



**City of Lake Dallas
City Council
Regular Meeting
City Hall
212 Main Street, Lake Dallas, TX 75065
Thursday, July 27, 2023, at 6:30 p.m.**

In accordance with Tex. Govt. Code §551.127, notice is hereby given that (i) one or more City Council members may be participating in this meeting by videoconference, (ii) the location of the meeting will be at Lake Dallas City Hall, 212 Main Street, Lake Dallas, Texas, where a quorum of the City Council will be physically present, which location will be open to the public, and (iii) it is the intent to have the quorum of members of the City Council present at said location for this meeting.

**EARLY WORK SESSION
City Council Chambers - 6:00 P.M.**

1. Call to Order and Determination of Quorum
2. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for July 27, 2023.
3. Receive a report and hold a discussion regarding the City Council attendance at the 2023 TML Annual Conference.
4. Receive a report and hold a discussion regarding the Lake Dallas ISD SRO request.
5. Receive a report and hold a discussion regarding the Christmas Event.
6. Receive a report and hold discussion regarding the Zoning Use Chart.
7. Receive a report and hold a discussion regarding the next step in the Fiscal Year 2023-2024 Budget adoption process.

(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-6:30 P.M.

1. Call to Order & Determination of Quorum

2. Invocation & Pledges of Allegiance

Section I- Presentation:

- 3. Presentation from Denton Central Appraisal District, Don Spencer regarding property appraisal.**
- 4. Announcements & Special Recognitions**

Section II – Public Comment:

5. 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 III– Elected Official Requested Items & Comments:

6. Mayor & Council Member Announcements and Requests for Future Agenda Items

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 to a proposal to place the subject on an agenda for a subsequent meeting.

Section IV – 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.

Section V– Planning & Development:

- 7. Conduct a public hearing and act on an ordinance amending the development regulations of the Specific Use Permit for Storage Facility previously granted by ordinance in relation to the development and use of Lots 2-A and 3-A, Block A, Gatlin Addition, generally located at 301 Carlisle Street, Lake Dallas, Texas.**

Section VI- General Items: None

8. Consider and Act on a Resolution authorizing negotiation and execution of a contract for pavement repairs with Pave It, Inc.

Section VII – 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.

9. Consider and Act on the Consent Agenda-

- a. Consider approval of the June 29, 2023, City Council minutes.
- b. Consider approval of a Resolution changing the date of the Regular City Council meeting for November 9, 2023.

Section VIII – 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 IX – Return to Open Session

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

Section X – 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 July 24, 2023, at 5:00 p.m.



Codi Delcambre
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.



CITY COUNCIL
AGENDA MEMO

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

April 14, 2022

Zoning Ordinance Discussion

DESCRIPTION:

Receive a report and hold a discussion regarding Lake Dallas Code of Ordinances, Chapter 122 "Zoning," Article I. as it relates to general definitions, the creation of Use Charts and allowable uses within specific Zoning Districts.

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. The City of Lake Dallas is currently in the process of updating its Zoning Ordinance and associated regulations. Rewriting a Zoning Ordinance is a multi-step process. The purpose of this discussion is to focus on the following steps within the project:

Incorporate 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. Attached to this Agenda Memo is an expounded upon definitions section of Chapter 122. The intent of the revisions is to better define terminology referenced throughout the Chapter.

Incorporate a Land Use Matrix into the Zoning Chapter:

A complete Land Use Matrix would make it easier on residents, developers, and staff in knowing what uses are allowed in which districts. In addition, going through the exercise of creating a Land Use Matrix provides an opportunity for staff, residents, and City Council to review what uses are/are not allowed in the City today and may assist in determining if any new uses need to be included. A draft of the City's Land Use Matrix is attached to this Agenda Memo. The draft matrix looks at uses that are currently unaddressed in the City's Zoning Code. Generally speaking, land uses not explicitly allowed in a Zoning Ordinance are implicitly prohibited. This draft of the Land Use Matrix begins to incorporate some land uses that have risen in popularity and demand over the last decade.

Evaluate the City's Zoning Districts:

The development of a Land Use Matrix is helpful in beginning to evaluate the Zoning Districts the City has. Specifically, this is an opportunity to consider if there are any Zoning Districts that could be removed or combined, and if there are there any Zoning Districts that could be added. The draft Land Use Matrix considers the following options:

- The draft Land Use Matrix does not include a C-2 Zoning District. Rather, it combines C-2 and C-3 to create one Zoning District. After reviewing the two Zoning Districts, the differences between C-2 and C-3 are relatively minor, as C-3 allows for any use permitted in C-2. To reconcile the differences between the two Zoning Districts, staff suggests the use of special use permits to address land uses allowed by right in C-3 by but not allowed in C-2. This includes the following uses:
 1. Automobile sales, rental, repair and storage.
 2. Boat sales, rental, repair and storage.
 3. Motorcycle sales, rental, repair and storage.
 4. Recreational vehicle sales, rental, repair and storage.
 5. Bus and/or rail sales.
- The draft Land Use Matrix contemplates adding a Community Facilities Zoning District. This Zoning District has been added for consideration and is intended for public and quasi-public institutions which do not fit into other zones, such as residential or commercial zoning. This category is reserved for City-owned offices and buildings, parks, public health facilities, schools, and other similar community-oriented services and buildings.
- The draft Land Use Matrix does not include the Swisher Road overlay. Staff is suggesting mimicking C-1 allowable uses for the Swisher Road Overlay. As this project progresses, the City will want to review the Swisher Road Overlay in greater detail and determine if the Overlay is actively assisting the development of the Swisher Corridor or if alternate options should be considered.

FINANCIAL IMPACT:

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.

RECOMMENDED MOTIONS:

After discussion, provide staff direction on next steps.

ATTACHMENT(S):

- Chapter 122- Draft Definitions
- Chapter 122- Draft Use Charts

Sec. 122-4. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory building or accessory use means a subordinate building having a use customarily incident to and located on the lot occupied by the main building, or a use customarily incident to the main use of the property. A building housing an accessory use is considered an integral part of the main building when it has any part of a wall in common with the main building, or is under an extension of the main roof and designed as an integral part of the main building.

Agriculture means the planting, cultivating, harvesting and storage of grains, hay or plants commonly grown in the county. The raising and feeding of livestock and poultry shall be considered an agricultural use if the area in which the livestock or poultry is kept is ten acres or more in area, and if such raising of livestock and poultry is incidental or supplemental to the raising of crops.

Alley means a minor way, which is used primarily for vehicular service access to the back or side of properties otherwise abutting on a street.

Alteration means any addition, removal, extension or change in the location of any exterior wall of a main building or accessory building.

Apartment means a room or a suite of rooms within an apartment house arranged, intended or designed for a place of residence of a single family or group of individuals living together as a single housekeeping unit.

Automobile repair shop (major) means an establishment used for general repair or reconditioning of engines, air-conditioning systems, and transmissions for vehicles; wrecker or towing service; insurance estimating; collision services including body, frame or fender repair; customizing; painting; tire re-treading; undercoating and rust-proofing.

Automobile repair shop (minor) means an establishment used for the dispensing or sales of automobile fuels, lubricants, and accessories; the minor repair or replacement of parts; performing state inspection and making minor repairs necessary to pass state inspection; automobile detailing; and the sales and installation of automobile radios.

Bed and breakfast inn means a dwelling or private home occupied as a permanent residence by an owner, manager or renter which offers or serves breakfast to guests and which provides or offers sleeping accommodations in not more than five rooms wherein the length of stay is not more than 14 consecutive days for any one or more guest at any one facility.

Block means a piece or parcel of land entirely surrounded by public highways or streets, other than alleys. In cases where the platting is incomplete or disconnected, the zoning administrator shall determine the outline of the block.

Building means a completely enclosed structure, anchored to a permanent foundation and having exterior or party walls and a roof, designed for the shelter of persons, animals or property. When divided by other than common or contiguous walls, each portion or section of such building shall be regarded as a separate building, except that two buildings connected by a breezeway shall be deemed as one building. The word "building" includes the word "structure."

Commission means the planning and zoning commission.

Court means an open, unoccupied space, other than a yard, bounded on three or more sides by exterior walls of a building, or by exterior walls of a building and lot lines on which walls are allowable.

Curb level means the mean level of the curb in front of the lot, or in case of a corner lot, along that abutting street where the mean curb level is the highest.

Disaster means fire, flood, explosion, tornado, high winds, or other cause of destruction that is not the choice of the property owner.

Dwelling means a building or portion of a building designed exclusively for residential occupancy, including a one-family, two-family, multiple-family dwelling, and a mobile home or manufactured home.

Dwelling, multifamily means a building or portion of a building arranged, intended or designed for occupancy by three or more families.

Dwelling, one-family means a building arranged, intended or designed for occupancy by one family only.

Dwelling, two-family means a building arranged, intended or designed for occupancy by two families.

Family means one or more persons living together as a single housekeeping unit in which not more than two persons are unrelated by blood, marriage or adoption, foster children excepted.

Garage, private means an accessory building for storage only of motor vehicles.

Height of building means the vertical distance measured from the average finished ground level adjoining the building if it sits back from the street line to the level of the highest point of the roof beams of flat roofs or roofs inclining not more than one inch to the foot, or to the mean height level of the top of the mainplates and highest ridge for other roofs.

Height of yard or height of court means the vertical distance from the lowest level of a yard or court to the highest point of any boundary wall.

Home occupation means any business, occupation or profession conducted by a resident that is clearly incidental and secondary to the use of the premises for dwelling purposes and is not detrimental to the enjoyment of adjoining or nearby property.

Hotel or motel means a building or facility occupied, used or offering temporary lodging accommodations for not less than 30 consecutive days or guest rooms on a daily or weekly rate to the general public and providing additional services such as restaurants, meeting rooms, maid service, and recreational facilities. A guest room is a room designed, intended or used for the overnight lodging of hotel or motel guests for an established rate or fee.

HUD-code manufactured home means a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development; built on a permanent chassis; designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities; transportable in one or more sections; and in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet; includes the plumbing, heating, air conditioning, and electrical systems of the home; and does not include a recreational vehicle as defined by 24 C.F.R. Section 3282.8(g).

Living area means the air-conditioned space in a residential dwelling unit, exclusive of garages, porches, breezeways, or other nonliving space.

Lot means a parcel of land occupied or to be occupied by one main building, or unit group of buildings, and the incident accessory buildings or uses, including such open spaces as are required under this article, and having its principal frontage upon a public street or approved place.

Lot, corner means a lot abutting upon two or more streets at their intersection. A corner lot shall be deemed to front on that street on which it has its least dimension unless otherwise specified by the zoning administrator.

Lot depth means the mean horizontal distance from the front street line to the rear lot line.

Lot, interior means a lot whose side lot lines do not abut upon any street.

Lot line, front means the boundary between a lot and the street on which it fronts.

Lot line, side means any lot boundary line not a front or rear line. A side lot line may be a party lot line, a line bordering on an alley or place, or a side street line.

Lot lines means the lines bounding a lot.

Lot, reverse corner means a corner lot whose front lot line faces at right angles to the front lot lines of the interior lots or whose rear lot line abuts the side lot lines of interior lots.

Lot, through means an interior lot having frontage on two streets.

Lot width means the horizontal distance between side lot lines, measured at the front building line.

Lots in separate ownership at the time of the passage of the ordinance codified in this chapter means lots whose boundary lines, along their entire length, touched lands under other ownership as shown by plat or deed recorded in the office of the county clerk on or before the date of adoption of the ordinance codified in this chapter.

Manufactured housing or manufactured home means a HUD-code manufactured home or a mobile home and collectively means and refers to both.

Masonry means materials allowed under this chapter as exterior facade, including fired clay brick, stone, finished stucco, aggregate concrete, or other brick and materials as determined by the commission.

Mobile home means a structure: constructed before June 15, 1976; built on a permanent chassis; designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities; transportable in one or more sections; and in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet; and includes the plumbing, heating, air conditioning, and electrical systems of the home.

Model home means a dwelling in a developing subdivision located on a legal lot of record that is limited to temporary use as a sales office for the subdivision, and to provide an example of the dwellings in the same subdivision.

Must means mandatory.

Nonconforming use or structure means a use or structure that does not conform to the requirements of this chapter but which, at the time of the commencement of the use or construction of the structure, was in conformance with the zoning regulations of the district in which situated.

Parking lot means an off-street area surfaced and improved for the temporary parking of motor vehicles.

Parking lot, commercial means an off-street area surfaced with asphalt or concrete for the temporary parking of motor vehicles for a fee.

Retirement/assisted living housing means a dwelling unit specifically designed to provide lodging, meals, and assisted living services for elderly persons.

Service floor area means the total floor area of a building, exclusive of stairways, restrooms, storage rooms, hallways or other areas, which are not regularly used by inhabitants, visitors, employees, clients, customers, patients or patrons in their normal everyday use of the building.

Shall means mandatory.

Sign means that which attracts or directs attention by visual means to any object, product, service, place, activity, person, institution or business. A sign includes any fasteners, fixtures, methods, or structures by or upon which a sign is erected, attached, displayed, placed or mounted.

Stable, private means an accessory building designed and intended for the housing and maintenance of horses and/or livestock that are owned by the occupant of the premises, and which accessory building is not used for commercial purposes and is used for the personal use of the owner or occupant of the property where situated.

Story means that part of a building included between the surface of one finished floor and the surface of the finished floor next above, or if there is no floor above, that part of the building which is above the surface of the highest floor. A top story attic is a half-story when the main line of the eaves is not above the middle of the interior height of such story.

Street means an area for vehicular traffic whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place, or otherwise.

Structural alteration means any alteration involving a change in or addition to the supporting members of a building, such as load bearing walls, columns, beams or girders.

Structure means anything constructed or erected which requires location on the ground, or attached to something having a location on the ground, including but not limited to signs, and excepting utility poles, fences and retaining walls.

Used for includes the meaning "designed for" or "intended for."

Yard means an open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as may otherwise be provided in this chapter.

Yard, front means a yard across the full width of the lot from the front line of the main building to the front line of the lot.

Yard, rear means a yard measured between the rear lot line and the rear line of the main building and located between the side lot lines.

Yard, side means a yard between the main building and the adjacent side lot line of the lot, and extending from the front yard to the rear yard.

Zoning Administrator means the person designated by the City with the duties of administering and enforcing this chapter, or such person's duly appointed designee.

Table 122-A																
Use Category	Definition	Specific Use Type	Zoning Districts													
			R-1-10000	R-1-7200	R-1-6000	R-2	R-3	MHD	MHP	CF	C-1	C-2	IH-35E	M-1	MA	Downtown
Residential			P= Permitted Use; S = SUP Required; Blank = Not Permitted													
Household Living	Residential occupancy of a dwelling unit by a "household"	House Detached - Single Family Dwelling	P	P	P	P										P
		House Attached - Two Family Dwelling				P										P
		Three or Four Family Dwelling					P									P
		Multi-Dwelling Structure MAX: 18 DU/AC					P									P
		Manufactured Home						P	P							

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Group Home	As defined and regulated by state and federal law		P	P	P	P	P									
Convalescent Home	Any structure used for or occupied by persons recovering from illness or suffering from the infirmities of old age						S				P	P	P	P	P	P
Accessory Dwelling	Accessory building to be used as a secondary dwelling on the same property, provided there is a primary residence		P	S	S											
Institutional and Civic			P= Permitted Use; S = SUP Required; Blank = Not Permitted													
College	Colleges and institutions of higher learning									P	P	P	P		P	
Community Service	Public, nonprofit, or charitable uses generally									S	P	P	P	P	P	P

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	providing a local service to the community															
Day Care	Care, protection and supervision for adults on a regular basis away from their residence for less than 24 hours per day	12 Children or less	S	S	S	S	S			S	P	P	P	P	P	S
		Kindergarten or Nursery						S	S	S				P		S
Government Installations	Installations owned and operated by the City of Lake Dallas, Denton County, or the State of Texas which are necessary for governmental services		S	S	S	S	S	S	S	P	S	S	S	S	S	S
Health Care Facility	Medical or surgical care to patients, with overnight care									S	P	P	P	P	P	P
Parks and Open Areas	Natural areas consisting mostly of vegetative		S	S	S	S	S	S	S	S	P	P	P	P	P	P

Table 122-A

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	landscaping or outdoor recreation, community gardens, etc.															P
Religious Institution	Worship and other related religious activities		S	S	S	S	S	S	P	P	P	P	P	P	P	S
Safety Services	Public safety & emergency response services		S	S	S	S	S	P	P	P	P	P	P	P	P	P
Schools	Schools at the primary, elementary, middle, junior high, or high school level		S	S	S	S	S	S	P	P	P	P	P	P	P	S
Utilities, basic	Installations which are necessary for the furnishing of public utility services	Minor expansions of existing facilities	S	S	S	S	S	S	P	P	P	P	P	P	P	S
		New or major expansions	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Commercial			P= Permitted Use; S = SUP Required; Blank = Not Permitted													

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Amusement Arcade, Indoors	51% of the gross floor area of a tenant space used for pinball machines, video games, amusement machines, or other similar player-operated amusement devices												S	S		
Auto Sales and Rental	Automobile, motorcycle, truck, boats, and trailer sales or rental													P		
Batting Cages, Outdoor	An area for baseball, softball, or tee-ball batting practice that is enclosed by fencing or netting									S	S	S	P	P	P	S
Crematory	A place where a deceased person's body is cremated										S	S	S	P		

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Farm Implement Sales and Service	Sale and service of farming tools and equipment										S	S	S	P		
Food Truck Park	A location at which more than one food truck operates on a regular basis									S	P	P	S	S	S	S
Golf Driving Range, Outdoor	An area where persons can practice or learn to play golf, typically practicing "driving;" swinging a golf club to hit a golf ball									S	P	P	P	P	P	
Miniature Golf, Outdoor	A version of golf played on a series of short constructed obstacle courses; also commonly known as mini-golf or putt-putt										S	S	P	P	P	S

