



**City of Lake Dallas**

**City Council**

**Regular Meeting**

**City Hall**

**212 Main Street, Lake Dallas, TX 75065**

**Thursday, January 27, 2022 at 6:00 p.m.**

**EARLY WORK SESSION**

**City Council Chambers - 6:00 P.M.**

- 1. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for January 27, 2022.**
- 2. Receive a report and hold a discussion regarding Zoning Overview.**
- 3. Receive a report and hold a discussion regarding the City of Lake Dallas Farmers Market.**
- 4. Hold a discussion regarding City Council having an Adopt-A-Spot.**

***(Items discussed during Early Work Session may be continued or moved to Open Session if time does not permit holding or completing discussion of the item during Early Work Session.)***

## **OPEN SESSION**

**City Council Chambers- 7:00 P.M.**

### **Section I – Presentations**

- 1. Call to Order & Determination of Quorum**
- 2. Invocation & Pledges of Allegiance**
- 3. Announcements & Special Recognitions**

#### **A. City Manager's Report**

The City Manager's Report may provide information on status of current city projects and other projects affecting the City, meetings and actions of the city's boards and commissions, upcoming local community events, including, but not limited to, departmental operations and capital improvement project status. No action will be taken with respect to this report.

#### **A. Proclamation for Eagle Scout Dustin Mullen.**

#### **4. Citizen Agenda & Public Comment**

An opportunity for citizens to address the Mayor and City Council on matters which are not scheduled for consideration by the City Council on this agenda. In order to address the Council, a Public Meeting Appearance Card must be completed and presented to the City Secretary prior to the start of the Council meeting. The Texas Open Meeting Act prohibits deliberation by the City Council of any subject which is not on the posted agenda, therefore the Council will not be able to discuss or take any action on items brought up during the citizen presentations. Citizen presentations will be limited to five (5) minutes per person. Persons wishing to provide comments on an item appearing on this agenda must complete a Public Meeting Appearance Card and present it to the City Secretary prior to the item being called on the agenda and wait until recognized by the Mayor or other presiding officer before speaking on the item when that item is called for discussion.

### **Section II – Consent Agenda**

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items unless a Councilmember so requests, or member of the public submits a Public Meeting Appearance Card identifying the item on which such person wished to comment prior to this item being called on the agenda, in which event the item will be removed from the consent agenda and considered in its normal sequence.

#### **5. Consider and Act on the Consent Agenda-**

- a. Consider and act on approving the City Council minutes for and January 13, 2022.
- b. Consider the approval of an Ordinance ordering a General Municipal Election to be held on May 7, 2022 for the purpose of election of the Mayor and Councilmembers to Places 2 and 4; providing for a runoff.
- c. Consider and take appropriate action to excuse Councilmember Price's absence from the January 13, 2022, regular meeting.
- d. Consider and take appropriate action to excuse Councilmember Bailey's absence from the January 13, 2022, regular meeting

### **Section III – Planning & Development: None**

#### **Section IV- General Items:**

6. Consider and take action on a resolution authorizing the City Manager to enter an Interlocal Agreement with the Town of Hickory Creek, Town of Shady Shores and City of Corinth for legal services provided by the Kandutsh Law Office to finalize a broadband vendor contract.
7. Consider on first reading a resolution authorizing a project of the Lake Dallas Community Development Corporation requiring an expenditure exceeding \$10,000 pursuant to Texas Local Government Code Section 505.158 relating to the asbestos removal and demolition of the structure at 1000-1002 S. Stemmons Freeway, a LDCDC-owned property.
8. Consider on first reading a resolution authorizing a project of the Lake Dallas Community Development Corporation including a grant exceeding \$10,000 pursuant to Texas Local Government Code Section 505.158 relating to the sale and development of the property located at 312 Main Street.
9. Consider and act on approving a Resolution appointing members to various positions on the Youth Advisory Commission.

#### **Section V – Elected Official Requested Items**

##### **10. Mayor & Council Member Announcements**

The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited a proposal to place the subject on an agenda for a subsequent meeting.

**Section VI – Executive Session** As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda items listed above or herein.

#### **Section VII – Return to Open Session**

11. Discuss and take appropriate action, if any, resulting from the discussions conducted in Closed Session.

### **Section VIII – Adjournment**

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on January 20, 2022 at 5:00 p.m.



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Codi Delcambre, TRMC  
City Secretary

If you plan to attend this public meeting telephonically and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (940) 497-2226 ext. 102 or fax (940) 497-4485 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

# EARLY WORK SESSION



CITY COUNCIL  
AGENDA MEMO

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Prepared By: Angie Manglaris, AICP, Director of Development Services

January 27, 2022

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**Zoning Ordinance Discussion**

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**DESCRIPTION:**

Receive a report and hold a discussion regarding the City of Lake Dallas Zoning Ordinance.

**BACKGROUND INFORMATION:**

Zoning can be generally described as the process of classifying land into areas and districts, such areas and districts being generally referred to as “zones” and the prescribing and application in each area and district of regulations concerning building and structure designs, building and structure placement, and uses to which land, buildings, and structures within such designated areas and districts may be put. Comprehensive Zoning Ordinances are critical to the development of a city and there are several ways in which the City of lake Dallas could benefit from an updated Zoning Ordinance.

The City of Lake Dallas’ Zoning Code (Chapter 122 in the Code of Ordinances) was codified in March of 2006. Since that time, the Zoning Chapter has received numerous minor updates throughout the years but has not received a comprehensive update. The way in which the Code has been amended over time has led to several inconsistencies in the Zoning Code making it unclear, inconsistent, and cumbersome at times.

In addition to needing a general cleanup, it has been some time since the City reviewed its Zoning Ordinance and Zoning Districts to confirm the Code is actively assisting the City in reaching its goals and is reflective of modern-day times and uses (e.g. a video store as an allowable use in 2021 is not as relevant as it was in 1995).

Zoning is the foundation of placemaking in a City. In order to move forward with a strong zoning ordinance the City can build upon, this project requires involvement from residents, staff, the Planning and Zoning Commission and City Council.

The process of rewriting the Zoning Ordinance will consist of the following:

- a. Evaluate the City’s Zoning Districts: are there any zoning districts that could be removed or combined, are there any zoning districts that could be added, are there any zoning districts which should be expanded or reduced in area?
- b. Compare current zoning to our Comprehensive Plan:

- i. Is the City actively taking steps to fulfil Vision 2030? If not, how can that be facilitated?
  - ii. Is the plan as described in Vision 2030 something Lake Dallas still desires? If not, what does Lake Dallas desire?
- c. Incorporate a Land Use Matrix that would make it easier on residents, developers, and staff in knowing what uses are allowed in which districts. This is an opportunity for residents and Council to look at what use are/are not allowed and determine how they wish for the City to be developed.
- d. The inclusion of a robust definitions section of the Chapter. The definitions which are in the Code today are not all-inclusive of the uses currently allowed in the City. The lack of clarity and somewhat vague definitions leave too much room for human error in interpretation.
- e. Cleanup existing language that is either inconsistent or unclear.
- f. Incorporate elements of site plan design that are currently lacking, especially in crucial Zoning Districts, such as the Downtown Overlay. While the City cannot regulate building materials, there is room for site-beautification improvements in the way of architectural and landscaping requirements.
- g. Update Zoning Map to reflect any and all changes over the last few years and any changes made as part of this project.

The purpose of this discussion item is to provide an overview of what Zoning Districts currently exist in Lake Dallas, what types of districts are envisioned as part of the Comprehensive Plan, and review opportunities for consolidation or removal of certain districts. Attached to this memo is an overview of Zoning Districts in the City of Lake Dallas as well as future land uses envisioned by the Comprehensive Plan.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDED MOTIONS:**

After discussion, provide staff direction on next steps.

**ATTACHMENT(S):**

- Zoning District Overview
- Future Land Use Plan – Visioned Districts

# **CITY OF LAKE DALLAS**

## **ZONING DISTRICTS SUMMARY**

### **Residential Districts**

#### **R-1-6000 Single Family Dwelling District**

The purpose of this zoning classification is to provide for areas of traditional subdivisions solely for single family residences and associated uses on lots of 6,000 square feet or larger and an overall density of six units per acre or less. This zoning classification is intended to conserve neighborhood character and value of buildings.

#### **R-1-7200 Single-Family Dwelling District**

The purpose of this zoning classification is to provide for areas of traditional subdivisions solely for single family residences and associated uses on lots of 7,200 square feet or larger and an overall density of five units per acre or less. This zoning classification is intended to conserve neighborhood character and value of buildings.

#### **R-1-10000 Single-Family Dwelling District**

The purpose of this zoning classification is to provide for areas of traditional and contemporary subdivisions solely for single family residences and associated uses on lots of 10,000 square feet or larger and an overall density of 3.6 units per acre or less. This zoning classification is intended to conserve neighborhood character and value of buildings.

#### **R-2 Two-Family Dwelling District**

This district is the most restrictive of the multiple family districts and is intended for two-family dwelling units only on lots of 7,200 square feet or larger and an overall density of ten units per acre or less. This district is intended for zones of transition from the single-family zone to higher density multiple family or commercial zones.

#### **R-3 Multifamily Residence District**

This district allows medium to high density multiple family dwelling use of the land up to 18 units per acre and is intended to comprise larger tracts of land (one acre or more) designed to provide residential amenities of open space, recreation space and areas of protected off-street parking.

### **Manufactured Home Districts**

#### **R-1-4000 Manufactured Home Residential District**

This zoning classification is established for HUD-Code manufactured home communities with individual lots fronting onto public streets. The R-1-4000 district is established to provide minimum lot sizes of 4,000 square feet and overall densities of 8.7 units per acre or less.

#### **R-1-4000C Commercial Manufactured Home Residential District**

This zoning classification is established for HUD-Code manufactured home communities within unified commercially operated manufactured home parks, usually with private streets and where lots are not sold that existed prior to March 23<sup>rd</sup>, 2006. R-1-4000C district is established to provide minimum lot sizes of 4,000 square feet and overall densities of 8.7 units per acre or less.

## **Commercial and Industrial Districts**

### **C-1 Retail District**

This district is the most restrictive commercial category and is intended to provide for retail shopping facilities and general commercial activities where sales and storage is located indoors. It is intended that this zoning district be served by collectors and thoroughfares of sufficient size that all parking and traffic maneuvering can take place on the commercial site. It is intended that no new residential dwellings be erected in this commercial district and existing dwellings will remain as legal non-conforming dwellings.

### **C-2 Commercial District**

This district is slightly less restrictive than the C-1 commercial zoning district. It allows all uses permitted in C-1 and adds additional uses that are normally reserved for areas that provide the greatest number and mix of retail and commercial uses, including outdoor sales and storage. This district is reserved for areas of adequate size and location so that its broad range of higher intensity land uses will not cause or create nuisances to adjoining zoning districts. It is expressly intended that no residential dwelling be erected in this commercial district and existing dwellings will remain as legal non-conforming dwellings.

### **C-3 Commercial District**

This is the least restrictive commercial zoning district in the City. C-3 allows for higher-intensity commercial uses (auto sales, auto repair, etc.), as well as all uses permitted in the C-2 and C-1 Zoning Districts. This district is reserved for areas of adequate size and location so that its broad range of higher intensity land uses will not cause or create nuisances to adjoining zoning districts. It is expressly intended that no residential dwelling be erected in this commercial district and existing dwellings will remain as legal non-conforming dwellings.

### **MA-Marina District**

The MA-Marina District is intended to provide for a mix of recreational, commercial and residential uses associated with proximity to Lake Lewisville. The district includes the sale, repair and storage of boats, restaurants, lodging, and residential uses, while providing standards for the protection of adjacent land uses.

### **M-1 Light Industrial District**

The Light Industrial District is to regulate uses of the land that involve commercial uses, office parks, manufacturing, assembly, processing, storage and/or distribution, sale and repair of materials, goods, parts, products, equipment, machinery, and other such operations incidental to industrial uses. Appropriate standards for the varied uses are designed to assure compatibility with other acceptable uses. It is not the intent of these regulations to allow the construction or development of new residential uses within this district except residential uses existing at the time of the adoption of this zoning ordinance which are classified as non-conforming uses. Since the intended use may cause a detrimental change to the environment or substantially affect the municipally operated utility or thoroughfare systems, detailed descriptions of performance standards are included in these

district regulations and are determined to be the maximum allowable within any single or combined industrial use or district.

## **Special Districts**

### **IH-35E Commercial Overlay**

The purpose of the IH-35E Business Corridor District is to foster redevelopment and consolidation of properties and to establish design and development standards for development and redevelopment within the district. The district is intended to serve as an overlay on base and underlying zoning and shall be used in conjunction with the base zoning district regulations of the property located within the overlay district. The city recognizes that the condition, appearance and nature of buildings, structures, and businesses along the US Interstate Highway 35E corridor is visible to many thousands of people each day; that these structures and business serve as the highest and most visible aspect of the city; and that the condition, appearance and nature of these buildings and business affect and directly influence the extent and type of economic development and the quality of life of all citizens of the city. The regulations in this division are intended to stimulate economic growth and strike a fair balance between the competing interests of existing property owners within the IH-35E Business Corridor District and the public health, safety, morals and general welfare of the community.

