



**LAKEWOOD VILLAGE TOWN HALL  
100 HIGHRIDGE DRIVE  
LAKEWOOD VILLAGE, TEXAS  
TOWN COUNCIL MEETING  
NOVEMBER 17, 2022 6:00 P.M.**

---

**SPECIAL SESSION – AGENDA**

Call to Order and Announce a Quorum is Present

**A. PLEDGE TO THE FLAG:**

**B. VISITOR/CITIZENS FORUM:** Pursuant to Texas Government code 551.007 (adopted in 2019): A governmental body shall allow each member of the public who desires to address the body regarding an item on an agenda for an open meeting of the body to address the body regarding the item at the meeting before or during the body's consideration of the item. A person who addresses the Council concerning an agenda item, including a Public Hearing, must limit his/her remarks to the specific subject matter being considered by the Council under that agenda item.

**C. PUBLIC HEARING** – A public hearing is scheduled on the critical water emergency 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 October 13, 2022 Council Meeting (Ruth)
2. Land Use Agreement with Little Elm Independent School District (Ruth)
3. Ratification of Authorization for Sawko & Burroughs to File Suit for Unpaid Taxes (Ruth)
4. Contract with MuniBilling for South Oak Utility Billing (Bushong)
5. Point Bank Depository Agreement Rate Extension – (Ruth)

**E. REGULAR AGENDA:**

1. Appointments/Reappointments to the Municipal Development District Board (Ruth)
2. Update on Critical Water Emergency (Vargus)
3. Consideration of Contract Amendment with Republic Waste Services (Vargus)
4. Consideration of Subdivision Ordinance (Vargus)
5. Consideration of Health and Food Safety Ordinance (Ruth)
6. Discussion of Water/Wastewater Capital Improvement Projects (Vargus)
7. Consideration of Consolidated Fee Ordinance (Bushong)
8. Consideration of Northshore Preliminary Plat Submittal (Ruth)

**F. EXECUTIVE SESSION:** – In accordance with Texas Government Code, Section 551.001, et seq., the Town Council will recess into Executive Session (closed meeting) to discuss the following:

**LAKEWOOD VILLAGE TOWN COUNCIL  
SPECIAL AGENDA  
NOVEMBER 17, 2022**

**Page 2 of 2**

1. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Taylor Morrison-South Oak, Project Lakewood Village Partners, Project Slade Rock, Project Lightning Bolt; and
2. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Taylor Morrison-South Oak, Project Lakewood Village Partners, Project Slade Rock, and Project Lightning Bolt.

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

**H. ADJOURNMENT**

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 5:07 p.m. on Monday, November 14, 2022.

  
\_\_\_\_\_  
Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary



The Town Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by <u>Texas Government Code</u> 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 <u>LAKEWOOD VILLAGE MUNICIPAL DEVELOPMENT DISTRICT</u> may attend this meeting. No action will be taken by the MDD board.
--

**LAKEWOOD VILLAGE TOWN COUNCIL**

**COUNCIL MEETING**

**OCTOBER 13, 2022**

**Council Members:**

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

**Town Staff:**

Linda Ruth, TRMC, CMC – Town Administrator/Town Secretary

**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, October 13, 2022, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

**PLEDGE TO THE FLAG:**

**(Agenda Item A)**

Mayor Vargus led the Pledge of Allegiance.

**VISITOR/CITIZENS FORUM:**

**(Agenda Item B)**

No one requested to speak.

**PUBLIC HEARING:**

**(Agenda Item C)**

A public hearing was held to provide an opportunity for citizen comment on the critical water emergency.

No one requested to speak.

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

**REGULAR AGENDA:**

**(Agenda Item D.)**

**Update on Critical Water Emergency  
(Vargus)**

**(Agenda Item D.1)**

Mayor Vargus reported the well pumps are running approximately 20 hours per day. There is no improvement in the status of the water emergency and no significant reduction in water consumption. Council discussed leaving the restrictions in place until the new well construction is complete.

**Consideration of Contract Amendment with  
Republic Waste Services (Vargus)**

**(Agenda Item D.2)**

Mayor Vargus reported our previous contract with Republic Waste Services did not include any commercial rates, which are now needed due to the gas station and landscaping materials company. Cheryl Brock with Republic Waste Services reported that recycling service will be increased to a weekly pick up. Ms. Brock reported the commercial and industrial rates would be set for a two-year fixed rate cycle to match the residential rate cycle. Commercial customers pay monthly directly to Republic Services and receive a weekly service. Franchise fees are collected by Republic Services and remitted to the town. Ms. Brock reported the contract renewal would take effect January 1<sup>st</sup> but the weekly recycling will begin as soon as council approves the renewal.

**MOTION:** Upon a motion made by Councilman Bissonnette seconded by Councilman Farage council voted five (5) “ayes”, no (0) “nays” to approve the proposed contract amendment with Republic Waste Services.

**Consideration of Award of Contract for the  
New Drinking Water Well Project (Vargus)**

**(Agenda Item D.3)**

Mayor Vargus reported the bid came in at a lower rate than expected. There was some discussion about the projected cost savings on the project.

**MOTION:** Upon a motion made by Mayor Pro-Tem West seconded by Councilwoman Lepley council voted five (5) “ayes”, no (0) “nays” to award the contract for the new drinking water well to Hydro Resources Mid-Continent based on the contracted engineer’s recommendation.



**Discussion of Investment Report (Vargus)**

**(Agenda Item D.4)**

Mayor Vargus reviewed the investment report. The town has approximately \$1,000,000 more in the bank than this time last year. This is due largely to the Public Improvement District fee paid to the town. The town has approximately half of the funds needed to pay off the road bonds. The town sold bonds at 3.17 percent interest and the town is receiving 3.16 percent on the funds in the bank. The general fund is set to receive approximately \$50,000 in interest this year. The town will make payments of approximately \$420,000 for both bonds issuances. Mayor Vargus reported the town funds are invested only in TexPool and at Point Bank.

**Discussion of Subdivision Ordinance (Vargus)**

**(Agenda Item D.5)**

Mayor Vargus reported on the 30-day shot clock required by the legislature for plat submittals. The town attorney has provided proposed language requiring developers to attend a pre-submittal meeting prior to submitting a preliminary plat. Mayor Vargus reported that he and Councilman Bushong will review the subdivision ordinance in detail and submit it to council for consideration at a future meeting.

**Discussion of Water/Wastewater Capital  
Improvement Projects (Vargus)**

**(Agenda Item D.6)**

Mayor Vargus reported the regional lift station apportionment notifications were distributed to developers earlier this week. The pressure sewer line has been nearly completed on Green Meadow from the sewer plant to Highridge Drive. The new lift station has been installed at the sewer plant. Town Administrator/Town Secretary Ruth reported the Land Use Agreement with Little Elm Independent School District for the new well has been preliminarily approved by Town Staff and school district staff. The school board will consider the land use agreement at their next meeting.

**Consideration of Consolidated Fee Ordinance  
(Bushong)**

**(Agenda Item D.7)**

Councilman Bushong reported that South Oak will be on the Town of Lakewood Village utility billing system and that will be included in the fee ordinance. Councilman Bushong stated he would provide council with a redline copy of the ordinance for consideration at a future meeting. Mayor Vargus reported the South Oak water and sewer infrastructure will be under the roads. The town will maintain the water and sewer lines but any related road repairs will be covered by the Public Improvement District. The water and sewer rates in South Oak will be the same as the rates paid by customers inside the corporate limits of the town.

Councilman Bushong reported the pool permit and the pool barrier used to be separate permits. Those items have been combined so the pool barrier is now permitted at the same time as the pool. Those inspections are all combined in the pool permit. Councilman Bushong will adjust the pool barrier permit to a lower rate to reflect the single inspection with no required plan review.

**Consideration of Stop Sign Ordinance  
(Vargus)**

**(Agenda Item D.8)**

Mayor Vargus reported on a problem with speeding on Carrie Lane. Councilwoman Lepley reported that vehicles are speeding through the yield sign at the intersections of Carrie Lane and Melody Lane and at Carrie Lane and Stowe Lane. The proposed additional stop signs at those intersections will serve as a deterrent and provide an enforcement option for law enforcement. Council discussed including a stop sign at the intersection of Stowe Lane and Melody Lane. There was some discussion about dangerous conditions created when vehicles fail to yield. There was some discussion about posting of signs.

**MOTION:** Upon a motion made by Councilman Farage seconded by Mayor Pro-Tem West council voted five (5) “ayes”, no (0) “nays” to approve the stop sign ordinance as discussed.

**Consideration of withdrawal of the  
Northshore Preliminary Plat Submittal  
(Ruth)**

**(Agenda Item D.9)**

Mayor Vargus reported this was intended to be a concept plan not a submittal.

**MOTION:** Upon a motion made by Councilwoman Lepley seconded by Councilman Farage council voted five (5) “ayes”, no (0) “nays” to approve the withdrawal of the Northshore Preliminary Plat Submittal.

**Consideration of Minutes of October 6, 2022  
Council Meeting (Ruth)**

**(Agenda Item D.10)**

**MOTION:** Upon a motion made by Councilwoman Lepley seconded by Councilman Bissonnette council voted five (5) “ayes”, no (0) “nays” to approve the October 6, 2022 Council Meeting minutes as presented.

**LAKEWOOD VILLAGE TOWN COUNCIL  
REGULAR SESSION  
OCTOBER 13, 2022**

**Page 5**

**EXECUTIVE SESSION:**

**(Agenda Item E)**

At 7:46 p.m. Mayor Vargus recessed into executive session in accordance with

1. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Taylor Morrison-South Oak, Project Lakewood Village Partners, Project Slade Rock, Project Lightning Bolt; and
2. § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice re: Development agreements, development and zoning standards; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Taylor Morrison-South Oak, Project Lakewood Village Partners, Project Slade Rock, and Project Lightning Bolt.

**RECONVENE:**

**(Agenda Item F)**

Mayor Vargus reconvened the regular session at 8:19 p.m.

**MOTION:** Upon a motion made by Councilman Farage and seconded by Councilwoman Lepley council voted five (5) “ayes” and no (0) “nays” to reject the preliminary plat submittal from the Villas of Lakewood Village for failure to comply with zoning requirements. The motion carried.

Mayor Vargus reported that he will not be available for the November scheduled council meeting. Council discussed scheduling a special meeting or cancelling the November meeting.

**ADJOURNMENT**

**(Agenda Item G)**

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Councilman Bissonnette council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 8:23 p.m. on Thursday October 13, 2022. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 17th day of November 2022.

APPROVED:

---

Darrell West  
Mayor Pro-Tem

**LAKEWOOD VILLAGE TOWN COUNCIL  
REGULAR SESSION  
OCTOBER 13, 2022**

**Page 6**

ATTEST:

---

Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary



## LAND USE AGREEMENT

STATE OF TEXAS

COUNTY OF DENTON

This Land Use agreement entered into to be effective the 1<sup>st</sup> day of November, 2022 by and between the Little Elm Independent School District, herein after identified as “Landowner”, and the Town of Lakewood Village, hereinafter referred to as “Town”, on the terms and conditions as hereinafter set out.

WITNESSETH;

### SECTION 1: DESCRIPTION

- 1.1 That said Landowner does by these presents land use agreement unto the said Town a part of such tract of land owned by Landowner and being described as a 50’ by 50’ parcel of land in the northeast most corner of the property identified as Property ID969213, Geographic ID A0750A-000-0003-000B, situated in Denton County with a legal description of A0750A WM Loftin, TR 3B, 2.724 Acres, and illustrated in Exhibit A.
- 1.2 Such part of land being used by the Town Public Water System is necessary for the drilling, construction, and continued operation and maintenance of a municipal water well for public use consumption; and related shelters, fencing, and equipment for providing water for public use consumption, together with the right of ingress and egress, onto the described land, to maintain and service and operate such municipal water well and equipment situated thereon.

### SECTION 2: TERMS

- 2.1 The Landowner grants the Town a temporary construction easement described as a two-acre parcel of land in the northeast most corner of the property identified as Property ID969213, Geographic ID A0750A-000-0003-000B, situated in Denton County with a legal description of A0750A WM Loftin, TR 3B, 2.724 Acres, and illustrated in Exhibit B.
- 2.2 The temporary construction easement will be granted for a term not longer than twelve months from the date of execution of this document, until the well construction is completed, or until construction begins on the new school building whichever is later.
- 2.3 No fee will be due to the Landowner by the Town for either the temporary construction easement or the permanent municipal water well site easement.
- 2.4 At termination of the temporary construction easement the Town will cause the land to be returned to its original condition.

- 2.5 The Town will provide and install fencing and gates for public safety and to prevent damage to the well site. The point of entrance gate will be placed on the east side of the described property line entering from Highridge Drive. Only Town employees and authorized Town contractors will be permitted to enter the premises therein and then only for the purpose set out in this agreement. Any changes or alterations to the original agreement or construction of the municipal well will have to be authorized by the Landowner prior to the changes and/or alterations.
- 2.6 A sanitary easement within a 150+-foot radius of the water well will be obtained for the described land. Exact measurements will be determined once the land is established to be the actual site for the construction of the municipal water well and a land survey is obtained for the described land.
- 2.7 This Land Use Agreement shall be in effect for a period of ninety-nine years, terminating on November 1, 2121; or before if the land use by the Town Water System ceases the use of the municipal well as a source of water for public use consumption.
- 2.8 The Town will plug the well and abandon the easement to the Landowner if it ceases the use of the municipal well as a source of water for public use consumption.

### SECTION 3: LIABILITY

- 3.1 The Town agrees to indemnify, defend, and hold harmless the Landowner for any claims or damages that may be asserted by any person because of any incident arising out of the location of the municipal water well or the operation and use of same by the Town, its agents, employees, or any persons authorized by the Town to access the property.
- 3.2 This Land Use Agreement terms and conditions are agreeable to both the Landowners and the Town and shall be in full force and effect once approved by both the Little Elm District Board of Trustees and the Lakewood Village Town Council.

### SECTION 4: NOTICES

- 4.1 All notices to be given under this agreement shall be in writing, given by certified mail or registered mail, address to the proper party, and shall be deemed duly served and given when received by the party to whom it is directed at the following addresses:

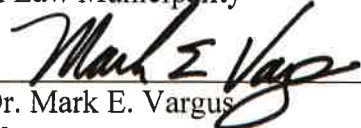
Landowner: Little Elm Independent School District  
400 Lobo Lane  
Little Elm, Texas 75068  
Attn: Daniel Gallagher, Superintendent

Town Town of Lakewood Village  
100 Highridge Drive  
Lakewood Village, Texas 75068  
Attn: Linda Ruth, Town Administrator

Either party may change the address to which Notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

**EXECUTED** in duplicates on the dates set forth below.

**TOWN OF LAKEWOOD VILLAGE, TEXAS**  
A Texas General Law Municipality


  
\_\_\_\_\_  
Dr. Mark E. Vargus  
Mayor  
Date Executed: 10/25/2022

**ATTESTED:**

  
\_\_\_\_\_  
Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary



**LITTLE ELM INDEPENDENT SCHOOL DISTRICT**  
A Texas Political Subdivision

  
\_\_\_\_\_  
Daniel Gallagher  
Superintendent  
Date Executed: 10/26/2022

## EXHIBIT A

**Property Search** > 969213 BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT for Year 2022

Tax Year: 2022 [New Search](#)

[Details](#) [Map](#)

*Click on a title bar to expand or collapse the information* [Expand All](#)

**Property**

**Account**

Property ID:	969213	Legal Description:	A0750A WM LOFTIN, TR 3B, 2.724 ACRES
Geographic ID:	A0750A-000-0003-0008	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

**Location**

Address:		Mapsc0:	
Neighborhood:	LAKEWOOD VILLAGE SEC 1	Map ID:	LE01
Neighborhood CD:	DC25001		

**Owner**

Name:	BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT	Owner ID:	1007529
Mailing Address:	300 LOBO LN LITTLE ELM, TX 75068-5336	% Ownership:	100.000000000000%
		Exemptions:	EX-XV

50'x50' Well Site (not to scale)





## EXHIBIT B

**Property Search** > 969213 BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT for Year 2022

Tax Year: 2022 [New Search](#)

[Details](#) [Map](#)

Click on a title bar to expand or collapse the information [Expand All](#)

**Property**

**Account**

Property ID: 969213

Geographic ID: A0750A-000-0003-000B

Type: Real

Property Use Code:

Property Use Description:

Legal Description: A0750A WM LOFTIN, TR 3B, 2.724 ACRES

Zoning:

Agent Code:

**Location**

Address:

Neighborhood: LAKEWOOD VILLAGE SEC 1

Neighborhood CD: DC25001

Mapscot:

Map ID: LE01

**Owner**

Name: BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT

Mailing Address: 300 LOBO LN  
LITTLE ELM, TX 75068-5336

Owner ID: 1007529

% Ownership: 100.000000000000%

Exemptions: EX-XV

construction entrance



N 89d 04' 10" E  
50'-0"

WATER WELL  
EASEMENT

S 00d 31' 42" E  
50'-0"



Shareholders:  
Gregory J. Sawko  
Mark A. Burroughs

1172 Bent Oaks Drive  
Denton, Texas 76210

[www.DentonLawyer.com](http://www.DentonLawyer.com)

(940) 382-4357 Telephone  
(940) 591-0991 Telecopy

[AttyBurroughs@DentonLawyer.com](mailto:AttyBurroughs@DentonLawyer.com)

October 20, 2022

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

Ms. Linda Ruth  
Town Administrator, Town of Lakewood Village  
100 Highridge Drive  
Lakewood Village, Texas 75068

RE: Filing Suit for Unpaid Taxes – DCAD Account No. 975791DEN

Dear Mayor Vargus and Ms. Ruth:

A large unpaid tax account in Lakewood Village for 2021 taxes has been non-responsive to several notices of delinquency from both the Denton County Tax Office and our office. We have prepared the enclosed lawsuit to enforce collection of City, County and School property taxes. The account is for "leased equipment" and so constitutes business personal property.