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Office	Actives conducted in an office setting and generally focusing on business, professional, medical, or financial services						S			S	P	P	P	P	P	P
Office, Temporary Residential Sales Office	Temporary real estate office for the sale of property located within its related subdivision		P	P	P	P	P									S
Parking, Commercial	Parking that is not accessory to a principal use; fees may or may not be charged									S	P	P	P	P	P	S
Printing Services	Duplicating service, printing, lithographing, multi-graphing and offset printing, blueprinting, and photo-stating	Duplicating and electronic printing where floor area does not exceed 3000 SF								S	P	P	P	P	P	P
		Offset printing, web press											P	P		

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Recreation and Entertainment, Outdoor	Large, generally commercial uses that provide continuous recreation or entertainment-oriented activities										S	S	S	S	P	S
Retail Sales and Service	Firms involved in the sale, lease, or rental of new or used products to the general public; they may also provide personal services or entertainment, or provide product repair or services for consumer and business goods									S	P	P	P	P	P	P
RV Camping Area	Any development, site, parcel or tract of land designed, maintained or intended to be used for the purpose of providing short term (14 days or						S			S	S	S	S	S	P	

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	less) occupancy of camper vehicles, recreational vehicles, tents or trailers															
RV Storage	Parking lot used for the storage of recreational vehicles									S	S	S	S	P	S	
Sexually Oriented Business	An adult arcade, adult bookstore, adult video store, adult motel, adult motion picture theater, adult theater, nude model studio, or adult entertainment facility (see Chapter 26, Art. III, Code of Ordinances)										S	S		S		
Skating rinks	Ice skating or roller-skating rinks										S	P	P	P	P	

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Self-Service Storage	Uses providing separate storage areas for individual or business uses										S	S	S	S	S	
Vehicle Repair	Service to passenger vehicles, light & medium trucks, & other consumer motor vehicles, generally, the customer does not wait at the service site while the service or repair is being performed										S	P	P	P	P	
Vehicle Service, Limited	Direct services to motor vehicles where the driver or passengers generally wait in the car or nearby while the service is performed										S	P	P	P	P	

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Warehouse and Freight Movement	Firms involved in the storage, or movement of goods									S	S	P	P			
Wholesale Sales	Firms involved in the sale, lease, or rental of products primarily intended for industrial, institutional, or commercial businesses											S	P			
Industrial			P= Permitted Use; S = SUP Required; Blank = Not Permitted													
Industrial Service	Firms engaged in the repair or servicing of industrial, business, or consumer machinery equipment, products or by-products											P	P			
Manufacturing and Production	Firms involved in the manufacturing, processing, fabrication,												P			

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	packaging, or assembly of goods															
	Tiny Home Manufacturing										S		P			
Other			P= Permitted Use; S = SUP Required; Blank = Not Permitted													
Agriculture	Raising, producing or keeping plants or animals	Animal Confinements - Commercial										S		S		
		Animal Pasturing greater than 10 acres	P									S		S		
		Animal Pasturing less than 10 Acres	P													
		Private Stable (Accessory Use)	P					P	P		S	S	S	S	S	
		Private Stable (Primary Use)	S	S	S	S	S	S	S	S	S	S	P	P	S	

Table 122-A																
Use Category	Definition	Specific Use Type	Zoning Districts													
			R-1-10000	R-1-7200	R-1-6000	R-2	R-3	MHD	MHP	CF	C-1	C-2	IH-35E	M-1	MA	Downtown
Telecommunications Facilities	A facility used for the transmission of signs, signals, messages, words, writings, images and sounds or information of any nature by wire, radio, optical or electromagnetic systems	Not exceeding the max building height of district	P	P	P	P	P	P	P	P	P	P	P	P	P	P
		Greater than the max building height of district	S	S	S	S	S	S	S	S	S	S	S	S	S	S

- A. Basis for Classifications. Use categories classify land uses and activities into use categories based on common functional, product, or physical characteristics. Characteristics include the type and amount of activity, the type of customers or residents, how goods or services are sold or delivered, and site conditions. The use categories provide a systematic basis for assigning present and future land uses into appropriate zoning districts.
1. Principal Uses. Principal uses are assigned to the category that most closely describes the nature of the principal use. The "characteristics" subsection of each use category describes the common characteristic of each principal use.
 - a. Development with Multiple Principal Uses. When all principal uses of a development fall within one use category, the entire development is assigned to that use category. A development that contains a coffee shop, bookstore, and bakery, for example, would be classified in the retail sales and services category because all of the development's principal uses are in that category. When the principal uses of a development fall within different use categories, each principal use is classified in the applicable category and each use is subject to all applicable regulations for that category.

- b. Accessory Uses. Accessory uses are allowed by-right in conjunction with a principle use, unless otherwise stated in the regulations. Also, unless otherwise stated, accessory uses are subject to the same regulations as the principal use. Common accessory uses are listed as examples in the use category descriptions.
 - c. Use of Examples. The "examples" subsection of each use category lists common examples of uses included in the respective use category. The names of these sample uses are generic. They are based on common meanings and not on what a specific use may call itself. For example, a use that calls itself "wholesale warehouse," but that sells mostly to consumers, is included in the retail sales and services category rather than the wholesale sales category. This is because the actual activity on the site matched the description of the retail sales and services category.
- B. Restricted Uses. The city council may identify unique uses to be regulated separately from their related general use categories. The following uses are identified separately from the general use categories and listed within the use charts:
 - 1. Auto sales and rental; retail sales and service—Commercial uses.
 - 2. Batting cages, outdoor; recreation and entertainment, outdoor—Commercial uses.
 - 3. Convalescent home; group living—Residential uses.
 - 4. Carwash; vehicle, service limited—Commercial uses.
 - 5. Crematories; retail sales and service—Commercial uses.
 - 6. Driving range, outdoor; recreation and entertainment, outdoor—Commercial uses.
 - 7. Farm implement sales and service; retail sales and service—Commercial uses.
 - 8. Food truck park; retail sales and services—Commercial uses.
 - 9. Frozen food lockers; warehouse and freight movement—Commerce uses.
 - 10. Government installations; office or safety services or community services—Institutional uses.
 - 11. Landfill; waste-related—Industrial uses.
 - 12. Miniature golf, outdoor; recreation and entertainment, outdoor—Commercial uses.
 - 13. Office, temporary residential sales; office—Commercial uses.
 - 14. Printing services; manufacturing and production—Industrial uses.
 - 15. RV camping; retail sales and services—Commercial uses.
 - 16. RV storage; retail sales and services—Commercial uses.
 - 17. Sexually oriented business; retail sales and services—Commercial uses.
 - 18. Skating rinks, outdoor; recreation and entertainment, outdoor—Commercial uses.
- C. Similar Use Interpretation Criteria. The following considerations shall be used in making similar use interpretations:

1. The actual or projected characteristics of the activity in relationship to the stated characteristics of each use category;
2. The relative amount of site area or floor space and equipment devoted to the activity;
3. Relative amounts of sales from each activity;
4. The customer type for each activity (retail or wholesale);
5. The relative number of employees in each activity;
6. Hours of operation;
7. Building and site arrangement;
8. Vehicles used with the activity;
9. The relative number of vehicle trips generated by the use; and
10. How the use advertises itself.

D. Residential Use Categories.

1. Group Living.

- a. Characteristics. Group living is characterized by the residential occupancy of a structure by a group of people who do not meet the definition of household living. The size of the group may be larger than the average size of a household. Tenancy is arranged on a monthly or longer basis. Uses where tenancy may be arranged for a shorter period are not considered residential. They are considered to be a form of transient lodging (see retail sales and service and community service categories). Generally, group living structures have a common eating area for residents. The residents may receive care, training, or treatment, as long as the care givers also reside at the site.

2. Household Living.

- a. Characteristics. Household living is characterized by the residential occupancy of a dwelling unit by a household. Tenancy is arranged on a month-to-month or longer basis. Uses where tenancy may be arranged for a shorter period are not considered residential. They are considered to be a form of transient lodging (see the retail sales and service and community service categories).
- b. Accessory Uses. Accessory uses commonly associated with household living are recreational activities, raising of pets, hobbies, and parking of the occupants' vehicles. Home occupations are accessory uses but are subject to additional regulations.
- c. Examples. Uses include living in single, two, three, and four family dwelling units, or other multi-dwelling structures, retirement center apartments, and manufactured housing.
- d. Exceptions.
 - (1) Hotels, motels.
 - (2) Nursing homes, etc., are classified as convalescent homes.

E. Commercial Use Categories.

1. Amusement arcade, indoor.
 - a. Characteristics. Indoor amusement arcade is a building or part of a building in which pinball machines, video games, amusement machines, or other similar player-operated amusement devices are present and maintained as a primary use. For the purpose of this definition, "primary use" means fifty-one percent or more of the gross floor area of the portion of the tenant space being used.
 - b. Accessory Uses. Accessory uses include retail sales of food and beverage, offices and parking.
 - c. Examples. Examples include video game arcades, billiard halls and other amusement centers with coin-operated amusement machines, which means any machine or device of any kind or character that is operated by or with coins, metal slugs, tokens, monetary bills, or checks when such machine dispenses or is used or is capable of being used or operated for amusement or pleasure, or when such machine is operated for the purpose of dispensing or affording skill or pleasure. An amusement machine pursuant to this definition is the same as a skill or pleasure coin-operated machine pursuant to the Texas Revised Civil Statutes, Title 132, Chapter 8, Section 8801(5), as amended. An amusement machine shall also include any billiard table operated for profit, whether operated by or with coins, metal slugs, tokens, monetary bills, or checks inserted into the machine or paid to an attendant.
 - d. Exceptions.
 - (1) Does not include a bowling alley, skating rinks, or batting cages.
 - (2) Does not include the dispensing or vending of merchandise or music, or service as defined by Texas Revised Civil Statutes, Title 132, Chapter 8 Section 8801 et seq., as amended.
2. Office.
 - a. Characteristics. Office uses are characterized by activities conducted in an office setting and generally focusing on business, professional, medical, or financial services.
 - b. Accessory Uses. Accessory uses may include cafeterias, health facilities, parking, or other amenities primarily for the use of employees in the firm or building.
 - c. Examples. Examples include professional services such as lawyers, accountants, engineers, or architects; financial businesses such as lenders, brokerage firms, bank headquarters, or real estate agents; data processing; sales offices; TV and radio studios; medical and dental clinics, medical and dental labs; and blood-collection facilities.
 - d. Exceptions.
 - (1) Offices that are part of and located with a principal use in another category are considered accessory to the firm's primary activity. Headquarters offices, when in conjunction with or adjacent to a principal use in another category, are considered part of the other category.
 - (2) Contractors and others who perform services off-site are included in the office category if equipment and materials are not stored on the site and fabrication, services, or similar work is not carried on at the site.
3. Parking, Commercial.

- a. Characteristics. Commercial parking facilities provide parking that is not an accessory to a principal use. A fee may or may not be charged. A facility that provides both accessory parking for a principal use and regular fee parking for people not connected to the use is also classified as a commercial parking facility.
 - b. Accessory Use. Attendant facilities.
 - c. Examples. Examples include short-term and long-term fee parking facilities and mixed parking lots (partially accessory to a principal use, partly for rent to others).
 - d. Exceptions.
 - (1) Parking facilities that are accessory to a use, but that charge the public to park for occasional event nearby, are not considered commercial parking facilities.
 - (2) Parking facilities that are accessory to a principal use are not considered commercial parking uses, even if the operator leases the facility to the principal use or charges a fee to the individuals who park in the facility.
 - (3) Public transit park-and-ride facilities are classified as basic utilities.
4. Recreation and Entertainment, Outdoor.
- a. Characteristics. Outdoor recreation and entertainment uses are large, generally commercial, uses that provide continuous recreation or entertainment-oriented activities. They primarily take place outdoors. They may take place in a number of structures that are arranged together in an outdoor setting.
 - b. Accessory Uses. Accessory uses may include concessions, parking, and maintenance facilities.
 - c. Examples. Examples include amusement parks; theme parks; and zoos.
 - d. Exceptions.
 - (1) Golf courses are classified as parks and open space.
5. Retail Sales and Service.
- a. Characteristics. Retail sales and service firms are involved in the sale, lease or rent of new or used products to the general public. They may also provide personal services or entertainment; or provide product repair or services for consumer and business goods.
 - b. Accessory Uses. Accessory uses may include offices; storage of goods; assembly or repackaging of goods primarily for on-site retail sale; processing of food primarily for the on-site retail sale and parking.
 - c. Examples. Examples include uses from the four following groups:
 - (1) Sales-oriented. Stores selling, leasing, or renting consumer home and business goods including art, art supplies, bicycles, clothing, dry goods, electronic equipment, fabric, furniture, garden supplies, gifts, groceries, hardware, home improvements, household products, jewelry, pets, pet food, pharmaceuticals, plants, printed material, and stationary; food sales, and sales or leasing of consumer vehicles, including passenger vehicles, motorcycles, light and medium trucks and other recreational vehicles.

- (2) Personal Service-Oriented. Branch banks; emergency medical care; laundry facilities; photographic studios; photocopy and printing services; hair, tanning, and personal care services; martial arts and other trade schools; dance or music classes; taxidermist; mortuaries; veterinarians; and animal grooming.
- (3) Entertainment-Oriented. Restaurants, cafes, delicatessens, bars and taverns; indoor continuous entertainment activities such as bowling alleys, ice rinks and game arcades; pool halls; dance halls; indoor shooting ranges; theaters, health clubs, gyms, membership clubs and lodges; hotels, motels, recreational vehicle parks and other temporary lodging with the length of stay being less than thirty days.
- (4) Repair-Oriented. Repair of electronics, bicycles, clocks, watches, shoes, guns, appliances and office equipment; tailor; locksmith; and upholsterer.

d. Exceptions.

- (1) Lumber yards and other building material sales that sell primarily to contractors and do not have a retail orientation are classified as Wholesale Sales.
- (2) Repair and service of consumer motor vehicles, motorcycles and light and medium trucks is classified as vehicle repair. Repair and service of industrial vehicles and equipment and heavy trucks is classified as industrial service.
- (3) Sales, rental or leasing of heavy trucks and equipment or manufactured housing units are classified as wholesale sales.
- (4) Hotels, restaurants and other services that are part of a truck stop are considered accessory to the truck stop which is classified as industrial service.
- (5) In certain situations, hotels and motels may be classified as a community service use, such as short-term housing or mass shelter. See "community services."

7. Self-Service Storage.

- a. Characteristics. Self-service storage uses provide separate storage areas for individual or business uses. The storage areas are designed to allow private access by the tenant for storing or removing personal property.
- b. Accessory Uses. Accessory uses may include living quarters for a resident manager or security and leasing offices. Uses of the storage areas for sales, service and repair operations, or manufacturing is not considered accessory to the self-service storage use. The rental of trucks or equipment is also not considered accessory to a self-service storage use.
- c. Examples. Examples include facilities that provide individual storage areas for rent. These uses are also called mini-warehouses.
- d. Exceptions.
 - (1) A transfer and storage business where there are no individual storage areas or where employees are the primary movers of the goods to be stored or transferred is in the warehouse and freight movement category.

8. Vehicle Repair.

- a. Characteristics. Vehicle repair firms service passenger vehicles, light and medium trucks and other consumer motor vehicles such as motorcycles, boats and recreational vehicles. Generally, the customer does not wait at the site while the service or repair is being performed.
- b. Accessory Uses. Accessory uses may include offices, sales of parts for on-site installation, and vehicle storage.
- c. Examples. Examples include vehicle repair; transmission, engine, auto body, alignment, or auto upholstery shops.
- d. Exceptions. Repair and service of industrial vehicles and equipment and of heavy trucks; towing and vehicle storage; and vehicle wrecking and salvage are classified as industrial service.

9. Vehicle Service, Limited.

- a. Characteristics. Limited vehicle service uses provide direct services to motor vehicles where the driver or passengers generally wait in the car or nearby while the service is performed.

- b. Accessory Uses. Accessory uses may include auto repair and tire sales.
- c. Examples. Examples include full-service, mini-service and self-service gas stations; car washes; quick lubrication services; muffler shop; and tire sales and mounting
- d. Exceptions.
 - (1) Truck stops are classified as industrial service.
 - (2) Refueling facilities for vehicles that belong to a specific use (fleet vehicles) are considered accessory uses if they are located on the site of a principal use.

F. Commerce Use Categories.

1. Warehouse and freight movement.

- a. Characteristics. Warehouse and freight movement firms are involved in the storage, or movement of goods for themselves or other firms. Goods are generally delivered to other firms or the final consumer, except for some will-call pickups. There is little on-site sales activity with the customer present.
- b. Accessory Uses. Accessory uses may include offices, truck fleet parking or storage and maintenance areas.
- c. Examples. Examples include separate warehouses used by retail stores such as furniture and appliance stores; household moving and general freight storage; cold storage plants, including frozen food lockers; major wholesale distribution centers; truck, or air freight terminals; bus barns; parcel services; major post offices; and grain terminals.
- d. Exceptions.
 - (1) Uses that involve the transfer or storage of solid or liquid wastes are classified as waste-related uses.
 - (2) Mini-warehouses are classified as self-service storage uses.