### **Downtown District**

The purpose of the Downtown District is to foster a pedestrian-oriented, mixed-use environment that provides housing, employment, business and personal services and promotes development and redevelopment within the district. The use and reuse of properties with historical, architectural or cultural value within this district shall be strongly encouraged in order to protect and/or retain these properties whenever possible. The Downtown District shall be used in conjunction with the base zoning district regulations of the property located within the district.

### **Swisher Road District**

Following the completion of the bridge across Lake Lewisville connecting cities and towns to the northeast of Lake Dallas with Interstate Highway 35E, and the expansion of Swisher Road, the increased volumes of traffic along Swisher Road, particularly between Interstate Highway 35E and Shady Shores Road, encourages a shift in land use from single-family residential to commercial and retail uses. This change is consistent with existing industrial and commercial uses on the south side of Swisher Road. The purpose of the Swisher Road District is to enable a transition between the existing residential properties along the north side of Swisher Road to commercial-retail oriented land uses, to protect and preserve the residential nature of adjacent properties, and to promote development and redevelopment within the district. The Swisher Road District shall be used in conjunction with the C-1 Retail District regulations.

## Future Land Use Map

The resulting future land use plan is shown in **Figure 4.7**. For each of the twelve future land use categories, a description is provided of the intent and characteristics of the category, proposed primary and secondary uses which should be allowed, and proposed relationship to the zoning districts.

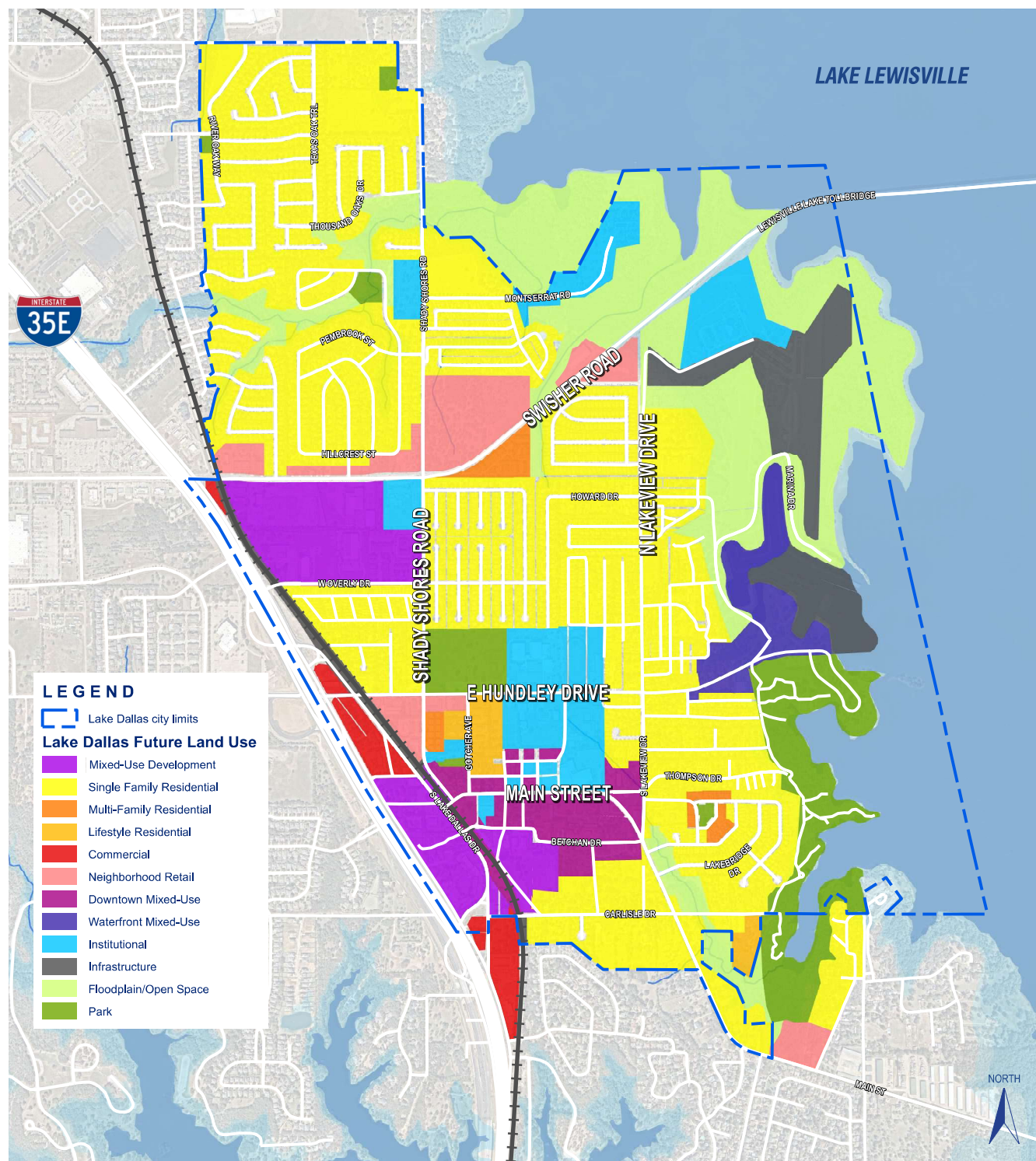
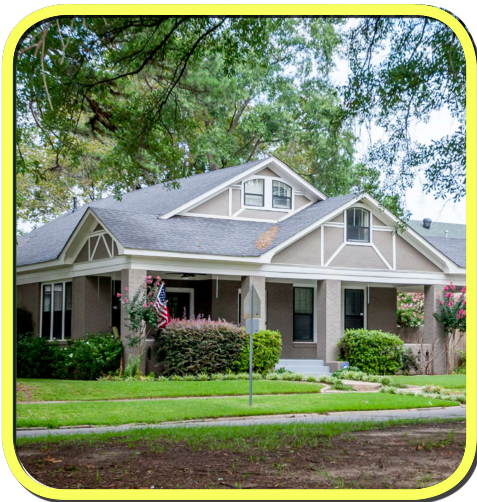


Figure 4.7 | Future Land Use Map

Note: A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



## SINGLE FAMILY RESIDENTIAL

**Intent and Characteristics:** Residential detached developments that generally range between 0.5 to 7 dwelling units per acre. Residential uses in this category range from small lot to large lot single-family homes and the character of neighborhoods should be preserved by enforcing appropriate building standards for new development and code enforcement for existing development. As shown in the future land use plan, existing neighborhoods are included in the single family residential category as well as existing manufactured home areas. As ownership of the manufactured homes change over time, the areas could be transitioned to single-family residential.

**Proposed Primary and Secondary Uses:** Primary uses are single-family detached residential and secondary uses are supporting amenities including parks, trails, open space, and schools.

**Zoning Districts:** Current zoning districts that are appropriate to implement the single family residential classification include R-1-6000 Single-family Dwelling District, R-1-7200 Single-family Dwelling District, and R-1-10000 Single-family Dwelling District.



## MULTI-FAMILY RESIDENTIAL

**Intent and Characteristics:** Residential attached developments including duplexes and apartment complexes that are generally 18 dwelling units per acre or fewer. As shown in the future land use map, this category generally includes existing multi-family uses within the city.

**Proposed Primary and Secondary Uses:** Primary uses are multi-family attached residential and secondary uses are supporting amenities including parks, trails, open space, and schools. Neighborhood-serving non-residential could also be allowed as a secondary use.

**Zoning Districts:** Current zoning districts that are appropriate to implement the multi-family residential classification include R-2 Two-family Dwelling District and R-3 Multifamily Residence District.



Source: Shutterstock

## LIFESTYLE RESIDENTIAL

**Intent and Characteristics:** This category is new for the Vision 2030 plan. In addition to single-family and multi-family residential, there are additional housing options that residents and developers have shown interest in within the community. This includes quality tiny homes and townhomes that may be part of a larger planned development. The category is called 'lifestyle' residential because people choose to live in these types of development instead of having to out of necessity.

**Proposed Primary and Secondary Uses:** Primary uses are attached and detached residential development that is part of a planned development and secondary uses are supporting amenities including parks, trails, open space, schools, and neighborhood-serving commercial uses.

**Zoning Districts:** Current zoning districts that are appropriate to implement the lifestyle residential classification include PD - Planned Development Districts.



## NEIGHBORHOOD RETAIL

**Intent and Characteristics:** Neighborhood serving retail and office land uses located adjacent to neighborhoods. These developments typically are smaller than buildings in the commercial category, have smaller signage, landscaping, and screen parking. As shown in the future land use plan, areas for neighborhood commercial include along Swisher Road and south of Hundley Drive just east of the rail line.

**Proposed Primary and Secondary Uses:** Primary uses are professional office, food sales, convenience stores (not including gas stations), general retail sales, personal services, medical facilities, or restaurants. Secondary uses are institutional uses.

**Zoning Districts:** Current zoning districts that are appropriate to implement the neighborhood retail classification include C-1 Retail District, with modifications.



## COMMERCIAL

**Intent and Characteristics:** Regional serving retail and office land uses located adjacent to a regional highway or major arterial. This type of commercial development is more reliant on passing traffic and visibility. While accommodating automobile access is vital to the success of commercial development, bicycle and pedestrian accommodations should be included in any new developments.

**Proposed Primary and Secondary Uses:** Primary uses are commercial and office uses that serve local and regional commercial needs. Secondary uses are light industrial uses.

**Zoning Districts:** Current zoning districts that are appropriate to implement the commercial classification include C-2 Commercial District, C-3 Commercial District, and IH-35E Business Corridor District.



## INSTITUTIONAL

**Intent and Characteristics:** Current public and semi-public uses such as educational, municipal, medical, professional, and religious uses. Depending on the time of day or week, these uses can generate a high amount of traffic.

**Proposed Primary and Secondary Uses:** Primary uses are schools, municipal facilities, community centers, and hospitals.

**Zoning Districts:** The institutional future land use classification is not meant to be associated with a specific zoning district, rather in whatever zoning district an institutional use is built in, it should meet or exceed the building standards of that zoning district.



## PARKS

**Intent and Characteristics:** Current public park land and trails that have been designated as municipal facilities as well as private parkland. This includes both active (i.e., sports fields) and passive (i.e., open fields or trails) recreation areas. Areas classified as parks in the future land use plan include existing parks as well as the area in the northeastern part of the city that is identified as potential new parkland.

**Proposed Primary and Secondary Uses:** Primary uses are parks and trails that are currently designated as public or private parkland. Secondary uses should be discouraged as to maintain the public enjoyment and recreational aspects of parks.

**Zoning Districts:** The parks future land use classification is not meant to be associated with a specific zoning district, rather it should be specified in other zoning districts that parks are allowed. Since Lake Dallas is landlocked, it is not likely that substantial residential construction will occur that requires land dedication for parks.



## FLOODPLAIN/OPEN SPACE

**Intent and Characteristics:** Land that is included in FEMA's 100-year floodplain and general open space land near floodplains that should remain as open space for purposes of flood protection and natural resource preservation. As shown in the future land use map, this designation is mostly located along the lake shoreline and surrounding the creeks that run through the city.

**Proposed Primary and Secondary Uses:** Primary uses are open space and potentially passive recreation opportunities. No other development is recommended.

**Zoning Districts:** This future land use classification is not meant to be associated with a specific zoning district.



## INFRASTRUCTURE

**Intent and Characteristics:** This future land use category represents existing major infrastructure such as the airport, marina boat storage, and railroad.

**Proposed Primary and Secondary Uses:** Primary uses are airport and marina boat storage.

**Zoning Districts:** Current zoning districts that are appropriate to implement the infrastructure classification include MA – Marina District.



## WATERFRONT MIXED-USE

**Intent and Characteristics:** This is another new land use category for the future land use plan. These areas are meant to include a mixture of uses including retail and entertainment uses with additional architectural standards to create a waterfront theme. If Lake Dallas is to capitalize on their lakefront opportunity, then different type of development is needed near the existing marina. Uses in this category could include a themed restaurant or recreation area.

**Proposed Primary and Secondary Uses:** Primary uses are neighborhood retail, restaurants, and parks. Secondary uses are lifestyle residential (if allowable by the USACE).

**Zoning Districts:** Current zoning districts that are appropriate to implement the waterfront mixed-use classification include MA – Marina District or PD - Planned Development District.



## DOWNTOWN MIXED-USE

**Intent and Characteristics:** This is a new land use category for the future land use plan. These areas are meant to include a mixture of uses (vertically or horizontally) including residential, retail, and office with additional architectural standards to create a cohesive, walkable, and urban character in downtown. As the downtown area continues to redevelop, it is envisioned that the downtown area would include higher density residential uses, grand civic buildings, public spaces, and more variety in commercial buildings.

**Proposed Primary and Secondary Uses:** Primary uses are attached residential, neighborhood retail, institutional, and parks. Secondary uses are lifestyle residential and associated supporting uses.

**Zoning Districts:** Current zoning districts that are appropriate to implement the downtown mixed-use classification include PD - Planned Development District.