Per prior instructions, I am forwarding this information to you and ask for direction regarding whether any issues or impediments exist to our following standard legal enforcement procedures and file suit. As you may recall, the filing of suit does not significantly change what is owed by the taxpayer. Only filing fees and costs of serving citation accrue upon suit filing, and no additional tax, penalty, interest or attorney's fees attach; however, suit allows us avenues to enforce collection that do not exist otherwise.

Thank you for your attention to this matter. Please feel free to ask any questions or provide suggestions you may have to our office.

1. The first part of the report is a summary of the work done during the year.

2. The second part is a detailed account of the work done during the year.

3. The third part is a summary of the work done during the year.

4. The fourth part is a summary of the work done during the year.

5. The fifth part is a summary of the work done during the year.

6. The sixth part is a summary of the work done during the year.

7. The seventh part is a summary of the work done during the year.

8. The eighth part is a summary of the work done during the year.

9. The ninth part is a summary of the work done during the year.

10. The tenth part is a summary of the work done during the year.

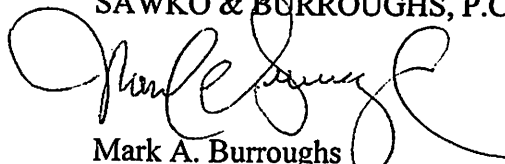
11. The eleventh part is a summary of the work done during the year.

12. The twelfth part is a summary of the work done during the year.

Mark Vargus  
Linda Ruth  
Page Two  
October 20, 2022

Sincerely yours,

SAWKO & BURROUGHS, P.C.



Mark A. Burroughs  
Attorney at Law

MAB/acj

Enclosures

G/Tax/CurrentJurisdictions/TownOfLakewoodVillage/Correspondence/JurisdictionVIP/Vargus/Vargus-Ruth102022

CAUSE NO. \_\_\_\_\_

LITTLE ELM INDEPENDENT SCHOOL DISTRICT,  
THE CITY OF LAKEWOOD VILLAGE, THE CITY OF  
OAK POINT AND THE COUNTY OF DENTON, TEXAS

VS.

ADT LLC

§ IN THE \_\_\_\_\_ JUDICIAL  
§  
§  
§ DISTRICT COURT IN AND FOR  
§  
§  
§ DENTON COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES, LITTLE ELM INDEPENDENT SCHOOL DISTRICT, THE CITY OF LAKEWOOD VILLAGE, THE CITY OF OAK POINT AND THE COUNTY OF DENTON, TEXAS hereinafter referred to as "Plaintiff", situated in Denton County, Texas, which Plaintiff is a legally constituted taxing unit authorized to impose and collect ad valorem taxes on property, and brings this suit as follows:

**I.**

This suit is brought against ADT LLC which Defendant(s) are more specifically identified by name and address in the Delinquent Tax Statement(s) attached hereto and incorporated herein by reference for all purposes, and all unknown persons owning, having or claiming any interest or lien in the property described in the attached Statement(s) and the unknown heirs and legal representatives of all Defendant(s) hereinafter collectively referred to as "Defendants". Discovery is intended to be conducted under Level 1 of T.R.C.P. Rule 190.2.

**II.**

Taxes have been legally imposed by Plaintiff on each separately described property for each year as stated on the attached Statement(s) and against each person who owned the property on January 1 of the year for which the tax was imposed as therein named, if known.

**III.**

The taxes have been imposed in the County in which this suit is filed; the taxes are delinquent; penalties, interest and costs authorized by law are yet due and owing and other taxing units may intervene in the lawsuit if taxes due them are claimed to be unpaid.

**IV.**

Defendants owned the property on January 1 of each year for which the taxes were imposed, and said Defendants owned the property at the time of this suit, save and except Defendant(s) described as "Lienholder(s)" herein against whom no personal liability is hereby sought.

**V.**

Plaintiff asserts a lien on each separately described property to secure the payment of all taxes, penalties, interest and costs, together with any and all other municipal liens, that are due or becoming due through the date of judgment.

**VI.**

All things required by law to be done have been done properly by the appropriate officials; and the undersigned attorney is legally authorized to prosecute this suit on behalf of Plaintiff.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays for judgment for the total amount of said taxes, penalties and interest, including taxes, penalty and interest accruing during the pendency of this suit, costs of court, reasonable attorney's fees, expenses of title search and locating interested parties, expenses of foreclosure sale, and for amounts due under other municipal liens, together with foreclosure of the tax lien against the above described property, and for personal judgment against non- "in rem only" Defendants as herein set forth.

SAWKO & BURROUGHS, P.C.  
1172 Bent Oaks Drive  
Denton, Texas 76210  
Ph. 940/382-4357; Fax 940/591-0991  
attyburroughs@dentonlawyer.com

Respectfully submitted,

---

Mark A. Burroughs, SBN 03464400  
Gilbert T. Bragg, SBN 02857500  
Attorneys for Plaintiff(s)

10/18/2022

**Delinquent Tax Statement**

P &amp; I AND FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Tax Account Number: 975791DEN

Denton County Tax Assessor/Collector

By Mail: P.O. Box 90223  
Denton, TX 76202  
(940) 349-3500

In- Person: 1505 E. McKinney St.  
Denton, TX 76209  
Metro (972)434-8835

Owner	LEGAL DESCRIPTION	Status: Currently at Research	Type: P
ADT LLC PO BOX 54767  LEXINGTON KY 40555-4	PERSONAL PROPERTY - LEASED EQUIPMENT  Property Address:		

City of Lakewood Village					
Tax Year	Tax Due	Penalty	Interest	Penalty 2	Total Due
2021	\$7,441.10	\$892.93	\$669.70	\$1,800.75	\$10,804.48
City of Oak Point					
Tax Year	Tax Due	Penalty	Interest	Penalty 2	Total Due
2021	\$7,979.58	\$957.55	\$718.16	\$1,931.06	\$11,586.35
Denton County, Texas					
Tax Year	Tax Due	Penalty	Interest	Penalty 2	Total Due
2021	\$3,854.26	\$462.51	\$346.88	\$932.73	\$5,596.38
Little Elm ISD					
Tax Year	Tax Due	Penalty	Interest	Penalty 2	Total Due
2021	\$23,651.11	\$2,838.13	\$2,128.60	\$5,723.57	\$34,341.41
<b>Total</b>	<b>\$42,926.05</b>	<b>\$5,151.12</b>	<b>\$3,863.34</b>	<b>\$10,388.11</b>	<b>\$62,328.62</b>

**Total Taxes Due**

On all payments reference Tax Account Number: 975791DEN and City of Lakewood Village, City of Oak Point, Denton County, Texas and Little Elm ISD.

If Paid in October, 2022	If Paid in November, 2022	Pay Tax To:
Total Tax: \$42,926.05	Total Tax: \$42,926.05	Denton County Tax Assessor
Total P&I: \$9,014.46	Total P&I: \$9,443.73	P.O. Box 90223
Total Pen 2: \$10,388.11	Total Pen 2: \$10,473.96	Denton, TX 76202
<b>Total Tax Due: \$62,328.62</b>	<b>Total Tax Due: \$62,843.74</b>	For Credit Cards: <a href="http://taxweb.dentoncounty.com">http://taxweb.dentoncounty.com</a>

**Court Costs and Fees Due**

Research Fee:	\$200.00	Pay To:	Sawko & Burroughs, P.C. 1172 Bent Oaks Drive Denton, TX 76210
---------------	----------	---------	---





## SOFTWARE SUBSCRIPTION AGREEMENT

This Agreement is entered into on this 1<sup>st</sup> day of January 2023 between Crestline Software LLC dba/MuniBilling, 3300 Battleground Avenue, Greensboro, NC 27410 ("MuniBilling", "we", "us") and the Town of Lakewood Village, with its main offices located at 100 Highridge Dr, Lakewood Village TX 75068 ("Customer", "you").

### 1. DEFINITIONS

"Agreement" means this Software Subscription Agreement, including the attached Schedule A and Schedule B. Any discrepancies between the attached schedules and this Agreement shall be resolved using the following order of precedence: this Agreement, Schedule A, and then Schedule B.

"Content" means the visual information, documents, software, products, and services contained or made available to you through the System.

"Confidential Information" means all non-public, proprietary, or confidential information of a disclosing party, in oral, visual, written, electronic, or other tangible or intangible form, that is either marked or designated as "confidential", or which should reasonably be understood to be confidential given the nature of the information and the circumstances of the disclosure. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the recipient prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) is received from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the recipient.

"Customer Data" means any electronic data and information you or any of your users provides or submits through MuniBilling, including the results of your initial data conversion. Customer Data does not include any Content.

"System" means MuniBilling's cloud-based utility billing software licensed to you, as including our portal made available for your customers' use.

### 2. LICENSE GRANT AND RESTRICTIONS

**2.1 Grant.** Subject to the terms of this Agreement, MuniBilling hereby grants you a nonexclusive, non-transferable, non-sublicense-able right to use our System for the

Term set forth in Schedule A, solely for your own internal business purposes. All rights not expressly granted to you in this Agreement are reserved by us.

## 2.2 Restrictions

- (a) You shall not license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the System or the Content in any way, or include the System or Content in any outsourcing offering.
- (b) You shall not modify, copy, or make derivative works based upon the System or the Content.
- (c) You shall not disassemble, reverse engineer, or decompile the System and/or any MuniBilling technology or intellectual property.
- (d) You shall not build a competitive product or service, build a product using similar ideas, features, functions, or graphics of MuniBilling or copy any idea, feature, function or graphic of the System.
- (e) You shall not use the System or any Content or MuniBilling intellectual property in any manner except as permitted in this Agreement.

**2.3 Violation.** Your or your end users' intentional violation of any restrictions set forth in Section 2.2 that, in MuniBilling's discretion, imminently threatens the security, integrity or availability of the System, may result in our immediate suspension of your use of the System. MuniBilling shall use commercially reasonable efforts to provide you with an opportunity to cure such violation prior to any such suspension.

**2.4 System Use.** This license cannot be shared with anyone else or used by anyone other than you. You may use the System only for your internal business purposes only, and you shall not: (a) send or store material with any virus, worm, or other harmful computer code; (b) interfere with or disrupt the integrity of performance of the System in whole or in part; or (c) attempt to gain unauthorized access to the System or any related system or network.

**2.5 Future Functionality.** You acknowledge that your license of the System is not (i) contingent on the delivery of any future functionality or features other than (a) the contracted deliverables specified in Schedule A, and (b) any functionality enhancements as may be separately agreed to in writing between the parties pursuant to section 2.6 of this Agreement, or (ii) dependent on any oral or written public comments by MuniBilling regarding future functionality or features.



**2.6 Additional Work.** Any services requested by Customer in addition to the use of the System and Content shall be outside the scope of this Agreement. MuniBilling, in its sole discretion, may agree to provide any additional services pursuant to an amendment in accordance with the terms of Section 15.9. Notwithstanding, MuniBilling shall have no obligation to provide any additional services requested hereunder.

### **3. YOUR RESPONSIBILITIES**

In addition to your other obligations, you are solely responsible for; (a) determining whether the System will meet your needs; (b) using reasonable efforts to prevent unauthorized access to the System, any Content, or any Confidential Information, in whole or in part; (c) notifying us promptly of any actual or suspected unauthorized access/use; (d) abiding by all applicable local, state, and national laws and regulations, including those related to data privacy, communications, and the transmission of technical or personal data; (e) the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (f) complying with our policies to obtain support and other services under this Agreement; (g) establishing adequate alternate and backup plans if there is any disruption of service or other malfunction; and (h) ensuring that the use by your end users is in compliance with the terms contained herein.

### **4. OUR RESPONSIBILITIES**

We shall use commercially reasonable efforts to make the System generally available 99% of each calendar month, except for:

- (a) Planned downtime with at least 48 hours of advance notice and scheduled to the extent reasonably practicable after 10:30PM ET on Wednesdays; and
- (b) Downtime caused by circumstances beyond our reasonable control, including acts of nature, acts of employees, telecommunications or computer failures or delays, and network intrusions or denial of service attacks. We shall use reasonable efforts to maintain the confidentiality of Customer Data, the security and integrity of the System, and to promptly respond to and attempt to fix problems that interfere with the smooth and effective operation of the System and/or your use thereof.

### **5. CHANGES**

We reserve the right to:

(a) Upgrade, modify, replace, or reconfigure the System at any time, provided that the System functions remain comparable to those existing at the time of the Agreement's execution; and

(b) Notwithstanding anything contained in Section 15.9 to the contrary, modify the terms of this Agreement, including our fee schedule, support terms, and service level standards, in response to any market changes, regulatory change or change in law having an adverse impact on MuniBilling. We will provide you with thirty (30) days advance notice of any such change either by an email to your representative or by a posting on the System. If you do not reject these changes within such thirty (30) day period, the modifications will be deemed accepted by you. If you decline to accept the change and notify us of this rejection in writing, we will continue to provide service for you for a period of ninety (90) days under the unmodified terms contained herein, after which the Agreement will be deemed to be cancelled. You shall not be responsible for any early termination payments pursuant to Section 8.2 for a termination pursuant to this Section.

## 6. PROPRIETARY RIGHTS AND CONFIDENTIALITY

**6.1 MuniBilling Proprietary Rights.** We own all rights, title, and interest, including all related intellectual property rights, in and to the System, including its content, design, technology, interface and application, and any suggestion, idea, or enhancement request, feedback, recommendation, or other information provided by you or anyone else relating to any of the foregoing except Customer Data. The terms of this Agreement are not a sale of any software and do not convey any ownership rights. MuniBilling names and logos are registered trademarks of ours. The product names associated with the System are trademarks of ours, and you have no right or license to use them without our written permission. You agree not to challenge any ownership or other right of ours with respect to the System or any intellectual property claimed by us. No rights are granted to you hereunder other than as expressly set forth in this Agreement.

**6.2 MuniBilling Confidential Information.** Our Confidential Information includes, but is not limited to, our System, pricing, proposals, and the terms of this Agreement.

**6.3 Use of Confidential Information.** All Confidential Information shall remain the property of the disclosing party. A party receiving Confidential Information shall: (i) use or reproduce such information only when necessary to perform this Agreement; (ii) provide at least the same care to avoid disclosure or unauthorized use of such information as it provides to protect its own Confidential Information but in no event less



than a reasonable degree of care; (iii) limit access to such Confidential Information to its employees or agents who need such information to perform this Agreement; and (iv) return or destroy all such information, including copies, after the need for it has expired, upon request of the disclosing party, or upon termination of this Agreement.

**6.4 Compelled Disclosure.** The receiving party may disclose Confidential Information of the disclosing party to the extent compelled by law to do so, provided the receiving party gives the disclosing party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

**6.5 License to Customer Feedback.** You grant us a paid-up, irrevocable license to use or incorporate into the System any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or your users.

## **7. FEES AND PAYMENTS**

**7.1 Payment Terms.** MuniBilling will invoice you in accordance with the terms specified in Schedule A. You shall pay all amounts invoiced when they are due.