2. Wholesale Sales.

- a. Characteristics. Wholesale sales firms are involved in the sale of products directly to retail businesses. The uses emphasize on-site sales or order taking and often include display areas. Business may or may not be open to the general public, but sales to the general public are limited. Products may be picked up on-site or delivered to the customer.
- b. Accessory Uses. Accessory uses may include offices, product repair, warehouses, parking, minor assembly services and repackaging of goods.
- c. Examples. Examples include sale of machinery, equipment, heavy trucks, building materials, special trade tools; welding supplies; machine parts; electrical supplies; janitorial supplies; restaurant equipment and store fixtures; mail order houses; and wholesalers of food, clothing, auto parts, and building hardware.
- d. Exceptions.
 - (1) Firms that engage primarily in sales to the general public or on a membership basis are classified as retail sales and service.

(2) Firms that are primarily storing goods with little on-site sales are classified as warehouse and freight movement.

G. Industrial Use Categories.

1. Industrial Service.

- a. Characteristics. Industrial service firms are engaged in the repair or servicing of industrial, business or consumer machinery, equipment, products or by-products. Firms that service consumer goods do so by mainly providing centralized services for separate retail outlets. Contractor and building maintenance services and similar uses perform services off-site. Few customers, especially the general public, come to the site.
- b. Accessory Uses. Accessory activities may include offices, parking and storage.
- c. Examples. Examples include welding shops; machine shops; tool repair; electric motor repair; repair of scientific or professional instruments; sales, repair, storage, salvage or wrecking of heavy machinery, metal and building material; towing and vehicle storage; auto and truck salvage and wrecking; heavy truck servicing and repair; tire retreading or recapping; operations; janitorial and building maintenance services; fuel oil distributors; solid fuel yards; above ground tanks used for the storage or dispensing of petroleum products; research and development laboratories; and photo finishing laboratories; and the stockpiling of sand, gravel, or other aggregate materials.
- d. Exceptions.
 - (1) Contractors and others who perform services off-site are included in the Office category, if major equipment and materials are not stored at the site and fabrication, or similar work is not performed at the site.
 - (2) Hotels, restaurants and other services that are part of a truck stop are considered accessory to the truck stop.

2. Manufacturing and Production.

- a. Characteristics. Manufacturing and production firms are involved in the manufacturing, processing, fabrication, packaging, or assembly of goods. Natural, man-made, raw, secondary, or partially completed materials may be uses. Products may be finished or semi-finished and are generally made for the wholesale market, for transfer to other plants, or to order for firms or consumers. Goods are generally not displayed or sold on site, but if so, they are a subordinate part of sales. Relatively few customers come to the manufacturing site.
- b. Accessory Uses. Accessory activities may include offices, cafeterias, parking, employee recreational facilities, warehouses, storage yards, repair facilities, and truck fleets.
- c. Examples. Examples include processing of food and related products for wholesale; slaughter houses and meat packing; weaving or production of textiles or apparel; lumber mills, pulp and paper mills and other wood products manufacturing; woodworking, including cabinet makers; production of chemicals, rubber, leather, clay, bone, plastic, stone, or glass materials or products; printing, publishing and lithography; movie production facilities; production of fabrication of metals or metal products, instruments (including musical instruments), vehicles, appliances, precision items and other electrical items; production of artwork and toys; sign making; and production of prefabricated structures, including mobile homes.
- d. Exceptions.

- (1) Manufacturing of goods to be sold primarily on-site and to the general public are classified as retail sales and service.
- (2) Processing of food primarily for on-site retail sales, such as a bakery or butcher within a retail store, is classified as retail sales and services.
- (3) Manufacturing and production of goods from composting organic material is classified as waste-related uses.

3. Waste-Related.

- a. Characteristics. Characterized by uses that receive solid or liquid wastes from others for disposal on the site or for transfer to another location, uses that collect sanitary wastes, or uses that manufacture or produce goods or energy from the composting of organic material.

H. Institutional and civic use categories.

1. Colleges.

- a. Characteristics. This category includes colleges and other institutions of higher learning that offer courses of general or specialized study leading to a degree. Colleges tend to be in campus-like setting or on multiple blocks.
- b. Accessory Uses. Accessory uses include offices, housing for students, food service, laboratories, health and sports facilities, theaters, meeting areas, parking, maintenance facilities and supporting commercial activities.
- c. Examples. Examples include universities, liberal arts colleges, community colleges, nursing and medical schools not accessory to health care facilities and seminaries.
- d. Exceptions. Trade schools are classified as retail sales and service.

2. Community Services.

- a. Characteristics. Community services are uses of a public, nonprofit, or charitable nature generally providing a local service to people of the community. Generally, they provide the service on-site or have employees at the site on a regular basis. The service is ongoing, not just for special events. Community centers or facilities that have membership provisions are open to the general public to join at any time, (for instance, any senior citizen could join a senior center). The use may provide special counseling, education, or training of a public, nonprofit or charitable nature.
- b. Accessory Uses. Accessory uses may include offices; meeting areas; food preparation areas; parking; health and therapy areas; and athletic facilities.
- c. Examples. Examples include libraries, museums, senior centers, community centers, publicly owned swimming pools, youth club facilities, hospices, social services facilities, temporary shelters, vocational training for persons with physical or mental disabilities, park-and-ride facilities for mass transit, cemeteries and mausoleums.
- d. Exceptions.
 - (1) Private lodges, clubs and private or commercial athletic or health clubs are classified as retail sales and service. Commercial museums are classified as retail sales and service.

- (2) Parks are classified as parks and open areas.
- (3) Uses where tenancy is arranged on a month-to month basis or for a longer period are residential and are classified as household or group living.
- (4) Bus barns are classified as warehouse and freight movement.

3. Day Care.

- a. Characteristics. Day care uses provide care, protection and supervision for children or adults on a regular basis away from their primary residence for less than twenty-four hours per day.
- b. Accessory Uses. Accessory uses include offices, recreation areas, and parking.
- c. Examples. Examples include preschools, child-care centers, nursery schools, latch key programs and adult day-care programs.
- d. Exceptions.
 - (1) Day care does not include public or private schools or facilities operation in connection with an employment use, shopping center or other principal use, where children are cared for while parents or guardians are occupied on the premises or in the immediate vicinity.

4. Health Care Facilities.

- a. Characteristics. Health care facilities include uses providing medical or surgical care to patients and offering overnight care.
- b. Accessory Uses. Accessory uses include out-patient clinics, offices, and laboratories, teaching facilities, meeting areas, cafeterias, parking, maintenance facilities and housing facilities for staff or trainees.
- c. Examples. Examples include medical centers and hospitals.
- d. Exceptions.
 - (1) Uses that provide exclusive care and planned treatment or training for psychiatric, alcohol, or drug problems, where patients are residents of the program, are classified in the group living category
 - (2) Medical clinics or offices that provide care where patients are generally not kept overnight are classified as offices.

5. Parks and Open Areas.

- a. Characteristics. Parks and open areas are uses of land focusing on natural areas, large areas consisting mostly of vegetative landscaping or outdoor recreation, community gardens, or public squares. Lands tend to have few structures.
- b. Accessory Uses. Accessory uses may include club houses; maintenance facilities and caretaker's quarters; concessions; and parking.
- c. Examples. Examples include parks, golf courses, public squares, plazas, recreational trails, botanical gardens, nature preserves, and land used for grazing that is not part of a farm or ranch.
- d. Exceptions.

- (1) Outdoor driving ranges and outdoor miniature golf courses are classified in the golf driving range, outdoor and miniature golf, outdoor categories.

6. Religious Institutions.

- a. Characteristics. Religious institutions primarily provide meeting areas for religious worship services and activities.
- b. Accessory Uses. Accessory uses include Sunday school facilities; preschools and day cares for children or adults while parents or guardians are occupied on the premises or in the immediate vicinity, parking, caretaker's housing, and group living facilities such as convents.
- c. Examples. Examples include churches, temples, synagogues and mosques.
- d. Exceptions. Schools are classified as schools.

7. Safety Services.

- a. Characteristics. Safety services are uses that provide public safety and emergency response services. They often need to be located in or near the area where the service is provided. Employees are regularly present on-site.
- b. Accessory Uses. Accessory uses include offices and parking.
- c. Examples. Examples include fire station, police stations and emergency medical and ambulance stations.

8. Schools.

- a. Characteristics. This category includes public and private schools at the primary, elementary, middle, junior high, or high school level that provide state-mandated basic education.
- b. Accessory Uses. Accessory uses include play areas, cafeterias, recreational and sport facilities, auditoriums and before or after-school day care.
- c. Examples. Examples include public and private daytime schools, boarding schools and military academics.
- d. Exceptions.
 - (1) Preschools are classified as day care uses.
 - (2) Trade schools are classified as retail sales and service.

9. Utilities, Basic.

- a. Characteristics. Basic utilities are infrastructure services that need to be located in or near the area where the service is provided. These uses generally do not regularly have employees at the site. Services may be public or privately provided.
- b. Accessory Uses. Accessory uses may include parking and control, monitoring, data or transmission equipment.
- c. Examples. Examples include water and sewage pump stations; electrical substations; water towers and reservoirs; stormwater retention and detention facilities; and recycling collection centers.

d. Exceptions.

- (1) Services where people are generally present are classified as community services.
- (2) Utility offices where employees or customers are generally present are classified as offices.

e. Additional Regulations.

- (1) Concerning minor and major expansions of public utility facilities: Existing public utility facilities in place on the effective date of the ordinance from which this section derives shall be deemed a conforming principle use and will allow for minor expansions only. Minor expansions shall be defined as increases or additions to the size of buildings, structures, driveways, parking areas, or other impervious area, cumulatively, up to thirty percent of the original construction. A new accessory building at an existing public utility facility that does not increase the total existing building footprint of the site by more than thirty percent, cumulatively, shall be allowed, subject to the development requirements of this chapter. Major expansions to installations which are necessary for the furnishing of public utility services shall be considered expansions of existing public utility facilities by more than thirty percent, cumulatively.

I. Other Use Categories.

1. Agriculture.

- a. Characteristics. Agriculture includes activities that primarily involve the raising, producing or keeping plants or animals. See Section _____ for performance standards concerning animal lots and stables.
- b. Accessory Uses. Accessory uses include dwellings for proprietors and employees of the use and animal training.
- c. Examples. Examples include breeding or raising of fish, fowl or other animals; dairy farms; stables; riding academies; farming, forestry, tree farming; and wholesale plant nurseries.
- d. Exceptions.
 - (1) Uses involved in the processing of animal or plant products are classified as manufacturing and production.
 - (2) Livestock auctions are classified as wholesale sales.
 - (3) Plant nurseries that are oriented to retail sales are classified as retail sales and service.
- e. Additional Primary and Accessory Use Regulations.
 - (1) Animal lots for pasturing of horses, mules, cattle, sheep, goats, poultry, or rabbits: when more than ten acres are available. Not more than one horse may be kept per acre available for grazing for the first two acres, and one horse per five acres thereafter. No more than one animal unit other than horses may be kept per five acres available for grazing. In calculating the number of animals allowed, horses and other animals shall not be double-counted, i.e. one horse or one cow per five acres. Ratites (emus, ostriches) are prohibited. (See also the requirements in Section _____.)
 - (2) Animal lots for pasturing of horses, mules, cattle, sheep, goats, poultry or rabbits, when less than ten acres are available. No more than one horse may be kept per acre, nor one animal unit other than horses per five acres. Ratites (emus, ostriches) are prohibited. (See also the requirements in Section _____.)

- (3) Farms, orchards, truck gardens, nurseries for the growing of plants and similar agrarian activities, involving the growing of plants, provided that no operation shall be conducted which will be obnoxious or offensive.
- (4) Farms, truck gardens, orchards or nurseries for the growing of plants, shrubs and trees, provided no retail or wholesale business sales offices are maintained on the premises, and provided that no obnoxious fertilizer is stored upon the premises, and no obnoxious soil or fertilizer processing is conducted thereon.
- (5) Commercial barn or stable or riding arena, subject to the requirements of Section _____.
- (6) Private barn or stable, subject to the requirements of Section _____.
- (7) Private barn or stable, in accordance with the requirements of Section _____ when more than ten acres are available and the barn/stable is located no closer than one hundred fifty feet from a property line.

2. Detention Facilities.

- a. Characteristics. Detention facilities includes facilities for the judicially required detention or incarceration of people. Inmates and detainees are under twenty-four-hour supervision by sworn officers.

3. Telecommunication Facilities.

- a. Characteristics. Telecommunications facilities includes all devices, equipment, machinery, structures or supporting elements necessary for the transmission of signs, signals, messages, words, writings, images and sounds or information of any nature by wire, radio, optical or electromagnetic systems. Facilities may be self-supporting, guyed, mounted on poles or other structures, light posts, power poles, or buildings. Facilities may also include interconnection translators, connections for over-the-air to cable, fiber optic, or other landline transmission system. See Section _____ for performance standards and other regulations.
- b. Accessory Uses. Accessory uses may include transmitter facility buildings.
- c. Examples. Examples include broadcast towers, attached telecommunications facilities.
- d. Exceptions.
 - (1) Radio and television studios are classified in the office category.
 - (2) Radio and television broadcast facilities that are public safety facilities are classified as basic utilities.
 - (3) Amateur radio facilities that are owned and operation by a federally licensed amateur radio station operator are not included in this category.
- e. Additional Regulations.
 - (1) Antennae and towers not exceeding the maximum height allowed in the district, antennae attached to existing structures and not increasing the overall height of the existing structure by more than ten feet, and dish antennae not exceeding one meter in diameter. Except for satellite dish antennae, no antennae or support structure shall be located within the required front, side or rear yard setback. To protect traffic safety and community appearance, no satellite dish antennae or support structure shall be located within the required front or second front yard setback, unless the zoning board of adjustment finds that such an

encroachment is necessary to prevent impairment of installation, maintenance or reception and that a traffic sight restriction is not created.

- (2) Antennae and towers exceeding the maximum height in the district and dish antennae exceeding one meter in diameter, in order to protect community appearance from the negative visual effects of proliferation of large antennae. Conditional use permits shall be acted upon within ninety days of receipt of application. Persons aggrieved by a decision on a satellite dish antenna application may appeal to the Federal Communications Commission. Any new towers must also comply with the conditions of Section _____.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Doug Powell, AICP, City Planning Consultant

July 27, 2023

Conduct a public hearing and act on a proposed ordinance amending the development regulations of the Specific Use Permit for Storage Facility previously granted by ordinance in relation to the development and use of Lots 2-A and 3-A, Block A, Gatlin Addition, generally located at 301 Carlisle Street, Lake Dallas, Texas.

DESCRIPTION:

Conduct a public hearing and act on a proposed amendment to the SUP standards of approximately 4.767 acres on Lot 2-A, Block A, Gatlin Addition, generally located north of Carlisle Drive and east of the DCTA Rail Trail. The property is zoned C-1 Retail with an approved SUP for a storage facility approved in 2021; Ordinance 2021-17.

BACKGROUND INFORMATION:

This request is only to change the stormwater detention plan that was part of the original SUP approval. Specifically, the stormwater plans for the northeast corner of the site have changed with the new submittal. The new plans have been reviewed and meet the City's requirements and standards.

All other details of the SUP have remained the same and are not being proposed to be altered with this request.

The Planning and Zoning Commission made a motion recommending that the City Council approve the proposed ordinance amending the development regulations of the Specific Use Permit for Storage Facility previously granted by ordinance in relation to the development and use of Lots 2-A and 3-A, Block A, Gatlin Addition, generally located at 301 Carlisle Street, Lake Dallas, Texas by a vote of 5-0.

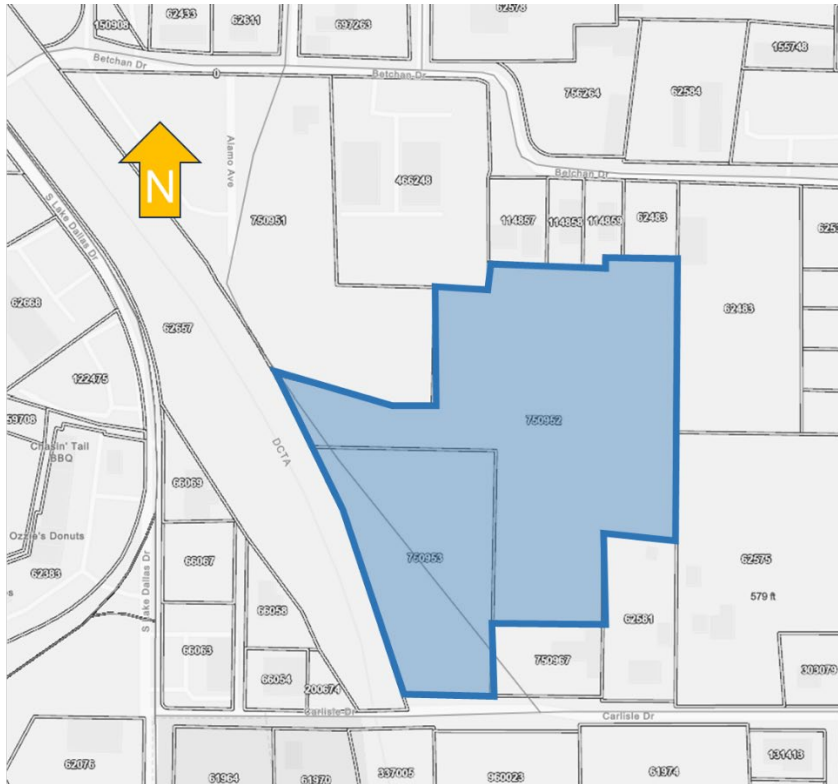
ADJACENT ZONING AND LAND USE:

DIRECTION	ZONING	EXISTING USE
<i>Subject Property</i>	<i>C-1</i>	<i>Vacant</i>
North	<i>C-1 / R-1 6000</i>	Businesses, homes
South	<i>C-1</i>	Daycare
West	<i>C-1 / C-3 / Downtown Overlay.</i>	Businesses, railroad
East	<i>R-1 6000.</i>	Homes, vacant

RECOMMENDED MOTIONS:

It is recommended that the Planning and Zoning Commission: ***Move to recommend approval of the proposed rezoning request, to amend the Specific Use Permit for a storage facility as described and presented by the applicant.***

Vicinity Map (Not to Scale)



ATTACHMENTS:

Attachment 1. – Zoning Change exhibit.