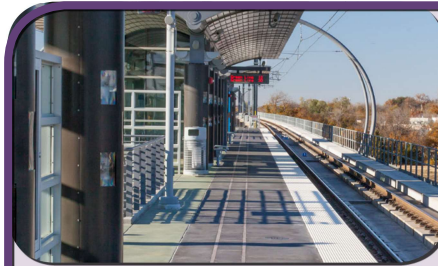
## MIXED-USE

**Intent and Characteristics:** This is a new land use category for the future land use plan. These areas are meant to include a mixture of uses (vertically or horizontally) including residential, retail, commercial, and office in a walkable setting. As shown in the future land use plan, there are two areas designated as mixed-use: to the south of Swisher Road and along Main Street just east of IH 35E in downtown. If a train stop is possible in Lake Dallas in the future, it is recommended that transit-oriented development occur and these two designated mixed-use areas to allow for such development.

**Proposed Primary and Secondary Uses:** Primary uses are attached residential, neighborhood retail, and office. Secondary uses are parks, commercial, lifestyle residential, and associated supporting uses. Commercial or light industrial uses will be allowed where these uses are currently or adjacent to existing commercial or light industrial uses.

**Zoning Districts:** Current zoning districts that are appropriate to implement the transit-oriented development classification include PD – Planned Development District.

## TRANSIT-ORIENTED DEVELOPMENT



Many communities in the Dallas-Fort Worth Metroplex have successfully created transit-oriented development (TOD) around rail transit stations.

This involves a mixture of uses such as residential, retail, office, and public space in a walkable setting.

Examples of successful TODs in the

region are Mockingbird Station in Dallas, 15th Street Station in downtown Plano, and Downtown Garland. A primary strategy to achieve successful TOD is to implement a Tax-Increment Financing (TIF) District.

In Lake Dallas, TOD could be focused on the western edge of downtown or near IH 35E and Swisher Road, depending on if and where an A-Train stop could be constructed. Concepts from the Lake Cities Station Town Center Study could be reviewed and updated.



**CITY COUNCIL  
AGENDA MEMO**

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**Prepared By: Angie Manglaris, AICP, Director of Development Services**

**January 27, 2022**

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**Farmers Market**

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**DESCRIPTION:**

Receive a report and hold a discussion regarding the City of Lake Dallas Farmers Market.

**BACKGROUND INFORMATION:**

The City of Lake Dallas Farmers Market is established by Chapter 26 – Business, Article V. – Lake Dallas Farmers Market, of the Lake Dallas Code of Ordinances. The Farmers Market runs from the first Saturday in May through the last Saturday in October each calendar year and is to be conducted on City property as determined by City Council.

As defined by Ordinance, Farmer's Market means a designated location used primarily for the distribution and/or sale directly to consumers of food, crafts, handmade goods, and processed and/or pre-packaged food meant to be consumed off-premises. A farmer's market is not a food establishment and operates on a seasonal basis.

Farmer's Market Vendor means a person who:

- (1) Offers or sells food typically known as "farm grown", "farm originating", or "farm obtained" such as whole produce, plants, nuts, certain meats, honey, egg, and pasteurized dairy products;
- (2) Offers or sells crafts typically known as "handmade" and originating from a trade or occupation of the sort requiring skill and training, particularly manual skill combined with a knowledge of the principles of the art;
- (3) Offers or sells prepared food for off-premises consumption in compliance with all applicable federal, state, and local laws and regulations; and/or
- (4) Conducts a performance at no charge to the general public, including performing arts such as dance, music, opera, theatre and musical theatre, magic, illusion, mime, spoken word, puppetry, and circus arts; or
- (5) Free information, products, or services from an entity that has received a determination letter from the Internal Revenue Service stating that the organization has been determined to be an exempt organization pursuant to 26 U.S.C. § 501(c)(3) (i.e. §501(c)(3) of the Internal Revenue Code of 1984), which determination letter has not been revoked.

### 2021 Farmers Market Season

Historically, the Farmers Market has been held at the Lake Dallas Library. However, last season, the market began to outgrow the space available at the library and needed to find an alternative space. Prior to the start of the 2021 Farmers Market Season, City Council agreed to move the market to Lake Dallas City Hall. The 2021 Farmers Market season featured 17 unique vendors.

While there were some initial challenges with the change of venue, including determining the best configuration for the market, the farmers market ran smoothly and was well-attended throughout the season.

Towards the end of October 2021, the City was contacted by vendors requesting to allow the market to be extended for a few weeks leading into the holidays, allowing vendors to continue to sell their goods up to the Saturday prior to Thanksgiving week.

Following the conclusion of the 2021 Farmers Market, staff sent a survey to vendors to determine the successes and challenges of the market, the perceived benefit of an extended selling season, and to determine what, if any, edits to the Farmers Market Ordinance should occur to ensure the Code accurately reflects the needs and requirements of the market.

A survey was sent to all 17 vendors at the conclusion of the 2021 selling season. Of the 17 Farmer's Market vendors, 7 participated in the survey. The detailed results of the survey are attached to this Agenda Memo. Below are some of the key takeaways:

- Extending the season: 42.86% of survey participants felt extension of the Farmer's Market Season was beneficial.
- Parking availability: 57.14% of survey participants felt there was plenty of parking available. 28.57% felt parking availability fluctuated on a weekly basis. 14.29% felt parking was just right.
- Move to City Hall: 42.86% of survey participants felt the move to City Hall positively impacted market turnout; 57.14% stated it was their first year to participate and did not weigh-in on the effect on turnout.
- Opportunities for improvement: 40% of survey participants would change parking in order to make the Lake Dallas Farmers Market better while 40% stated they would change traffic.
- 2022's Location: 42.86% of survey participants would like to continue the market at City Hall; 57.14% would like to continue at City Hall but would be open to location changes.
- Of suggested alternative locations, 33.33% would like to see the market held at a park and 16.67% would prefer a grassy area (non-park space).

Staff is forwarding this information to City Council for discussion and suggestions for the upcoming Farmer's Market Season. Staff is seeking guidance on the following topics:

*Location:*

It appears vendors are pleased with City Hall remaining the designated space for the Market. Staff had considered City Park as an alternative; however, with the Lake Cities Youth Sports Association using the park for soccer, there would be limited availability for parking and vendor space. Staff is open to suggestions from Council regarding location.

*Season Runtime and Location:*

This year, the Farmer's Market was extended to the week before Thanksgiving. By Ordinance, the Farmer's Market runs through the last Saturday in October. The extension of the season was generally favorable among those who participated. If Council would like to change the season to reflect this year's run time, a minor text amendment would be required.

City Hall appears to have been viewed favorably among vendors; however, staff and vendors are open to the idea of exploring other venues in the City as future market sites.

**FINANCIAL CONSIDERATION:**

There is no financial impact as part of this discussion.

**RECOMMENDED MOTIONS:**

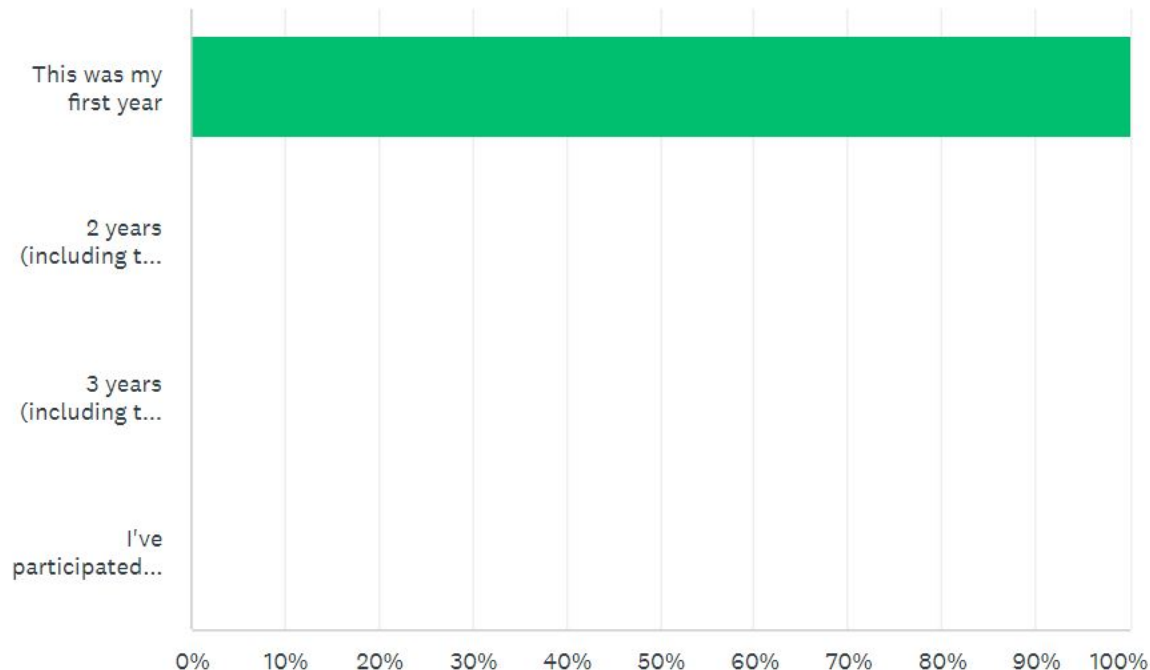
Based on survey feedback, staff recommends keeping the Farmer's Market location at City Hall with adjusted dates to allow for a longer selling period.

**ATTACHMENT(S):**

- Farmer's Market Survey Responses

# How many years have you participated in the Lake Dallas Farmers Market?

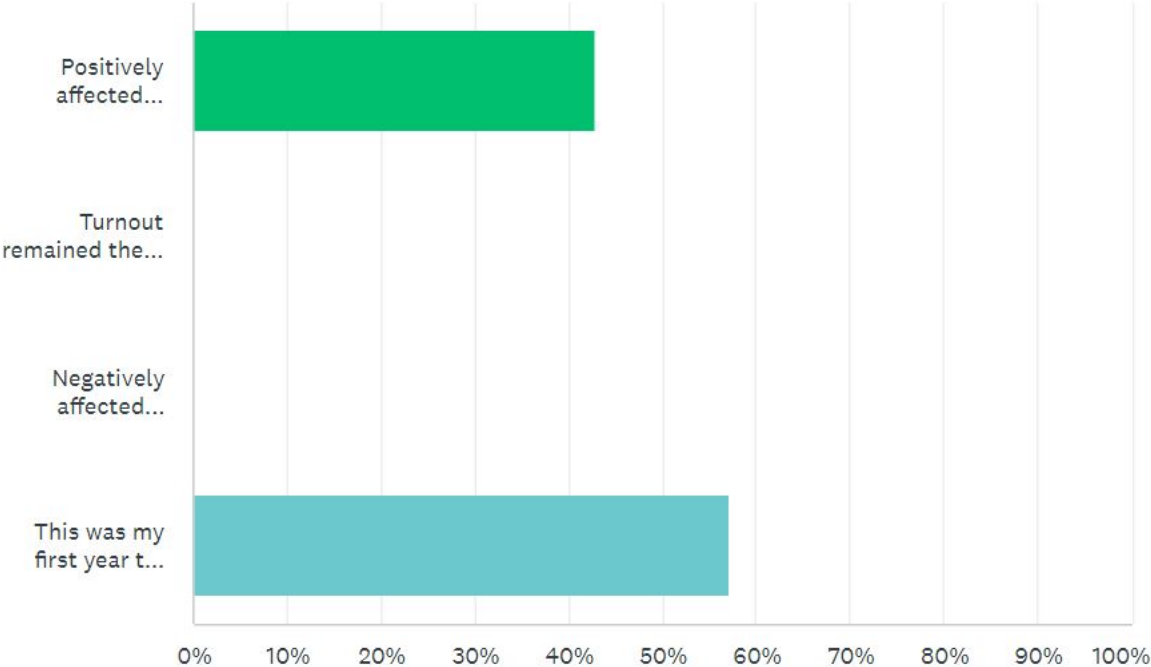
Answered: 7 Skipped: 0



| ANSWER CHOICES ▼                                       | RESPONSES ▼ |
|--------------------------------------------------------|-------------|
| ▼ This was my first year                               | 100.00% 7   |
| ▼ 2 years (including this year's)                      | 0.00% 0     |
| ▼ 3 years (including this year's)                      | 0.00% 0     |
| ▼ I've participated in all Lake Dallas Farmers Markets | 0.00% 0     |
| <b>TOTAL</b>                                           | <b>7</b>    |