**7.2 Past Due Amounts.** Past due invoices will be subject to a late charge equal to 1.5% of the outstanding balance per month from the date due until paid, or the maximum rate allowed by law, whichever is less. Customer is also responsible for any applicable expenses incurred with collection efforts, including, but not limited to, reasonable attorney's fees.

**7.3 Suspension.** If your account has balances which are past due, we reserve the right to suspend your use of the System until such accounts are paid in full, including all accrued liabilities and obligations. You will continue to be charged during any period of suspension. MuniBilling reserves the right to impose a reconnection fee if your access to the System is suspended and you thereafter request access to the System.

**7.4 Taxes.** MuniBilling fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Except to the extent prohibited by law, you are responsible for paying all Taxes associated with your purchases hereunder. If MuniBilling has the legal obligation to pay or collect Taxes for which you are responsible under this section, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, MuniBilling is solely

responsible for taxes assessable against it based on its income, property, and employees.

## 8. TERM AND TERMINATION

**8.1 Initial Term and Renewal.** The term and termination provisions of this Agreement are specified in this Section 8 and Schedule A. Upon expiration of the initial Agreement term, this Agreement will renew automatically for an additional term equal in length unless either of us notifies the other in writing at least 90 days prior to the end of the current term of our intent to cancel. Customer will not be refunded any money paid prior to the effective date of any termination. For purposes of this Agreement, the initial term and any renewal term shall be individually and collectively referenced as the “Term”.

**8.2 Termination for Cause.** If you breach the terms of this Agreement, including, but not limited to, not paying on time, or any unauthorized use of the System, and do not cure such breach within 10 days after notice of such breach, we may, in our sole discretion, suspend or terminate your use of the System and/or terminate this Agreement. If MuniBilling terminates your access to the System and terminates this Agreement due to your breach, or if you provide us with notification of your intent to terminate for convenience, you are still responsible to pay any balance due for your use of the System prior to such date of termination, and (except in the case of a termination pursuant to Section 5(b)) all unpaid fees which would be payable for the remainder of the current Term.

If we breach the terms of this Agreement, including, but not limited to, bugs in the System, unavailability of the System for more than 24 hours not caused by Force Majeure, or the failure to deliver contracted services specified in Schedule A, and we do not cure such breach within 10 days after written notice of such breach, you may terminate your use of the System and this Agreement. If you terminate this Agreement due to our breach, our liability for damages is as set forth in section 14.1 of this Agreement.

### 8.3 Effects of Termination.

- (a) Upon termination of the Agreement, you must submit a written and signed letter to MuniBilling within thirty (30) days certifying that you:
  - (i) Have deleted or destroyed ALL printed and electronic materials related to the System and all quotes or ideas derived from the System, except as required by law, in whole or in part, from any other publication, form, method, system, or filed documents you may have.



- (ii) Have not given, sold, rented, or lent any copy or any part of the information in any shape or form to any third party, including any user login credentials.
- (iii) Release us from all claims related to this Agreement and the System.
- (b) Upon termination of this Agreement for any reason, we will provide you a copy of your Customer Data in a standardized electronic csv data format within five (5) business days of receipt of your written request. We have no obligation to retain a copy of your Customer Data longer than thirty (30) days after termination or expiration of this Agreement.

**8.4 Costs of Termination.** In the event this Agreement is terminated or cancelled in accordance with its terms, each party will bear the cost of unwinding its participation in the Agreement, and any ancillary agreements, shall also be terminated automatically.

## **9. CUSTOMER DATA**

As between MuniBilling and yourself, you shall own all Customer Data, which shall be considered your Confidential Information. Notwithstanding, MuniBilling may access your Customer Data to provide the services, to respond to, access, or resolve service or technical problems, and in doing so will maintain its confidentiality. Customer can request a complete copy of its data in a standardized electronic format at any time at MuniBilling's standard rate (currently \$200 per request). Notwithstanding, you can run reports on the system yourself to print out customer information or to export customer information in a standard comma separated list format.

## **10. REPRESENTATIONS AND WARRANTIES**

Each party represents and warrants that it has the legal authority to enter into this Agreement. We warrant that we will provide the System in a manner consistent with industry standards and that the System will perform substantially in accordance with what was presented and demonstrated to you.

## **11. INDEMNIFICATION**

Except to the extent prohibited by law, you shall indemnify, defend, and hold MuniBilling, its affiliates, officers, directors, and employees harmless from and against all claims resulting from, arising out of or relating to:

- (a) A breach of this Agreement by Customer;
- (b) Any negligent act or omission, or intentional misconduct, of Customer or its end users; and

(c) Any damages that the Customer Data has caused to a third party.

You will indemnify MuniBilling from any damages, attorney fees and costs finally awarded against, or settled upon by, MuniBilling because of such claim.

## 12. DISCLAIMER

**EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, MUNIBILLING MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

Without limiting the foregoing, we make no promise:

- (a) As to the reliability, timeliness, quality, suitability, truth, availability, accuracy, or completeness of the System or any content, all of which are provided strictly on an "as is" basis.
- (b) As to any third-party provider or any of its products or services, regardless of whether we may have designated it or its products or services as "certified", "validated", or otherwise.
- (c) That the use of the System will be secure, uninterrupted, or error-free or operate in combination with any other hardware, software, system, or data.
- (d) That the System will meet your requirements or expectations.
- (e) That any Customer Data will be accurately or reliably stored.
- (f) That errors or defects will be corrected.
- (g) The service will be free of any virus or other harmful component, although we will not knowingly insert any such harmful code.

## 13. INTERNET DELAYS

The System may be subject to limitations, delays, and other problems inherent in the use of Internet and electronic communications. We are not responsible for any delays, delivery failures, or other damage resulting from such problems.



## 14. LIMITATION OF LIABILITY

**14.1 Limitation of Liability.** In no event shall our aggregate liability to you exceed the amounts actually paid by you in the 3-month period immediately preceding the event giving rise to your first claim, regardless of the number of claims arising out of or related to this Agreement.

**14.2 Disclaimer of Damages.** In no event shall we be liable to you for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of or in any way connected with the System, Content, your use of the same, or any interruption, inaccuracy, error or omission, regardless of cause, even if we have been previously advised of the possibility of such damages, and regardless of the basis of any claim, e.g. warranty, tort, contract, or strict liability.

You acknowledge that: (i) this Section 14 is reasonable given the cost of the System; (ii) this Section applies even if a remedy fails of its essential purpose; and (iii) all your claims are subject to the damages limitation in this Section. Nothing contained herein is intended to limit a party's liability for gross negligence or willful misconduct.

## 15. GENERAL

**15.1 Assignment.** You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior express written consent. Any attempted assignment in violation of this Section shall be void. The terms of this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

**15.2 Relationship.** No joint venture, partnership, employment, or agency relationship exists between you and us. Neither party has any authority to enter into agreements of any kind on behalf of the other party and neither party will attempt to or create any warranty or other obligation, express or implied, on behalf of the other party. You agree that we can reference your name and/or logo for purposes of acknowledging you as one of our customers.

**15.3 Notice.** We may notify you by means of general notice on the System, by email, or by written mailed communication, as per your contact information in Schedule A. Notice shall be deemed to have been given three (3) business days after mailing, the next business day if delivered via a nationally recognized overnight carrier, or 12 hours

after sending an email or posting a change of the System. You may notify us (and such notice shall be deemed given when received) at any time by electronic means or written mailed communication as per our contact information in Schedule A.

**15.4 Force Majeure.** MuniBilling shall not be liable to you for any damages, delay, or failure to perform its obligations set forth in this Agreement if caused by circumstances beyond its reasonable control. This includes but is not limited to hardware failures, telecommunications and Internet failures, act of nature, fire, casualty, riot, pandemic, terrorist act or threat thereof, war, labor dispute, material change in applicable law or regulation, or decree of any court. Upon the occurrence of such a force majeure event, within a commercially reasonable amount of time, MuniBilling shall notify you of the delay and the cause thereof, take reasonable steps to avoid or remove the cause, and resume performance whenever the cause is removed. MuniBilling shall not be liable for costs associated with such delay.

**15.5 Waiver.** The failure of either party to require performance of any terms of this Agreement shall in no way affect the full right to require such performance at any time thereafter or the performance of all the other provisions, nor shall the waiver of any succeeding breach of such provision or any other provision operate as a waiver of the provision itself. No failure or delay in exercising a right shall constitute a waiver of that right. Except as expressly provided herein, all the parties' rights and remedies shall be cumulative, and none of them shall be in limitation of any other right or remedy in law or equity.

**15.6 Severability.** If any terms of this Agreement are held to be invalid or unenforceable, such terms shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable terms, with all other terms remaining in full force and effect.

**15.7 Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina without regard to choice of law provisions or the United Nations Convention on the International Sale of Goods.

**15.8 Arbitration.** Except to the extent prohibited by law, any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be referred to and finally resolved by arbitration in Guilford County, North Carolina, under the auspices of the American Arbitration Association ("AAA") in accordance with the Rules for Commercial Arbitration of the AAA, which arbitration rules are deemed to be incorporated by reference in this section. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. The tribunal will consist of a sole



arbitrator appointed by the parties or, failing agreement within one month of the demand for arbitration, by the AAA at the request of one of the parties. Any arbitrator shall have substantial familiarity with and at least seven years professional experience with U.S. commercial law and resolution of disputes involving such law, which familiarity may have been obtained by study of, participation in transactions involving, or litigating, adjudicating or resolving disputes involving, such laws. The arbitrator shall be free in addition to consult independent technical or legal experts of his own choosing in resolving any dispute. We mutually agree to try and take advantage of video conferencing and other technology to reduce the need for travel in the unlikely event a proceeding occurs.

**15.9 Entire Agreement.** This Agreement contains the entire understanding of the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements or negotiations between the parties on the subject. No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is in writing dated after this Agreement and signed by the duly authorized officers of the parties. No course of dealing or usage of trade may be invoked to modify the terms and conditions of this Agreement.

**15.10 Miscellaneous.** The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. If executed in counterparts, this Agreement will be as effective as if simultaneously executed. For purposes of this section, a "signature" shall include, but is not limited to, an electronic signature. The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

- Continued on next page -

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be executed by its duly authorized representative.

**CRESTLINE SOFTWARE LLC dba/MUNIBILLING**

By: \_\_\_\_\_  
Kevin S. Kennedy, Chief Executive Officer

Date: \_\_\_\_\_

**CUSTOMER:** \_\_\_\_\_ Town of Lakewood Village

By: \_\_\_\_\_

Name: \_\_\_\_\_ Clint Bushong

Title: \_\_\_\_\_ Councilman

Date: \_\_\_\_\_

**Schedule A**

## CUSTOMER INFORMATION

1. Name (Entity):	<u>Town of Lakewood Village</u>
2. Address:	<u>100 Highridge Drive</u>
	<u>Lakewood Village TX 75068</u>
3. Federal Identification Number:	<u>75-2128798</u>
4. Phone #:	<u>972-294-5555</u>
5. Fax #:	<u></u>
6. Management Contact:	<u>Clint Bushong</u>
7. Title:	<u>Councilman</u>
8. Phone #:	<u>972-294-5555</u>
9. Email Address:	<u>clint@lakewoodvillagetx.us</u>
10. Operations Contact:	<u>Shannon Bushong</u>
11. Title:	<u>Billing Clerk</u>
12. Phone #:	<u>972-294-5555</u>
13. Email Address:	<u>building@lakewoodvillagetx.us</u>
14. Customer Accounts Payable:	<u>Linda Ruth</u>
15. Title:	<u>Town Administrator</u>
16. Phone #:	<u>972-294-5555</u>
17. Email Address:	<u>linda@lakewoodvillagetx.us</u>

## BILLING INFORMATION

18. Application:	Utility Billing Software Subscription
19. Estimated Go Live Date:	Approximately 90 days from receipt of all necessary information (e.g., your customer data, rates, and business processes) for South Oak. Note: Lakewood Village and Rocky Point Water are already live
20. Agreement Term:	1 Year
21. Agreement Renewal:	Automatic
22. Termination:	The Agreement can be cancelled with 90 days advance written notice prior to the end of each term.
23. # of Active Accounts:	Approximately <u>320</u> as of the Effective Date;

24. Service Types: Approximately 300 will be added with South Oak Water, sewer and trash
25. Utility Billing Frequency: Monthly
26. Training Fees: \$ n/a payable at start of training
27. Implementation & Configuration Fees: \$ 1,650.00 payable at start of Implementation of South Oak
28. Billing History Fees: n/a. No billing history will be imported for South Oak because it is a new development. Existing billing history for Lakewood Village and Rocky Point Water will continue to be available in the System.
29. Customer Invoice Cycle: Quarterly – billed in advance
30. Subscription Fee per Invoice Cycle: (i) \$ 409.00 for up to 325 accounts billed for Lakewood Village and Rocky Point Water; any additional accounts will be billed at \$ 64.50 for each 50 account increments, and (ii) \$ 387.00 for up to 300 accounts billed for South Oak; any additional accounts will be billed at \$ 64.50 for each 50 account increments
31. Payment Terms: Payment due thirty (30) days from invoice date

MUNIBILLING CONTACT INFORMATION

32. Company Name and Address: Crestline Software LLC, dba/MuniBilling  
3300 Battleground Avenue  
Greensboro, NC 27410
33. Phone: (800) 259-7020
34. Website: [www.munibilling.com](http://www.munibilling.com)
35. Management Contact Larry Foster
36. Title: President
37. Phone #: 585-615-6629
38. Email Address: Larry@MuniBilling.com
39. Customer Support Email Address: Support@MuniBilling.com
40. Implementation Contact: Nathaniel Genwright
41. Title: Implementations Manager
42. Phone #: (800) 259-7020
43. Email Address: Nathaniel@MuniBilling.com

ADDITIONAL BILLING INFORMATION – If applicable

44. Invoice Printing: \$0.26 /page plus postage



Includes printing standard 8.5 x 11 statement with tear off stub. Includes a customer return envelope, CASS certification and best attainable bulk postage rates. A minimum fee may apply if printing less than 500 pages.

45. Invoice Postage: Actual cost to be reimbursed by Customer
46. Bill Inserts: Will be quoted per job
47. On-line payment processing: Customer will be charged a merchant fee of \$51.60 per month.  
In addition, your end use customers will be charged a Convenience Fee on each credit card transaction processed at the following tiered rates:
- | <u>Bill Amount</u>  | <u>Fee</u> |
|---------------------|------------|
| \$0.1 - \$50.0      | \$1.49     |
| \$50.01 - \$100.00  | \$2.94     |
| \$100.01 - \$150.00 | \$4.39     |
| \$150.01 - \$200.00 | \$5.84     |
| \$200.00 and up     | 2.99%      |
- E-checks or ACH payments by your end use customers will be charged \$1.00/transaction, regardless of the amount paid.
48. Bank and Merchant Account Fees: Any additional fees incurred, e.g., processing fees, returned check fees, lockbox fees, etc. will be passed through to Customer
49. Fee Increases: Any of the fees specified above may be increased by the change in cpi by MuniBilling on Jan. 1<sup>st</sup> of each Agreement anniversary date
50. Retroactive Fee Adjustment: Should a review of prior invoices reveal that the actual number of active accounts or equivalent dwelling units billed exceeds the pricing tier invoiced, MuniBilling may make a retroactive adjustment to correct for the amount undercharged.
51. Credit Card Reader: No card readers will be supplied by MuniBilling

## **Schedule B**

MuniBilling's quote dated July 28, 2022 for Customer is incorporated herein by this reference.





**Proudly Serving Denton County Since 1884**

**Town of Lakewood Village**

**Depository Agreement**

PointBank is pleased to offer banking services to the Town of Lakewood Village in accordance with the Five year depository services agreement that began January 1, 2023 and ends December 31, 2028. PointBank will pay an average monthly TexPool; this rate is subject to change and will be adjusted as of the first day of each month. As of October 31, 2022, the TexPool daily net yield average rate was 2.9336% and an Annual Percentage Yield (APY) of 2.97%.

The rate effective beginning January 1, 2023 will be the average daily net yield as of December 31, 2022 and will apply to each account held at PointBank.

This Depository Agreement was accepted this \_\_\_\_ day of \_\_\_\_, 2022.

Town of Lakewood Village

PointBank

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

J. Raymond David Sr., CEO

\_\_\_\_\_  
Printed Name/Title

### **III. REQUIRED FINANCIAL INSTITUTION INFORMATION**

Please find the audited financial statements of Pilot Point Bancorp, Inc. and PointBank.