Attachment 2. - Draft Ordinance

ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING THE CITY OF LAKE DALLAS ZONING REGULATIONS AND ZONING MAP BY AMENDING AND RESTATING THE REGULATIONS OF A SPECIAL USE PERMIT FOR A STORAGE FACILITY ON LOTS 2-A AND 3-A, BLOCK A, GATLIN ADDITION AS PREVIOUSLY GRANTED PURSUANT TO ORDINANCE NO. 2021-17 AS AMENDED BY REGARDING SUCH STORAGE FACILITY USE; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; REPEALING ORDINANCE NO. 2022-12; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Lake Dallas, Texas, in compliance with the laws of the State of Texas and the ordinances of the City of Lake Dallas, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally and to all persons interested and situated in the affected area, and in the vicinity thereof, and in the exercise of its legislative discretion, have concluded that the Zoning Map of the City of Lake Dallas, Texas, as previously amended, should be further amended.

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

SECTION 1. AMENDMENTS TO ORDINANCE NO. 2021-17

The Zoning Regulations and Zoning Map of the City of Lake Dallas, Texas, as previously amended, (collectively, the “Zoning Regulations”) be further amended by amending Ordinance No. 2021-17 as follows:

A. Sections 1 and 2 of Ordinance No. 2021-17 are amended and restated to read in their entirety as follows:

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Lake Dallas, Texas, heretofore duly passed by the governing body of the City of Lake Dallas, as heretofore amended (collectively, the “Zoning Ordinance”), be, and the same are hereby amended by granting a Special Use Permit authorizing Lots 2-A and 3-A, Block A, Gatlin Addition, an addition to the City of Lake Dallas, Texas, according to the plat thereof recorded as Document No. 2019-83, Plat Records, Denton County, Texas (“the Property”), to be developed and used as a Storage Facility subject to Section 2, below.

SECTION 2. The Property shall continue to be developed and used in accordance with the provisions of the Zoning Ordinance applicable to property

located within the C-1 Commercial Retail District subject to the following provisions:

- A.** If the Property is developed and use for a Storage Facility as authorized by Section 1, above, the Property shall be developed substantially in accordance with the Detailed Site Plan attached hereto as Exhibit “A” (the “Site Plan”) and various drainage plans and specifications set forth in Exhibit “B” (the “Drainage Plan”) attached hereto and incorporated herein by reference, respectively; provided, however, the City Manager, in consultation with and upon the approval of the City’s engineer of record, shall be authorized to approve changes to the Drainage Plan without further amendments to this Ordinance if such changes are determined to be reasonable and necessary and do not result in drainage developed on the Property from flowing offset onto adjacent properties;
- B.** No commercial vehicles shall be parked or stored on the Property, other than temporarily for the purpose of loading and/or unloading. As used herein, a “commercial motor vehicle” is defined as any vehicle used to transport passengers or property with a gross vehicle weight rating, gross combination weight rating, gross vehicle weight, or gross combination weight of 10,001 pounds or more (generally including small package delivery vehicles, pick-up trucks with trailers attached, box trucks, straight trucks, etc.) and any vehicle used to transport passengers or property with a gross vehicle weight rating of 26,001 pounds or more, or a gross combination weight of 26,001 pounds or more, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds (generally including tractor/trailer vehicles).
- C.** No semitrailers nor pole trailers shall be parked or stored on the Property, other than temporarily for the purpose of loading and/or unloading. As used herein, a “semitrailer” is defined as a vehicle with or without motive power designed to be drawn by a motor vehicle and transport persons or property; and constructed so part of the vehicles weight and load rests on or is carried by another vehicle. A “pole trailer” is defined as a vehicle without motive power designed to be drawn by another vehicle and secured to a vehicle by pole, reach, boom, or other security device; and ordinarily used to transport a long or irregular shaped load, including poles, pipes, or structural members, generally capable of sustaining themselves as beams between the supporting connections.
- D.** The conduct of sales, business, or any activity other than storage within any individual storage unit is prohibited including, but not limited to, the conversion of individual storage units to an office, retail, or other non-residential use; provided, however, the storage facility may have an on-site office used in association with operating the storage facility.

- E.** No portion of the Property may be used for residential purposes.
 - F.** Notwithstanding anything in this Section 2 to the contrary, the storage of boats and recreational vehicles is permitted.
 - G.** All screening material may consist of an eight-foot (8.0') wood fence with materials matching the existing fence adjacent to Lot 2-A, Block A, Gatlin Addition, as depicted on the Concept Plan.
 - H.** The open storage area as shown on the Concept Plan may consist of a permeable hard surface, but shall not consist of gravel.
 - I.** No building permit shall be granted for the construction of any building to be located on the Property unless and until the owner of the Property has entered into a drainage facility maintenance agreement with the City setting forth the terms and conditions relating to the obligation of the owner of the Property, and any subsequent owner of the Property or any part thereof, to operate, repair, and maintain the various detention ponds and/or retention ponds constructed in accordance with the Drainage Plan. For purposes of this Section 1.D., the City Manager is hereby authorized to negotiate and execute such drainage facility maintenance agreement without further approval of the City Council.
 - J.** Notwithstanding Section 507.5.1 of the Fire Code, the fire hydrants required to be installed on the Property with respect to the development and use of the Property for a Storage Facility may be spaced more than 300 feet, but not more than 500 feet, from each other provided:

 - (1)** Such variance only applies if the Property is developed and used as a Storage Facility in accordance with this Ordinance; and
 - (2)** The fire hydrants are located substantially at the locations shown on the Water Plan, attached hereto as Exhibit "C" and incorporated herein by reference; provided, however, the City Fire Marshall and the City's engineer of record are authorized to adjust the locations of the fire hydrants at the time of construction without an amendment to this Ordinance being required
 - K.** Notwithstanding anything herein to the contrary, the storage of vehicles and all related structures shall be limited to Lot 2-A as shown on the Site Plan unless and until an amendment to the Site Plan is approved by the City Council.
- B.** Section 8 of Ordinance No. 2021-17 is amended to read in its entirety as follows:

SECTION 8. This Ordinance and the right to use and develop the Property for the purposes authorized by Sections 1 and 2, above, shall expire and terminate if:

- A.** A certificate of occupancy for the use of the Property as a Storage Facility has not been issued on or before January 31, 2025; or
- B.** If, after commencement of the use of the Property for a Storage Facility, fire, windstorm, or other type of event causes substantial damage or destruction to the buildings located on the Property sufficient to prevent the buildings from being used for a Storage Facility, and reconstruction the buildings on the Property is not completed and use of the Property for a Storage Facility has not recommenced on or before the last day of the 18th full calendar month after the date of the event that caused the damage or destruction.
- C.** Ordinance No. 2021-17 is amended by adding Exhibit “A” – Detailed Site Plan; Exhibit “B” – Drainage Plan, and Exhibit “C” – Water Plan, to read as set forth in Exhibits “A”, “B”, and “C”, respectively, attached hereto and incorporated herein by reference.

SECTION 2. CONFLICTS. To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Lake Dallas governing the use and development of the Property which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling. In the event there is an irreconcilable conflict within the text of this Ordinance, including any exhibits attached hereto, relating to the applicable standard to be enforced with respect to development of the Property, the strictest standard shall be controlling unless the City Council determines by approval of a motion or resolution that the less stringent standard is to apply.

SECTION 3. REPEAL. Ordinance No. 2022-12 is repealed effective upon the effective date of this Ordinance.

SECTION 4. SEVERABILITY CLAUSE. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance, or of the Lake Dallas Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Lake Dallas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5. SAVINGS CLAUSE. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Lake Dallas Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. PENALTY. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed

Two Thousand Dollars (\$2,000) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective from and after the date of its passage and final publication in accordance with the Charter of the City of Lake Dallas and/or applicable state law and it is accordingly so ordained.

PASSED AND APPROVED this the 27th day of July 2023.

Andi Nolan, Mayor

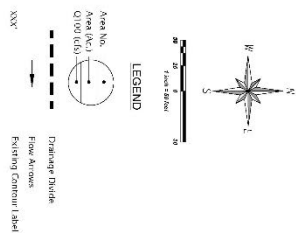
ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:7/17/2023)

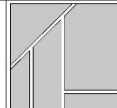
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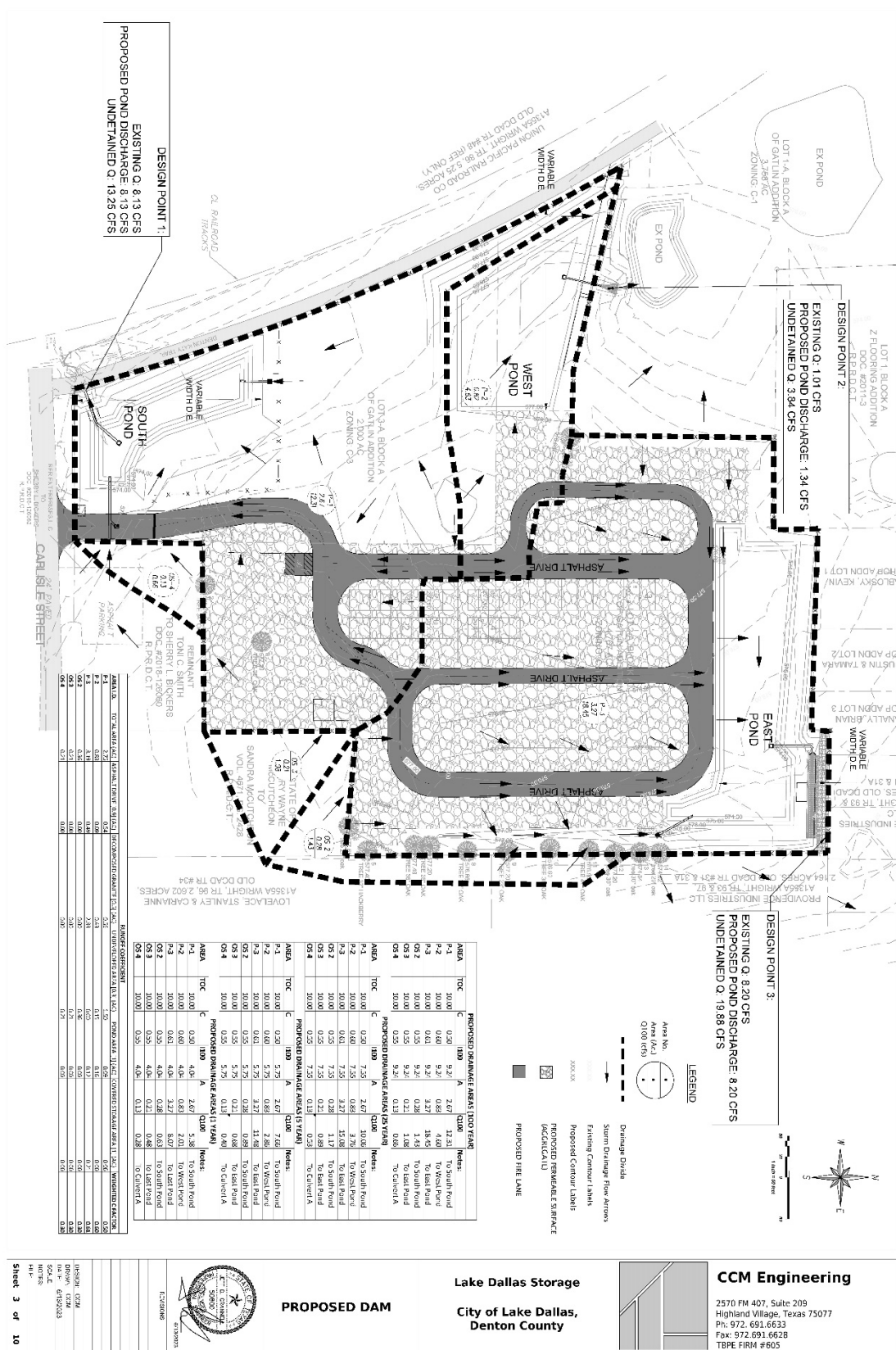
AER	TC	EASTING			DISTANCE			SLOPE			ELEVATION		
		NO	AD	AD	NO	AD	AD	NO	AD	AD	NO	AD	AD
E-1	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-2	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-3	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-4	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-5	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-6	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-7	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
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E-9	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-10	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-11	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-12	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-13	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
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E-15	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-16	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
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E-18	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-19	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-20	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-21	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-22	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-23	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-24	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-25	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-26	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-27	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-28	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50
E-29	20.00	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.50	0.30	0.50	0.5



Lake Dallas Storage
City of Lake Dallas,
Denton County



2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972.691.6633
Fax: 972.691.6628
TBPE FIRM #605





PROPOSED DAM

Lake Dallas Storage

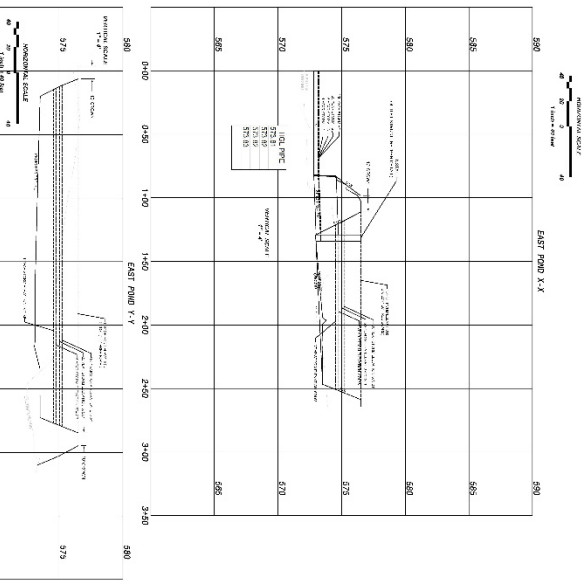
City of Lake Dallas,

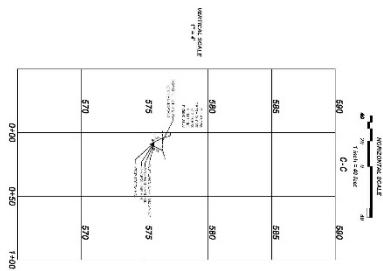
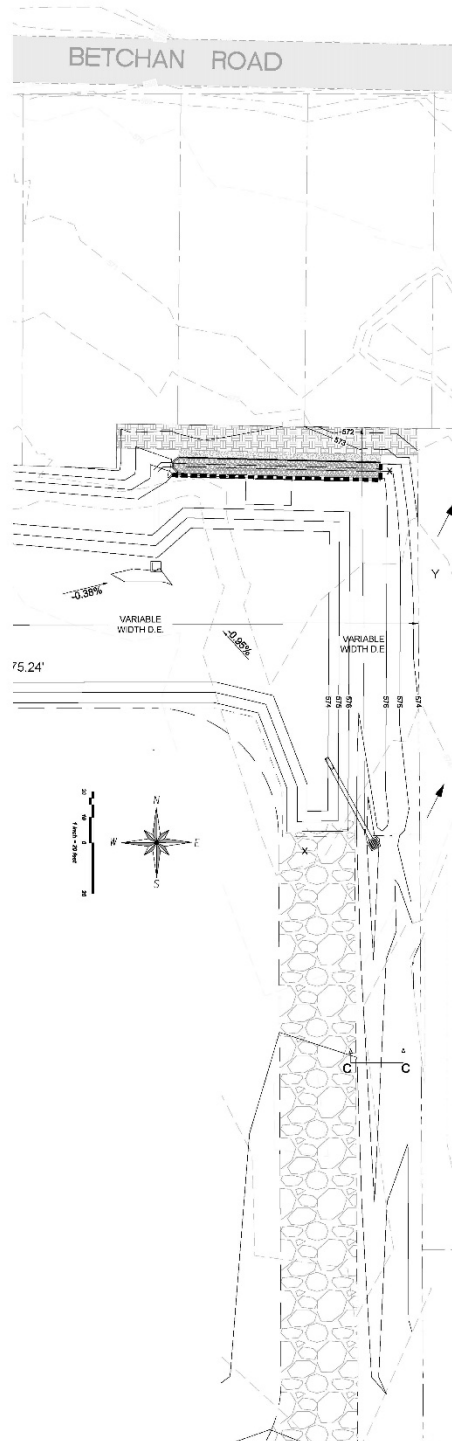
Denton County



CCM Engineering

2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972.691.6633
Fax: 972.691.6628
TBP# FIRM #605

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CCM Engineering
 2570 FM 407, Suite 209
 Highland Village, Texas 75077
 Ph: 972.691.6633
 Fax: 972.691.6628
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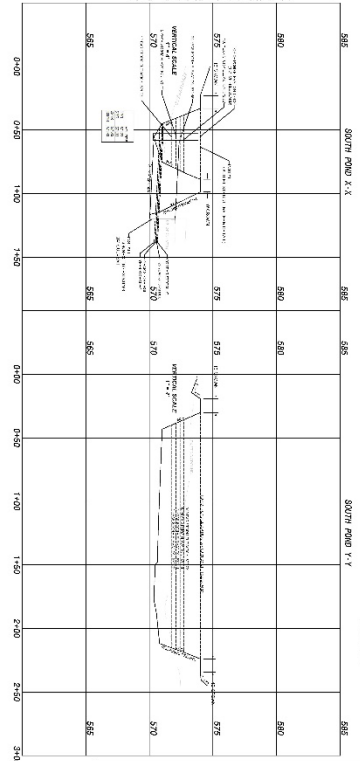
EAST POND DITCH SECTIONS