# 2021 was the first year we held the Farmers Market at City Hall. How do you feel this affected turnout?

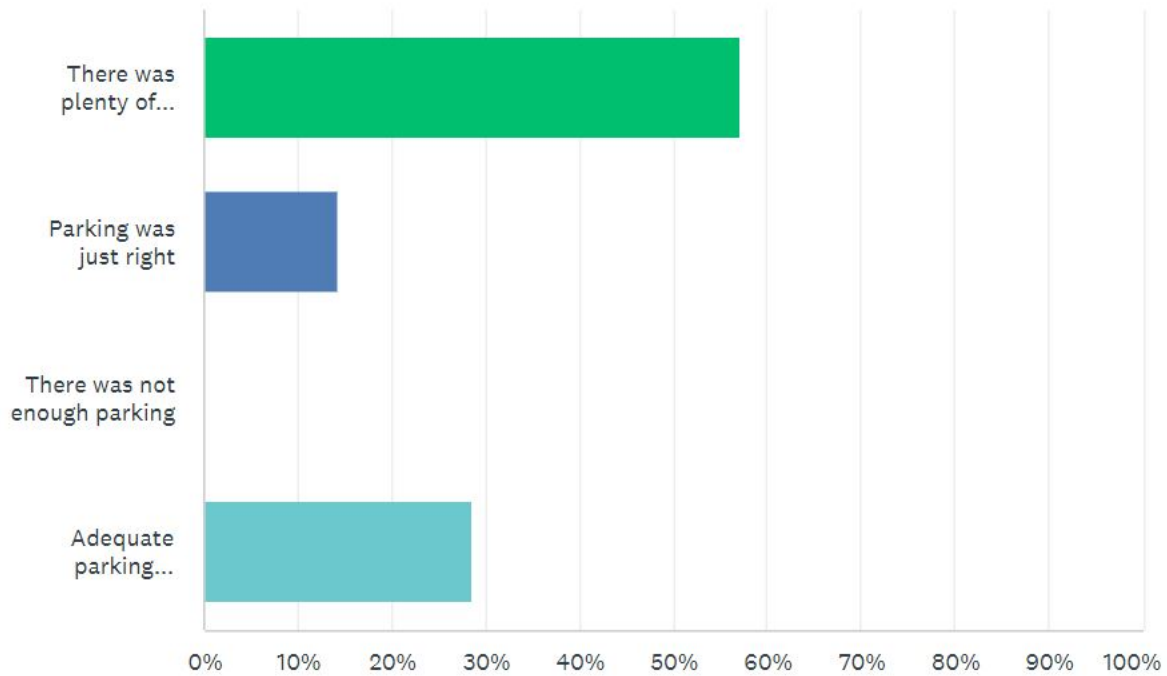
Answered: 7   Skipped: 0



| ANSWER CHOICES ▼                        | RESPONSES ▼ |
|-----------------------------------------|-------------|
| ▼ Positively affected turnout           | 42.86% 3    |
| ▼ Turnout remained the same             | 0.00% 0     |
| ▼ Negatively affected turnout           | 0.00% 0     |
| ▼ This was my first year to participate | 57.14% 4    |
| <b>TOTAL</b>                            | <b>7</b>    |

# Do you feel there was sufficient parking at City Hall, for both vendors and attendees?

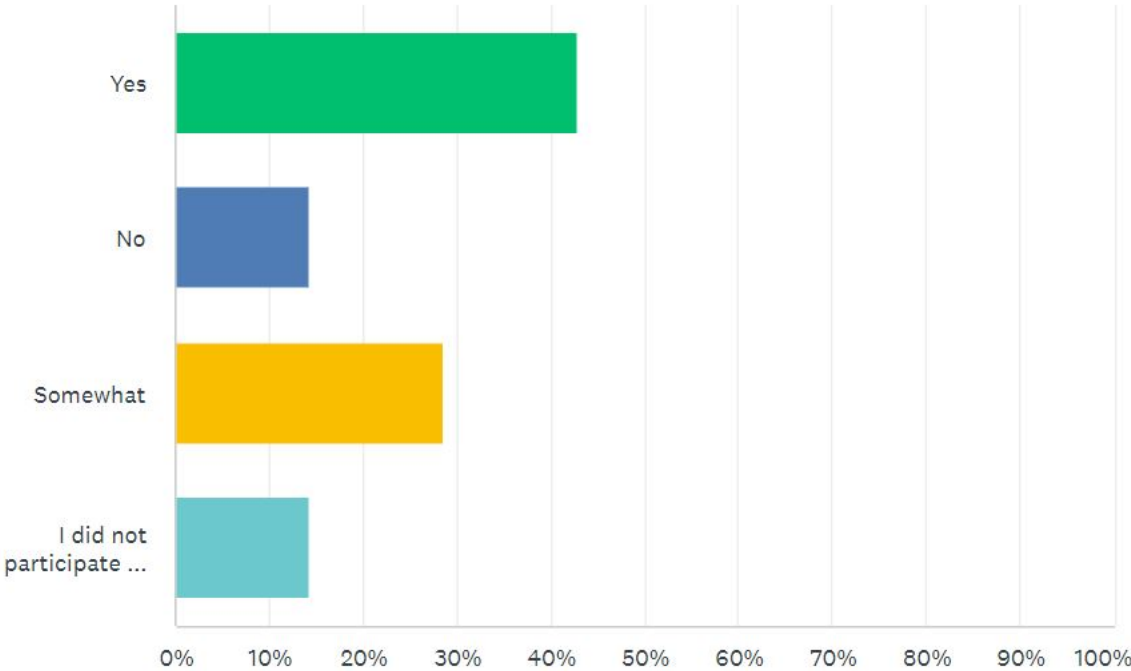
Answered: 7    Skipped: 0



| ANSWER CHOICES ▼                           | RESPONSES ▼ |
|--------------------------------------------|-------------|
| ▼ There was plenty of parking              | 57.14% 4    |
| ▼ Parking was just right                   | 14.29% 1    |
| ▼ There was not enough parking             | 0.00% 0     |
| ▼ Adequate parking fluctuated week-to-week | 28.57% 2    |
| <b>TOTAL</b>                               | <b>7</b>    |

# Do you think extending the Farmers Market to November 20 was beneficial?

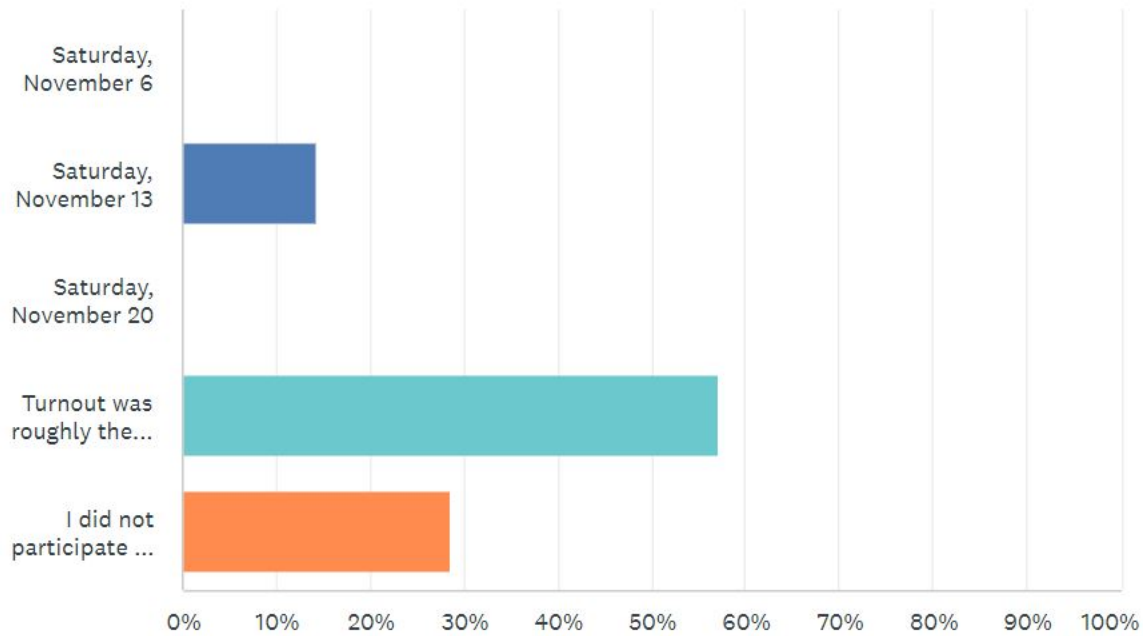
Answered: 7   Skipped: 0



| ANSWER CHOICES                      | RESPONSES |
|-------------------------------------|-----------|
| ▼ Yes                               | 42.86% 3  |
| ▼ No                                | 14.29% 1  |
| ▼ Somewhat                          | 28.57% 2  |
| ▼ I did not participate in November | 14.29% 1  |
| TOTAL                               | 7         |

# If applicable, what weeks did you see the greatest turnout in November?

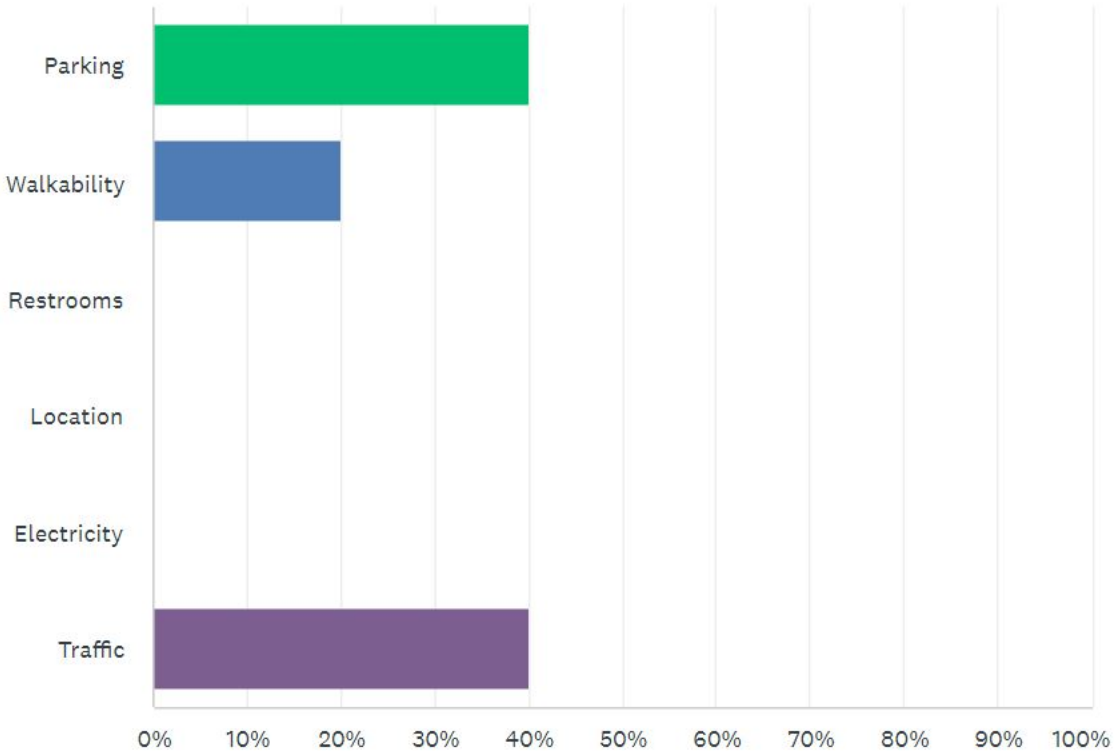
Answered: 7    Skipped: 0



| ANSWER CHOICES                                     | RESPONSES |
|----------------------------------------------------|-----------|
| ▼ Saturday, November 6                             | 0.00% 0   |
| ▼ Saturday, November 13                            | 14.29% 1  |
| ▼ Saturday, November 20                            | 0.00% 0   |
| ▼ Turnout was roughly the same throughout November | 57.14% 4  |
| ▼ I did not participate in November                | 28.57% 2  |
| TOTAL                                              | 7         |

# What would you change to make the Lake Dallas Farmers Market better?

Answered: 5    Skipped: 2



| ANSWER CHOICES ▼ | RESPONSES ▼ |
|------------------|-------------|
| ▼ Parking        | 40.00% 2    |
| ▼ Walkability    | 20.00% 1    |
| ▼ Restrooms      | 0.00% 0     |
| ▼ Location       | 0.00% 0     |
| ▼ Electricity    | 0.00% 0     |
| ▼ Traffic        | 40.00% 2    |
| TOTAL            | 5           |

Advertising. This could have made the extension more beneficial too but I think the cooler weather impacted us along with less participation causing less customers to shop too.

12/15/2021 3:44 PM

[View respondent's answers](#)

[Add tags](#) ▼

need sign pointing the way into the west parking lot - some peeps dont look at the other signs throughout the city. i sign pointing in would make a suggestion to impulse drivers/buyers

12/15/2021 10:36 AM

[View respondent's answers](#)

[Add tags](#) ▼

Maybe having at city park during kids practice times? Maybe to get more customers? Trying to think of how to make a one stop shop type of environment.