PointBank Hours of Operation:

#### **Lobby Hours**

9:00 AM – 4:00 PM Monday-Thursday

9:00 AM – 6:00 PM Friday

9:00 AM – 12:00 PM Saturday

#### **Drive-thru Hours**

7:30 AM – 6:00 PM Monday-Friday

9:00 AM – 1:00 PM Saturday

#### **Accessibility of Night Depository Services**

Located in each Drive-thru and available 24 hours per day

### **IV. REQUIRED BANKING SERVICES**

#### **A. Account Structure**

PointBank will provide a statement for each account which will include the daily balance and detail of each transaction as of the last day of each month at no cost to the Town of Lakewood Village.

#### **B. Online Banking**

PointBank will provide Online Banking services to include internet access for each account to include current and available balances and detailed reporting for each transaction at no cost to the Town of Lakewood Village.

C. Investment of Idle Funds and Safekeeping of Town Securities

PointBank accepts that all certificates of deposit bought by the Town will be bought on a competitive basis and that the Town has no obligation to invest its funds with or through PointBank.

D. Standard Disbursing Services

PointBank agrees to pay all checks upon presentation at no cost to the Town of Lakewood Village.

E. Standard Deposit Services

PointBank will provide immediate credit on all incoming wire transfers and U.S. Treasury checks upon receipt and all other checks based on PointBank's published availability schedule at no cost to the Town of Lakewood.

PointBank will accept deposits during regular banking in our lobbies as well as extended hours within our Drive-thru's.

Additionally, if more convenient for the Town of Lakewood, Night Deposit Services are available at each of PointBank's convenient banking locations.

F. Reporting and Account Analysis

PointBank will provide Account Analysis statements for each Town of Lakewood account on a timely basis should you request within four business days of the next month. PointBank is bidding for the services of the Town of Lakewood at no cost so the Analysis will ultimately show no cost to the Town of Lakewood.

G. Account Executive

PointBank will assign an account executive based upon the branch most convenient for the services to the Town of Lakewood. Dominika Davis, Branch Manager of Little Elm Branch Manager and include Linda Jones as a direct report also.

H. Overdraft, Stop Payments, and Charge-back Provisions

PointBank will provide Overdraft Protection and Stop Payment Services at no cost.

I. Collateralization of Deposits

PointBank will pledge bonds, to be held by an independent third party safekeeping institution, sufficient to cover a minimum of 102% of all anticipated time and demand deposits for the Town of Lakewood. PointBank will utilize The Independent Bankers Bank in Irving, Texas. All substitutions of collateral will be approved by the Town of Lakewood prior to execution.

J. Check Capture Services

PointBank will provide the necessary equipment and software for the Town of Lakewood to transmit electronic checks to PointBank in accordance with the Check 21 Act at no cost to the Town of Lakewood.

K. Other Services

PointBank will provide additional services as needed by the Town of Lakewood at no cost except for Outgoing domestic wires are \$20.00 per item and outgoing international wires are \$55.00 per item.

# **TOWN OF LAKEWOOD VILLAGE**

## **ORDINANCE \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, AMENDING SUBDIVISION ORDINANCE 20-05 TO ADD NEW SECTION 5.1 “PRELIMINARY STEPS” TO REQUIRE A MANDATORY PRE-SUBMITTAL MEETING AND SITE PLAN APPROVAL AND ADD NEW SECTION 8.3.E “DESIGN OF DRAINAGE FACILITIES”; PROVIDING A REPEALING CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR LEGAL RIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ESTOPPEL/WAIVER; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, on February 13, 2020, the Town Council of Town of Lakewood Village, Texas (“Town Council”) approved Subdivision Ordinance 20-05 to regulate subdivisions within the Town limits and its extraterritorial jurisdiction, as authorized by Chapter 212, Texas Local Government Code; and

**WHEREAS**, the Town Council desires to amend Subdivision Ordinance 20-05 to require a mandatory pre-submittal meeting with the Town prior to filing an application, require a site plan approval process prior to submitting a plat application, with exceptions, and require that drainage facilities and drainage structures adhere to the most current version of the Drainage Criteria and Design Manual of the Town of Little Elm, Texas; and

**WHEREAS**, the Town Council has conducted a public hearing and determined that the meeting at which this Ordinance is being adopted was open to the public and conducted according to applicable law; and

**WHEREAS**, the Town Council hereby finds and determines that the adoption of this Ordinance is in the best interests of the health, safety and welfare of the citizens of the Town.

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

**SECTION 1.** The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2.** Section 5.1 in Subdivision Ordinance 20-05 is hereby amended to read as follows:

### **5.1 PRELIMINARY STEPS**

#### **A. Pre-Submittal Meeting**

##### **1. Mandatory Meeting with Town**

Prior to the official submission of an application for review and consideration, the applicant(s) must request and attend a pre-submittal meeting with the Town.

## 2. Meeting Request

To schedule a pre-submittal meeting, the applicant shall make a request for a Pre-Submittal Meeting with the Town Secretary, and such request shall describe the type of development desired and/or the type of application that the applicant intends to submit. The applicant shall then be notified by the Town Secretary of the meeting time and place.

## 3. Vested Rights

There shall be no vested rights based on a pre-submittal meeting.

# B. Site Plan

## 1. Purpose

After the completion of a Pre-Submittal meeting, and prior to the official submission of an application for review and consideration in the Town's jurisdiction, the applicant(s) must comply with the following procedures for Site Plan approval. The purpose of the Site Plan process is to determine overall compliance with Town ordinances.

## 2. Application

The applicant shall submit an application for Site Plan that includes the following:

- a. proof of completion of a *Pre-Submittal Meeting* with Town Staff. This should include at a minimum written documentation from the Town as to the date of the meeting, completed Pre-Submittal Meeting Checklist and Attendees list;
- b. a completed and signed *Site Plan Checklist* found in the Town's Development Application Handbook; and
- c. three (3) copies of each required plans and supporting documents as defined in the Town's Development Application Handbook.

## 3. Action by Town Council

- a. The Town Council shall act within thirty (30) calendar days following the official submittal of the Site Plan application unless the applicant submits a Waiver of Right to 30-Day Action as outlined in section 5.3 INITIATION, COMPLETE APPLICATION & EXPIRATION. If no decision is rendered by the Town Council within the thirty (30) day period described above or such longer period as may be agreed upon, the Site Plan, as submitted, shall be deemed approved.
- b. Any one of the following actions will constitute a final action:

1. Approve the Site Plan;
  2. Approve the Site Plan with conditions; or
  3. Deny the Site Plan.
4. Exceptions
- a. A Site Plan is not required when a Minor Plat or Development Plat is submitted.
5. Criteria for Approval

The following criteria shall be used by the Town Council to determine whether the application for a Site Plan shall be approved, approved with conditions, or denied:

- a. The Site Plan is consistent with all zoning requirements for the property, including any applicable Planned Development zoning standards;
  - b. The proposed provision and configuration of public improvements including, but not limited to, roads, water, wastewater, storm drainage, park facilities, open spaces, habitat restoration, easements and rights-of-way are adequate to serve the development, meet applicable standards of this Subdivision Ordinance, and conform to the Town's adopted master plans for those facilities;
  - c. The Site Plan is in accordance with the Town's interlocal agreements with Denton County if the proposed development is located in whole or in part in the ETJ of the Town;
  - d. The Site Plan is consistent with the Comprehensive Plan, except where application of the Plan may conflict with State law.
  - e. The proposed development represented on the Site Plan does not endanger public health, safety or welfare.
6. Effect of Approval

Upon approval, the Town will issue a written statement indicating the Site Plan is approved and outlining the next steps in the application process.

7. Expiration

The approval of a Site Plan shall remain in effect for a period of two (2) years following the date of approval.

**SECTION 3.** Ordinance 20-05 is hereby amended to add Section 8.3.E to read as follows:

**8.3 DRAINAGE AND ENVIRONMENTAL STANDARDS**

...

E. Design of Drainage Facilities

The design of all drainage facilities and drainage structures shall adhere to the most currently adopted version of the Drainage Criteria and Design Manual of the City of Little Elm, Texas. A copy of the most current version shall be on file in the office of the Town Secretary.

**SECTION 4. Repealing Clause**

All ordinances or parts of ordinances in conflict with this provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the Town of Lakewood Village not in conflict with the provisions of this Ordinance shall remain in effect in full force and effect.

**SECTION 5. Penalty Clause**

1. Violation

A person who knowingly violates any provision of this chapter is guilty of a misdemeanor upon conviction. Each day any violation of this Ordinance shall continue shall constitute a separate offense. Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this ordinance.

2. Fine

Each offense is punishable by a fine of not more than two-thousand dollars (\$2,000) for violations of all ordinances that govern fire safety, zoning, or public health and sanitation including dumping of refuse and not to exceed five hundred dollars (\$500) for all other violations provided that no penalty shall be greater than the penalty provided for the same or similar offense under the laws of the state.

**SECTION 6. Legal Rights**

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

**SECTION 7. Severability**

1. Unconstitutional or Invalid Section

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

2. Independent Sections



The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

**SECTION 8. Estoppel/Waiver**

The failure of the Town to enforce any term or condition of this Ordinance shall not constitute a waiver or estoppel or any subsequent violation of this Ordinance.

**SECTION 9. Compliance Clause, Publication.** The Town Council finds, determines and declares that a sufficient written notice was posted and this Ordinance was passed in accordance with the Open Meetings Act. The City Secretary is instructed to publish this Ordinance in the Official Newspaper of the Town of Lakewood Village, Texas in the manner provided and for the time required by Section 52.011(a) of the Local Government Code which publication shall be sufficient if it contains the caption of this Ordinance and at which time this Ordinance takes effect.

**SECTION 10. Effective Date**

This Ordinance shall be effective immediately upon its passage and any publication required by law.

**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village, Texas this the 17th day of November, 2022.

---

Dr. Mark E. Vargus  
Mayor

**ATTESTED:**

---

Linda Ruth  
Town Administrator/Town Secretary

**TOWN OF LAKEWOOD VILLAGE  
HEATH DEPARTMENT ESTABLISHED  
ORDINANCE 22-XX**

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, ADOPTING FOOD ESTABLISHMENTS REGULATIONS AND ADOPTING PROVISIONS FOR THE REGULATION OF FOOD ESTABLISHMENTS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR THE ADOPTION OF TEXAS FOOD ESTABLISHMENTS RULES; PROVIDING DEFINITIONS; PROVIDING ENFORCEMENT PROVISIONS; ESTABLISHING CRITERIA FOR PERMITS AND EXCEPTIONS; PRESCRIBING PERMIT REQUIREMENTS; PROVIDING FOR THE SUSPENSION OF PERMITS; PROVIDING CRITERIA FOR THE REVOCATION OF PERMITS; ESTABLISHING PROVISIONS FOR THE INSPECTION OF FOOD ESTABLISHMENTS; PRESCRIBING CRITERIA FOR THE EXAMINATION AND CONDEMNATION OF FOOD; ESTABLISHING REQUIREMENTS FOR THE SUBMISSION AND REVIEW OF PLANS; PROVIDING REQUIREMENTS FOR A FOOD MANAGER; PRESCRIBING CRITERIA FOR SNOW CONE ESTABLISHMENTS; PROVIDING PROVISIONS FOR MOBILE UNITS; PROVIDING A CUMULATIVE REPEALER; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE, PROVIDING A SEVERABILITY CLAUSE, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Board of Health has supervision and control over all matters relating to the health of the citizens of Texas; and

**WHEREAS**, the Texas Board of Health has adopted rules to safeguard public health through the regulation of Food Establishments; and

**WHEREAS**, the Lakewood Village Town Council has determined that it is in the best interest of public health and safety to adopt this ordinance regarding the regulation of food establishments in order to govern in accord with rules adopted by the Texas Board of Health; and

**WHEREAS**, the Lakewood Village Town Council has determined the establishment of a local health department of the town is in the best interest of public health and safety, and that the department shall operate under the jurisdiction of the town council

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

## **Section 1.     Findings**

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

## **Section 2.     Adoption of Texas Food Establishments Rules**

The Town adopts in this Ordinance the rules entitled "Texas Food Establishments," 25 Texas Administrative Code, §229.161 - 229.171, and §229.173 - 229.175, as amended the "Rules"). The Rules are hereby adopted and incorporated herein as if the same were copied in their entirety in this Ordinance and all the provisions thereof shall be controlling within the Town.

## **Section 3.     Definitions**

The following words and terms, when used in this Ordinance, shall have the following meanings unless the context clearly indicates otherwise:

*Air barrier system.* A system that creates an air curtain to prevent drift or penetration of tobacco smoke from a smoking area to a nonsmoking area not allowing drift or penetration from the ceiling down to 24 inches above the floor.

*Air purification system.* An electrically powered, hospital grade, HEPA media filter that will clean all of the air in the designated smoking area every 15 minutes as follows: not less than 95 percent removal of three-tenths particulates efficiency including dust, smoke, pollen, mold spores, bacteria, tobacco smoke, viruses and allergens and not less than 95 percent removal of gases, vapors, volatile organic compounds (VOC) and odors.

*Air ventilation system.* An HVAC system designed by a licensed professional engineer to meet the requirements of the town mechanical code.

*Bed and Breakfast Limited Facility.* Any single-family residential dwelling, whether owned by a natural person or any legal entity in which the innkeeper resides, offering overnight lodging and breakfast included in the fee.

*Beverage.* A liquid for drinking, including water.

*Childcare center.* Any facility licensed by the regulatory authority to receive thirteen (13) or more children for childcare and that prepares food for on-site consumption.

*Comminuted.* Reduced in size by methods including chopping, flaking, grinding or mincing. The term includes fish or meat products that are reduced in size and restructured or reformulated such as gefilte fish, gyros, ground beef and sausage; and a mixture of two or more types of meat that have been reduced in size and combined, such as sausages made from two or more meats.

Commissary. A catering establishment, restaurant or any other place in which food, food containers, or food supplies are kept, handled, prepared, packaged or stored. Commissary shall not mean a residential kitchen, but constitutes a commercial food service operation that is operated and maintained pursuant to state rules and regulations.

Consumer. A person who is a member of the public, takes possession of food, is not functioning in the capacity of an operator of a food establishment or food processing plant, and does not offer the food for resale.

Critical violation. Critical items as defined on the food service establishment inspection report, distributed by the department of state health services, with a demerit weight of four (4) or five (5) and requiring immediate attention.

Drinking water. Water that meets the standards of 30 Texas Administrative Code, sections 290.101–290.121 (relating to Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems). The term is traditionally known as “potable water” and includes the term “water” except where the term connotes that the water is not potable, such as “boiler,” “mop water,” “rain,” or “waste” water, and “nondrinking” water.

Designated smoking area. An area which shall not exceed 50 percent of the net floor area and is equipped with a separate air purification system or a separate air ventilation system and having a physical barrier or air barrier system between it and the nonsmoking area.

Director of health. The employee, official, or agency designated by the mayor to enforce and administer this division.

Eating establishment. Any place where food is served for on-premises consumption and which is accessible by the public or a substantial group of the public.

Enclosed. Closed in by a roof and walls with appropriate openings for ingress and egress.

Extensive remodeling. The remodeling of a twenty percent (20%) or greater area of a food establishment, which necessitates obtaining a permit prior to performing any remodeling.

Follow-up inspection. Any inspection, other than a routine inspection or full follow-up reinspection, of a permitted food establishment, after notice has been given to the establishment to correct a violation, conducted to document that the violation has been corrected.

Food. Raw, cooked or processed edible substance, ice, beverage or ingredient used or intended for use or for sale in whole or in part for human consumption.

Food-borne illness. Diseases, usually either infectious or toxic in nature, caused by agents that enter the body through the ingestion of food.

*Food-contact surface.* A surface of equipment or utensil with which food normally comes into contact; or a surface of equipment or utensil from which food may drain, drip, or splash into a food, or onto a surface normally in contact with food.

*Food establishment or establishment.* A restaurant, cafe, taqueria, dining room, grocery store, meat market, soft drink stand, hamburger stand, ice cream wagon, commissary, day care center or any place where food or drink for human consumption is offered for sale, given in exchange or given away, including temporary food establishments and mobile units. The term includes an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority; a restaurant; a grocery store; an operation that is conducted in a mobile, roadside, stationary, temporary, or permanent facility where consumption is on or off the premises; and regardless of whether there is a charge for the food.

