or to engage in business within the town without first obtaining a permit as provided in this Ordinance.

IX. SAME-EXEMPTIONS

The following are excluded from permitting provisions:

- (1) Newspaper carriers.
- (2) Farmers who sell agricultural products that were raised or grown by them when located within a public way and a time designated by the Town Council.
- (3) Peddlers and itinerant vendors operating within a designated public way in connection with a special event approved by the Town Council and appropriate body organizing and implementing the special event.

X. WRITTEN APPLICATION FOR PERMIT REQUIRED

Any peddler or itinerant vendor desiring to engage in business within the town must file a written application for permit, and which shall provide the following information:

- (a) Applicant's name, telephone number, address, birth date, physical description and either:
 - (1) Driver's license number and state; or
 - (2) Social security number and an official, government-issued picture identification card.
- (b) If the applicant is peddling, proselytizing, or making solicitations for any commercial, charitable or political organization, the name, telephone number and address of such organization.
- (c) Full and complete list of goods or services to be sold;
- (d) If different than or in addition to applicant, for each individual involved as a peddler or itinerant vendor: name, telephone number, address, birth date, physical description, and either:
 - (1) Driver's license number and state; or
 - (2) Social Security number and official, government issued picture identification card number.
- (e) Description (year, make, type) and license plate number and state of all motor vehicles to be used in soliciting and peddling.

- (f) A statement that the applicant has not been convicted of any felonies of any nature or any other crimes of moral turpitude in this state or any other state; and, if having been so convicted, a full statement as to the place of conviction and crime for which applicant was convicted.

XI. PERMIT APPLICATION FEE

A nonrefundable application fee for an itinerant merchant permit in the amount of \$100.00 shall be paid upon application for such permit, provided, however, when any person, firm, company, partnership, corporation or association acts through one or more agent or employees, such person, firm, company, partnership, corporation or association shall, in addition to such \$100.00 fee, pay an application fee of \$50.00 for each agent or employee so engaged.

XII. PERMIT EXEMPTIONS

The following are exempt from the permit fee, however, must complete permit process:

- (a) Any individual soliciting or peddling for a philanthropic, charitable, political or religious organization provided such activity is for the sole exclusive benefit of that organization and so long as the person engaging in such activity does not receive compensation in the form of a commission, salary, or other monies paid to him for such activity.

XIII. PERMIT ISSUANCE; INVESTIGATION

A copy of the application for permit may be referred to the Denton County Sheriff who may undertake an investigation of the applicant's record and background such as shall be reasonably necessary to protect the public. An applicant for permit under this Ordinance may be reasonably denied if he or she is currently wanted on warrant for arrest, or if the applicant has been convicted of a felony involving theft, fraud, bribery, perjury, or any proof is developed that false information was presented for purposes of permit issuance.

XIV. PROCEDURES FOR PERMIT ISSUANCE

The Town Secretary shall review all information relevant to the issuance of a peddlers/itinerant vendor's license and make the determination of whether said license is granted or denied. Said determination shall be made within five (5) working days of the filing of an application or registration information.

If the Town Secretary finds that all of the conditions precedent to the issuance of an itinerant vendor permit has been met and the applicant is qualified to receive a peddler and itinerant vendor permit, the Town Secretary shall issue the permit. Permits will be issued for a period of 14 days.

Any changes to agents or itinerant vendors must be submitted as an addendum to the original application and subject to the same permit fees and investigation. Failure to register new agents will be grounds for cancellation of the permit.

XV. BOND REQUIRED

- (a)** Solicitors requiring cash deposits or payment for future delivery or who require a contract of agreement to finance the sale of goods or services for future delivery, or for services to be performed in the future, shall furnish to the Town a bond with the application in the amount listed below. This bond is to be signed by the applicant and surety company authorized to do business in the state of Texas, conditioned:
 - (1) For the final delivery of goods or services in accordance with the terms or any order obtained;
 - (2) To indemnify purchasers for defects in material or workmanship that may exist in the goods sold and that are discovered within 30 days after delivery; and;
 - (3) For the use and benefit of persons, firms, or corporations that may make a purchase or give an order to the principal of the bond or to the agent or employee of the principal of the bond.
- (b)** If the applicant is a person, firm, or corporation engaging in solicitation activities through one or more agents or employees, only one bond is required for the activities of all the agents or employee solicitors.
 - (1) The amount of the bond is determined by the number of solicitors acting as agents or employees of the same person, firm, or corporation with a \$1000.00 bond to be posted for each such person.