12/15/2021 10:03 AM

[View respondent's answers](#)

[Add tags](#) ▼



More advertising throughout lake cities

12/15/2021 9:49 AM

[View respondent's answers](#)

[Add tags](#) ▼



I think that LD needs to promote it more, advertising, signage, get HC and Corinth involved, It is know by many as the 'Lake Cities Community"

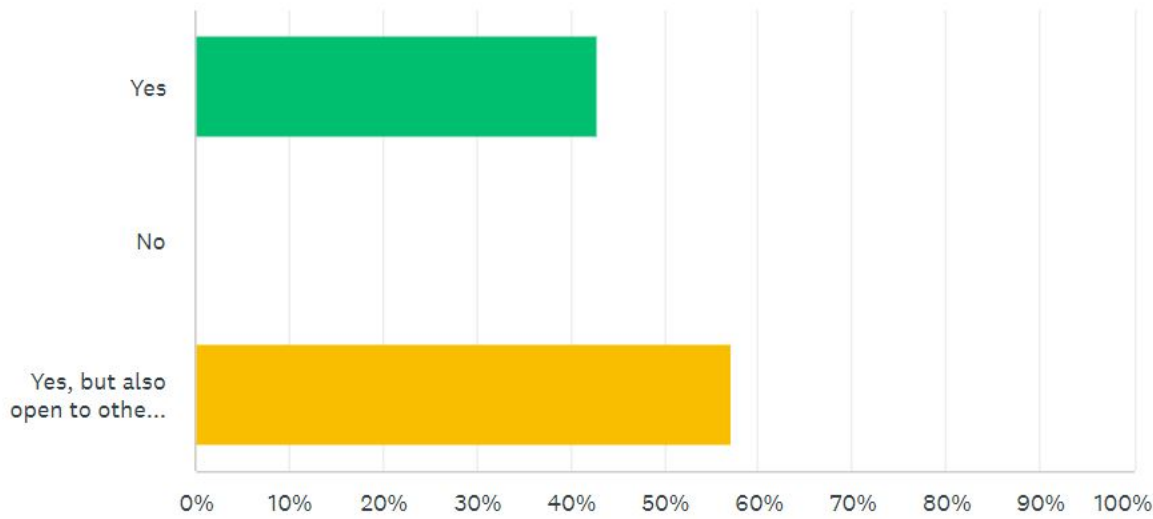
12/15/2021 9:19 AM

[View respondent's answers](#)

[Add tags](#) ▼

# Would you like to continue having the Lake Dallas Farmers Market at City Hall?

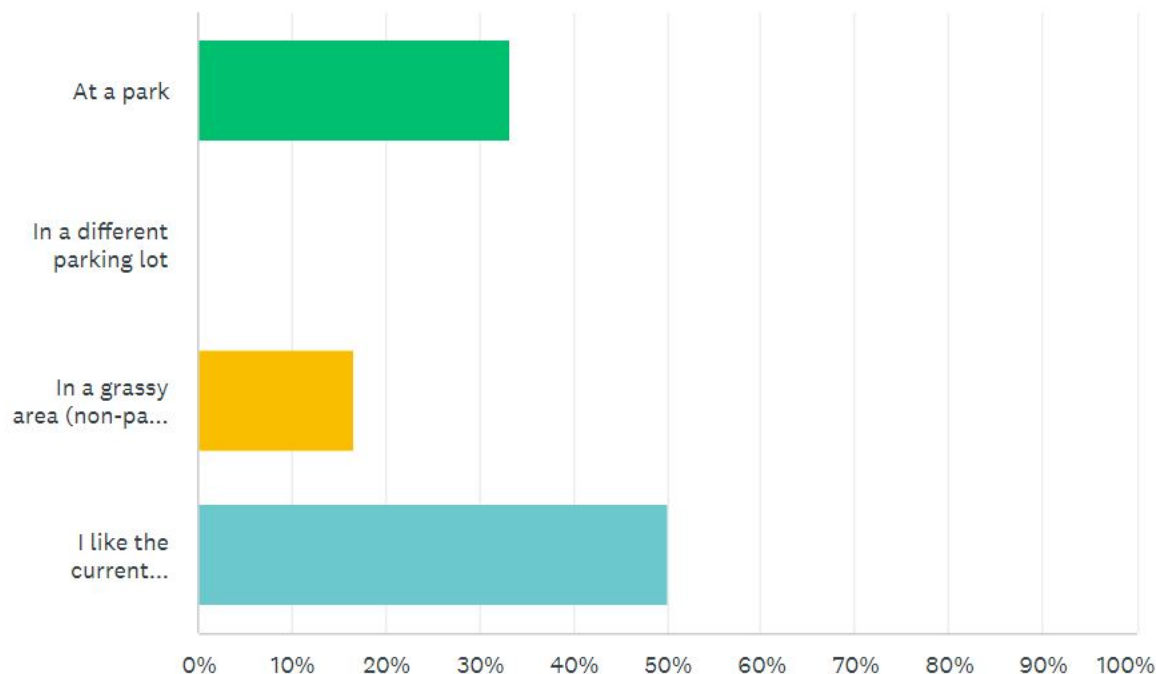
Answered: 7    Skipped: 0



| ANSWER CHOICES ▼                    | RESPONSES ▼ |
|-------------------------------------|-------------|
| ▼ Yes                               | 42.86% 3    |
| ▼ No                                | 0.00% 0     |
| ▼ Yes, but also open to other areas | 57.14% 4    |
| TOTAL                               | 7           |

# If relocated, where would you like to have the Farmers Market?

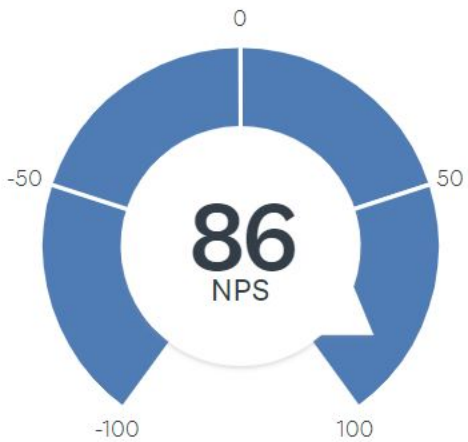
Answered: 6   Skipped: 1



| ANSWER CHOICES                      | RESPONSES |
|-------------------------------------|-----------|
| ▼ At a park                         | 33.33% 2  |
| ▼ In a different parking lot        | 0.00% 0   |
| ▼ In a grassy area (non-park space) | 16.67% 1  |
| ▼ I like the current location       | 50.00% 3  |
| TOTAL                               | 6         |

# How likely is it that you would recommend Lake Dallas Farmers Market to a friend or colleague?

Answered: 7    Skipped: 0



| DETRACTORS (0-6) | PASSIVES (7-8) | PROMOTERS (9-10) | NET PROMOTER® SCORE |
|------------------|----------------|------------------|---------------------|
| 0                | 14%            | 86%              | 86                  |
| 0                | 1              | 6                |                     |

# REGULAR SESSION

**State of Texas  
County of Denton  
City of Lake Dallas**

The Lake Dallas City Council met in a regular called meeting on January 13, 2022, in the Lake Dallas City Hall, 212 Main Street, with notice of the meeting given, as required by Title 5, Chapter 551.041 of the Texas Government Code. Mayor Nolan called the meeting to order at 6:01 p.m.

**1. Roll Call**

Andi Nolan  
Megan Ray  
Cheryl McClain  
Adam Peabody

Mayor  
Councilmember 1  
Councilmember.3  
Councilmember 5

**Absent: None**

Brian Bailey  
Charlie Price

Councilmember 2  
Councilmember 4

**Staff Present:** City Secretary Codi Delcambre, City Attorney Kevin Laughlin, Public Works Superintendent Layne Cline, Lt. Alan Sawyer, Development Services Director Angie Manglaris, and City Manager Kandace Lesley.

**Early Work Session**

**1. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for January 13, 2022.**

Council reviewed the Consent or General Items listed on Today's City Council Meeting Agenda for January 13, 2022.

**2. Receive a report and hold a discussion regarding Hundley Drive and Lake Dallas turn signal.**

Council received a presentation regarding Hundley Drive and Lake Dallas turn signal from Public Works Superintendent Layne Cline.

**3. Receive a report and hold a discussion regarding a charter amendment election and name change.**

Council received a presentation regarding a charter amendment election and name change from City Attorney Kevin Laughlin.

**4. Receive a report and hold a discussion regarding wind signs.**

Council received a presentation regarding wind signs from Director of Development Services Angie Manglaris.

**5. Receive a report and hold a discussion regarding Seniors program**

Mayor Nolan discussed moving forward with the Seniors program.

**Open Session**

**1. Call to Order & Determination of Quorum.**

Mayor Nolan called the meeting to order at 7:05 p.m.

**2. Invocation and Pledges of Allegiance**

Pastor Lucas Pinckard led the invocation and the pledges.

**3. Announcements & Special Recognitions.**

**a. City Manager's Report**

- COVID update
- Capstone project for Fire Services

**4. Citizen Agenda & Public Comments**

Mayor Nolan opened the Visitors/Citizens Agenda.

No one signed up to speak.

**5. Consider and Act on the Consent Agenda**

**A. Approval of the October and November Financials.**

**B. Consider and act on approving the City Council minutes for and November 20, 2021 and December 9, 2021.**

**C. Consider and act on approving a Resolution appointing members to various positions on the Youth Advisory Commission.**

**D. Consider and take appropriate action to excuse Councilmember Price's absence from the December 9, 2021, regular meeting.**

**E. Consider and take appropriate action to excuse Councilmember Peabody's absence from the December 9, 2021, regular meeting.**

**Motion:** to approve consent agenda items 5A-5E was made by Councilmember Ray and second by Councilmember Bailey.

**Ayes:** Councilmembers Ray, McClain, Peabody

**Noes:** None

**Motion Passed 3-0**

6. **Consider and take action on a preliminary plat for a ±2.752 acre tract of land situated in the M. Wright Survey, Abstract No. 1355, City of Lake Dallas; generally located at 440 Betchan Street (PP-21-001).**

Council received a presentation on a preliminary plat for a ±2.752 acre tract of land situated in the M. Wright Survey, Abstract No. 1355, City of Lake Dallas; generally located at 440 Betchan Street from Angie Manglaris, Director of Development Services.

**Motion:** approve a preliminary plat for a ±2.752-acre tract of land situated in the M. Wright Survey, Abstract No. 1355, in the City of Lake Dallas, Denton County, Texas, as presented, contingent upon approval of the Downstream Assessment was made by Councilmember Ray and second by Councilmember McClain.

**Ayes:** Councilmembers Ray, McClain, and Peabody

**Noes:** None

**Motion Passed 3-0**

7. **Consider and take action on a final plat for a ±2.752 acre tract of land situated in the M. Wright Survey, Abstract No. 1355, City of Lake Dallas; generally located at 440 Betchan Street (FP-21-001).**

Council received a presentation on a final plat for a ±2.752 acre tract of land situated in the M. Wright Survey, Abstract No. 1355, City of Lake Dallas; generally located at 440 Betchan Street from Angie Manglaris, Director of Development Services.

**Motion:** approve a final plat for a ±2.752-acre tract of land situated in the M. Wright Survey, Abstract No. 1355, in the City of Lake Dallas, Denton County, Texas, as presented, contingent upon approval of the Downstream Assessment was made by Councilmember Ray and second by Councilmember McClain.

**Ayes:** Councilmembers Ray, McClain, and Peabody

**Noes:** None

**Motion Passed 3-0**

8. **Conduct a public hearing and take action on a request to replat the north 1/2 of Lot 25, Block H, Garza Beach Estates Addition. The property is more commonly known as 306 Bolivar Avenue (RP-21-007).**

Council received a presentation regarding a replat the north 1/2 of Lot 25, Block H, Garza Beach Estates Addition. The property is more commonly known as 306 Bolivar Avenue Angie Manglaris, Development Services Director.

Mayor Nolan opened the public hearing at 8:12 p.m.

No one spoke for or against the proposed replat.

Mayor Nolan closed the public hearing at 8:12 p.m.

**Motion:** to move an action request to replat the north 1/2 of Lot 25, Block H, Garza Beach Estates Addition as presented was made by Councilmember Ray and second by Councilmember McClain.

**Ayes:** Councilmembers Ray, McClain, and Peabody

**Noes:** None

**Motion Passed 3-0**

9. **Consider and take action on a resolution adopting a site plan for Lot 28, Block A, Garza Beach Estates, a proposed 3,000 square foot commercial building, generally located at 104 Adolphus Avenue, located to the west of N. Lakeview Drive (SP-21-003).**

**Motion:** to approve Resolution for an interlocal cooperation agreement for consulting services to evaluate broadband service providers by and among the City of Corinth, the City of Lake Dallas, the Town of Hickory Creek, and the Town of Shady Shores was made by Councilmember McClain and second by Councilmember Peabody.

**Ayes:** Councilmembers Ray, McClain, and Peabody

**Noes:** None

**Motion Passed 3-0**

10. **Consider and take action on a resolution approving a Site Plan amendment for Lot 1, Block A, Public Works Yard Addition (commonly known as 351 Betchan Drive) generally located on the north side Betchan Street approximately 150 feet east of Goliad Avenue (SP-21-001 - City of Lake Dallas Public Works Yard).**

**Motion:** to approve a resolution approving a Site Plan amendment for Lot 1, Block A, Public Works Yard Addition (commonly known as 351 Betchan Drive) generally located on the north side Betchan Street approximately 150 feet east of Goliad Avenue (SP-21-001 - City of Lake Dallas Public Works Yard was made by Councilmember Ray and second by Councilmember McClain.

**Ayes:** Councilmembers Ray, McClain, and Peabody

**Noes:** None

**Motion Passed 3-0**

11. **Consider and take action adopting an ordinance amending Chapter 106 of the Lake Dallas Municipal Code by adding Article IV “Municipal Drainage Utility System”, establishing a municipal drainage utility system and adopting a schedule of rates and charges to be assessed.**

Council received a presentation regarding an ordinance amending Chapter 106 of the Lake Dallas Municipal Code by adding Article IV “Municipal Drainage Utility System”, establishing a municipal drainage utility system and adopting a schedule of rates and charges to be assessed from Layne Cline, Public Works Superintendent.

Kristy Bleau of 301 S. Lakeview Dr stated that she wants new development held to the new standards.

Terry Lantrip of 109 Market Street stated the city has wasted a lot of money over the last 20 years that could have paid for this project without having a drainage tax. Mr. Lantrip asked if he would have to pay \$9.50 per rental unit?