The term does not include the following operations and establishments, provided that the operations do not expose the public to a substantial and imminent health hazard as determined by the town health officer:

- (1) An establishment that offers only prepackaged foods that are not potentially hazardous; a produce stand that only offers whole, uncut fresh fruits and vegetables; a food processing plant; a bed and breakfast limited facility as defined in these rules; or a private home.
- (2) An organization that serves only its own membership and immediate guests or other structured groups of persons who gather occasionally for fellowship and society that provide the food from amongst their membership;
- (3) The sale, distribution or service of food at an event, party or other special gathering that is not open to persons other than the members or invited guests of the sponsor, provided that there is no public advertisement of the event, public solicitation of funds at or for the event, or participation by the general public in the event.

*Food establishment permit or permit.* The permit issued to a food establishment to operate within the town.

*Food manager.* A person who has shown proficiency of required information through passing a test that is part of a food protection management program accredited by the department of state health services, pursuant to 25 Texas Administrative Code, section 229.172, and has responded correctly to questions as they relate to specific food operations.

*Food products establishment.* Any restaurant, coffee shop, cafeteria, luncheonette, tavern, cocktail lounge, sandwich stand, soda fountain, private and public school cafeteria or eating establishment, and any other eating establishment, organization, club, boardinghouse, or guesthouse which gives or offers for sale food to the public, guests, patrons or employees, as well as kitchens in which food is prepared on the premises for serving elsewhere, including catering facilities. Other food product establishments include grocery stores and food markets, not including those outdoors.

Full follow-up reinspection. A complete inspection of a permitted food establishment, which takes place after a full routine inspection that resulted in a rating in which the cumulative demerit value of the establishment exceeded thirty (30) demerits.

Group residence. A private or public housing corporation or institutional facility that provides living quarters and meals. The term includes a domicile for unrelated persons, such as a retirement home, correctional facility, or a long-term health care facility.

Health code. Refers to the Texas Food Establishments, 25 Texas Administrative Code, sections 229.161–229.171, and 229.173–229.175, as amended.

Imminent health hazard. A significant threat or danger to health that is considered to exist when there is evidence sufficient to show that a product, practice, circumstance, or event creates a situation that requires immediate correction or cessation of operation to prevent injury based on the number of potential injuries and the nature, severity, and duration of the anticipated injury.

Law. Federal, state and local statutes, ordinances and regulations.

Mayor. The Mayor of the Town of Lakewood Village, Texas, or the mayor’s designee.

Mobile unit. A vehicle-mounted food establishment or a food establishment pulled behind a vehicle so as to be readily moveable.

Net floor area. The floor area of the interior of the establishment normally utilized and accessible by patrons and/or the general public, and as determined by the town building official pursuant to the town building code.

Nonprofit organization. A civic or fraternal organization, charity, lodge, association, proprietorship, or corporation possessing an Internal Revenue Code, section 501(c)(3) exemption; or a religious organization meeting the definition of “church” under the Internal Revenue Code, section 170(b)(1)(A)(i).

Packaged. Bottled, canned, cartoned, securely bagged or securely wrapped, whether packaged in a food establishment or a food processing plant. The term does not include a wrapper, carry-out box or other nondurable container used to containerize food with the purpose of facilitating food protection during service and receipt of the food by the consumer.

Permit. The document, issued by the regulatory authority, which authorizes a person to operate a food establishment.

Permit holder. The entity that is legally responsible for the operation of the food establishment such as the owner, the owner's agent, or other person; and who possesses a valid permit to operate a food establishment.

Person. Any individual, partnership, corporation, association or other legal entity.

Person in charge. The person present in a food establishment who is the apparent supervisor of the food establishment at the time of inspection. If no person is the apparent supervisor, then any employee present is the person in charge.

Physical barrier. A barrier that will form an effective membrane continuous from outside wall to outside wall, from a smoke barrier to a smoke barrier, from floor to floor or roof above, or a combination thereof, including continuity through all concealed spaces, such as above suspended ceilings, and interstitial structural and mechanical spaces. Transfer grilles, louvers and similar openings shall not be used in these partitions. Self-closing, tightfitting doors are permitted in such barriers.

Plumbing fixture. A receptacle or device that is permanently or temporarily connected to the water distribution system of the premises and demands a supply of water from the system or discharges used water, waste materials, or sewage directly or indirectly to the drainage system of the premises.

Plumbing system. The water supply and distribution pipes; plumbing fixtures and traps; soil, waste, and vent pipes; sanitary and storm sewers and building drains, including their respective connections, devices, and appurtenances within the premises; and water-treating equipment.

Potentially hazardous food. Food that is natural or synthetic and that requires temperature control because it is in a form capable of supporting the rapid and progressive growth of infectious or toxigenic microorganisms; the growth and toxin production of clostridium botulinum; or, in raw shell eggs, the growth of salmonella enteritidis.

Premises. The physical facility, its contents, and the contiguous land or property under the control of the permit holder; or the physical facility, its contents, and the contiguous land or property and its facilities and contents that are under the control of the permit holder that may impact food establishment personnel, facilities, or operations, if a food establishment is only one component of a larger operation such as a health care facility, hotel, motel, school, recreational camp, or prison.

Public area. Any enclosed indoor area that is open to or is used by the general public, and includes, but is not limited to: retail stores, grocery stores, offices, professional, commercial, or financial establishments, restaurants, public and private institutions of education, health care facilities, nursing and convalescent homes, residential treatment facilities, and buildings owned or occupied by political subdivisions.

Public business. Any deliberation between a quorum of members of any board, commission, department, committee or agency within the executive or legislative department of the state, or the town council, or any board or commission of the town, at which any public business or public policy is discussed or considered or at which any formal action is taken.

Public place. Any place to which the public or a substantial group of the public has access.

Public water system. Has the meaning stated in 30 Texas Administrative Code, sections 290.101–290.121 (relating to Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems).

Pushcart. A non self-propelled mobile food unit limited to serving non potentially hazardous food or potentially hazardous foods requiring a limited amount of preparation as authorized by the regulatory authority. A pushcart is classified as a mobile food establishment.

Ready-to-eat food. Food that is in a form that is edible without washing, cooking, or additional preparation by the food establishment or the consumer and that is reasonably expected to be consumed in that form. The term includes unpackaged potentially hazardous food that is cooked to the temperature and time required for the specific food under 25 Texas Administrative Code, section 229.164(k) (relating to food); raw, washed, cut fruits and vegetables; whole, raw fruits and vegetables that are presented for consumption without the need for further washing, such as at a buffet; and other food presented for consumption for which further washing or cooking is not required and from which rinds, peels, husks, or shells are removed.

Regulatory authority. The State of Texas and/or the Town of Lakewood Village, Texas.

Retail and service establishment. Any establishment that sells goods or services to the general public.

Routine inspection. An unannounced inspection conducted of a permitted food establishment to determine the compliance of the establishment with the provisions of this ordinance.

Rules. The rules of the department of state health services, entitled “Texas Food Establishments,” 25 Texas Administrative Code, sections 229.161–229.171, and 229.173–229.175, as amended.

Sanitization. The application of cumulative heat or chemicals on cleaned food-contact surfaces that, when evaluated for efficacy, yield a reduction of five (5) logs, which is equal to a 99.999% reduction of representative disease microorganisms of public health importance.

Service line or waiting area. An indoor line or area where persons await service of any kind, regardless of whether or not such service involves exchange of money. Such service shall include, but is not limited to, sales, giving of information, directions or advice, and transfers of money or goods.

Sewage. Liquid waste containing animal or vegetable matter in suspension or solution and which may include liquids containing chemicals in solution.

Smoke or smoking. The carrying or holding of a pipe, cigar or cigarette of any kind which is burning, or the igniting of a pipe, cigar or cigarette of any kind which is burning.

Special event. 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 less than fourteen (14) days.



Stand. 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 a vendor or peddler. Such stands must be located at least ten (10) feet away from all other property lines adjacent to a street.

Stationary cart. A food unit that serves only pre-packaged foods or foods requiring minimal preparation or handling from a cart that remains stationary at one location.

Supervisory personnel. The permit holder, the individual having supervisory or management duties, and any other person working in a food establishment who may be in charge of its operation.

Temporary food establishment. A food establishment that operates at a fixed location for a period of no more than fourteen (14) days in conjunction with a single event or celebration.

Tobacco product. A cigarette, cheroot, stogie, cigar, snuff, smoking tobacco, chewing tobacco and any article or product made of tobacco or a tobacco substitute.

Tobacco shop. A retail establishment with annual gross revenues of at least 50 percent from the sale of tobacco products and smoking accessories.

Town health officer. The person(s) employed by or with whom the town has a contract to provide inspection and other services necessary for the administration and enforcement of the rules and ordinances regulating food establishments and the service and/or sale of food within the town.

Vending machine. A self-service device that, upon insertion of a coin, paper currency, token, card or key, dispenses unit servings of food in bulk or in packages without the necessity of replenishing the device between each vending operation.

Vendor. Any individual who offers food, beverages, goods, merchandise, or services from a certain location, for a period of more than fifteen (15) minutes, that 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 and also display, serve, or sell food, beverages, goods, merchandise, etc. outside.

#### **Section 4.     Enforcement**

The Mayor or his designee is responsible for the enforcement of the Rules and the provisions of this Ordinance.

#### **Section 5.     Permits and Exceptions**

- A. No Person shall operate a food establishment who does not have a valid permit issued by the regulatory authority. Only a person who complies with the requirements of this Ordinance shall be entitled to receive or retain a permit. A valid permit shall be posted and visible to the public in every food establishment. Permits are not transferable from one person to another or from one location to another except as otherwise permitted by this Ordinance.

B. The following are exempt from the permitting process:

- a. an establishment that offers only prepackaged foods that are not potentially hazardous; a produce stand that only offers whole, uncut fresh fruits and vegetables; a food processing plant; a Bed and Breakfast Limited facility as defined in these rules; or a private home.
- b. an organization that serves only its own membership and immediate guests or other structured groups of persons who gather occasionally for fellowship and society that provide the food from amongst their membership;
- c. the sale, distribution or service of food at an event, party or other special gathering that is not open to persons other than the members or invited guests of the sponsor, provided that there is no public advertisement of the event, public solicitation of funds at or for the event, or participation by the general public in the event.

## **Section 6. Permit Requirements**

A. Permit requirements to operate a food establishment

- a. A person commits an offense if the person sells, offers to sell, gives away, trades, or otherwise conveys food to the public or operates a food establishment within the Town, without having first obtained a food establishment permit issued by the regulatory authority.
- b. A person commits an offense if the person operates a food establishment in violation of the Rules or this Ordinance.

B. Issuance of Permits

- a. A person desiring to operate a food establishment shall make written application for a permit on forms provided by the Town. The application shall include:
  - i. The applicant's full name and street address and whether such applicant is an individual, firm, corporation or partnership. If the applicant is a partnership, the names of the partners, together with their addresses shall be included;
  - ii. The location and type of proposed food establishment;
  - iii. The signature of the applicant or applicants, or agents;
  - iv. Copy of the valid driver's license or other state identification card of the applicant or the applicant's agent;

- v. Copy of valid food manager' s certificate; and
  - vi. Such other information as the Director deems necessary.
- b. A mobile unit, or temporary food establishment which operates from a fixed food facility or commissary located outside the Town, shall include with the completed application a copy of the facility' s current, valid state and /or local health permit.
  - c. Prior to approval of an application for an existing, proposed or extensively remodeled food establishment, the Town Health Officer shall review all available documentation for such establishment to insure compliance with the Rules and this Ordinance. An application for a permit shall be denied if any part of the application is improperly or erroneously completed, or if any part of the required documentation is not properly submitted. A person whose application is denied may appeal the denial in accordance with the provisions of Section 8 of this Ordinance.
  - d. If a single building or establishment contains multiple, separate, distinct food operations, regardless of whether one or all of the operations are owned or operated by one or more individuals or entities, a separate food establishment permit and payment of a separate permit fee shall be required for each operation

C. Permit Fee and Duration

- a. Except as set forth in Subsection 3 of this section, each food establishment operating within the corporate limits of the Town shall pay the permit fee to the Town as provided in the Comprehensive Fee Ordinance at the time of application.
- b. With the exception of temporary or special events, a permit shall remain in force for one year from the date of issuance unless suspended or revoked for cause as provided herein.

**Section 7. Suspension of Permit**

A. Order of Suspension

- a. The Town Health Officer shall notify the permit holder, operator, or person in charge of the food establishment at the time of inspection, in writing, that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if the permit holder submits a written request for a hearing within ten ( 10) days. The hearing shall be held in accordance with Section 8 of this Ordinance. Notwithstanding the other provisions of this Ordinance, whenever the Town finds unsanitary or other conditions in the operation of a food establishment that constitute a substantial hazard to the public health, a written notice may be issued to the permit holder, operator or person in charge citing such condition, specifying the corrective action to be taken, and specifying the time period within

which such action shall be taken. If necessary, the order may state that the permit is immediately suspended and all food operations are to be immediately discontinued.

- b. If a permit holder, operator, or person in charge has failed to correct a violation of this Ordinance after receiving two ( 2) written notices for the same violation, whether noted during a routine inspection or re- inspection, the Town Health Officer may suspend the food establishment permit. Suspension may be appealed in accordance with Section 8 of this Ordinance.

#### B. Sign Required

If a permit is suspended, a sign stating " Closed by Order of the Town of Lakewood Village Health Officer" shall be placed on the entrance to the food establishment in plain view of the public. A person commits an offense if the person removes, covers, alters, defaces, or otherwise makes or causes such sign to be unreadable.

#### C. Reinstatement of Suspended Permit

A person whose food establishment permit has been suspended may, at any time, make written application for a re- inspection for the purpose of reinstating the permit. The application shall include, a statement signed by the applicant, stating the conditions causing suspension of the permit have been corrected, and how each has been corrected. A re- inspection shall be made. If upon reinspection, the food establishment is found to be in compliance with the requirements of this Ordinance, the Town Health Officer shall reinstate the permit upon payment of the reinstatement fee as per the Town's Consolidated Fee Ordinance.

### **Section 8.     Revocation of Permit**

- A. The Mayor or his designee may revoke a food establishment permit if the permit holder has received two ( 2) written notices for the same critical violation( s) or for repeated violations of any of the requirements of this Ordinance, or for interference with the Town Health Officer in the performance of his or her duties. Prior to such action, the Town shall notify the permit holder in writing, stating the reasons for which the permit is subject to revocation, and advising that the permit shall be permanently revoked at the end of ten ( 10) days following service of such notice, unless the permit holder files a written request for an appeal with the Town Administrator, within such ten ( 10) day period, which shall state the reasons the revocation is not authorized. A permit may be suspended pending its revocation or a hearing relative thereto.

#### B. Appeal Hearing

If requested, an appeal hearing shall be conducted by the Lakewood Village Town Council. Such hearing shall be an administrative hearing and shall be conducted within twenty (20) days of the date that the appeal is filed with the Town. The town council shall make a

finding and shall sustain, modify or rescind any official notice or order considered in the hearing.

## **Section 9.     Inspection of Food Establishments**

### **A. Inspection Frequency**

An inspection of a food establishment shall be performed a minimum of twice a year for food services, daycares, mobile vendors, and schools; a minimum of once a year for seasonal businesses; and as needed for complaints, court appearances, reinspections, and other food related occasions. Additional inspections of the food establishment shall be performed as often as necessary for the enforcement of the Rules, this Ordinance, other applicable law, and upon request.

### **B. Fee**

The cost of two annual inspections is included in the permit fee. Fees for reinspections or investigative or valid complaint- oriented inspections are outlined in Subsection G.

### **C. Right of Entry**

As a condition of the food establishment permit, the Town Health Officer or Town Administrator, after presenting proper identification, shall be allowed to enter any permitted food establishment at any reasonable time, for the purpose of making inspections to determine compliance this Ordinance. The agent shall be permitted to examine the records of the establishment to obtain information pertaining to employees or to food and supplies purchased, received, or used.

### **D. Findings**

Whenever an inspection of a food establishment or commissary is made, the Town Health Officer shall record the findings on an inspection report form. The inspection report form shall summarize the requirements of the Rules and of this Ordinance and shall set forth a weighted point value for each requirement. Inspection remarks shall reference, by section number, the section violated and shall state the correction to be made. The rating score of the food establishment shall be the total of the weighted point values for all violations, subtracted from one hundred ( 100).

### **E. Report**

A copy of the inspection report form shall be furnished to the person in charge of the food establishment at the conclusion of the inspection. The completed inspection report form is public information that shall be made available for public disclosure to any person who requests it in accordance with applicable law.