Lake Dallas Storage
 City of Lake Dallas,
 Denton County



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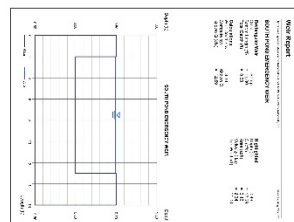
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Material Properties

Young's Modulus E	1.0
Poisson's Ratio ν	0.3
Density ρ	1.0
Thermal Expansion Coefficient α	0.0001

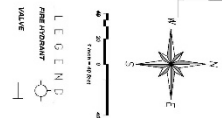
Boundary Conditions

Displacement u	0
Displacement v	0
Temperature T	0



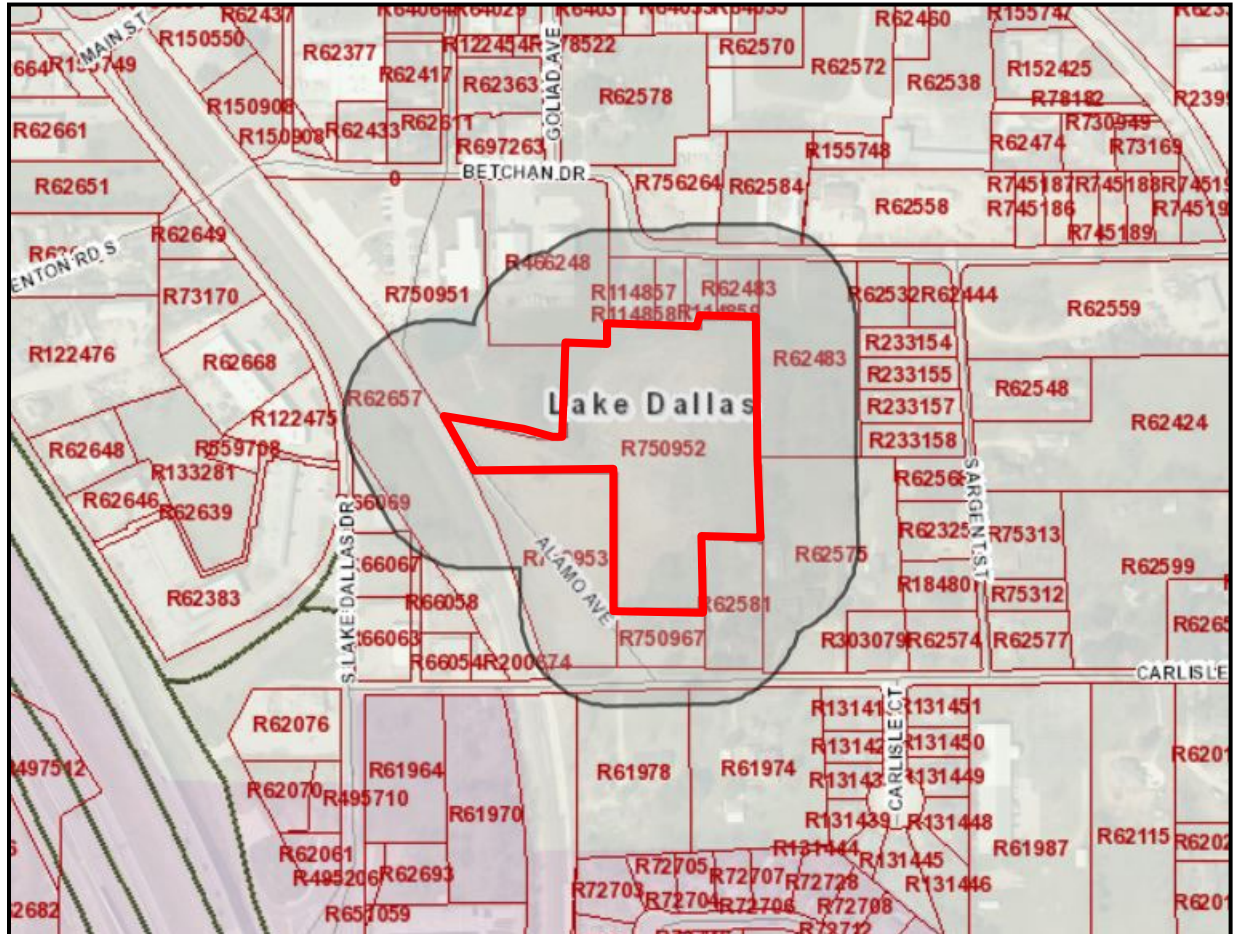
NOTES:

- INTERNAL STRUCTURES TO BE SPRINKLED OFF OF PROPOSED 6" LINE
- STRUCTURES 1-4 WILL BE SPRINKLERED IF ENCLOSED
- ALL PROPOSED FACILITIES ARE WITHIN 500' RADIUS OF PROPOSED FIRE HYDRANT



2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972.691.6633
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TBPE FIRM #605

Vicinity Map



ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING THE CITY OF LAKE DALLAS ZONING REGULATIONS AND ZONING MAP BY AMENDING AND RESTATING THE REGULATIONS OF A SPECIAL USE PERMIT FOR A STORAGE FACILITY ON LOTS 2-A AND 3-A, BLOCK A, GATLIN ADDITION AS PREVIOUSLY GRANTED PURSUANT TO ORDINANCE NO. 2021-17 AS AMENDED BY REGARDING SUCH STORAGE FACILITY USE; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; REPEALING ORDINANCE NO. 2022-12; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AMENDMENTS TO ORDINANCE NO. 2021-17

The Zoning Regulations and Zoning Map of the City of Lake Dallas, Texas, as previously amended, (collectively, the “Zoning Regulations”) be further amended by amending Ordinance No. 2021-17 as follows:

A. Sections 1 and 2 of Ordinance No. 2021-17 are amended and restated to read in their entirety as follows:

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Lake Dallas, Texas, heretofore duly passed by the governing body of the City of Lake Dallas, as heretofore amended (collectively, the “Zoning Ordinance”), be, and the same are hereby amended by granting a Special Use Permit authorizing Lots 2-A and 3-A, Block A, Gatlin Addition, an addition to the City of Lake Dallas, Texas, according to the plat thereof recorded as Document No. 2019-83, Plat Records, Denton County, Texas (“the Property”), to be developed and used as a Storage Facility subject to Section 2, below.

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located within the C-1 Commercial Retail District subject to the following provisions:

- A.** If the Property is developed and use for a Storage Facility as authorized by Section 1, above, the Property shall be developed substantially in accordance with the Detailed Site Plan attached hereto as Exhibit “A” (the “Site Plan”) and various drainage plans and specifications set forth in Exhibit “B” (the “Drainage Plan”) attached hereto and incorporated herein by reference, respectively; provided, however, the City Manager, in consultation with and upon the approval of the City’s engineer of record, shall be authorized to approve changes to the Drainage Plan without further amendments to this Ordinance if such changes are determined to be reasonable and necessary and do not result in drainage developed on the Property from flowing offset onto adjacent properties;
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- B.** If, after commencement of the use of the Property for a Storage Facility, fire, windstorm, or other type of event causes substantial damage or destruction to the buildings located on the Property sufficient to prevent the buildings from being used for a Storage Facility, and reconstruction the buildings on the Property is not completed and use of the Property for a Storage Facility has not recommenced on or before the last day of the 18th full calendar month after the date of the event that caused the damage or destruction.
- C.** Ordinance No. 2021-17 is amended by adding Exhibit “A” – Detailed Site Plan; Exhibit “B” – Drainage Plan, and Exhibit “C” – Water Plan, to read as set forth in Exhibits “A”, “B”, and “C”, respectively, attached hereto and incorporated herein by reference.

SECTION 2. CONFLICTS. To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Lake Dallas governing the use and development of the Property which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling. In the event there is an irreconcilable conflict within the text of this Ordinance, including any exhibits attached hereto, relating to the applicable standard to be enforced with respect to development of the Property, the strictest standard shall be controlling unless the City Council determines by approval of a motion or resolution that the less stringent standard is to apply.

SECTION 3. REPEAL. Ordinance No. 2022-12 is repealed effective upon the effective date of this Ordinance.

SECTION 4. SEVERABILITY CLAUSE. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance, or of the Lake Dallas Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Lake Dallas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 5. SAVINGS CLAUSE. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Lake Dallas Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. PENALTY. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed

Two Thousand Dollars (\$2,000) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective from and after the date of its passage and final publication in accordance with the Charter of the City of Lake Dallas and/or applicable state law and it is accordingly so ordained.

PASSED AND APPROVED this the 27th day of July 2023.

Andi Nolan, Mayor

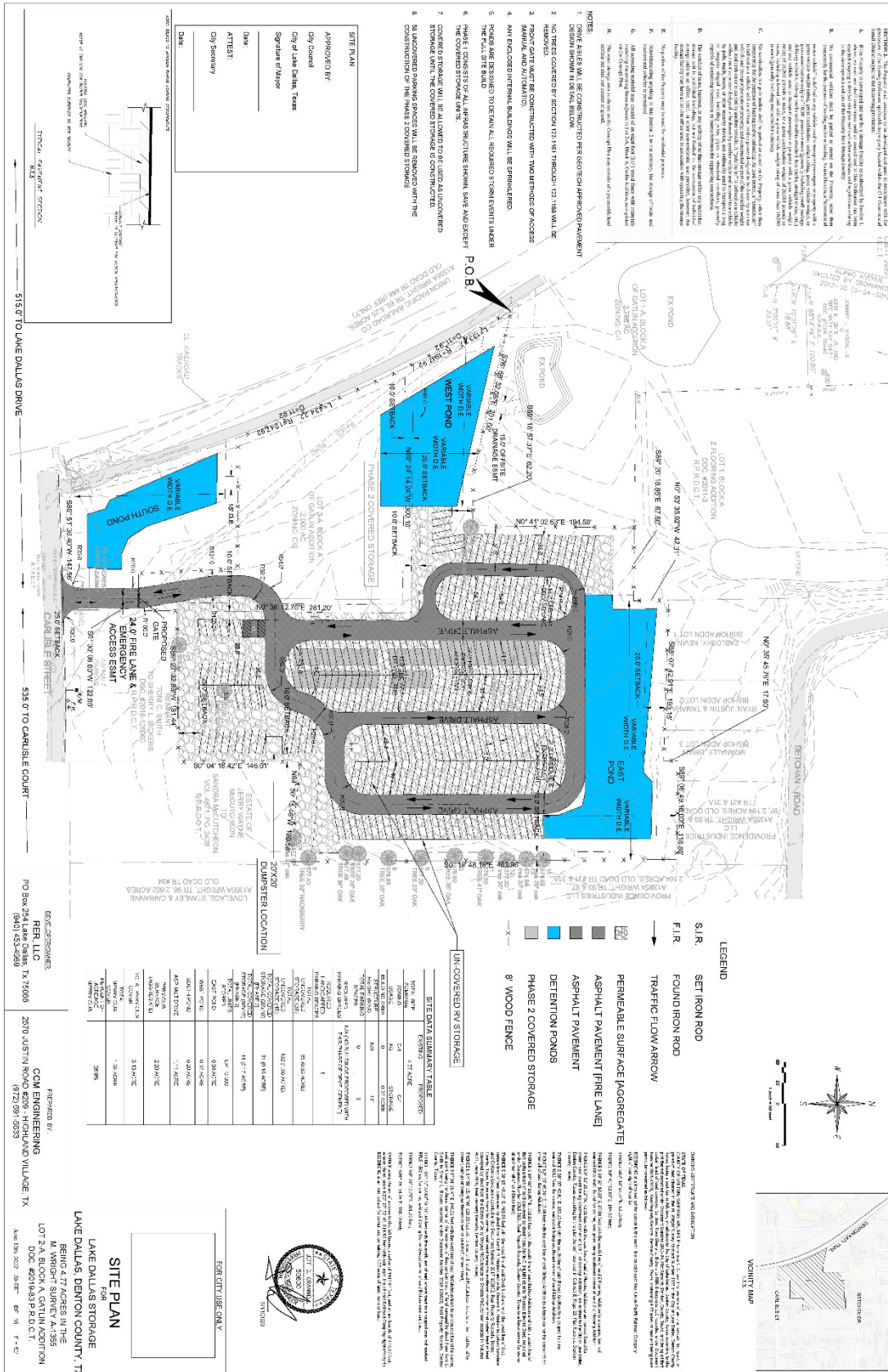
ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:7/17/2023)

4890-9238-2319, v. 1



DESIGN POINT 1:
EXISTING Q. 8.13 CFS
PROPOSED POND DISCHARGE. 8.13 CFS
UNDETAINED Q. 13.25 CFS

DESIGN POINT 2:
EXISTING Q. 1.01 CFS
PROPOSED POND DISCHARGE. 1.34 CFS
UNDETAINED Q. 3.84 CFS

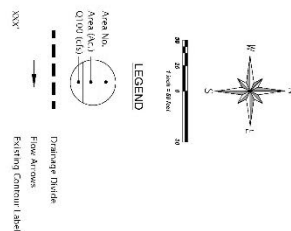
DESIGN POINT 3:
EXISTING Q. 8.20 CFS
PROPOSED POND DISCHARGE. 8.20 CFS
UNDETAINED Q. 19.88 CFS

UNDEVELOPED OVERLAND FLOW VELOCITY:
 $V = 6.13(S)^{0.04} = 6.13(0.012)^{0.04} = 1.78 \text{ FPS}$
(SWMM TECHNICAL MANUAL EQUATION 1.11)

EXISTING SITE BOUNDARY

CARLISLE DR.

BELCHEN DR.

[illegible]

CCM Engineering

2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972.691.6633
Fax: 972.691.6628
TBPE FIRM #605