Paul Forgey of 402 S. Lakeview stated that there needs to be a variance process for the drainage fee.

**Motion:** to ordinance amending Chapter 106 of the Lake Dallas Municipal Code by adding Article IV “Municipal Drainage Utility System”, establishing a municipal drainage utility system and adopting a schedule of rates and charges to be assessed with an effect date of February 1, 2022, was made by Councilmember Ray and second by Councilmember McClain.

**Ayes:** Councilmembers Ray, McClain, and Peabody

**Noes:** None

**Motion Passed 3-0**

**12. Receive a report, hold a discussion, and act to approve the City Manager’s appointment and employment of a Police Chief.**

**Motion:** to approve the City Manager’s appointment of Alan Sawyer as the Police Chief was made by Councilmember Ray and second by Councilmember McClain.

**Ayes:** Councilmembers Ray, McClain, and Peabody

**Noes:** None

**Motion Passed 3-0**

**13. Executive Session** As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed above or herein.

A. Conduct a closed meeting pursuant to Texas Government Code Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

1. Police Chief

**14. Return to Open Session**

No executive session.

**15. Adjournment**

Mayor Nolan adjourned the meeting at 9:25 p.m.

Approved:

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Andi Nolan, Mayor

Attest:

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Codi Delcambre, City Secretary



**CITY COUNCIL  
AGENDA MEMO**

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Prepared By: Codi Delcambre, City Secretary

January 27, 2022

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**Excusing Councilmember Price's Absence**

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**DESCRIPTION:**

Consider and take appropriate action to excuse Councilmember Price's absence from the January 13, 2022, regular meeting.

**BACKGROUND INFORMATION:**

Lake Dallas Municipal Code Section 2.53 requires that the City Council take up the absence of a councilmember at the next regularly scheduled meeting following the absence and vote to determine if the absence is excused. Councilmember Price's was at work and was absent from the January 13, 2022 council meeting.

**FINANCIAL IMPACT:**

None

**RECOMMENDED MOTIONS:**

Motion to approve or deny Councilmember Price's absence from the January 13, 2022, regular meeting.

**ATTACHMENT(S):**

None



**CITY COUNCIL  
AGENDA MEMO**

---

Prepared By: Codi Delcambre, City Secretary

January 27, 2022

---

**Excusing Councilmember Bailey's Absence**

---

**DESCRIPTION:**

Consider and take appropriate action to excuse Councilmember Bailey's absence from the January 13, 2022, regular meeting.

**BACKGROUND INFORMATION:**

Lake Dallas Municipal Code Section 2.53 requires that the City Council take up the absence of a councilmember at the next regularly scheduled meeting following the absence and vote to determine if the absence is excused. Councilmember Bailey's was on vacation and was absent from the January 13, 2022 council meeting.

**FINANCIAL IMPACT:**

None

**RECOMMENDED MOTIONS:**

Motion to approve or deny Councilmember Bailey's absence from the January 13, 2022, regular meeting.

**ATTACHMENT(S):**

None



## City Council AGENDA MEMO

Prepared By: Kandace Lesley, City Manager

Date: January 27, 2022

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### Interlocal Agreement – Broadband Consulting Services

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#### **DESCRIPTION:**

The purpose of this agenda item is for City Council to consider approving the City Manager to enter an Interlocal Agreement (ILA) with the Town of Hickory Creek, Town of Shady Shores and City of Corinth (a.k.a. Lake Cities) for legal services provided by The Kandutsch Law Office to finalize a broadband vendor contract, when such vendor is selected by all four municipalities.

#### **BACKGROUND INFORMATION:**

Lake Dallas officially entered into an original ILA with the other Lake Cities for broadband consulting services with Mighty River in June of 2021. Since that time, Mighty River assisted the Lake Cities with the procurement and selection processes for obtaining a vendor to construct a fiber ring and provide related highspeed internet services.

On Wednesday, January 26, 2022, a joint City Council meeting of all four cities was held for the purposes of the four cities to present information regarding the selection of a vendor for the installation and lease of a fiber ring, which is to be installed throughout the cities and include “drops” and internet service. (Potential cost for all items yet to be determined.)

The attorney selected has a number of years working with broadband from the private sector and service provider perspective. Staff has reviewed the ILA and engagement letter with The Kandutsch Law Office. Concerns were presented to the other cities regarding both documents. These concerns, which were also address with Lake Dallas City Council, have not been addressed.

#### **FINANCIAL CONSIDERATION:**

A breakdown of costs (both approved and now requested) is listed below and are eligible at this time to be funded by the American Recovery Protection Act.

- Lake Dallas’ cost for the original agreement with Mighty River (consulting vendor) was \$1,343 (approved by City Council).
- Lake Dallas’ cost for additionally funding for services rendered by Mighty River (consulting vendor) was \$2,774 (approved by City Council).

- Lake Dallas' cost for legal services with Carl Kandutsch (The Kandutsch Law Office) is \$4,725 (being considered now).

As with the original agreement, costs were calculated based on general size and population of each of the Lake Cities; data updated and driven by recent census. Other costs associated with this project are not limited to the above and may not be known at this juncture. Since Lake Dallas' concerns regarding the legal services ILA and Engagement letter were not considered, there could potentially be additional and unknown costs for legal services. However, Council may expect additional costs to include the broadband vendor contract, equipment, fiber leases, internet services, etc. Therefore, Council may anticipate additional ILAs and/or contracts in the future.

**RECOMMENDED MOTIONS:**

Staff recommends the City Council **APPROVE or DENY** the City Manager entering an Interlocal Agreement (ILA) with the Town of Hickory Creek, Town of Shady Shores and City of Corinth (a.k.a. Lake Cities) for legal services provided by The Kandutsch Law Office to finalize a broadband vendor contract, when such vendor is selected.

**ATTACHMENT(S):**

Last known version of the Lake Cities ILA – City of Corinth executed ILA and Engagement Letter (The Kandutsch Law Office).

**CARL E. KANDUTSCH, Ph.D., J.D.**  
**The Kandutsch Law Office**  
**2520 K Avenue, Suite 700-760**  
**Plano, Texas 75074-7753**  
**Tel: (214) 427-5354**  
**Mobile: (207) 659-6247**  
**Fax: (214) 291-5724**  
**carl@kandutsch.com**

January \_\_, 2022

City of Corinth  
City of Lake Dallas  
Town of Shady Shores  
Town of Hickory Creek

Via e-mail attachment to Attorney Stephanie Lewis at stephanie@txmunicipallaw.com

**CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION**

Re: **Legal Representation - Municipal Broadband Project**

Dear Ms. Lewis:

Please read this letter carefully. It describes the terms and conditions under which the Kandutsch Law Office (referred to herein as "we") will represent the City of Corinth, the City of Lake Dallas, the Town of Shady Shores and the Town of Hickory Creek (collectively referred to herein as "Lake Cities") concerning the above-referenced matter. Our policy requires that each individual client sign a copy of this letter agreeing to the terms and conditions described below before we can engage in representation, provided that to the extent that any person or entity has been duly designated as the single representative of the four client entities, that representative may sign this letter on behalf of the separate client entities.

1. Scope of Representation. Initially, the scope of representation (the "Representation") is as follows:

Provide legal advice and counsel concerning the implementation of a joint public/private project relating to the design and construction of a broadband network serving the four client entities, including, upon request, the selection of a service provider and the drafting and negotiation of a binding agreement between Lake Cities and the selected service provider. We will also upon request provide legal advice and counsel concerning any related matter that is within the scope of our experience and expertise.

Please note that the scope of the Representation does not include advice or services regarding the following: accounting, tax, financial, business, management, and related non-legal matters and advice; title searches, surveys, inspections and other non-legal work relating to real estate; securities, labor, litigation, and other legal matters not within our areas of expertise. We would be happy to refer you to others who may provide you these services if needed.

2. Fees. Our fee ("Fee") will be based on an hourly rate of \$450, plus reimbursement of any reasonable out-of-pocket expenses actually incurred. The Fee for the Representation shall not exceed \$27,000 unless otherwise agreed in writing by all of the Lake Cities. We will meet with you to agree on the appropriate Fee structure before undertaking any particular task. Please note that we review the hourly rate periodically and may adjust it from time to time. If such adjustment is needed, you will be notified in writing at least 30 days before the adjustment is implemented. We require an initial minimum deposit (the "Deposit") of \$3,000.00, which amount will be deposited in a State Bar of Texas Interest on Lawyer's Trust Account, the interest on which benefits the Texas Equal Access to Justice Foundation. The Deposit will be applied to your account, including at our discretion, to any past-due amounts. We reserve the right to request a supplemental Deposit, over and above the initial Deposit, in the event of an increase in our anticipated fees and expenses during our Representation. Upon the termination of the Representation, we will promptly return any unearned portion of the Deposit, less any fees and expenses unpaid as of the date of our final invoice.

3. Invoices. We will provide you, on or about the last day of each month, with an invoice describing in reasonable detail any billable activities performed on your behalf in connection with the Representation, the date performed, as well as the amount of time billed at the current hourly rate with respect to each activity. Time will be billed in 6 minute intervals; for example, 6 minutes of activity will be shown on the invoice as ".10." Only meaningful, productive activity will be billed, and activity requiring less than 6 minutes will not be billed. You will also pay for such costs as copies, postage, fax, long distance, recording, FedEx, courier, etc. Because of the detailed nature of our invoices, our clients do not usually have questions about them. However, if any question should arise, please call us promptly so we can discuss the matter.

4. Payment of Invoices. Our agreement to provide legal services is conditioned not only on your execution of this engagement letter, but also on prompt payment of the Deposit and of each invoice. Payment of the amount stated on any invoice is due and payable upon receipt of the invoice. Our hourly rates do not include any interest for slow payment. Because of this, and the fact that we do not include a service charge for late payments, we must insist that our clients pay their invoices promptly. By your execution of this engagement letter, you agree that we are relieved from the responsibility of performing any further work should you fail to pay any invoice (including bills for expenses received from third parties) or for supplemental Deposits within 15 days of receipt. In that event, you agree that we may move to withdraw from the Representation and that you will promptly execute any withdrawal motions to accomplish this.

5. In representing you, we recognize that we may be disqualified from representing any client in any matter related to our representation of you. We also recognize that we may be disqualified from representing any client in any matter in which confidential information concerning you and made available to us during our representation of you becomes material or relevant to another matter or in which use or knowledge of such information could be adverse to your interest. We will not undertake to represent or advise any other person or entity whose interests are contrary to your own in the course of any negotiation or other matter that is part of the Representation, including the representation of parties to agreements entered into by and between any one or more of the Lake Cities that were negotiated as part of the Representation as such agreements may be amended or extended from time to time.

6. As is true with all legal services, we cannot and do not guarantee the results of our representation. We make no express or implied warranties, and we disclaim all such express or implied warranties concerning the Representation.

7. You may discharge us from the Representation at any time. We are free to withdraw at any time and without cause, subject to reasonable notice under the circumstances and to approval by any court or other forum in which your matter may be pending. We will be entitled to receive compensation from you for all services rendered and all disbursements made, under the provisions of this engagement letter agreement, up to the time of withdrawal. Circumstances may arise that will require us to withdraw from representation under the Texas Disciplinary Rules of Professional Conduct or other applicable professional standards. In such circumstances, as well as in the instances referred to in paragraph 5 above, we will cooperate in the transfer of the matter to other counsel of your choice. If in the unlikely event a dispute arises between us and any one or more of the Lake Cities relating to this Representation the results in litigation, venue shall be in a state court of competent jurisdiction in Denton County, Texas.

8. Attorneys, like other professionals who advise on personal financial matters, are required by a federal law (the Gramm-Leach-Bliley Act) to inform their clients of their policies concerning privacy of client information. Because attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law, we have always protected our clients' right to privacy. In the course of representing clients, we receive all manner of significant personal financial information from them. As a client of the Kandutsch Law Office, you are advised that all information we receive from you will be held in confidence and not released to outside persons, except as agreed to by you or as required under applicable law. We retain records relating to professional services we provide to assist our clients with their professional needs and in some cases, to comply with professional guidelines. To guard your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

At the end of the Representation, please let us know if you need any documents from our files. We will retain the documents for five years and then destroy them in accordance with our record-retention policy then in effect.

9. The Supreme Court of Texas has adopted and promulgated the Texas Lawyer's Creed. Although compliance with the Creed is voluntary, we have decided to adhere to its provisions. You can read the Creed online here: <http://www.legalethictexas.com/Downloads/Texas-Lawyers-Creed/Texas-Lawyers-Creed.aspx>.

We discuss the terms and conditions of our engagement candidly in this letter because you are entitled to know and we believe that a candid discussion now should avoid any misunderstandings later. Please sign a copy of this letter in the space below, expressing your agreement to the terms and conditions set forth above. After we received your signed copy of this letter and the required Deposit, we will commence our Representation.

Sincerely yours,

Carl E. Kandutsch

ACCEPTED AND AGREED TO ON \_\_\_\_\_, 2022.