### **F. Posting of Finding**



a. Posting

The findings, or score, of the Town Health Officer must be posted in an area that is clearly visible to patrons and the public, at or near each entrance to the restaurant. The grade of each restaurant shall be evidenced by the posting of a grade card bearing a letter, " A", " B ", " C ", or D ". The letter " A" shall indicate a grade of ninety percent or higher. The letter " B" shall indicate a grade of less than ninety percent, but not less than eighty percent. The letter " C" shall indicate a grade of less than eighty percent. The letter " D" shall indicate a grade less than seventy percent. The grade / score card must remain posted until the next inspection, when the inspector will issue a new scorecard. Removal of the grade / score card is a violation of the ordinance and may result in the suspension or revocation of the public health.

b. Providing of Scorecard

The score card shall be provided by the Town Health Officer. Grade A cards shall be printed on blue paper, Grade B cards on green paper, Grade C cards on yellow paper, and Grade D on red paper all with black lettering. The language of the grade cards shall be worded, as follows:

THIS ESTABLISHMENT HAS COMPLIED WITH  
FOOD ESTABLISHMENT REGULATIONS  
REQUIREMENTS FOR  
GRADE \_\_\_\_  
TOWN OF LAKEWOOD VILLAGE  
PENALTY FOR REMOVAL

G. Reinspection Fee

a. Follow-Up Inspection

If a follow -up inspection of a food establishment is required by the Town Health Officer to verify correction of a violation, a re- inspection fee shall be paid to the Town by the food establishment prior to the follow -up inspection being conducted. If an investigative inspection is conducted by the Town Health Officer based on a valid complaint, an inspection fee shall be paid by the food establishment to the Town within seventy -two ( 72) hours of the complaint oriented inspection. Fees for follow -up inspections or investigative or valid complaint- oriented inspections are outlined in the Lakewood Village Comprehensive Fee Ordinance. A permit shall not be renewed unless the permit holder has paid all fees previously assessed.

b. Multiple Violations

If a routine inspection of a food establishment reveals serious, multiple violations in food safety or overall level of sanitation as identified in the inspection report, a full follow up re- inspection will be conducted of the food establishment to verify

correction of the existing condition. In this instance, a fee of 50 percent ( 50 %) of the food establishment' s annual permit fee shall be submitted to the Town, along with a signed letter stating that each identified violation is corrected, and the method of correction, prior to the scheduled date of re- inspection.

#### H. Failure to Pay

Failure to pay the required re- inspection fee( s) or to timely remedy all violations shall result in the immediate suspension of the establishment' s permit, and the food establishment shall be ordered to cease operation immediately. The food establishment shall remain closed until the violation( s) are corrected, all required fees are paid, and a re- inspection is conducted to verify that the violations are corrected.

#### I. Correction of Violations

##### a. Correction Periods

The inspection report form shall specify a reasonable period of time for the correction of the violations found, and correction of the violations shall be accomplished within the period specified in accordance with the following provisions:

- i. If an imminent health hazard exists such as complete lack of refrigeration or sewage backup into the food establishment, the establishment shall immediately cease food service operations. Operations shall not be resumed until all violations are corrected and operations are authorized by the Town.
- ii. All violations of four- (4) or five- ( 5) point weighted items shall be corrected as soon as possible; but, in any event, within ten ( 10) days following inspection, the holder of the permit, license, or certificate shall submit a written report to the regulatory authority stating that four- ( 4) or five- ( 5) point violations have been corrected. A follow -up inspection shall be conducted to confirm correction.
- iii. All one ( 1) or two ( 2) point weighted items shall be corrected within the time frame specified by the Town Health Officer listed on the inspection report.
- iv. The restaurant or facility manager will be required to write a letter to the Town within 10 days of the required correction stating how and when each deficiency was corrected. This letter will be kept in the inspection file.
- i. Food establishments with an overall score under 70 or with one critical violation fail the inspection and require a follow -up inspection. Corrections and re- inspection must occur within 10 days. If the follow -up inspection

finds uncorrected critical items, the Town may close the restaurant until corrections are made.

b. Contents

The inspection report shall state that failure to comply with any time limits specified for corrections may result in suspension or the cessation of food service operations. An opportunity for appeal from the inspection findings and time limitations will be provided if a written request for a hearing is filed with the Town Administrator within ten ( 10) days following suspension. If a request for a hearing is received, the Town Council shall hold a hearing within twenty (20) days of receipt of the request.

c. Closure

Whenever a food establishment is required under the provisions of this section to cease operations, it shall not resume operations until such time as a re- inspection determines that conditions responsible for the requirement to cease operations no longer exist. Opportunity for reinspection shall be offered within a reasonable time given the applicable deadlines for correcting violations.

**Section 10. Examination and Condemnation of Food**

A. Hold Order

- B. The Town Health Officer, Mayor, or his designee, may examine or sample food as often as necessary for enforcement of this Ordinance and any other applicable law. The Town Health Officer, Mayor or his designee may, upon written notice to the owner or person in charge specify with particularity the reasons therefore, place a hold order on any Food, which he or she believes is in violation of any provision of this Ordinance and any other applicable law. The Town Health Officer, Mayor, or his designee or other regulatory authority shall tag, label, or otherwise identify any food subject to the hold order. No Food subject to a hold order shall be used, served or moved from the Establishment prior to a hearing. The Town Health Officer, Mayor, or his designee shall allow storage of the food under conditions specified in the hold order, unless storage is not possible without risk to the public health, in which case immediate destruction shall be ordered and accomplished.

C. Hearing

The hold order shall state that a request for hearing may be filed within ten (10) days and that if no hearing is requested the food shall be destroyed. The municipal court judge shall hold an administrative hearing if so requested, and on the basis of evidence produced at that hearing, the hold order may be vacated, or the owner or person in charge of the food may be directed by written order to denature or destroy such food or to bring it into compliance with the provisions of this ordinance.

D. Procedure when infection is suspected.

When the town health officer, mayor, or his designee has reasonable cause to suspect the possibility of disease transmission from any food establishment employee, he or she may secure morbidity history of the suspected employee or make any other investigation as may be indicated and shall take appropriate action. In this instance, the town health officer, mayor, or his designee may require any or all of the following measures:

- a. The immediate exclusion of the employee from all food establishments;
- b. The immediate closing of the food establishment concerned until, in the opinion of the town health officer, mayor, or his designee, no further danger of disease outbreak exists;
- c. Restriction of the employee's services to some area of the food establishment in which no danger exists for transmission of the disease; and
- d. Adequate medical and laboratory examination of the employee, of other employees and of his/her and their bodily discharges, at the food establishment's expense.

**Section 11. Submission and review of plans required**

A. Requirements

A person commits an offense if the person:

- a. Constructs a food establishment without submitting plans and specifications for such construction, remodeling, or conversion to the town health officer, mayor, or his designee for review and approval before construction begins;
- b. Extensively remodels a food establishment without submitting plans and specifications for such remodeling to the town health officer, mayor, or his designee for review and approval before remodeling; or
- c. Converts an existing structure to a food establishment without submitting properly prepared plans and specifications for the conversion to the town health officer, mayor, or his designee for review and approval before conversion begins.

B. Plans

The plans and specifications shall indicate the proposed layout of the facility, arrangement of all intended equipment, mechanical plans, and types of construction materials and finish schedules for all areas, and the type and model of all proposed equipment to be installed. The town health officer, mayor, or his designee shall review and approve the plans and specifications to determine if they meet the requirements of this ordinance.

C. Compliance with code

No food establishment shall be constructed, extensively remodeled or converted except in accordance with plans and specifications approved by the town health officer, mayor, or his designee. Food establishment owners/operators as well as all general contractors and subcontractors, shall ensure during plan review, construction, and operation that their facilities comply with all applicable town plumbing, mechanical, electrical, building, zoning, and fire prevention and protection codes. All properly prepared plans and specifications shall be submitted to the regulatory authority for review and approval before construction, remodeling or conversion is begun.

D. Permit

A building permit to begin construction shall not be issued until the town has reviewed and approved the plans and specifications for the proposed construction.

E. Approved materials

Only commercial-quality equipment, utensils, and materials that meet or exceed current accepted National Sanitation Foundation (NSF) standards, or their equivalent, will be approved for installation and use.

F. Inspections

The town health officer, mayor, or his designee shall conduct one or more inspections of the food establishment prior to the start of operations to determine compliance with the approved plans and specifications, the requirements of this section, this ordinance, and any other applicable law.

G. Closure

If, upon inspection at any time, the food establishment is found not to be constructed in accordance with approved plans, and/or any fixed equipment has been added or removed without prior approval by the town, the town health officer, mayor, or his designee shall order the establishment to cease operation immediately, and to replace or remove the equipment in question, before resuming operation.

H. Fee

I. A fee as provided for in the Town of Lakewood Village Comprehensive Fee Ordinance shall be paid by the food establishment for the review of plans.

**Section 12    Food Manager**

A. Requirement

The town requires that at least one certified food manager to be on-site during all hours of operation. A person commits an offense if the person owns, manages or operates a food establishment and fails to employ at least one person in charge who is on site during all hours of operation of that food establishment; who is responsible for food preparation, presentation, sales and service; and who has a valid food manager certificate issued by or through the department of state health services.

Exception: Establishments which have fewer than three (3) employees are not required to have at least one certified food manager on site at all times.

B. Additional managers

- a. The town may require additional certified food managers in sufficient number to insure that all areas of food preparation, presentation, sales and service, during times of operation are under the direction of certified supervisory personnel.
- b. A person commits an offense if the person owns, manages or operates a food establishment and allows said establishment to operate with fewer than the required number of certified food managers.

C. Replacement required

A person commits an offense if the person owns, manages or operates a food establishment and fails to:

- a. Provide the town written notice within seven (7) days of the effective date of termination or permanent transfer of the certified food manager;
- b. Employ or assign another registered food manager within thirty (30) days of the effective date of termination or permanent transfer of the previous certified food manager.

D. Additional training

The town health officer, mayor, or his designee may require a registered food manager to successfully complete additional training when:

- a. The employing food establishment has repeated or persistent violations of health code requirements and effective corrective action has not been instituted over a period of time as instructed by the town health officer, mayor, or his designee; or
- b. The employing food establishment has been implicated by the regulatory authority as the source of a food-borne illness.

E. Evidence of certification



- a. During those times a food manager is on duty at a food establishment, the food manager must possess evidence of current valid certification.
  - b. The food manager's certificate shall be prominently posted in the permitted establishment.
  - c. A food manager certificate is not transferable.
- F. Responsibilities of food managers  
A food manager shall be responsible for adequate instruction of the employees of the food establishment for which the food manager works to ensure and maintain safe food handling practices within the establishment.
- G. Exemption from requirements
  - a. The town health officer, mayor, or his designee may waive the requirements of this section for:
    - i. Food establishments that serve, sell, or distribute only prepackaged foods, and/or open foods that are not potentially hazardous; and/or
    - ii. Temporary food establishments, special facilities and/or events.
    - iii. Establishments serving only fountain drinks, coffee, popcorn, and/or snow cones;
    - iv. Food warehouses/wholesalers.
    - v. Public school food service workers who attend accredited training courses.
  - b. The town health officer, mayor, or his designee may require the manager of a food establishment exempted under subsection (1) to comply with the food manager's certification requirements if critical food safety violations are observed, or, in the judgment of the town health officer, mayor, or his designee, the nature of the operation requires such certification.

### **Section 13. Stationary cart establishments**

#### **A. Permit requirements for stationary cart establishments**

A person commits an offense if the person:

- a. Operates a stationary cart establishment out of a temporary building without a food establishment permit issued by the town; or

- b. Operates a stationary cart establishment in violation of the requirements of Section 6 of this ordinance.

B. Direction

Unless suspended or revoked under the provisions of this ordinance, a permit for a stationary cart establishment shall be valid for a period of twelve (12) months from the date of issuance, which may be renewed annually.

C. Revocation and appeal

A permit is subject to revocation in accordance with the procedures set forth in Section 8 of this ordinance, for violations of the provisions of this ordinance. A revoked permit is subject to appeal in accordance with the provisions of Section 8 or other applicable provisions of this ordinance, or other local, state or federal law.

D. Fee

An applicant shall pay a permit fee at the time of application in accordance with the Lakewood Village Consolidated Fee Ordinance.

E. Special requirements for stationary cart establishments

A person who operates a stationary cart establishment shall:

- a. Prepare or offer for sale only hot dogs, ice cream, coffee, fresh produce, such related foods, an/or commercially prepackaged non-potentially hazardous foods and all products must come from an approved source, as defined by state law;
- b. Not serve or utilize potentially hazardous foods, toppings, or flavorings, as defined by the rules; and
- c. Have a permitted commissary as a base of operations. This commissary is to provide:
  - i. Storage for food products and single service articles;
  - ii. Utensil washing facilities; and
  - iii. Site for obtaining potable water and disposing of wastewater.

F. Sink Requirements

- a. A stationary cart shall contain a hand sink with hot and cold running water, dispensable soap, and disposable towels. The water must be under pressure, and water must be heated to a minimum of 105 degrees Fahrenheit. A mixing valve in good working condition must be available.

- b. All carts with utensils must provide a three-compartment sink for washing, rinsing, and sanitizing of utensils. If a three-compartment sink is provided on the cart that is of sufficient size to accommodate all of the utensils and equipment, no additional utensil wash sink is required at the commissary. Otherwise, the commissary must provide a three-compartment sink in addition to the hand sink.
- c. The commissary must provide at least a single-compartment utility sink for cleaning the cart and for providing water and wastewater disposal.
- d. Carts that sell only pre-packaged potentially hazardous foods, such as ice cream, are not required to provide a hand sink or utensil sinks.

G. Construction

- a. Carts must be constructed of smooth, easy-to-clean materials such as stainless steel, fiberglass reinforced plastic panels or other approved water-resistant materials. The bottom of the cart must be at least six (6) inches above the ground.
- b. Electrical cords must not extend beyond six (6) feet, and must be installed so as not to be a safety hazard.
- c. The design of carts with cooking or grilling equipment is subject to the approval of the town's department of public safety and the town's building official.
- d. The stationary cart must have overhead protection, including, but not limited to, an umbrella, to protect the food and equipment from contamination.

H. Potable water tanks/retention tanks

- a. For carts with a hand sink only, at least four (4) gallons of water must be provided.
- b. For carts with utensil wash sinks, at least nine (9) gallons of potable water must be provided.
- c. For carts using water for preparation, such as coffee carts, additional water may be required but will not be calculated in determining retention tank requirements.
- d. All hoses used for potable water must be made for that purpose (white or clear).
- e. All potable water tanks must be located and installed in such a way as to prevent any cross contamination.
- f. A capacity of at least fifteen percent (15%) more than the available water is required for the retention tanks.

- g. The retention tanks must be easy to service with the top closed, except that the top is not required to be closed as the fill line is filling the tank.
- h. The owner must bring the required amount of water at the time of the permitting inspection in order to measure the size of the tanks. Permits will not be issued to carts requiring hand sinks unless the tanks are filled in front of the health inspector during the time of the permitting inspection.

#### I. Operations

- a. The stationary cart owner must provide the town with a letter from the owner/director of the business in which the cart will be located that grants permission to the owner of the stationary cart to operate on the premises.
- b. All foods that are to be sold must be stated on the application. A stationary cart is limited to serving pre-packaged foods or foods requiring minimal preparation. Preparation of potentially hazardous foods is limited to items such as hot dogs or nachos. Only foods approved by the director may be sold.
- c. Food temperature requirements as required by the health ordinance for cooking, holding, and reheating must be met.
- d. Food handlers must minimize contact with ready-to-eat foods by the use of utensils, tongs, spoons, deli tissues, or gloves and must thoroughly wash hands as required by the health ordinance. Any employee who directly handles food must use sanitizing gel after thoroughly washing their hands. If food is handled with bare hands, a bare hand contact policy must be filed with the town health officer.
- e. Food carts must be located within three hundred (300) feet of approved restroom facilities. Operators must have written permission from the restroom owner or person in charge to utilize the restroom facilities.
- f. All wastewater must be disposed into the sanitary sewer.

#### J. Refrigeration/hot holding

- a. All potentially hazardous foods requiring refrigeration must be stored in a mechanical refrigerator located on the cart. Additional refrigeration may be required at the commissary to maintain product temperature. A numerically scaled thermometer must be located in each refrigeration and freezer unit that is accurate to +/- 2 degrees Fahrenheit. During cold holding, all potentially hazardous food must be maintained at 41 degrees Fahrenheit or below.
- b. All potentially hazardous foods requiring hot holding must provide mechanical devices that will maintain the required temperature of 140 degrees Fahrenheit or above. A numerically scaled thermometer must be located in each hot holding unit.