XVI. PERMIT REVOCATION.

After the registration provided for in this article has been issued, the Town Secretary of the Town or his/her duly authorized representative may revoke such registration if it is found that:

- (a)** The registration was obtained by false representation;
- (b)** The holder of the registration has violated any Ordinance of the Town, or any law of the State in connection with any soliciting by such holder or in connection with the collecting or attempted collection of any account due to such registration holder or his employer or in connection with the repossession or attempted repossession of goods sold;

- (c) The holder of the registration is convicted of a felony, misdemeanor, or Ordinance violation involving a sexual offense, assault, possession or sale of a controlled substance, or any violent act against person or property. Also any judgment based upon or conviction for fraud, deceit, or misrepresentation or involving moral turpitude; or
- (d) If the holder of registration has endangered the health or safety of a citizen of the Town.

XVII. APPEALS FROM DECISIONS OF THE TOWN SECRETARY

If the applicant for a permit under this section or the holder of such permit is dissatisfied with any holding or finding of the Town Secretary, he or she shall have the right to appeal to the Town Council by filing a written notice of such appeal with the Town Secretary within ten (10) days from the making and filing of such decision of the Town Secretary. Upon filing of such notice of appeal, the application for the permit and all papers possessed by the Town Secretary in connection with such application and such permit shall be delivered to the Town Council. The appeal shall be heard by the Council at its next available meeting after the filing of the notice of appeal.

XVIII. PENALTY

Any person, firm, or corporation violating any provision of this article or failing to observe any provisions hereof shall be deemed guilty of a misdemeanor and upon conviction shall be fined not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) and each day or fraction of a day during which this article or any part thereof is further violated shall be deemed a separate offense and punishable as such.

XIX. SEVERABILITY

Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are severable.

XX. CONFLICTING ORDINANCES

All Ordinances or parts of Ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

XXI. EFFECTIVE DATE.

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

ADOPTED AND APPROVED on this 3rd day of November, 2011 by the Town Council of the Town of Lakewood Village, Texas.

**TOWN OF LAKEWOOD VILLAGE,
TEXAS**

**Mike Schnittker
Mayor**

Attest:

**Linda Asbell
Town Secretary**



MEMORANDUM

TO: Town Council
FROM: Dr. Mark E. Vargus, Mayor Pro-Tem
DATE: October 31, 2011
RE: AquaMat Contract

Background Information on Aquamat Contract

In September 2006, The Town entered into a contract with Aquamat. The term of the contract was for two years and expired on August 31, 2008 (not fiscal year). The contract did NOT have an automatic extension feature. Aquamat's fee was fixed at \$40,500 annually. Aquamat's responsibilities included:

- the operations of the water and wastewater facilities.
- meter reading (NOT billing)

At this time the Town employed two administrative staff (e.g., Dawn/Julie; Julie/Angela; Andrea/Angela). The town secretary was paid under the general fund and the second admin person (Angela in 2006) was paid out of the Utility Fund. Angela was tasked with entering the meter reading into the water billing software, generating bills, mailing statements, crediting accounts and handling the overall billing function.

During Fiscal Year 2006, the Town payroll was \$45,100 for the General Fund while the Utility Fund was charged \$17,450 for Angela's salary.

June, 2007

Following the election in May 2007, the Town staff resigned and we hired Linda. Just prior to leaving Angela fouled the water billing software and we had to send it out to have the database reconstructed. At the same time we were reconstructing the Town's accounting system (at that time we actually had a negative balance in the utility fund as the Town did not reconcile the monthly checking accounts.)