CLIENT (if collectively represented by signatory):  
City of Corinth, Texas

By: \_\_\_\_\_  
Bob Hart, City Manager

If not represented by a single representative:

CLIENT (if collectively represented by signatory):  
Town of Shady Shores, Texas

By: \_\_\_\_\_  
Wendy Withers, City Administrator

CLIENT (if collectively represented by signatory):  
Town of Hickory Creek, Texas

By: \_\_\_\_\_  
John Smith, City Administrator

CLIENT (if collectively represented by signatory):  
City of Lake Dallas, Texas

By: \_\_\_\_\_  
Kandace Lesley, City Manager

# **INTERLOCAL COOPERATION AGREEMENT FOR JOINT LEGAL SERVICES RELATED TO BROADBAND NEGOTIATIONS, CONTRACT DOCUMENTS AND FRANCHISE AGREEMENTS FOR THE CITY OF CORINTH, THE CITY OF LAKE DALLAS, THE TOWN OF HICKORY CREEK AND THE TOWN OF SHADY SHORES**

This Interlocal Cooperation Agreement for Broadband Joint Legal Services for Broadband Negotiations, Contract Documents and Franchise Agreements (“the Agreement”) is made and entered into by and among the CITY OF CORINTH, a Texas home rule municipality, (“CORINTH”), the CITY OF LAKE DALLAS, a Texas home rule municipality (“LAKE DALLAS”) the TOWN OF SHADY SHORES, a Type A general law municipality (“SHADY SHORES”) and the TOWN OF HICKORY CREEK, a Type A General law municipality (“HICKORY CREEK”), Corinth, Lake Dallas, Hickory Creek and Shady Shores are collectively referred to herein as the “LAKE CITIES” and individually referred to as a “LAKE CITIES MEMBER”, each organized and existing under the laws of the State of Texas, the Texas Constitution and, as applicable, its Home Rule Charter, and acting by, through and under the authority of their respective governing bodies and officials.

## **RECITALS**

**WHEREAS**, this Agreement is authorized pursuant to Chapter 791 of the Texas Government Code (hereinafter “Interlocal Cooperation Act”) to set forth the terms and conditions upon which the LAKE CITIES agree to jointly engage the services of an attorney who specializes in matters related to the acquisition and construction of a public/private broadband network partnership serving each LAKE CITIES MEMBER; and

**WHEREAS**, each LAKE CITIES MEMBER has identified concerns that their respective communities may not have the level of broadband access as defined and reported by the Federal Communications Commission; and

**WHEREAS**, each LAKE CITIES MEMBER recognizes that technology plays a pivotal role in the choice of businesses and residents to locate within their respective cities, that business operations and customer service require the presence of reliable technology resources, and that it is necessary to retain specialized legal representation and services to assist with the acquisition and construction of a public/private broadband network partnership serving the LAKE CITIES MEMBERS as four client entities, including without limitation, upon request, advice regarding the selection of a service provider and the drafting and negotiation of an agreement between the Lake Cities and the selected service provider (the “Project”); and

**WHEREAS**, LAKE CITIES have conducted a broadband study through Connected Nation and now desire to engage the services of an attorney who specializes in broadband matters to assist the LAKE CITIES MEMBERS with legal matters related to and arising out of the Project and the negotiation and execution of documents necessary for the completion of the Project; and

**WHEREAS**, the LAKE CITIES MEMBERS believe their individual best interests in the Project are aligned, do not conflict, and can best be served by entering into this Agreement for joint broadband legal services; and

**WHEREAS**, each LAKE CITIES MEMBER could retain such services individually as a governmental function; and

**WHEREAS**, LAKE CITIES have determined it appropriate to authorize CORINTH to serve as a liaison and act in accordance with the terms of this Agreement by entering into an agreement on behalf of LAKE CITIES with Carl E. Kandutsch of Kandutsch Law Office (“Attorney”) to provide legal advice and counsel and provide the services set forth in **Exhibit “A”** hereto to assist with the Project (the “Attorney Proposal”) and, pursuant to this Agreement, to participate in the cost for the services provided by Attorney pursuant to the Attorney Proposal; and

**WHEREAS**, the scope of work to be performed by Attorney will be in accordance with the terms of this Agreement, including, without limitation, Section 2 hereof, and the scope outlined in the Attorney Proposal, **Exhibit “A”** hereto, such scope having been agreed upon by each LAKE CITIES MEMBER; and

**WHEREAS**, the City Councils of each LAKE CITIES MEMBER has found that this Agreement and the services to be provided pursuant to this Agreement and the Attorney Proposal are valid governmental functions, will be paid by current revenues legally available to each LAKE CITIES MEMBER, and that the payments made hereunder fairly compensate for the services provided hereunder.

**NOW THEREFORE**, the LAKE CITIES, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. **Term/Termination.** This Agreement shall be effective upon execution by all of the LAKE CITIES with the effective date being the date of signature of the last LAKE CITIES MEMBER to sign (“the Effective Date”). The term of this Agreement shall be for a period of twelve (12) months following the Effective Date. Any LAKE CITIES MEMBER may terminate its participation in this Agreement not earlier than thirty (30) days after providing written notice to the other LAKE CITIES MEMBERS. A LAKE CITIES MEMBER who exercises its right to terminate its participation in this Agreement pursuant to this Section 1 shall remain obligated to pay its portion of the costs for services provided pursuant to this Agreement (defined in Section 2) through the effective date of such termination based on the percentage allocations set forth in the table in Section 3, below. Unless otherwise agreed by the remaining LAKE CITIES MEMBERS, the election of a LAKE CITIES MEMBER to terminate its participation in this Agreement does not terminate this Agreement as to the remaining LAKE CITIES MEMBERS.

2. **Scope of Work/Obligations/CORINTH as Liaison.**

(a) By execution of this Agreement, each LAKE CITIES MEMBER hereby requests and authorizes CORINTH to serve as liaison to negotiate an agreement with Attorney to provide legal advice and counsel for the Project, including, without limitation, legal advice and counsel concerning the acquisition and construction of a public/private broadband network serving the LAKE CITIES, including, upon request, assistance with the selection of a service provider and drafting and negotiation of necessary agreement(s) between the LAKE CITIES and the selected

provider. Each of the LAKE CITIES MEMBERS will execute the agreement with Attorney. Attorney will also, upon request, provide legal advice and counsel concerning any related matter that is within the scope of Attorney's experience and expertise. The Attorney Proposal and the Services provided thereunder are set forth in detail in **Exhibit "A"**, attached hereto and incorporated herein by reference. The LAKE CITIES hereby authorize CORINTH to negotiate and execute a contract with Attorney substantially consistent with the Attorney's Proposal and the terms of this Agreement ("Attorney Agreement"). Upon execution of the Attorney Agreement by Corinth, a copy of the executed Attorney Agreement shall be provided to each LAKE CITIES MEMBER, shall replace and supersede the Attorney Proposal as **Exhibit "A"** hereto, and the Attorney Agreement shall be incorporated herein by reference as **Exhibit "A"**.

(b) Each LAKE CITIES MEMBER agrees to participate in the Project and to assist Attorney and CORINTH in the performance of the various Project components to further and support Attorney's ability to render legal advice and counsel concerning the acquisition and construction of a public/private broadband network partnership serving the LAKE CITIES, including, upon request, the selection of a service provider and drafting and negotiation of one or more agreement(s) between the LAKE CITIES and the selected provider, and upon request, legal advice and counsel concerning any related matter that is within the scope of work set forth in Exhibit "A" hereto. CORINTH also agrees to act as the liaison and point of contact for the Services and prepare, execute, and administer the communication with the Attorney and the LAKE CITIES; provided, however, nothing herein shall be construed as prohibiting the city or town attorney of the respective LAKE CITIES MEMBERS from communicating directly with the Attorney on matters related to said city or town attorney's client. Any payments owed the Attorney for the Services pursuant to the Attorney Agreement shall be paid directly by CORINTH from funds currently available to CORINTH, and each LAKE CITIES MEMBER agrees to pay its share in accordance with **Section 3, "Consideration"** of this Agreement. Additionally, CORINTH agrees to monitor Attorney's work and compliance with provisions of the Attorney Agreement.

3. **Consideration.** CORINTH, LAKE DALLAS, SHADY SHORES, and HICKORY CREEK each agree to pay its proportionate share of the costs of the Services provided by Attorney pursuant to the Attorney Agreement based upon the allocation set forth in the chart provided in this Section. The total cost of the Services shall not exceed **TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000)**. CORINTH agrees to make payments to Attorney in accordance with the Attorney Agreement, and each LAKE CITIES MEMBER agrees to make payments to CORINTH not later than thirty (30) days after receipt of invoice from CORINTH. The LAKE CITIES agree that the payments made hereunder by each of the LAKE CITIES MEMBERS for the Services and for services provided by CORINTH provide valid and sufficient consideration for the services rendered and payments made hereunder.

|               | Land Area<br>Population (miles) |      |       |     | Total<br>Allocation | Total Cost |
|---------------|---------------------------------|------|-------|-----|---------------------|------------|
| Corinth       | 22,634                          | 60%  | 7.9   | 44% | 52%                 | \$14,040   |
| Lake Dallas   | 7,708                           | 20%  | 2.7   | 15% | 17.5%               | \$4,725    |
| Hickory Creek | 4,718                           | 13%  | 4.5   | 25% | 19%                 | \$5,130    |
| Shady Shores  | 2,764                           | 7%   | 2.9   | 16% | 11.5%               | \$3105     |
|               | 37,824                          | 100% | 18.00 | 100 | 100%                | \$27,000   |

4. **Authorization.** The undersigned officers and/or agents of the LAKE CITIES represent and certify that this Agreement has been approved by their respective governing body and that each is a duly authorized official and possesses the requisite authority to execute this Agreement on behalf of its governing body.

5. **Original Counterparts.** This Agreement may be executed in duplicate counterparts separately by each LAKE CITIES MEMBER, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. **Notice.** Notice as required by this Agreement shall be in writing delivered to the parties by certified mail or hand delivery at the address listed below. Each LAKE CITIES MEMBER shall notify each other LAKE CITIES MEMBER in writing within ten (10) days of any change in the information listed in this paragraph.

#### **CORINTH**

Bob Hart, City Manager  
3300 Corinth Parkway  
Corinth, TX 76208  
Telephone: (940) 498-3243

#### **LAKE DALLAS**

Kandace Lesley, City Manager  
212 Main Street  
Lake Dallas, TX 75065  
Telephone: (940) 497-2226

#### **HICKORY CREEK**

John Smith, Town Manager  
1075 Ronald Reagan Avenue  
Hickory Creek, TX 75065  
Telephone: (940) 497-2528

#### **SHADY SHORES**

Wendy Withers, Town Manager  
101 S Shady Shores Road  
Shady Shores, TX 76208  
Telephone: (940) 498-0044

7. **Assignment.** The LAKE CITIES agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of each other LAKE CITIES MEMBER.

8. **Venue.** This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any action relating to this Agreement shall be in a state court of competent

jurisdiction in Denton County, Texas.

9. **Independent Parties/Governmental Immunity.** Each LAKE CITIES MEMBER agrees and acknowledges that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each is not an agent of any of the other entities and that each is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents, or employees in conjunction with the performance of services covered under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed as a waiver of any governmental immunity or other defense available to each LAKE CITIES MEMBER. The provisions of this section are solely for the benefit of the LAKE CITIES and are not intended to create or grant any rights, contractual or otherwise, to any third party. This Agreement is for the sole benefit of the LAKE CITIES and shall not be construed to create any third-party beneficiaries. Except as expressly stated in this Agreement, nothing in this Agreement shall be construed as authorizing any LAKE CITIES MEMBER to act on behalf of any other LAKE CITIES MEMBER with respect to the execution of any agreements including, but not limited to, any agreement(s) between the respective LAKE CITIES MEMBER and any selected broadband provider.

10. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the LAKE CITIES, be rewritten to be enforceable and to give effect to the intent of the LAKE CITIES; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the LAKE CITIES.

11. **Non-Waiver.** Any failure by a LAKE CITIES MEMBER to insist upon strict performance by any one or more of the other LAKE CITIES MEMBERS of any material provision of this Agreement shall not be deemed a waiver thereof, and the LAKE CITIES MEMBER shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the LAKE CITY MEMBER waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any LAKE CITIES MEMBER of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition. Further, no LAKE CITIES MEMBER shall be authorized to waive any term or condition of this Agreement on behalf of another LAKE CITIES MEMBER.

12. **Entire Agreement.** This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of the LAKE CITIES, superseding all oral or written previous and contemporary agreements among the LAKE CITIES relating to matters set forth in this Agreement. This Agreement cannot be modified without written supplemental agreement or amendment executed by all of the LAKE CITIES.

13. **Further Documents.** LAKE CITIES MEMBER agrees that at any time after the Effective Date, they will, upon request of another LAKE CITIES MEMBER, execute and deliver

such further documents and do such further acts and things as the other LAKE CITIES MEMBERS may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the respective City Council seated at the time that this Agreement is executed or any future respective City Council.

**IN WITNESS WHEREOF**, this Agreement is signed in quadruplicate originals and agreed to by the LAKE CITIES in accordance with the execution dates indicated below.