Note: Liquid petroleum gas (LPG) may not be used unless the department of public safety has given approval. In addition, no Sterno is allowed.

## **Section 15. Mobile units**

### **A. Permit requirements for mobile units**

- a. All mobile units originating from or serving food within the town must have a food establishment permit, which must be kept in the vehicle at all times. The permit must bear the name of the registered owner of the truck and truck license plate number.
- b. The permit is subject to revocation pursuant to Section 8. If a permit is revoked, the permit holder has the right to appeal in accordance with the provisions of Section 8 and other applicable provisions of this ordinance.

### **B. Mobile unit requirements**

The permit holder for a mobile unit shall:

- a. Protect food from contamination and keep the truck clean and free of rust and corrosion;
- b. Identify the trucks using the same name that is on the permit;
- c. Serve all condiments and spices, such as salt, pepper, sugar, catsup, mustard, mayonnaise, sauces, non-dairy creamer, etc. in single-serving containers. No bulk dispensers, bottles or cans shall be permitted;
- d. Use all single-service tableware individually wrapped in plastic;
- e. Dispose of sewage, wastewater and solid waste according to law;
- f. Ensure that the wastewater tank outlet is lower than the inlet to the potable water supply; and
- g. Provide the director a route plan upon request.

### **C. Penalty**

A person commits an offense if the person violates the provisions of this ordinance, or interferes with the town health officer, mayor, or his designee in the exercise of his or her duties under this section. Notwithstanding any provisions contained herein to the contrary, the town health officer, mayor, or his designee is hereby granted the authority to issue immediate citations to persons violating any provision of this ordinance in the town health officer, mayor, or his designee's presence.

- D. Responsible person
- E. If the owner, manager, person in charge at the time of inspection, or other responsible party of a permitted food establishment is found to have violated any provisions of this section, a citation may be issued.

#### **Section 16. General food establishment guidelines**

Food establishments shall be maintained and operated in accordance with this ordinance, which incorporates the Texas Food Establishments rules, as amended (the “rules” or TFER). The following guidelines are excerpted from TFER. Please consult TFER for complete standards. TFER is available on the Secretary of State's website at <http://www.sos.state.tx.us/>.

- A. Handwashing sink. A separate sink designated for handwashing only shall be provided. Enough handwashing sinks are required to be readily accessible to each food preparation area and accessible to employees at all times. Hot water, soap, disposable towels and trash containers are required at each sink.
- B. Utility/mop sink. Utility sink or curbed floor sink used for the cleaning of mops and other janitorial equipment as well as the proper disposal of dirty mop water are required. This sink shall not be used as a handwashing sink and should not be closer than 18 inches to any food preparation, food or utensil storage area, to prevent potential splash contamination.
- C. Three compartment sink. Required to wash, rinse and sanitize. Compartments should be large enough to submerge the largest piece of portable equipment, utensils, pots or pans. Automatic dishwashers are recommended, especially when multi-use utensils and tableware are utilized.
- D. Restrooms. At least one restroom is required for employee use. Number of required customer restrooms is regulated under the building code. Entrance doors must be self-closing when opening into dining area.
- E. Floors, walls, ceilings. Must be in good repair, installed using good construction standards, properly sealed with no cracks or seams and constructed of smooth durable materials to withstand repeated sanitizing. Protective shielding over light bulbs in food prep, utensil and unprotected food storage areas are required.
- F. Proper temperature control. All equipment shall be in good working order and be able to maintain temperature requirements. All potentially hazardous foods (PHFs) shall be maintained at proper temperatures. Cold storage units shall be maintained at 41 degrees Fahrenheit or below. Hot PHFs display/holding units shall be at 140 degrees Fahrenheit or higher. Reserved foods shall be reheated to a minimum of 165 degrees Fahrenheit before serving. Routinely check internal temperatures of hot and cold foods.



- G. Consumer protection. Food shall be offered in a way that does not mislead or misinform the consumer. Inspect all merchandise upon receipt to insure items have not been tampered or damaged. Report immediately any tampered merchandise.
- H. Tobacco, hair restraints, jewelry. Smoking or use of any tobacco product is prohibited at all times in food prep areas. No children are allowed in food prep areas. Cooks and food prep workers shall use hair restraints such as hats, hair coverings or nets, hairspray to effectively control and keep hair from contacting exposed food, cooking equipment, utensils, etc. Hair restraints keep food workers from touching hair and contaminating hands. Food prep workers shall not wear jewelry on arms or hands other than plain ring such as a band style.
- I. Food protection. Foods shall be covered and protected at all times. This includes inside coolers and freezers. Meat products shall be stored on lower shelves to prevent cross contamination from juices on to other foods or products. Keep foods and products six inches off the floor to prevent contamination while mopping.
- J. Disposable utensils. Single service utensils shall be presented to the public with handles up. Toothpicks must be individually wrapped or available from a dispenser. Sanitizing. All food contact surfaces of utensils and equipment shall be washed, rinsed and sanitized after use and on a continual basis. If unused, then clean a minimum of every twenty-four (24) hours.
- K. Food safety. Separate and store cleaning products away from food products. All bulk foods once opened shall be labeled by its common name and stored in a container with a lid, such as sugar, salt and flour.
- L. Date markings. When keeping longer than twenty-four (24) hours after preparing, defrosting or opening the original container, PHFs (including meats and cheeses) shall be date marked. These PHFs shall be consumed or destroyed within seven (7) days or less if temperature was maintained at 41 degrees Fahrenheit or lower.
- M. Employee health. Managers/supervisors shall be aware of the health of their employees and not permit employees who have acute gastrointestinal illness (diarrhea, fever) to work near food. Refer to the rules, section 229.163(d), regarding employees who have been diagnosed with or have symptoms of specific infectious diseases.
- N. Grease trap. Grease traps designed in accordance with the town's current building and plumbing codes are required to prevent blockage of sewage lines. Routine monitoring and cleaning are required to keep the grease trap working efficiently.
- O. Pesticides. Pesticides shall be used only when applied by a certified applicator or under the direct supervision of a certified applicator. Personnel of food establishments are advised to keep receipts from pesticide applications.

## **Section 17. Penalty Clause**

### **A. Violation**

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

### **B. Fine**

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

## **Section 18: Legal Rights**

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

## **Section 19: Severability**

### **A. Unconstitutional or Invalid Section**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

### **B. Independent Sections**

The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

## **Section 20: Estoppel / Waiver**

The failure of the Town to enforce any term or condition of this Ordinance shall not constitute a waiver or estoppel or any subsequent violation of this Ordinance.

## **Section 21: Effective Date**

The amendments to this Ordinance shall become effective from and after its date of passage and publication as provided by law.

---

Dr. Mark E. Vargus  
Mayor

ATTESTED:

---

Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary





**TOWN OF LAKEWOOD VILLAGE  
CONSOLIDATED FEE ORDINANCE 22-**

~~xx44~~

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, ESTABLISHING A CONSOLIDATED FEE ORDINANCE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the Town Council of the Town of Lakewood Village ("Town Council") has investigated and determined that it would be advantageous and beneficial to the citizens of Lakewood Village to establish a consolidated fee ordinance for the citizens to determine fees with greater convenience and for the town Council to more easily amend fees as necessary; and

**WHEREAS**, the effective operation of the Town of Lakewood Village ("Town") requires the collection of fees for services the Town provides.

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

**Section 1: Findings**

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

**Section 2: Savings / Repealing Clause**

All ordinances that are in conflict with the provisions of this ordinance, and the same are hereby repealed and all other ordinances of the town not in conflict with the provisions of this ordinance shall remain in full force and effect.

Fee Ordinance 22-~~1104~~ is hereby repealed in its entirety.

**Section 3: Adoption**

The Consolidated Fee Ordinance attached hereto as Exhibit A is hereby adopted as the consolidated fee ordinance for the Town.

**Section 4: Penalty Clause**

**A. Violation**

A person who knowingly violates any provision of this chapter is guilty of separate offense for each day during which the violation is continued after notification.

**B. Fine**

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

**C. Legal Rights**

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

**Section 5: Severability**

**A. Unconstitutional or Invalid Section**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

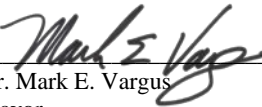
**B. Independent Sections**

The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

**Section 6: Effective Date**

The amendments to this Ordinance shall become effective from and after its date of passage and publication as provided by law.

**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village, Texas this the 19<sup>th</sup> day of ~~November~~<sup>April</sup>, 2022.

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

ATTESTED:

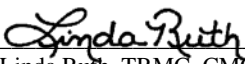
  
\_\_\_\_\_  
Linda Ruth, TRMC, CMC  
Town Administrator/Town Secretary







Exhibit A

## CONSOLIDATED FEE ORDINANCE

Adopted: ~~November~~[January 19](#)<sup>3</sup>, 2022  
~~Amended: April 13, 2022~~

**TABLE OF CONTENTS**

<b><u>SECTION 1: BUILDING / CONSTRUCTION</u></b>	<b><u>6</u></b>
1.1. RESIDENTIAL BUILDING PERMIT	6
1.2. POOL AND/OR SPA PERMIT	7
1.3. PROJECT PERMIT	7
1.4. PLAN REVIEW	8
1.5. RE-INSPECTIONS	8
1.6. CONTRACTOR REGISTRATION	8
1.7. CERTIFICATE OF OCCUPANCY & CUSTOMER SERVICE INSPECTION	9
<b><u>SECTION 2: UTILITIES</u></b>	<b><u>9</u></b>
2.1. DEPOSITS	9
2.2. WATER RATES	9
2.3. SEWER RATES	10
2.4. WATER DISCONNECT / RECONNECT	11
2.5. GARBAGE COLLECTION	11
2.6. BULK TRASH	11
2.7. TAPS	11
<b><u>SECTION 3: ZONING</u></b>	<b><u>13</u></b>
3.1. ZONING CHANGE APPLICATION	13
3.2. PLANNED DEVELOPMENT (PD)	13
3.3. SPECIFIC USE PERMIT (SUP)	13
3.4. VARIANCE	13
3.5. ANNEXATION REQUEST	13
<b><u>SECTION 4: PLAT</u></b>	<b><u>14</u></b>
4.1. PRELIMINARY PLAT	14
4.2. FINAL PLAT OR DEVELOPMENT PLAT	14
4.3. REPLAT	14
4.4. AMENDING PLAT	14
<b><u>SECTION 5: CONSTRUCTION PLANS</u></b>	<b><u>14</u></b>
5.1. PLAN APPROVAL	14



## TABLE OF CONTENTS

<b><u>SECTION 6: GENERAL</u></b>	<b><u>15</u></b>
6.1. RETURNED CHECK	15
6.2. ANIMAL CONTROL	15
6.3. TOWN HALL RENTAL	15
6.4. PEDDLER / ITINERANT VENDOR	15
6.5. SIGNS – RESERVED FOR FUTURE USE	15
6.6. OPEN RECORDS REQUEST	15
<b><u>SECTION 8: DEFINITIONS</u></b>	<b><u>16</u></b>
8.1. GENERAL	16
8.2. WORDS AND TERMS DEFINED	16
<b><u>ADOPTION AND SUMMARY OF AMENDMENTS</u></b>	<b><u>17</u></b>

**SECTION 1: BUILDING / CONSTRUCTION****1.1. RESIDENTIAL BUILDING PERMIT****1.1.1. Scope**

Defined in the Residential Code and as amended by the Town of Lakewood Village residential new home construction permits consist of seven (7) components:

- 1) Application for Building Permit;
- 2) Structure;
- 3) Mechanical;
- 4) Electrical;
- 5) Gas (if applicable);
- 6) Plumbing; and
- 7) Concrete / Flatwork.

Add-ons such as an accessory building, irrigation, fencing, propane and/or a retaining wall may be included in the home building application if the home has not received a Certificate of Occupancy and the general contractor has requested the additional scope of work. All add-ons must be inspected and are subject to required plan reviews.

A Certificate of Occupancy will not be issued until the entire scope of the job has been completed and all required inspections have been passed by the building inspector.

**1.1.2. Fee Rate**

New construction fee rate is assessed on the total conditioned space, cooled and/or heated area of the dwelling.

New Home Construction	\$ 2 / sq. ft.
Remodel / Home Addition <= 1,000 sq. ft.	\$ 75 / Inspection
Remodel / Home Addition > 1,000 sq. ft.	\$ 2 / sq. ft.
Accessory Building > 250 sq. ft.	\$ 75 / Inspection

Conversion of non-conditioned space to conditioned space within 24 months of the initial CO of the dwelling will be charged a permit fee of the greater of \$2/sq. ft. or \$75 per required inspection.

**1.1.3. Utility Account**

All outstanding utility account balances from previous home builds must be paid in full prior to the issuance of a building permit.

Utility billing will begin upon approval of the foundation inspection.

**1.2. 4. POOL AND/OR SPA PERMIT****1.2.1. Fee Schedule**

Pool and Spa	\$ 700
Pool Only	\$ 700
Spa Only (In-Ground)	\$ 700
Spa (Pre-Fabricated)	\$ 75 / Inspection
Pool Enclosures – <a href="#">Repair / Replace</a>	\$ <del>75</del> <sup>150</sup>

**1.3. PROJECT PERMIT****1.3.1. Scope**

Refer to Building or Residential Code as amended by the Town of Lakewood Village for types of projects that require a permit. All projects are subject to applicable re-inspection fees as outlined in section 1.5.

**1.3.2. Fee Schedule**

Electrical	\$ 75
Plumbing	\$ 75
Water Heater Replacement	\$ 25
Mechanical	\$ 75
Outdoor A/C Unit Replacement	\$ 25
Indoor Air Handling Unit Replacement	\$ 25
Gas Appliance Vent Stack – Roof Replacement	\$ 25
Annual Chicken Enclosure	\$ 25
Sprinkler / Irrigation	\$ 75
Property Fence / Screening Wall	\$ 25
Flatwork ≤ 250 sq. ft.	\$ 0
Flatwork > 250 sq. ft.	\$ 100
Flatwork – Driveway (New or Replacement > 250 sq. ft.)	\$ 100

Small storage units are less than or equal to 250 sq. ft. in size, are detached from the driveway, and will not house any automobiles or similar motor vehicles do not require a permit. Flatwork which connects to the driveway or that which is intended or used for ingress/egress by automobiles or similar shall be permitted as a driveway.

**1.4. PLAN REVIEW****1.4.1. Fee Schedule**

New Home	Included
Pool and/or Spa	Included
Remodel	\$ 75
Home Addition	\$100
Outdoor Living Space	\$ 75
Accessory Building > 250 sq. ft.	\$ 75
Generator – Backup Power	\$ 75
Irrigation – Water Front	\$75

**1.5. RE-INSPECTIONS****1.5.1. Fee Schedule**

Payment for a re-inspection fees shall be paid in full prior to the CO/CSI inspections for a new home and prior to the final inspection for a project.

New Home Construction	4 <sup>th</sup> and beyond = \$ 75 / Inspection CO: 2 <sup>nd</sup> and Beyond = \$75 / Inspection CSI: 2 <sup>nd</sup> and Beyond = \$50 / Inspection
Pool / Pool & Spa / In Ground Spa	2 <sup>nd</sup> and Beyond = \$ 75 / Inspection
Project w/ 5 or More Inspections	2 <sup>nd</sup> and Beyond = \$ 75 / Inspection
Project w/ 4 or Less Inspections	\$ 75 / Inspection
CO	\$75 / Inspection
CSI	\$ 25 / Inspection

**1.6. CONTRACTOR REGISTRATION****1.6.1. Scope**

The General Contractor (new home construction) and all licensed contractors must register with the Town of Lakewood Village before applying for permits.

**1.6.2. Fee Schedule**

General Contractors, Building	\$ 0
Electrical	\$ 0
Plumbing	\$ 0
Mechanical	\$ 0
Irrigation	\$ 0
Third Party Back-Flow Inspector	\$ 0

**1.7. CERTIFICATE OF OCCUPANCY & CUSTOMER SERVICE INSPECTION****1.7.1. Scope**

The fee for the CO applies to all inspections within the Town of Lakewood Village. The CSI inspection applies to all the Town's utility service areas within the Town and ETJ.