EXISTING DAM



DESIGN CODE
DRAWN CODE
DATE 6-13-2023
SCALE
NOTES
FILE
Sheet 2 of 10

Exhibit "B" Drainage Plan

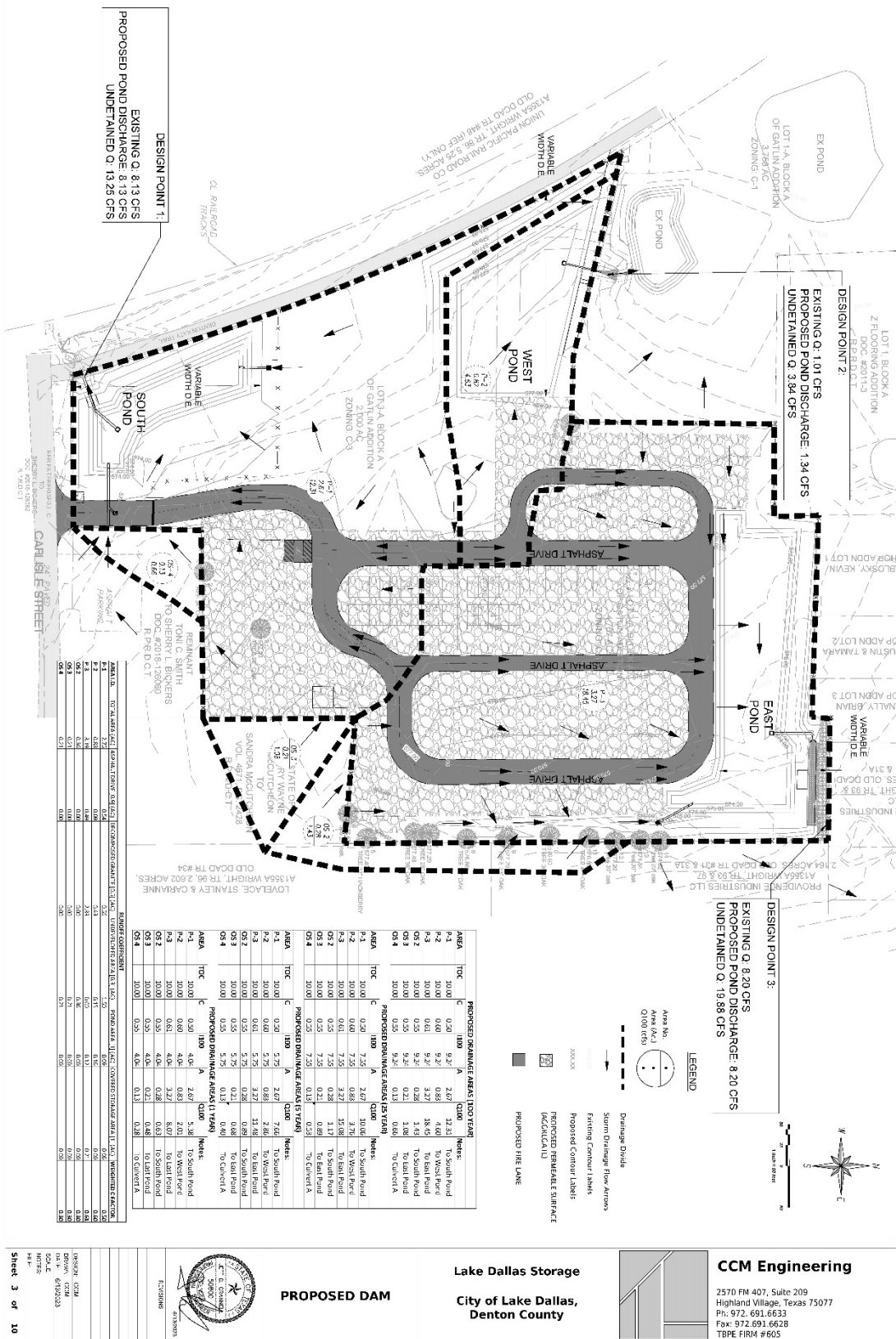


Exhibit “B” Drainage Plan

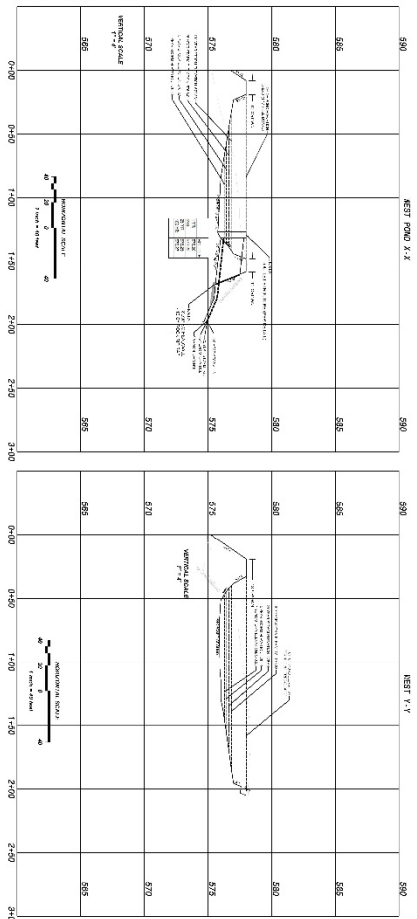
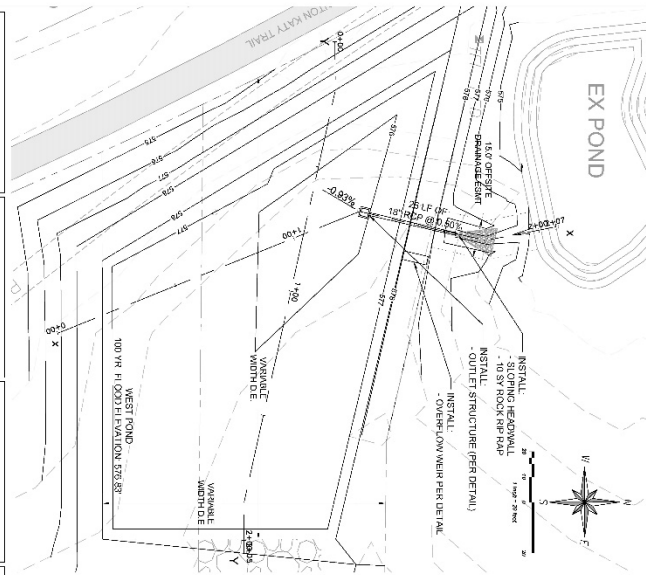
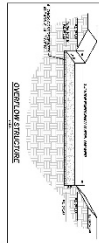
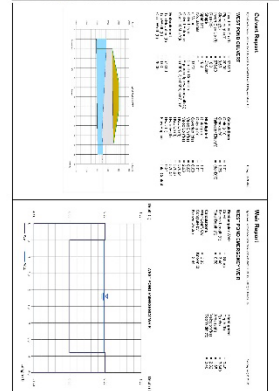
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Exhibit “B” Drainage Plan

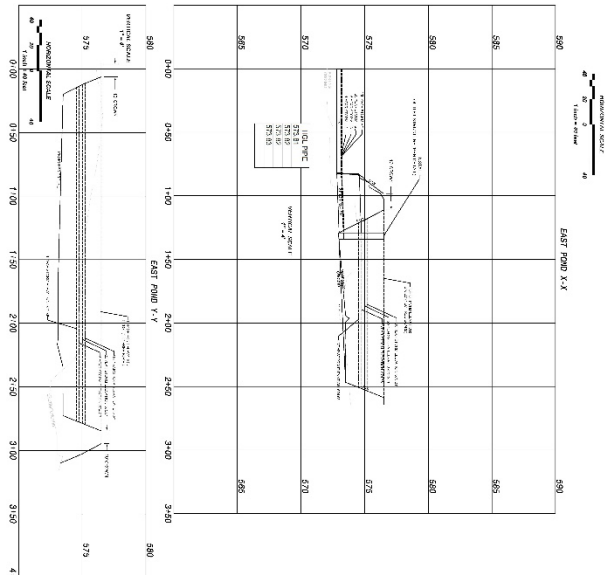
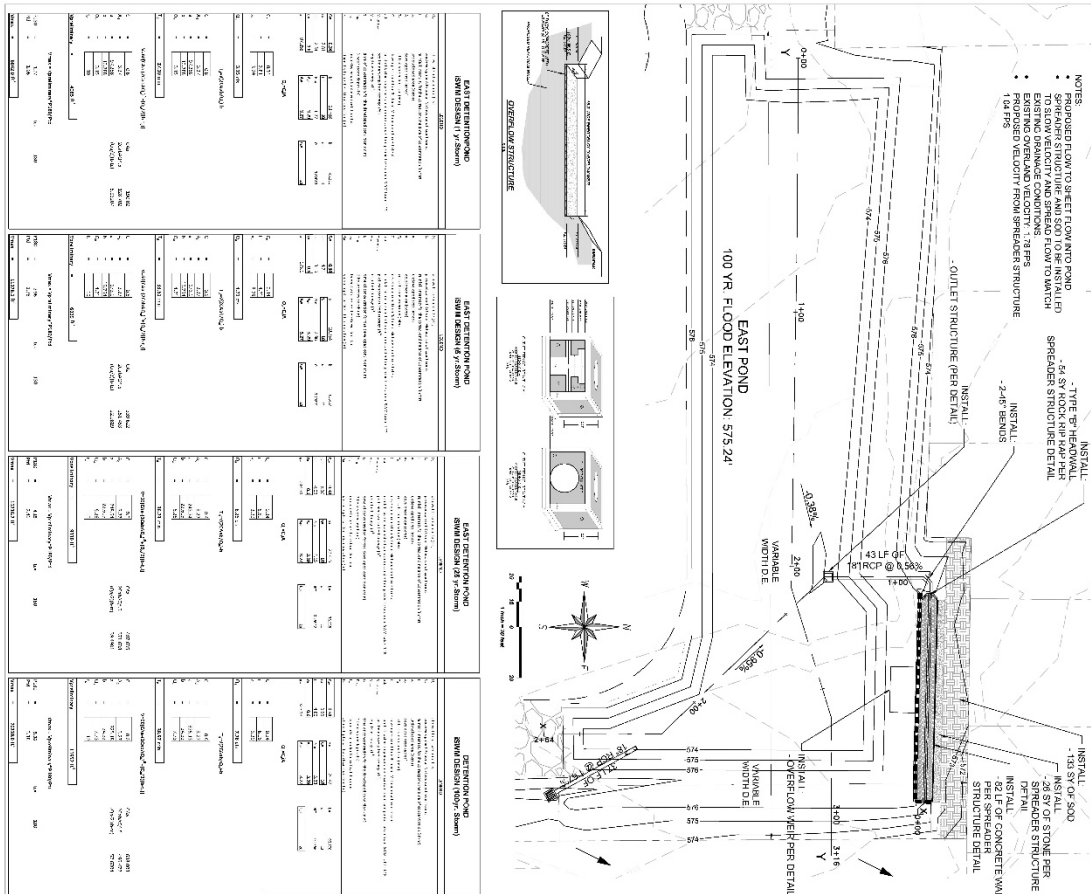
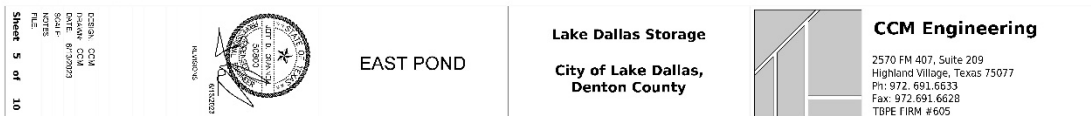
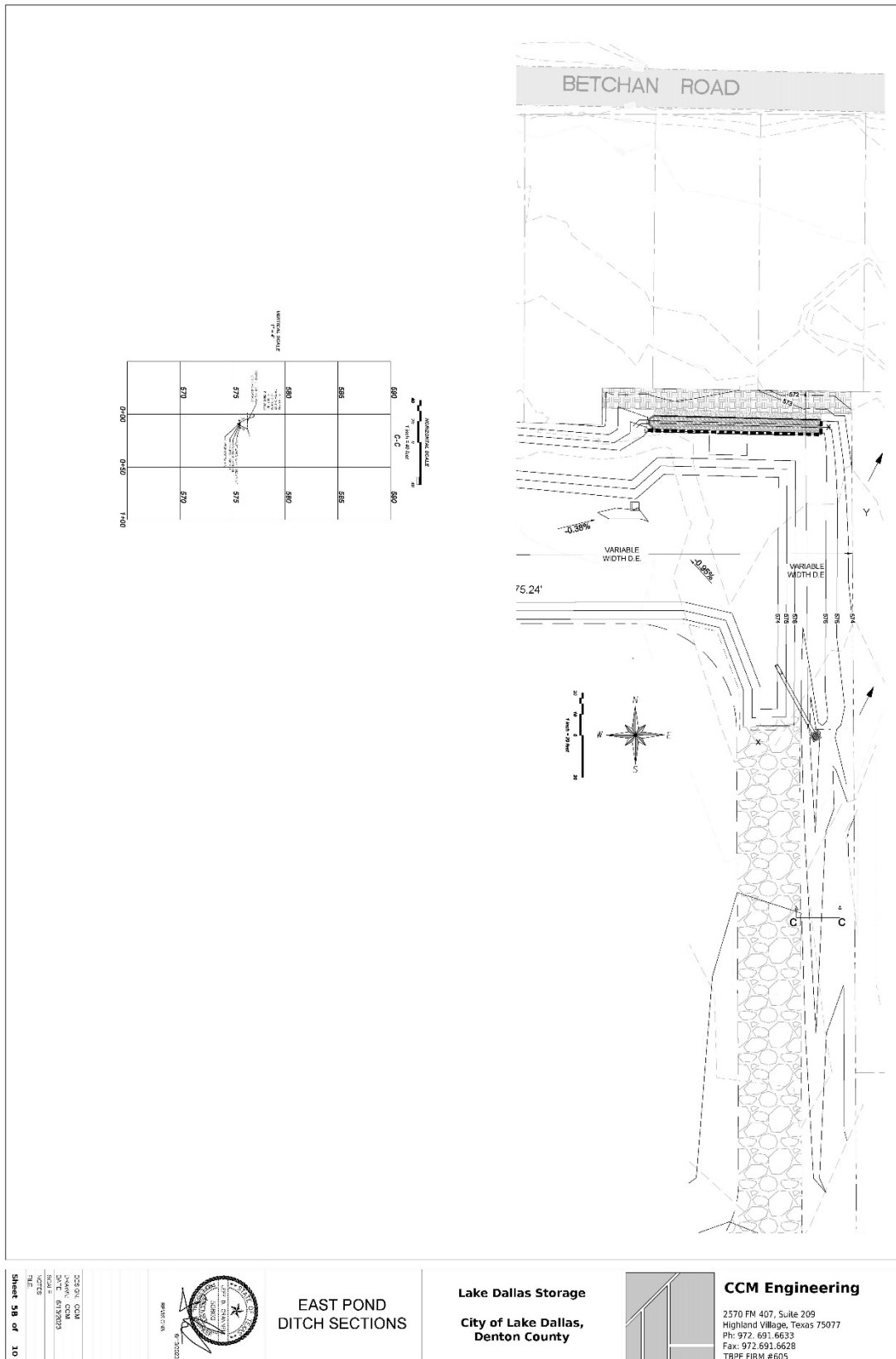
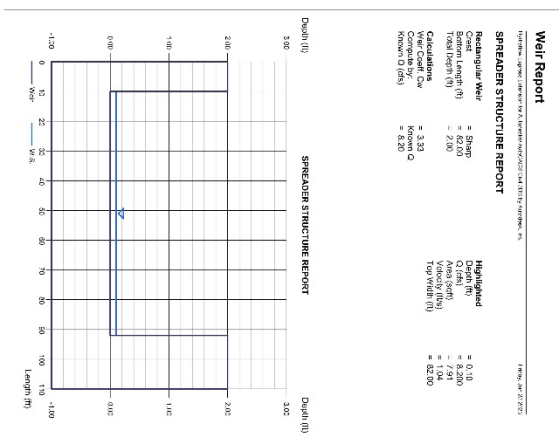
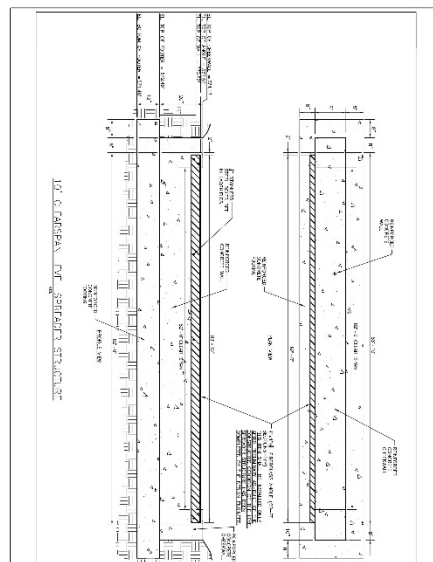
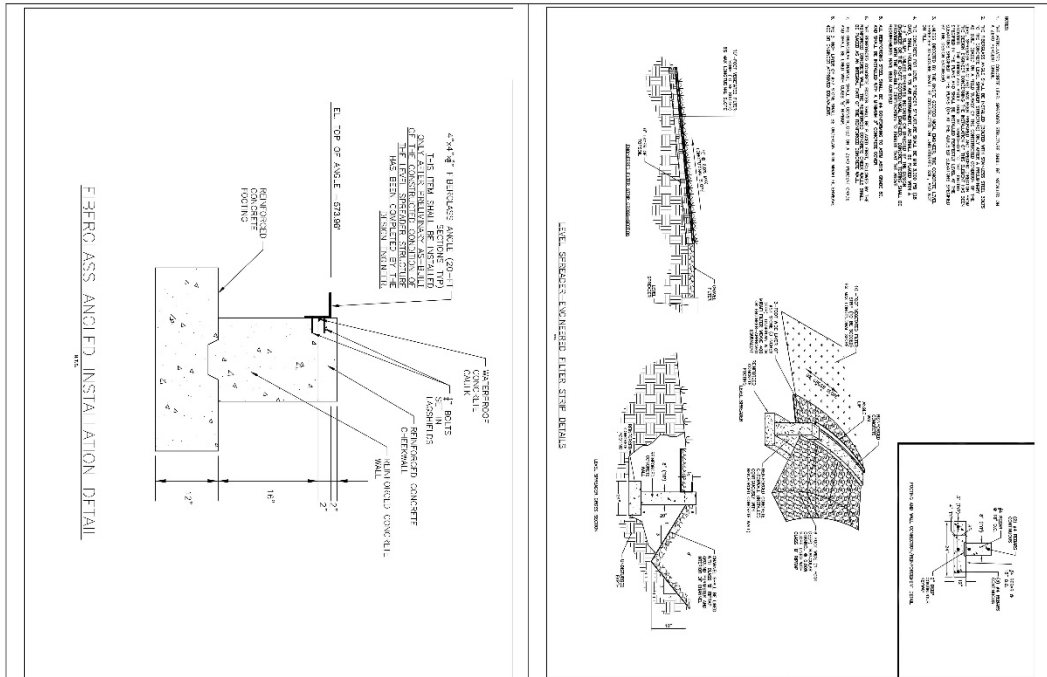
[illegible]

Exhibit "B" Drainage Plan





EAST POND SPREADER STRUCTURE DETAILS

Lake Dallas Storage

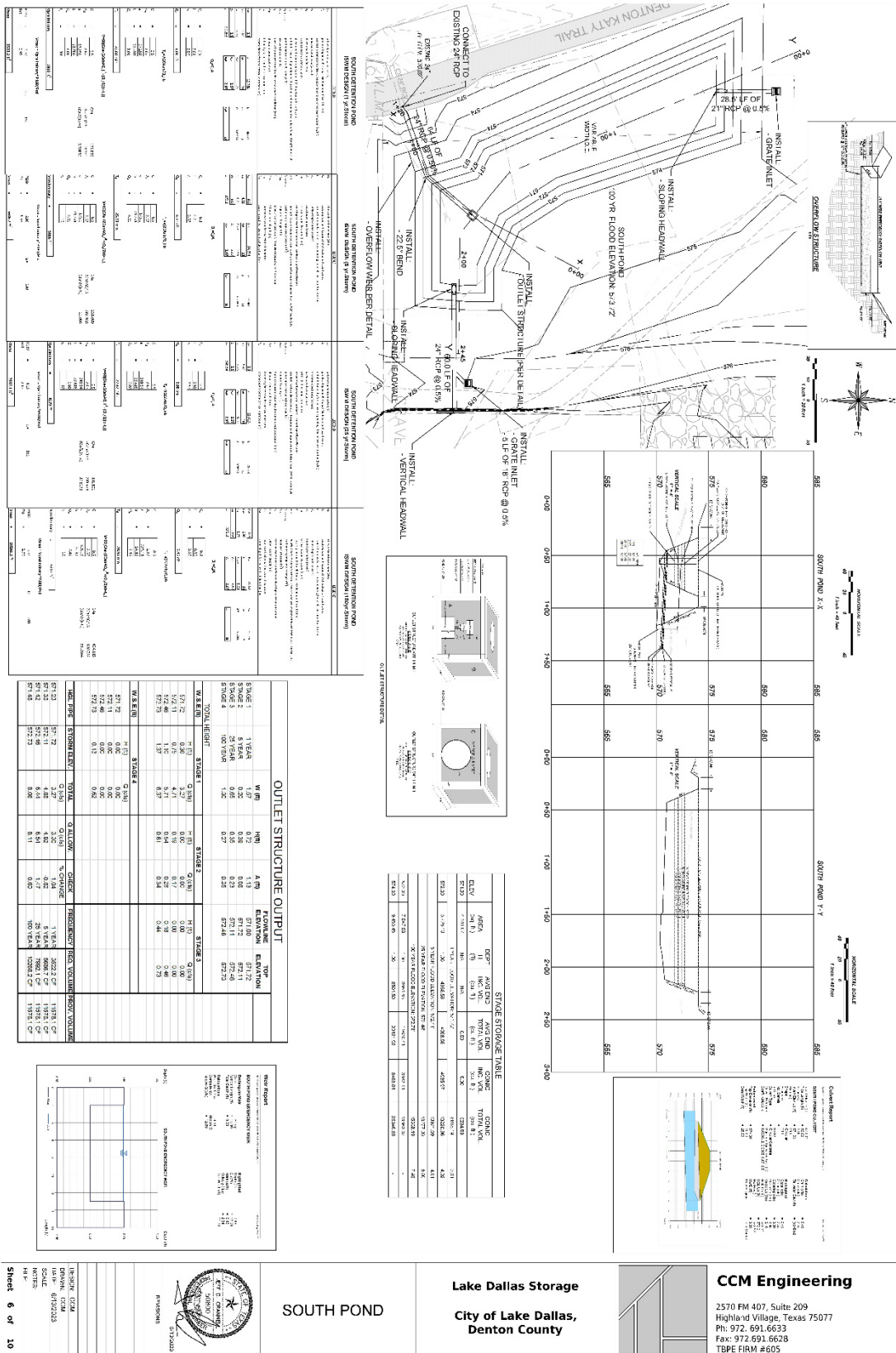
**City of Lake Dallas,
Denton County**



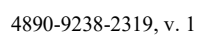
CCM Engineering

2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972.691.6633
Fax: 972.691.6628
TBPE FIRM #605

Exhibit “B” Drainage Plan



4890-9238-2319, v. 1





**CITY COUNCIL
AGENDA MEMO**

Prepared By: Kandace Lesley, City Manager

Date: July 27, 2023

Asphalt Projects

DESCRIPTION:

The intent of this agenda item is to discuss and approve a resolution authorizing the City Manager to negotiate and execute a contract with Pave It, Inc. to conduct repairs to three (3) roads.