**Signatures on Following Pages**

*City of Corinth Signature Page*

**CITY OF CORINTH, TEXAS**

By: \_\_\_\_\_  
Bill Heidemann, Mayor

\_\_\_\_\_  
Date

**By:**  
\_\_\_\_\_  
Bob Hart, City Manager

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Lana Wylie, City Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Patricia A. Adams, City Attorney

\_\_\_\_\_  
Date

*Town of Shady Shores Signature Page*

**TOWN OF SHADY SHORES**

By: \_\_\_\_\_  
Cindy Aughinbaugh, Mayor

\_\_\_\_\_ Date

**ATTEST:**

\_\_\_\_\_  
Wendy Withers, City Secretary

\_\_\_\_\_ Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_ Date

*Town of Hickory Creek Signature Page*

**TOWN OF HICKORY CREEK, TEXAS:**

By: \_\_\_\_\_  
Lynn Clark, Hickory Creek Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Kristi Rogers, City Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

*City of Lake Dallas Signature Page*

**CITY OF LAKE DALLAS, TEXAS:**

By: \_\_\_\_\_  
Kandace Lesley, City Manager

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Codi Delcambre, City Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kevin B. Laughlin, City Attorney

\_\_\_\_\_  
Date

**EXHIBIT “A”  
ATTORNEY PROPOSAL**

**(TO BE SUPERSEDED BY KANDUTSCH LAW OFFICE ATTORNEY AGREEMENT  
IN ACCORDANCE WITH SECTION 2(a) OF THIS AGREEMENT)**



**Lake Dallas City Council**  
**AGENDA MEMO**

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Prepared By: Lancine Bentley, Assistant to the City Manager

January 27, 2022

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**DESCRIPTION:**

Consider on first reading a resolution authorizing a project of the Lake Dallas Community Development Corporation requiring an expenditure exceeding \$10,000 pursuant to Texas Local Government Code Section 505.158 relating to the asbestos abatement and demolition and removal of the structures at 1000-1002 S. Stemmons Freeway, a LDCDC-owned property.

**BACKGROUND INFORMATION:**

The Lake Dallas Community Development Corporation (LDCDC) is a Type B Economic Development Corporation established by the City of Lake Dallas pursuant to the Development Corporation Act, Texas Local Government Code, Chapters 501-507, as amended (the "Act"), specifically with the Corporation to possess the powers granted by Chapter 505, Texas Local Government Code. The LDCDC has previously discussed pursuing a program of purchasing small tracts of real property within the City at strategic locations for the purpose of consolidating those tracts into larger parcels for redevelopment.

The LDCDC purchased the properties located at 1000 – 1002 and 1004 S. Stemmons Freeway in June and July 2021. In order to improve the salability of these properties, the LDCDC requested city staff to obtain quotes for asbestos abatement and demolition and removal of the structures located on these properties. A Request for Quotes was sent to thirteen (13) contractors to bid both projects. Seven contractors responded.

After review of the bids at the December 13<sup>th</sup> LDCDC meeting, the Board decided to hire a contractor(s) to perform the asbestos removal and demolition work for only the structures (building and pole sign) located at 1000-1002 S. Stemmons Freeway with said same work being performed at 1004 S. Stemmons Freeway at a future date. The LDCDC requested clarification and a best and final offer on the strongest bids received.

These services are considered an eligible project expense as authorized by the Act.

### **FINANCIAL CONSIDERATION:**

The four lowest bidding contractors were re-contacted to clarify bids and obtain best and final offers (BAFO). The BAFO resulted in the following:

| Contractor             | Service                                               | Price    |
|------------------------|-------------------------------------------------------|----------|
|                        |                                                       |          |
| Lloyd D. Nabors        | Demolition (1000-1002 S. Stemmons)                    | \$18,042 |
|                        |                                                       |          |
| Garrett Demolition     | Demolition/Asbestos Abatement (1000-1002 S. Stemmons) | \$27,688 |
|                        | Includes supplying electricity/water                  |          |
|                        | Asbestos abatement only for 1000-1002                 | NO BID   |
|                        |                                                       |          |
| Intercon Environmental | Demolition/Asbestos Abatement (1000-1002 S. Stemmons) | \$18,570 |
|                        | Includes supplying electricity/water                  |          |
|                        | Asbestos abatement only for 1000-1002                 | \$2,080  |
|                        |                                                       |          |
| Arc Abatement          | Asbestos Abatement (1000-1002 S. Stemmons)            | \$1,023  |
|                        | Includes supplying electricity/water                  |          |

### **RECOMMENDED MOTIONS:**

I move to **approve/deny** the resolution as presented authorizing the Board of Directors of the Lake Dallas Community Development Corporation to proceed with the proposed project and expenditure .

### **ATTACHMENT(S):**

Resolution

**CITY OF LAKE DALLAS TEXAS  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING A PROJECT OF THE LAKE DALLAS COMMUNITY DEVELOPMENT CORPORATION REQUIRING AN EXPENDITURE EXCEEDING \$10,000 PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 505.158 RELATING TO ASBESTOS REMOVAL AND DEMOLITION OF THE STRUCTURE AT 1000-1002 S. STEMMONS FREEWAY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Lake Dallas Community Development Corporation (“the Corporation”) is a Type B Economic Development Corporation established by the City of Lake Dallas (“City”) pursuant to the Development Corporation Act, Texas Local Government Code, Chapters 501-507, as amended (the “Act”), specifically with the Corporation to possess the powers granted by Chapter 505, Texas Local Government Code; and

**WHEREAS**, City’s population is less than 20,000; and

**WHEREAS**, the Corporation’s Board of Directors (“the Board”) has determined that a program of purchasing small tracts of real property within the City at strategic locations for the purpose of consolidating those tracts into a larger parcel for redevelopment will promote new and expanded business enterprises within the City and constitutes a “project” in accordance with Section 505.158 of the Act (“the Project”); and

**WHEREAS**, the Corporation has previously purchased the property at 1000-1002 S. Stemmons Freeway, in relation to the Project; and

**WHEREAS**, the Board finds it to be in the best interest of the Corporation and the City and in furtherance of its purpose as Type B Economic Development Corporation to take the action necessary to demolish the existing structure located at 1000-1002 S. Stemmons Freeway which will require an expenditure exceeding \$10,000; and

**WHEREAS**, Texas Local Government Code §505.158 requires the City Council to approve by resolution, following two separate readings, projects performed pursuant to said Section 505.158 that require an expenditure exceeding \$10,000; and

**WHEREAS**, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to approve the proposed project;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, THAT:**

**SECTION 1.** The Corporation is hereby authorized to proceed and take such action as it deems reasonable and necessary to conduct the Project including, but not limited to negotiating and entering into one or more contracts for the removal of asbestos and asbestos containing materials

and the demolition and removal of the structure at 1000-1002 S. Stemmons Freeway, in an amount exceeding \$10,000.

**SECTION 2.** This Resolution shall be effective immediately upon its passage and it is accordingly so resolved.

**PASSED AND APPROVED on FIRST READING** this the 27<sup>th</sup> day of January 2022.

**PASSED AND APPROVED on SECOND READING** this the 10<sup>th</sup> day of February 2022.

APPROVED:

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Andi Nolan, Mayor

ATTEST:

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Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

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Kevin B. Laughlin, City Attorney  
(kbl:1/6/2022:126929)



**Lake Dallas City Council  
AGENDA MEMO**

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**Prepared By: Lancine Bentley, Assistant to the City Manager**

**January 27, 2022**

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**Approving LDCDC Sale and Development of Property Located at 312 Main  
with a Grant Exceeding \$10,000**

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**DESCRIPTION:**

Consider on first reading a resolution authorizing a project of the Lake Dallas Community Development Corporation including a grant exceeding \$10,000 pursuant to Texas Local Government Code Section 505.158 relating to the sale and development of the property located at 312 Main Street.

**BACKGROUND INFORMATION:**

The Lake Dallas Community Development Corporation (LDCDC) is a Type B Economic Development Corporation established by the City of Lake Dallas pursuant to the Development Corporation Act, Texas Local Government Code, Chapters 501-507, as amended (the "Act"). Specifically, the Corporation possesses the powers granted by Chapter 505, Texas Local Government Code. The LDCDC has determined that a program of purchasing small tracts of real property within the City at strategic locations for the purpose of consolidating those tracts into larger parcels for redevelopment will promote new and expanded business enterprises within the City and constitutes a "project" in accordance with Section 505.158 of the Act.

On September 29, 2020, the LDCDC purchased 312 Main Street for \$231,476.45. The LDCDC plans to enter into a purchase and sale agreement of 312 Main Street with Isabel and Louis Velez, Jr. The sale of said property is subject to a restriction agreement on the property requiring construction of a three-story building with not less than 7000 square feet of the ground floor to be developed for restaurant and retail purposes and the remaining floors to be developed for restaurant, retail, office, and/or multi-family residential purposes.

The Act requires that the LDCDC Board hold a public hearing on the expenditure of funds for the project. The expenditure, in this instance, is the credit against the purchase price, which would be funds otherwise paid to the LDCDC at closing.

**FINANCIAL CONSIDERATION:**

The purchase price of the property is \$225,000. A purchase grant is being offered to the buyer (Isabel and Louis Velez, Jr.) in the amount of \$224,900 which is to be applied as a credit to the purchase price at closing.

**RECOMMENDATION:**

Staff recommends approval of the sale and purchasing agreement, including the related grant, with Isabel and Louis Velez, Jr. for development of the property located at 312 Main Street.

**POSSIBLE MOTIONS:**

I move to **approve on first reading/deny** the resolution as presented authorizing the Board of Directors of the Lake Dallas Community Development Corporation to proceed with the proposed project and grant exceeding \$10,000.

**ATTACHMENT(S):**

Resolution

**CITY OF LAKE DALLAS TEXAS  
RESOLUTION NO. 01272022-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING A PROJECT OF THE LAKE DALLAS COMMUNITY DEVELOPMENT CORPORATION REQUIRING AN EXPENDITURE EXCEEDING \$10,000 PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 505.158 RELATING TO THE SALE OF 312 MAIN STREET FOR DEVELOPMENT WITH A PURCHASE GRANT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Lake Dallas Community Development Corporation (the “Corporation”) is a Type B Economic Development Corporation established by the City of Lake Dallas (“City”) pursuant to the Development Corporation Act, Texas Local Government Code, Chapters 501-507, as amended (the “Act”), specifically with the Corporation to possess the powers granted by Chapter 505, Texas Local Government Code; and

**WHEREAS**, City’s population is less than 20,000; and

**WHEREAS**, the Corporation’s Board of Directors (the “Board”) has determined that a program of purchasing small tracts of real property within the City at strategic locations for the purpose of redevelopment will promote new and expanded business enterprises within the City and constitutes a “project” in accordance with Section 505.158 of the Act; and

**WHEREAS**, pursuant to the Project, the Corporation purchased the property located at 312 Main Street (the “Property”); and

**WHEREAS**, the Corporation has received a proposal from Isabel Velez and Louis Velez, Jr. (the “Developer”) for the purchase of the Property for the purpose of developing and using the Property for construction of a three (3) story building with not less than 7,000 square feet of the ground floor to be developed for restaurant and retail purposes and the remainder of the building to be developed for restaurant, retail, office, and/or multi-family residential purposes (the “Project”); and

**WHEREAS**, the Developer has advised the Corporation that a contributing factor that would induce the Developer to purchase the Property and construct the Project would be an agreement by the Corporation to provide a grant in the amount of \$224,900.00 (the “Purchase Grant”) to be applied as a credit against the purchase price of the Property of \$225,000.00; and

**WHEREAS**, the Board has previously found it to be in the best interest of the Corporation and the City and in furtherance of its purpose as Type B Economic Development Corporation to take the action necessary to sell the Property to the Developer for the Project and to provide the Purchase Grant; and

**WHEREAS**, Texas Local Government Code §505.158 requires the City Council to approve by resolution, following two separate readings, projects performed pursuant to said Section 505.158 that require an expenditure exceeding \$10,000; and

**WHEREAS**, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to approve the Project and the Purchase Grant.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, THAT:**

**SECTION 1.** The Corporation is hereby authorized to proceed and take such action as it deems reasonable and necessary to sell the Property to the Developer for development of the Project and to provide the Purchase Grant to the Developer to be credited against the purchase price of the Property.

**SECTION 2.** This Resolution shall be effective immediately upon its passage and it is accordingly so resolved.

**PASSED AND APPROVED on FIRST READING** this the 27<sup>th</sup> day of January 2022.

**PASSED AND APPROVED on SECOND READING** this the 10<sup>th</sup> day of February 2022.

APPROVED:

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Andi Nolan, Mayor

ATTEST:

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Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

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Kevin B. Laughlin, City Attorney  
(kbl:11/5/2021:125875)



**CITY COUNCIL  
AGENDA MEMO**

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Prepared By: Codi Delcambre, City Secretary

January 27, 2022

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**Youth Advisory Council Appointments**

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**DESCRIPTION:**

Consider and Act on a Resolution of the City Council of the City of Lake Dallas, Texas, appointing members to various positions of the Youth Advisory Council.

**BACKGROUND INFORMATION:**

I have placed this on the agenda as a place holder on the agenda. I was told that I may be receiving another application this week and we will not be having another meeting before the YAC Summit on February 4-6, 2022.

**FINANCIAL CONSIDERATION:**

The FY 2021-22 Budget contains \$4,000 that will be used by the YAC to purchase shirts and pins, attend the Youth Summit, and to fund teen projects.

**RECOMMENDED MOTIONS:**

I move to **approve/deny** the resolution appointing \_\_\_\_\_ to Place 4 of the Youth Advisory Council.

**ATTACHMENT(S):**

1. Applications
2. Resolution