**1.7.2. Fee Schedule**

CO and CSI	\$ 100
CO Only	\$ 75
CSI Only	\$ 25

**SECTION 2: UTILITIES****2.1. DEPOSITS**

2.1.1. Town of Lakewood Village (Corporate Boundaries) - Deposit is fully refundable at account closing after final bill has been paid. Deposit refund checks are valid for 90 days after issuance and then become void.

Deposit	\$ 300
---------	--------

2.1.2. Rocky Point [Water Company](#) (ETJ) - Deposit is fully refundable at account closing after final bill has been paid. Deposit refund checks are valid for 90 days after issuance and then become void.

Deposit	\$ 100
---------	--------

[2.1.3. South Oak Utilities \(ETJ\) - Deposit is fully refundable at account closing after final bill has been paid. Deposit refund checks are valid for 90 days after issuance and then become void.](#)

<a href="#">Deposit</a>	<a href="#">\$ 300</a>
-------------------------	------------------------

**Formatted:** Indent: Left: 0.14", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.85"

**~~2.1.2.2.~~ WATER RATES**

[2.1.1.2.2.1.](#) Residential - Town of Lakewood Village (Corporate Boundaries)

Meter Size < 1": 0 → 2,000 Gallons / Month	\$ 30.00
Meter Size ≥ 1": 0 → 2,000 Gallons / Month	\$ 40.00
2,001 → 20,000 Gallons / Month	\$ 4.75/1,000 gal
20,001 → 50,000 Gallons / Month	\$ 6.25/1,000 gal
> 50,000 Gallons / Month	\$ 15.00/1,000 gal

**Formatted:** Indent: Hanging: 0.55", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

**Formatted:** Indent: Hanging: 0.73", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.85"

**Commented [CB1]:** Should the upper limit of this tier be lowered?  
30,000? 35,000?

[2.1.2.2.2.2.](#) Commercial – Town of Lakewood Village (Corporate Boundaries)

0 → 2,000 Gallons / Month	\$ 39.00
> 2,000 Gallons / Month	\$ 6.00/1,000 gal

**Formatted:** Indent: Left: 0.13", Hanging: 0.15", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.85"



**EXHIBIT A****2.1.3-2.2.3. Rocky Point Water (ETJ)**

0 → 3,000 Gallons / Month	\$ 37.00
> 3,000 Gallons / Month	\$ 8.00/1,000 gal

**Formatted:** Indent: Left: 0.13", Hanging: 0.15", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.85"

**2.1.4-2.2.4. Rocky Point Water (ETJ – Formally Last Resorts)**

0 → 3,000 Gallons / Month	\$ 57.00
> 3,000 Gallons / Month	\$ 4.00/1,000 gal

**Formatted:** Indent: Left: 0.13", Hanging: 0.15", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at:

**2.2.5. Residential – South Oak Utilities (ETJ)**

Meter Size < 1": 0 → 2,000 Gallons / Month	\$ 30.00
Meter Size ≥ 1": 0 → 2,000 Gallons / Month	\$ 40.00
2,001 → 20,000 Gallons / Month	\$ 4.75/1,000 gal
20,001 → 50,000 Gallons / Month	\$ 6.25/1,000 gal
> 50,000 Gallons / Month	\$ 15.00/1,000 gal

**Formatted:** Indent: Left: 0.14"

**Commented [CB2]:** Should the upper limit of this tier be lowered?  
30,000? 35,000?

**2.1.5-2.2.6. Water Leaks at Residences**

1. Leaks in a service line from property owner's side of the meter, excluding outdoor irrigation of any kind, will be charged the average bill plus \$1.50 (inside the town limits) or \$4.00 (outside the town) per thousand gallons above the average monthly usage. This adjustment shall only apply to one leak/billing cycle in a twelve-month period.
2. An adjustment will be made upon an approved plumbing inspection of the repair(s) by the Building Inspector.
3. The basis for computing the average bill and average usage for 1 and 2 (above) shall be the preceding three months
4. The Town will be responsible for making repairs for leaks that occur within the confines of the meter box. The property owner will be responsible for payment for water consumption due to any leak on the owner's side of the meter regardless if the leak is inside the meter box.

**Formatted:** Indent: Left: 0.13", Hanging: 0.15", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at:

**2.1.6-2.2.7. North Texas Groundwater District Fee**

The cost of the North Texas Groundwater District Fee will be computed monthly and will be charged to each water customer based on water consumption.

**Formatted:** Indent: Left: 0.13", Hanging: 0.15", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.85"

**2.2.2.3. SEWER RATES**

Town of Lakewood Village (Corporate Boundaries) Flat Rate / Month	\$ 45.00
<u>South Oak Utilities (ETJ) Flat Rate / Month</u>	<u>\$ 45.00</u>

**Formatted:** Indent: Hanging: 0.55", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

**EXHIBIT A****2.3.2.4. WATER DISCONNECT / RECONNECT**

Weekdays between 8 a.m. and 5 p.m.	\$ 50.00
Weekends / Holidays / After Hours	\$ 50.00

Unauthorized resumption of service by the customer may result in meter removal and an additional fee of \$100.00 to be paid prior to the resumption of service.

**2.4.2.5. GARBAGE COLLECTION****2.4.1.2.5.1. Town of Lakewood Village (Corporate Boundaries)**

Flat Rate / Month	\$ 24.00
Additional Collection Container / Month	\$ 10.00
Franchise Fee	10%

**2.5.2. South Oak Utilities (ETJ)**

Flat Rate / Month	\$ 24.00
Additional Collection Container / Month	\$ 10.00
Franchise Fee	10%

**2.5.2.6. BULK TRASH****2.5.1.2.6.1. Town of Lakewood Village (Corporate Boundaries)**

Included in Monthly Fee	\$ 0
-------------------------	------

**2.6.2. South Oak Utilities (ETJ)**

Included in Monthly Fee	\$ 0
-------------------------	------

**2.6.2.7. TAPS****2.6.1.2.7.1. Water – Town of Lakewood Village (Corporate Boundaries)**

Water Tap	\$ 2,000
Meter and Set Fee	
Standard meter	\$390
¾ Inch Remote Read	\$495
1 Inch Remote Read	\$595

**2.6.2.2.7.2. Water – Rocky Point Water (ETJ)**

**Formatted:** Indent: Hanging: 0.55", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

**Formatted:** Indent: Hanging: 0.55", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

**Formatted:** Indent: Hanging: 0.6", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.85"

**Formatted:** List Paragraph, Space Before: 2 pt, After: 2 pt

**Formatted:** Indent: Left: 0.24", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.85"

**Formatted:** Indent: Hanging: 0.55", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

**Formatted:** Indent: Hanging: 0.6", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.85"

**Formatted:** Indent: Left: 0.24", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.85"

**Formatted:** Indent: Hanging: 0.55", Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.55"

**Formatted:** Indent: Hanging: 0.6", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.85"

**Formatted:** Indent: Hanging: 0.6", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.85"



EXHIBIT A

Water Tap	\$ 2,000
Meter and Set Fee	
Standard meter	\$390
¾ Inch Remote Read	\$495
1 Inch Remote Read	\$595

2.7.3. Water – South Oak Utilities (ETJ)

<u>Water Tap</u>	<u>\$ 2,000</u>
<u>Meter and Set Fee</u>	
<u>Standard meter</u>	<u>\$390</u>
<u>¾ Inch Remote Read</u>	<u>\$495</u>
<u>1 Inch Remote Read</u>	<u>\$595</u>

2.6.3-2.7.4. Sewer – Town of Lakewood Village (Corporate Boundaries)

Sewer Tap	\$ 1,550
-----------	----------

2.7.5. South Oak Utilities (ETJ)

<u>Sewer Tap</u>	<u>\$ 1,550</u>
------------------	-----------------

Formatted: Indent: Left: 0.24", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.85"

Formatted: Indent: Hanging: 0.6", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.85"

Formatted: Indent: Left: 0.24", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.85"

**SECTION 3: ZONING****3.1. ZONING CHANGE APPLICATION****3.1.1. Fee Schedule**

Administrative Review	\$ 250
Professional Services	Actual Costs Incurred

The Administrative review fee does not include any engineering, legal, or other professional services that may be needed. The administrative fee is charged for each submittal.

**3.2. PLANNED DEVELOPMENT (PD)****3.2.1. Fee Schedule**

Administrative Review	\$ 250
Professional Services	Actual Costs Incurred

The Administrative review fee does not include any engineering, legal, or other professional services that may be needed. The administrative fee is charged for each submittal.

**3.3. SPECIFIC USE PERMIT (SUP)****3.3.1. Fee Schedule**

Administrative Review	\$ 100
Professional Services	Actual Costs Incurred

The Administrative review fee does not include any engineering, legal, or other professional services that may be needed. The administrative fee is charged for each submittal.

**3.4. VARIANCE****3.4.1. Fee Schedule**

Per Request	\$ 0
-------------	------

**3.5. ANNEXATION REQUEST****3.5.1. Application Form**

Submittal information shall meet the requirements of Texas Local Government Code, Chapter 43.

**3.5.2. Fee Schedule**

Staff Review	\$ 0
--------------	------

**SECTION 4: PLAT****4.1. PRELIMINARY PLAT****4.1.1. Fee Schedule**

< 100 Lots	\$ 2,500 upon submittal, plus additional actual costs incurred
≥ 100 Lots	\$ 5,000 upon submittal, plus additional actual costs incurred

**4.2. FINAL PLAT OR DEVELOPMENT PLAT****4.2.1. Fee Schedule**

< 100 Lots	\$ 1,000 upon submittal, plus additional actual costs incurred
≥ 100 Lots	\$ 2,000 upon submittal plus additional actual costs incurred

**4.3. REPLAT****4.3.1. Fee Schedule**

Administrative Review	\$ 250
Professional Services	\$1,000 upon submittal, plus additional actual costs incurred

**4.4. AMENDING PLAT****4.4.1. Fee Schedule**

Administrative Review	\$250
Professional Services	\$1,000 upon submittal, plus additional actual costs incurred

**SECTION 5: CONSTRUCTION PLANS****5.1. PLAN APPROVAL**

Prior to approval of the Final Plat, all construction plans must be approved by the Town engineers. Construction plan components include drainage plans, roadway, utility plans, and any additional required submittals.

**5.1.1. Fee Schedule**

< 100 Lots	\$ 7,000 upon submittal, plus additional actual costs incurred
≥ 100 Lots	\$ 11,000 upon submittal, plus additional actual costs incurred

**5.2. CONSTRUCTION INSPECTIONS**

The fee for inspection of developer infrastructure is 3.2 % of the construction costs. This fee applies to water, wastewater, stormwater, and roadway improvements. Developers will be required to furnish the town with the construction contracts for the improvements.

**SECTION 6: GENERAL****6.1. RETURNED CHECK**

Administration	\$ 30 / Check
----------------	---------------

**6.2. ANIMAL CONTROL**

Pet Registration	\$ 0 / Pet
------------------	------------

**6.3. TOWN HALL RENTAL**

\$50 per day - \$100 Deposit Required
---------------------------------------

**6.4. PEDDLER / ITINERANT VENDOR**

Application	\$ 150
License	\$ 100 / Employee

**6.5. SIGNS – RESERVED FOR FUTURE USE**

\$
----

**6.6. OPEN RECORDS REQUEST**

Fees for open records request shall be in accordance with Subchapter F of the Public Information Act, sections 552.261 through 552.275, as amended.

All information requests shall be submitted in writing to the Town of Lakewood Village, attention Town Secretary. No verbal requests shall be accepted.

Transcript Preparation Fee*	\$ 25
-----------------------------	-------

\*Transcript preparation fee does not include the fee for an actual transcript of the proceedings.



## **SECTION 8: DEFINITIONS**

### **8.1. GENERAL**

Terms that are used in this Ordinance and are not specifically defined shall be given their ordinary meaning, unless the context requires or suggests otherwise. In the case of ambiguity or uncertainty concerning the meaning of a particular term, whether or not defined, the Town staff shall have the authority to assign an interpretation that is consistent with the intent and purpose of this Ordinance, or an interpretation that is consistent with previous usage or interpretation.

### **8.2. WORDS AND TERMS DEFINED**

CSI: Customer Service Inspection.

CO: Certification of Occupancy

Conditioned Space: the area devoted to the living area in a residence or dwelling and is exclusive of porches, enclosed or open breezeways or other non-living space.

ETJ: Extraterritorial Jurisdiction



**End of Exhibit A**

## Adoption and Summary of Amendments

Ordinance Number	Date	Summary
<a href="#">22-xx</a>	<a href="#">November 19, 2022</a>	<ul style="list-style-type: none"><li>• <a href="#">1.2 Lowered cost of pool enclosure for repair / replacement</a></li><li>• <a href="#">2.0 Utilities – Added South Oak Utilities</a></li></ul>
22- <del>11</del> xx	April 14, 2022	<ul style="list-style-type: none"><li>• 1.3.2 Added roof inspection for structures with gas appliance vent stack</li><li>• 1.3.2 Added annual inspection for chicken coop</li><li>• 5.2 Added construction inspections for infrastructure</li></ul>
22-01	January 13, 2022	<ul style="list-style-type: none"><li>• 1.3.2 Clarified sizes and descriptions for flatwork and driveways</li><li>• 2.2.1 Updated residential rates</li></ul>
21-05	May 13, 2021	<ul style="list-style-type: none"><li>• 1.1.1 Described policy of add on jobs to an ongoing new home build</li><li>• 1.1.3 Added section</li><li>• 1.3.2 Lowered cost of a/c equipment replacement</li><li>• 1.4.1 Separated home addition from remodel</li><li>• 1.4.1 Added irrigation and generators</li><li>• 1.4.1 Removed retaining wall</li><li>• 1.5.1 Updated re-inspection fee schedule</li><li>• 2.2.4 Added Last Resorts water rates</li></ul>
20-10	August 13, 2020	<ul style="list-style-type: none"><li>• 2.2.1 Revised Water Rates</li><li>• 2.3.1 Revised Sewer Rates</li><li>• 2.7 Revised Water and Sewer Tap Fees</li></ul>
19-17	December 12, 2019	<ul style="list-style-type: none"><li>• 2.1 Added requirement to pay final water bill to receive water deposit refund</li><li>• 2.5 Increased Solid Waste Rates to reflect rates in 2020 Republic Services Contract</li><li>• 4 Required initial deposit and payment of actual costs incurred</li><li>• 5 Required initial deposit and payment of actual costs incurred</li></ul>
19-16	November 14, 2019	<ul style="list-style-type: none"><li>• 2.7.1 Meter and Set Fee established for different sized connections</li></ul>
19-07	July 11, 2019	<ul style="list-style-type: none"><li>• 7. Added Municipal Court Section</li></ul>
18-04	September 13, 2018	<ul style="list-style-type: none"><li>• 1 Clarified difference between projects, remodels and plan reviews</li><li>• 1.6.2 Registration fees were \$25</li><li>• 2.2.1 Revised water rates</li><li>• 2.2.4 Updated leak adjustment</li></ul>
15-09	July 9, 2015	<ul style="list-style-type: none"><li>• Added utility fees.</li></ul>
14-05	June 12, 2014	<ul style="list-style-type: none"><li>• First step in consolidating fees into a single ordinance; reserved sections will require amendments to other ordinances to remove fees.</li></ul>

Formatted: Font: Not Bold



ADOPTION AND SUMMARY OF AMENDMENTS

11-10	May 12, 2011	REPEALED
-------	--------------	----------



P.O. BOX 831 | Aubrey, Texas, 76227 | 500 Moseley Road | Cross  
Roads, Texas 76227 | (940) 387-0805

November 16, 2022

Ms. Linda Ruth, TRMC, CMC  
Town Administrator  
Lakewood Village  
100 Highridge Drive  
Lakewood Village, Texas 75068

**RE: Northshore - Lakewood Village – Preliminary Plat  
Plat Review & Recommendation**

Dear Ms. Ruth:

KJE recommends that if appropriate, a council member should make a motion:

“To deny the Northshore Lakewood Village Preliminary Plat, dated November 11, 2022,  
subject to the following condition:

The applicant failed to demonstrate compliance based on Town Ordinance 20-05 Subdivision Regulations § 6.2.C.1, which states “An application for a Preliminary Plat shall be accompanied by a Preliminary Drainage Plan, a Preliminary Utility Plan, and other plans if deemed necessary for the thorough review by the Director or the Town Engineer”. The Town did not receive the required documents.

Sincerely,

Kevin Ware, PE  
Principal  
KJE  
Firm# F-12214