BACKGROUND INFORMATION:

As you are aware, the City is currently taking the necessary steps to obtain a Master Drainage Study and Plan. The outcome of the study will lead to the next phase of addressing drainage, which is design and implementation. Because the installation of a new drainage system could impact the extent to which roads conditions would be addressed, the City decided to hold off on conducting any major roadway improvements (outside the bond election approved roads). However, minor repairs (e.g., potholes) is something the City Manager wants to begin addressing, with respect to non-bond election roads. Therefore, she requested Crew Leader Guerrero to conduct a visual pothole assessment and develop a list of the streets appearing to need attention now and obtain quotes for conducting those repairs.

The City Council approved the first five pothole projects during the April 27th regular meeting, which included Duchess Court, Kings Manor, Overly Drive, Wilson & Galbraith, and Queen Court. All five projects were successfully completed by the approved vendor, Pave IT, Inc. The next set of pothole projects are Harbour Town, Carlisle, Hundley, and Julian. Due to cost and the fact that Hundley is one of the County bond roadway improvement projects, Staff recommends moving forward only with Harbour Town, Carlisle, and Julian (see analysis below).

Item #	Vendor	Harbour			Total	
		Town	Carlisle	Julian		
1	Pave It, Inc.	\$10,279.62	\$23,945.76	\$ 15,338.70	\$ 49,564.08	One Year Warranty
2	Texas Pavement Management	\$15,477.31	\$40,930.26	\$ 20,936.02	\$ 77,343.59	One Year Warranty
3	A-1 Paving LLC	\$43,530.75	\$51,070.50	\$ 27,216.00	\$121,817.25	

Item #1 (Pave IT, Inc.) is the best value for the Harbour Town, Carlisle, and Julian pothole projects. If approved, the project will be contingent upon negotiation of an agreement prepared by the City Attorney, and the contractor's insurance meeting necessary requirements. Additionally, Staff will work with the contractor to develop a schedule of repairs and ensure that an announcement is posted on Facebook to communicate this schedule to the public.

FINANCIAL CONSIDERATION:

Total cost for the projects (three streets) is \$49,564.08.

Expenditures are funded by the Street and Sidewalk Repair Maintenance Sales Tax Fund, which is supported by the ¼ cent sales tax.

RECOMMENDED MOTIONS:

Staff recommends approving a resolution authorizing the City Manager to negotiate and sign a contract with Pave It, Inc. to conduct repairs to three roads, as discussed, for a contract price of \$49,564.08.

ATTACHMENT(S):

Quotes

Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 2023-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING NEGOTIATION AND EXECUTION OF A CONTRACT FOR PAVEMENT REPAIRS WITH PAVE IT, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, having solicited, received, and reviewed bids for pavement repairs for Harbour Town Drive, Carlisle Drive , and Julian Street (“the Project”), City Administration has determined that Pave It, Inc. has submitted the lowest most responsible bid, and recommends negotiation and execution of a contract with Pave It, Inc., for performance of the Project; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to approve the recommendation of the City Administration.

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

SECTION 1. The City Manager is hereby authorized to negotiate and sign on behalf of the City a contract with Pave It, Inc. to perform the Project for a contract price of \$49,564.08. The City Manager is further authorized to execute such change orders as may be necessary to perform additional services based on unanticipated conditions in accordance with applicable state law, city policies, and the availability of current funds for such purpose.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED THIS THE 27TH DAY OF JULY 2023.

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

CONSTRUCTION SERVICES AGREEMENT Pothole Services Agreement

This **CONSTRUCTION SERVICES AGREEMENT** (“**Agreement**”) is made as of the Effective Date by and between **Pave It, Inc.**, a Texas corporation, hereinafter called “**Contractor**”, and the **City of Lake Dallas, Texas**, hereinafter called “**City**”. Contractor and City are hereafter collectively referred to as “**the Parties**” and individually as “**Party**”.

RECITALS

WHEREAS, City desires to have various segments of Harbour Town, Carlisle and Julian to be patched and/or repaired (the “**Project**”); and

WHEREAS, City desires Contractor to perform certain work and services set forth in Section 1, Scope of Services relating to performance of the Project; and

WHEREAS, Contractor has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, the Parties agree as follows:

Section 1. Scope of Services. Upon issuance of a written Notice to Proceed by Lake Dallas, Contractor agrees to provide to City the necessary professional construction services the Project as set forth in the proposal attached hereto as **Exhibit “A”** and incorporated herein by reference (the “**Scope of Services**”).

Section 2. Term of Agreement. The term of this Agreement shall begin on the date it is signed by authorized representatives of all of the Parties (the “**Effective Date**”) and shall continue until Contractor completes the services required herein to the reasonable satisfaction of City, unless sooner terminated as provided in Section 8, below.

Section 3. Contractor Obligations

A. Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Contractor only if authorized in writing in advance by City.

C. Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

D. Contractor shall, at its expense, obtain all permits and licenses necessary for the performance of this Agreement and pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of this Agreement; provided, however, notwithstanding the foregoing, City shall be responsible for the costs of any permits for work that must be obtained from City.

E. All minor details of the work not specifically mentioned in the Scope of Services but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise, the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work described in the Scope of Services. Contractor shall perform all extra work under the direction of City' Representative when presented with a written work order signed by City' Representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. Payment for extra work shall be as agreed in the work order.

F. Prior to final payment for work performed under the Scope of Services, Contractor shall deliver to City a maintenance bond in a form acceptable to the City Attorney in the amount of this Agreement, in favor of City, and executed by a surety authorized to conduct business in the State of Texas warranting all materials and labor provided by Contractor pursuant to this Agreement for a period of one (1) year following completion and acceptance of the work performed by Contractor pursuant to this Agreement. Notwithstanding the foregoing to the contrary, the manufacturer's warranty on parts shall be as provided in the Scope of Services. Said maintenance bond shall be in addition to any manufacturer warranties for materials and equipment installed on the Properties and provided to City.

G. Contractor agrees to indemnify, defend, and save City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this Agreement. When City requests, Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

Section 4. Payment

A. Contractor agrees to accept as payment from City the amount **FORTY-NINE THOUSAND FIVE HUNDER SIXTY-FOUR AND 08/100 DOLLARS (\$49,564.08)** for all services and work authorized in writing and properly performed by Contractor, subject to additions or deletions for changes or extras agreed upon in writing, upon completion, and based on the unit prices set forth in the Scope of Services. City agrees to pay Contractor the amount related to each street in the amounts set forth in the Scope of Services not later than thirty (30) days following completion and acceptance by City of the services with respect each street and receipt of final invoice from Contractor for the work related to such street.

B. City may deduct from any amounts due or to become due to Contractor from City's contract amount any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or the Property, arising out of Contractor's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Contractor.

D. City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective work not remedied.
- (2) Claims filed or reasonable evidence indicating possible filing of claims.
- (3) Failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Contractor.
- (4) Damages to another Contractor or subcontractor.

When the above grounds are removed, or Contractor provides a surety bond satisfactory to City which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

Section 5. Responsibilities

A. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications, if any.

B. City's review, approval or acceptance of, or payment for any of the services required under this Agreement, shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused

by Contractor's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of City under this Agreement are as provided by law.

Section 6. Time For Performance

A. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements.

B. If Contractor's performance of this Agreement is delayed or interfered with by acts of City or others, Contractor may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Contractor, unless Contractor shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Contractor have agreed in writing upon the allowance of additional time to be made.

Section 7. Ownership of Project; Bill of Sale

A. Contractor warrants that title to all work, including all equipment and materials incorporated into the Project, if any, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all Work for which payments have been received from City shall be free and clear of liens, claims, security interest or other encumbrances in favor of Contractor or any other person or entity whatsoever. Upon final payment by City to Contractor and at the request of City, Contractor shall sign a bill of sale conveying to Lake Dallas all of Contractor's right, title, and interest in and to all equipment and free and clear of all liens, security interests, and encumbrances, said bill of sale to be in a form reasonably acceptable to City's City Attorney.

B. Contractor agrees to assign to City at the time of final completion of the Scope of Services any and all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner so as to preserve any and all manufacturer's warranties. If necessary, as a matter of law, Contractor may retain the right to enforce directly any such manufacturers' warranties during the one-year period following the date of acceptance of the Project by City.

Section 8. Termination

A. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Contractor. In the event suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination.

B. If City requires a modification of this Agreement with Contractor, and in the event City and Contractor fail to agree upon a modification to this Agreement, City shall have the option

of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Contractor prior to such termination date.

Section 9. Insurance; Bonds

A. During the term of this Agreement, Contractor shall maintain in full force and effect the following insurance:

- (i) A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;
- (ii) A policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
- (iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to City for cancellation or non-renewal of the insurance; and (3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to City of any material change of or to the insurance required herein.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted to City prior to commencement of work.

Section 10. Indemnification. City shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of Contractor pursuant to this Agreement. Contractor hereby waives all claims against City, its officers, agents and employees (collectively referred to in this section as "City Parties") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of City or breach of City's obligations hereunder. Contractor agrees to indemnify, defend, and save harmless the City Parties from and against any and all liabilities, damages, claims, suits, costs (including court costs, reasonable attorneys' fees, and costs of investigation) and actions of any kind by reason of injury to or

death of any person or damage to or loss of property to the extent caused by Contractor's negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of Contractor, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of one or more City Parties, in whole or in part, in which case Contractor shall indemnify the City Parties only to the extent or proportion of negligence attributed to Contractor as determined by a court or other forum of competent jurisdiction). Contractor's obligations under this Section 10 shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Contractor under this Agreement. The provisions of this Section 10 shall survive the termination of this Agreement.

Section 11. Assignment. Contractor shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of City.

Section 12. Applicable Laws. Contractor shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 13. Default of Contractor. If Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Contractor, City may, at their sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. In the event, of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others.

B. City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Contractor.

Section 14. Adjustments in Services. No claims for extra services, additional services or changes in the services will be made by Contractor without a written agreement with City prior to the performance of such services.

Section 15. Execution Becomes Effective. This Agreement will be effective upon signing of the Agreement by authorized representatives of Contractor and City.

Section 16. Agreement Amendments. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 17. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 18. Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

Section 19. Right-Of-Access. City will obtain and/or furnish right-of-access on any project site for Contractor to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. Contractor will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 20. Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier, e-mail, or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to Lake Dallas: City Manager
 City of Lake Dallas
 212 Main Street
 Lake Dallas, Texas 75065

With copies to: Kevin B. Laughlin
 Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
 500 North Akard, Suite 1800
 Dallas, Texas 75201

If to Contractor: Pave It, Inc.
 Attn: Jay Stamper, President
 1045 East Hwy 121
 Lewisville, Texas 75057

Section 21. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all Parties.

Section 22. Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes. To the extent of any conflict between any exhibit and the main body of this Agreement, including, but not limited to the terms of payment, the main body of this Agreement shall control.

Section 23. Survival of Obligations. Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 24. Sales and Use Taxes. Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

Section 25. Prohibition on Boycotting Israel and Energy Companies; Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

A. Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

B. Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

C. Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

Section 26. Completion of Form 1295. Notwithstanding anything to the contrary herein, this Agreement shall not be effective until Contractor has filed Form 1295 – Statement of Interested Parties with the Texas Ethics Commission in accordance with Texas Government Code §2232.908 and City has acknowledged the receipt and filing of said form.

Signatures

SIGNED AND AGREED this ____ day of July 2023.

CITY OF LAKE DALLAS, TEXAS

By: _____
Kandace Lesley, City Manager

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

SIGNED AND AGREED this ____ day of May 2023.

PAVE IT, INC.

By: _____

Name: _____

Title: _____

EXHIBIT "A"
SCOPE OF SERVICES

Pave It, Inc.
16410 ADDISON RD.
ADDISON, TX 75001
972 436-7111

Estimate

Pave-It

ADDRESS
CITY OF LAKE DALLAS
212 MAIN STREET
LAKE DALLAS, TX. 75065

SHIP TO
HARBOUR TOWN RD, CARLISLE
RD, HUNDLEY RD & JULIAN RD.
LAKE DALLAS, TX. 75065

ESTIMATE #	DATE
3706	05/23/2023

SALES REP
RM

TERMS
NET 10

DESCRIPTION	QTY	RATE	AMOUNT
*** ASPHALT ROAD REPAIRS AS INDICATED BELOW. *****			
HARBOUR TOWN RD: ASPHALT-FULL-DEPTH RECONSTRUCTION WITH PORTLAND CEMENT FOR APPROX: 2,483SF IN TWO AREAS. (60X27; 20X13)(67X9) A). PULVERIZE DAMAGED AREAS OF ASPHALT TO DEPTH OF 8 TO 10 INCHES AS NEEDED. B). PORTLAND CEMENT IS SPREAD IN MEASURED AMOUNTS (37 LBS PER S.Y) ON TO THE SURFACE OF DAMAGED AREA THEN MILLED INTO SURFACE AND BASE, PLUS SOME PARTS OF SUB GRADE. C). SHAPING, GRADING, REMOVAL OF DESIGNATED REMNANTS AND COMPACT USING A 10 TON PADFOOT. D). TACK COAT EDGES WITH CR-250. E). OVERLAY HOT MIX TYPE D HMA SURFACE COURSE COMPACT TO AN AVERAGE THICKNESS OF 2". F). COMPACTION, USING A 3 TO 5 TON SMOOTH WHEEL VIBRATING ROLLER AND A 15 TON PNEUMATIC RUBBER TIRE ROLLER.	2,483	4.14	10,279.62
***** ONE YEAR WARRANTY ***** CARLISLE ROAD: ASPHALT-FULL-DEPTH RECONSTRUCTION WITH PORTLAND CEMENT FOR APPROX: 5,784SF IN TWO AREAS. (266X21)(11X18) A). PULVERIZE DAMAGED AREAS OF ASPHALT TO DEPTH OF 8 TO 10 INCHES AS NEEDED. B). PORTLAND CEMENT IS SPREAD IN MEASURED AMOUNTS (37 LBS PER S.Y) ON TO THE SURFACE OF DAMAGED AREA THEN MILLED INTO SURFACE AND BASE, PLUS SOME PARTS OF SUB GRADE. C). SHAPING, GRADING, REMOVAL OF DESIGNATED REMNANTS AND COMPACT USING A 10 TON PADFOOT. D). TACK COAT EDGES WITH CR-250. E). OVERLAY HOT MIX TYPE D HMA SURFACE COURSE COMPACT TO AN AVERAGE THICKNESS OF 2". F). COMPACTION, USING A 3 TO 5 TON SMOOTH WHEEL VIBRATING ROLLER AND A 15 TON PNEUMATIC RUBBER TIRE ROLLER.	5,784	4.14	23,945.76

*Must allow 24 hours for asphalt to cure and 5 Days for concrete to cure. Pave-It is not responsible for any damage to landscaping or underground utilities such as sprinklers, water, electric, gas or electric gate sensors less than 24" underground.