Once the billing software and database were operational, Aquamat temporarily took over the billing function as Gary was the only person with experience with the process. Gary stepped up and did a terrific job. Importantly, no matter who does the billing, the Town has always handled the bank deposits.

Subsequently in 2008, after we were able to establish good financial controls the decision was made to not hire another admin person and instead to permanently outsource the billing to Aquamat. Under the terms of the contract in force, the Town was obligated to give Aquamat the right of first refusal for any additional services. The agreed upon fee was \$500 monthly. This saved the Town approximately \$11,450 as we were able to eliminate Angela's position (\$17,450) and pay Aquamat \$6000. In addition this greatly improved the billing accuracy and collections (for example, we found out we had one account over one year behind).

August 31, 2008

On August 31, 2008, the contract between Aquamat and the Town expired. For the last three years we have had an oral contract with Aquamat and we have continued to pay \$40,500 as the operator fee and an additional \$6000 for billing.

Financial Analysis of the Proposed New Contract

The proposed new contract calls for compensation of \$50,000 base fee plus an additional \$2500 performance based fee.¹ This also includes the billing function. The term of the contract is four years - through the Fiscal 2015 budget. The fee is FIXED for the entire term, there are no annual increases built into the contract. The contract automatically renews annually after the 2015 fiscal yearend unless cancelled.

The previous contract expired in 2008. The proposed contract will expire in September 2015. The previous fee was \$46,500. The proposed fee is \$52,500 (with incentives)

The proposed fee represents a 12.9 % increase over the last contract which will have expired 7 years prior to the conclusion of this contract. This equates to a 1.7% annual increase over the time period. The most recent Fed estimates for annual inflation over the next five years ranges from 1.2 to 2.5 % . Given these estimates, the financial terms appear fair to me.

¹ In case you were wondering, because this contract relates to services associated with a life/health/safety issue, the Town is not required to seek outside bids and undertake an RFP even though the contract amount is greater than \$50,000.



Agreement for Water and Wastewater Services

Aquamat of Texas ("Aquamat") and the Town of Lakewood Village ("Town") hereby enter into the following agreement for water and wastewater ("utility") services.

1. Aquamat Operator Responsibilities

Aquamat shall operate as the exclusive agent for the town in providing water and wastewater services in compliance with all TCEQ regulations and in accordance with all permits. For all regulatory purposes Aquamat shall be the licensed operator of the Town's utilities. Aquamat is responsible for maintaining and meeting all professional licensing standards required by TCEQ or other applicable regulatory bodies.

Aquamat is responsible for the performance of all laboratory testing. Aquamat is responsible for timely filing of all mandated TCEQ reports and other regulatory reporting that may arise subsequently (e.g. North Texas Groundwater Conservation District).

Aquamat is responsible for routine non-invasive preventative maintenance and monitoring of utility equipment. Aquamat is also responsible for maintaining hour logs for utility motors (e.g. lift stations, blower motors, etc.).

Aquamat is responsible for coordinating utility work done by subcontractors. However, Aquamat is not authorized to hire or retain contractors for services without prior Town approval. Aquamat is responsible for monitoring and maintaining sufficient Town inventory of critical parts necessary to effect timely repairs.

2. Aquamat Billing Responsibilities

Aquamat is responsible for performing all necessary utility billing practices including meter reading, generating bills, processing payments (excluding bank deposits), dispute resolution, and the mailing of bills. Aquamat billing practices shall be in conformance with all relevant billing policies and Town utility ordinances.

Aquamat is prohibited from giving any customer a credit or writing off any utility account without prior Town approval.

3. Aquamat Semi-Annual Reporting to Town Council

Aquamat is required to provide inputs to the Town Council and be available for public comments semi-annually. One appearance shall be approximately in June/July, the primary purpose of which is to provide information for the budgeting process. AquaMat shall provide inputs and cost estimates regarding any potential capital expenditures and proposed non-routine maintenance. The second appearance shall be approximately in January/February, the primary purpose of which is reporting on regulatory compliance over the preceding year. This report should detail the most recent utility inspections and compliance/remediation efforts, evidence of meeting all reporting requirements, and any other regulatory information.

4. Term of the Contract

This contract shall be for the period from October 1, 2011 - September 30, 2015, After September 30, 2015, unless cancelled by either party, the contract shall automatically renew for each subsequent fiscal year under the current terms. A ninety day notice of cancellation is required to terminate the contract.

AquaMat and the Town agree to negotiate any additions to this agreement, and Aquamat shall have right of first refusal if the additional scope is within Aquamat's capabilities.

5. Compensation

The annual base compensation for the duration of the contract shall be fixed at \$50,000 annually. In addition, Aquamat shall be entitled to a maximum annual payment \$2500 of performance based pay based on the Town council evaluation of regulatory reporting, testing, and monitoring compliance.

LAKWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

OCTOBER 6, 2011

Council Members:

Mike Schnittker, Mayor
Dr. Mark Vargus, Mayor Pro-Tem
Ken Guthrie
Harold Wood
Carl Menckhoff, M.D.
Dave Getka

Town Staff:

Linda Asbell, Town Secretary

REGULAR SESSION - 7:00 P.M.

With a quorum of the Council Members present, Mayor Schnittker called the Town Council to order at 7:04 p.m. on Thursday, October 6, 2011, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

PLEDGE TO THE FLAG

(Agenda Item A)

Mayor Schnittker led the pledge of allegiance

VISITOR/CITIZENS FORUM:

(Agenda Item B)

No one requested to speak.

CONSENT AGENDA:

(Agenda Item C)

1. Minutes of September 8, 2011 Council Meeting
2. Interlocal Agreement with Denton County for Property Tax Collection
3. Sanitary Easement / Buffer Zone Ordinance

MOTION: Upon a motion made by Mayor Pro-Tem Vargus and seconded by Councilman Guthrie the Council voted five (5) "ayes" and no (0) "nays" to approve the items on the consent agenda. The motion carried.

REGULAR AGENDA:

(Agenda Item D)

Consideration of Stop Sign Ordinance

(Agenda Item D.1)

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Mayor Schnittker reported on the Town Engineer's requirement based on his engineering study, that a stop sign be placed at the intersection of Shoreline and Lakecrest.

MOTION: Upon a motion made by Councilman Getka and seconded by Councilman Wood the Council voted five (5) "ayes" and no (0) "nays" to approve the ordinance designating the location of stop signs as discussed. The motion carried.

**Consideration of Ordinance Establishing
Speed Limits**

(Agenda Item D.2)

There was some discussion on the basis for lowering the speed limit to 25 miles per hour. There was some discussion on enforcement of this ordinance.

MOTION: No Motion Was Made

EXECUTIVE SESSION:

(Agenda Item D)

In accordance with Texas Government Code § 551.072 – To deliberate the purchase, exchange, lease or value of real property when deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person. Mayor Schnittker adjourned the regular session at 7:32 p.m.

RECONVENE:

(Agenda Item E)

Mayor Schnittker reconvened the regular session of the council meeting at 7:43 p.m.

MOTION: Upon a motion made by Mayor Pro-Tem Vargus and seconded by Councilman Guthrie the Council voted five (5) "ayes" and no (0) "nays" to authorize Mayor Schnittker to all necessary steps to complete purchase of the P&M Service Company for price not to exceed \$15,000. The motion carried.

COUNCIL AND STAFF COMMENTS:

(Agenda Item F)

Councilman Getka distributed information on a humane live trap for skunks, and possums. Councilman Getka recommend the Town consider purchasing a couple traps for use by residents. There was some discussion on a negotiating an interlocal agreement with the Town of Little Elm for nuisance animal removal.

ADJOURNMENT

(Agenda Item G)

MOTION: Upon a motion made by Councilman Getka and seconded by Councilman Menckhoff the Council voted five (5) "ayes" and no (0) "nays" to adjourn the

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Regular Session of the Lakewood Village Town Council at 7:53 on Thursday,
October 6, 2011. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 3rd day of November,
2011

APPROVED

Mike Schnittker
MAYOR

ATTEST:

Linda Asbell
TOWN SECRETARY