DESCRIPTION	QTY	RATE	AMOUNT
***** ONE YEAR WARRANTY *****			
HUNDLEY ROAD: ASPHALT-FULL-DEPTH RECONSTRUCTION WITH PORTLAND CEMENT FOR APPROX: 26,110SF IN SIX AREAS. (12X51; 284X24)(182X24)(153X24)(145X13)(225X21)(192X21) A). PULVERIZE DAMAGED AREAS OF ASPHALT TO DEPTH OF 8 TO 10 INCHES AS NEEDED. B). PORTLAND CEMENT IS SPREAD IN MEASURED AMOUNTS (37 LBS PER S.Y) ON TO THE SURFACE OF DAMAGED AREA THEN MILLED INTO SURFACE AND BASE, PLUS SOME PARTS OF SUB GRADE. C). SHAPING, GRADING, REMOVAL OF DESIGNATED REMNANTS AND COMPACT USING A 10 TON PADFOOT. D). TACK COAT EDGES WITH CR-250. E). OVERLAY HOT MIX TYPE D HMAC SURFACE COURSE COMPACT TO AN AVERAGE THICKNESS OF 2". F). COMPACTION, USING A 3 TO 5 TON SMOOTH WHEEL VIBRATING ROLLER AND A 15 TON PNEUMATIC RUBBER TIRE ROLLER.	26,110	4.14	108,095.40
***** ONE YEAR WARRANTY *****			
JULIAN ROAD: ASPHALT-FULL-DEPTH RECONSTRUCTION WITH PORTLAND CEMENT FOR APPROX: 3,705SF IN ONE AREA. (247X15) A). PULVERIZE DAMAGED AREAS OF ASPHALT TO DEPTH OF 8 TO 10 INCHES AS NEEDED. B). PORTLAND CEMENT IS SPREAD IN MEASURED AMOUNTS (37 LBS PER S.Y) ON TO THE SURFACE OF DAMAGED AREA THEN MILLED INTO SURFACE AND BASE, PLUS SOME PARTS OF SUB GRADE. C). SHAPING, GRADING, REMOVAL OF DESIGNATED REMNANTS AND COMPACT USING A 10 TON PADFOOT. D). TACK COAT EDGES WITH CR-250. E). OVERLAY HOT MIX TYPE D HMAC SURFACE COURSE COMPACT TO AN AVERAGE THICKNESS OF 2". F). COMPACTION, USING A 3 TO 5 TON SMOOTH WHEEL VIBRATING ROLLER AND A 15 TON PNEUMATIC RUBBER TIRE ROLLER.	3,705	4.14	15,338.70
***** ONE YEAR WARRANTY *****			
Thank you for allowing us to be your chosen provider for all of your concrete & asphalt needs!	TOTAL		\$157,659.48

Accepted By

Accepted Date

*Must allow 24 hours for asphalt to cure and 5 Days for concrete to cure. Pave-It is not responsible for any damage to landscaping or underground utilities such as sprinklers, water, electric, gas or electric gate sensors less than 24" underground.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

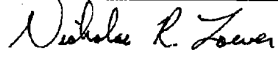
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
		INSURERS AFFORDING COVERAGE	
		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	
		INSURER B: FEDERATED SERVICE INSURANCE COMPANY	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 120 REVISION NUMBER: 0

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	Y	9329252	02/04/2023	02/04/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMPIOP ACC \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS OWNLY ☐ NON-OWNED AUTOS ONLY	N	N	9329252	02/04/2023	02/04/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION	N	N	1856046	03/16/2023	02/04/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1802453	02/04/2023	02/04/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT

CERTIFICATE HOLDER 397-843-4 CITY OF LAKE DALLAS 351 BETCHAN AVE LAKE DALLAS, TX 75065	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

PROPOSAL AND CONTRACT

LAKE DALLAS TX 75065

REMOVE ASPHALT, RE STABILIZE AND PACK BASE, REPLACE WITH 4 INCHES OF HOT ASPHALT

HARBOUR TOWN

#1. 266 X 21 = 5586 SQ FT	\$ 37,705.50
#2. 20 X 13 = 260 SQ FT	\$ 1,755.00
#3. 9 X 67 = 603 SQ FT	\$ 4,070.25

CARLISLE

#1. 286 X 21 = 5586 SQ FT	\$ 37,705.50
#2. 11 X 18 = 198 SQ FT	\$ 13,365.00

HUNDLEY

#1. 12 X 5t = 612 SQ FT	\$ 4,131.00
#2. 284 X 24 = 6816 SQ FT	\$ 46,008.00
#3. 182 X 24 = 4368 SQ FT	\$ 29,484.00
#4. 153 X 24 = 3672 SQ FT	\$ 24,786.00
#5. 145 X 13 = 1885 SQ FT	\$ 12,753.75
#6. 21 X 182 = 4032 SQ FT	\$ 27,216.00

JULIAN

#1.21 X 192 = 4032 SQ FT \$ 27,216.00

TOTAL \$ 256,166.00

All of the above work to be completed in a workmanlike manner according to standard practices for the sum of _____ Dollars (\$ _____).

Contractor

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which properly certified manager agrees to pay the amount stated in said proposal, and according to the terms thereof. Contractor not responsible for grass or weed growth.

Payment Due Upon Completion

Signature X Date 20

Pave It, Inc.
16410 ADDISON RD.
ADDISON, TX 75001
972 436-7111

Estimate

Pave-It

ADDRESS
CITY OF LAKE DALLAS
212 MAIN STREET
LAKE DALLAS, TX. 75065

SHIP TO
HARBOUR TOWN RD, CARLISLE
RD, HUNDLEY RD & JULIAN RD.
LAKE DALLAS, TX. 75065

ESTIMATE #	DATE
3706	05/23/2023

SALES REP
RM

TERMS
NET 10

DESCRIPTION	QTY	RATE	AMOUNT
*** ASPHALT ROAD REPAIRS AS INDICATED BELOW. ***** HARBOUR TOWN RD: ASPHALT-FULL-DEPTH RECONSTRUCTION WITH PORTLAND CEMENT FOR APPROX: 2,483SF IN TWO AREAS. (60X27; 20X13)(67X9) A). PULVERIZE DAMAGED AREAS OF ASPHALT TO DEPTH OF 8 TO 10 INCHES AS NEEDED. B). PORTLAND CEMENT IS SPREAD IN MEASURED AMOUNTS (37 LBS PER S.Y) ON TO THE SURFACE OF DAMAGED AREA THEN MILLED INTO SURFACE AND BASE, PLUS SOME PARTS OF SUB GRADE. C). SHAPING, GRADING, REMOVAL OF DESIGNATED REMNANTS AND COMPACT USING A 10 TON PADFOOT. D). TACK COAT EDGES WITH CR-250. E). OVERLAY HOT MIX TYPE D HMAC SURFACE COURSE COMPACT TO AN AVERAGE THICKNESS OF 2". F). COMPACTION, USING A 3 TO 5 TON SMOOTH WHEEL VIBRATING ROLLER AND A 15 TON PNEUMATIC RUBBER TIRE ROLLER. ***** ONE YEAR WARRANTY ***** CARLISLE ROAD: ASPHALT-FULL-DEPTH RECONSTRUCTION WITH PORTLAND CEMENT FOR APPROX: 5,784SF IN TWO AREAS. (266X21)(11X18) A). PULVERIZE DAMAGED AREAS OF ASPHALT TO DEPTH OF 8 TO 10 INCHES AS NEEDED. B). PORTLAND CEMENT IS SPREAD IN MEASURED AMOUNTS (37 LBS PER S.Y) ON TO THE SURFACE OF DAMAGED AREA THEN MILLED INTO SURFACE AND BASE, PLUS SOME PARTS OF SUB GRADE. C). SHAPING, GRADING, REMOVAL OF DESIGNATED REMNANTS AND COMPACT USING A 10 TON PADFOOT. D). TACK COAT EDGES WITH CR-250. E). OVERLAY HOT MIX TYPE D HMAC SURFACE COURSE COMPACT TO AN AVERAGE THICKNESS OF 2". F). COMPACTION, USING A 3 TO 5 TON SMOOTH WHEEL VIBRATING ROLLER AND A 15 TON PNEUMATIC RUBBER TIRE ROLLER.	2,483	4.14	10,279.62
	5,784	4.14	23,945.76

*Must allow 24 hours for asphalt to cure and 5 Days for concrete to cure. Pave-It is not responsible for any damage to landscaping or underground utilities such as sprinklers, water, electric, gas or electric gate sensors less than 24" underground.

DESCRIPTION	QTY	RATE	AMOUNT
***** ONE YEAR WARRANTY *****			
HUNDLEY ROAD: ASPHALT-FULL-DEPTH RECONSTRUCTION WITH PORTLAND CEMENT FOR APPROX: 26,110SF IN SIX AREAS. (12X51; 284X24)(182X24)(153X24)(145X13)(225X21)(192X21) A). PULVERIZE DAMAGED AREAS OF ASPHALT TO DEPTH OF 8 TO 10 INCHES AS NEEDED. B). PORTLAND CEMENT IS SPREAD IN MEASURED AMOUNTS (37 LBS PER S.Y) ON TO THE SURFACE OF DAMAGED AREA THEN MILLED INTO SURFACE AND BASE, PLUS SOME PARTS OF SUB GRADE. C). SHAPING, GRADING, REMOVAL OF DESIGNATED REMNANTS AND COMPACT USING A 10 TON PADFOOT. D). TACK COAT EDGES WITH CR-250. E). OVERLAY HOT MIX TYPE D HMAC SURFACE COURSE COMPACT TO AN AVERAGE THICKNESS OF 2". F). COMPACTION, USING A 3 TO 5 TON SMOOTH WHEEL VIBRATING ROLLER AND A 15 TON PNEUMATIC RUBBER TIRE ROLLER.	26,110	4.14	108,095.40
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***** ONE YEAR WARRANTY *****			
Thank you for allowing us to be your chosen provider for all of your concrete & asphalt needs!	TOTAL		\$157,659.48

Accepted By

Accepted Date

*Must allow 24 hours for asphalt to cure and 5 Days for concrete to cure. Pave-It is not responsible for any damage to landscaping or underground utilities such as sprinklers, water, electric, gas or electric gate sensors less than 24" underground.



802 N Stemmons Fwy
Lewisville, TX 75078

05/26/2023
City of Lake Dallas

Lake Dallas, TX

Texas Pavement Management proposes to furnish all necessary labor, materials, equipment, and tools for work on the above referenced project as described below:

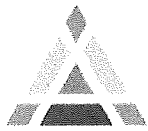
Scope of Work to include:

Description	Depth	Quantity	Unit	Sub - Total
General Conditions	-	1	LS	\$23,000.00
One Year Warranty	-	1	LS	\$2,000.00
Mill and Pave (Harbour Town Dr)	2"	2,467	SF	\$10,477.31
Mill and Pave (Carlisle Dr)	2"	5,630	SF	\$23,930.26
Mill and Pave (Hundley Dr)	2"	26,154	SF	\$111,156.41
Mill and Pave (Julian St)	2"	3,749	SF	\$15,936.02
Asphalt Patching (Carlisle Dr)	4"	200	SF	\$7,000.00
				\$193,500.00

> \$25k
5 = \$5k

Scope of Work	Description
Mill and Pave	Mill out existing failed asphalt. Clean lot of all millings and debris. Apply tack oil. Furnish and place hot mix asphalt and roll for compaction.
Asphalt Patching	Saw cut and remove failed areas in a linear fashion. Compact sub-grade. Apply tack oil to ensure proper bonding. Furnish, place and compact hot mix asphalt. Remove excess spoils to an approved dump site.

1. Texas Pavement Management furnish all necessary labor, material, equipment, and tools.
2. The Project will be completed in accordance with the attached construction schedule, but in no case shall Texas Pavement Management be held responsible for liquidated damages attributable to delays caused by weather, Acts of God, strikes, work stoppages, or stoppages ordered or caused by governmental authorities.



Texas
Pavement
Management

802 N Stemmons Fwy
Lewisville, TX 75078

05/26/2023
City of Lake Dallas

Lake Dallas, TX

Texas Pavement Management proposes to furnish all necessary labor, materials, equipment, and tools for work on the above referenced project as described below:

Scope of Work to include:

Description	Depth	Quantity	Unit	Sub - Total
General Conditions	-	1	LS	\$25,000.00
Mill and Pave	2"	38,000	SF	\$161,500.00
Asphalt Patching	4"	200	SF	\$7,000.00
				\$193,500.00

Scope of Work	Description
Mill and Pave	Mill out existing failed asphalt. Clean lot of all millings and debris. Apply tack oil. Furnish and place hot mix asphalt and roll for compaction.
Asphalt Patching	Saw cut and remove failed areas in a linear fashion. Compact sub-grade. Apply tack oil to ensure proper bonding. Furnish, place and compact hot mix asphalt. Remove excess spoils to an approved dump site.

1. Texas Pavement Management furnish all necessary labor, material, equipment, and tools.
2. The Project will be completed in accordance with the attached construction schedule, but in no case shall Texas Pavement Management be held responsible for liquidated damages attributable to delays caused by weather, Acts of God, strikes, work stoppages, or stoppages ordered or caused by governmental authorities.
3. Texas Pavement Management will perform the Project in a good and workmanlike manner and will leave the Project's site in a clean, orderly condition.
4. Texas Pavement Management maintain in-force, general commercial insurance during the time of its performance of the Project.

5. Unless otherwise described in paragraph one (1) above, the Project does not include or obligate Texas Pavement Management to do any of the following: (i) obtain permits or bonds; obtain or pay for builder's risk insurance; (ii) schedule or perform testing or inspections; (iii) perform soil excavation, grading, or backfill work or repairs unless noted above in scope; (iv) locate, replace, or relocate sprinklers or irrigation piping; (v) locate, replace, or relocate utility lines; (vi) provide traffic control; (vii) provide seed, straw, or erosion control measures; (viii) remove or dispose of any material or debris; (ix) remove, clear, grub, grade, or stockpile topsoil; (x) provide winterization or weatherization protection; or (xi) compact, remove, remediate, or otherwise prepare sub-grade material unless specifically stated in the line item; (xii) removal of fence and or replace;(xii) Any scope not indicated above

6. This Commercial Construction Contract encompasses the entire agreement of the parties and supersedes all previous representations, understandings, and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their signatures hereon, that they have not relied on any representation, assertion, guarantee, warranty, understanding, assurance, or agreement except those specifically set out in this Commercial Construction Contract.

7. Payment due upon completion of project. Proposal valid for 30 days.

Customer Name

DATE

Texas Pavement Management

05/26/2023

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

The Lake Dallas City Council met in a Special Called meeting on June 29, 2023, 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 6:00 p.m.

1. Roll Call

Andi Nolan
Megan Ray
Cheryl McClain
Rudy Glynn Vrba
Adam Peabody

Mayor
Councilmember 1
Mayor Pro-Tem Councilmember 3
Councilmember 4
Councilmember 5

Absent:

Kristy Bleau

Councilmember 2

Staff Present: City Secretary Codi Delcambre, Sgt. Brenda Hall, Finance Director Jennifer Oakes, City Attorney Kevin Laughlin, and City Manager Kandace Lesley.

**EARLY WORK SESSION
City Council Chambers - 6:00 P.M.**

1. Call to Order and Determination of Quorum

Mayor Nolan called the Early Work Session to order at 6:01 p.m.

2. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for June 29, 2023.

No discussion.

3. Receive a report and hold a discussion regarding the next step in the Fiscal Year 2022 – 2023 Budget adoption process.

Council received a presentation from Dan Mahoney with Hilltop Securities regarding Municipal Bonds and Debt Issuance.

4. Receive a status update from the Police Department.

Council received a presentation Finance Director Jennifer Oaks regarding the Fiscal Year 2022-2023 Budget.

Adjournment 6:45p.m.

Open Session

1. Call to Order & Determination of Quorum.

Mayor Nolan called the meeting to order at 6:38 p.m.

2. Invocation and Pledges of Allegiance

Councilmember Peabody led the invocation and the pledges.

3. Announcements & Special Recognitions: None

4. Citizen Agenda & Public Comments: None

5. Mayor & Council Member Announcements

Councilmember Peabody- Jacksonville, Texas Tomato Festival all of the business has a tomato in front of the store. He said it was a nice way to promote the event and city.

Mayor Nolan- Dunking Booth from 12:00-2:00 at the Legion on Saturday.

6. City Manager's Report

- Thank the Mayor for emceeing the Fourth of July event on Saturday.

7. Discussion and consider adoption of a Resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation.

Motion: approve a Resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation was made by Councilmember Vrba and seconded by Councilmember Ray.

Ayes: Councilmember Ray, Bleau, Vrba, McClain, and.

Noes: Peabody

Motion Passed 3-1.

8. Discussion and consider designating July 3, 2023, as an official City Holiday for FY 22-23.

Motion: to approve July 3, 2023, as an official City Holiday for FY 22-23 was made by Councilmember Ray and seconded by Councilmember McClain.

Ayes: Councilmember Ray, McClain, Vrba, and Peabody.

Noes:

Motion Passed 4-0

9. Consider and Act on the Consent Agenda-

- a. Consider and Act on a Resolution authorizing the purchase of the Motorola Solutions Audio/ Video Recording System with Motorola Solutions through the City's cooperative purchasing agreement with Houston-Galveston Area Council of Governments Cooperative (HGAC).**

Motion: to approve consent agenda Items A was made by Councilmember Ray and second by Councilmember McClain.

Ayes: Councilmember Ray, Vrba, McClain, and Peabody.

Noes: None

Motion Passed 4-0.

10. 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.

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

No Executive Session.

Adjournment

Mayor Nolan adjourned the meeting at 9:34 p.m.

Approved:

Andi Nolan, Mayor

Attest:

Codi Delcambre, City Secretary



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Codi Delcambre, City Secretary

July 27, 2023

Cancellation of City Council Meetings

DESCRIPTION:

Consider approval of a Resolution changing the date of the Regular City Council meeting for November 9, 2023.

BACKGROUND INFORMATION:

Several members of the City Council will be attending the Lake Dallas Educational Foundation meeting to be held on Thursday, November 9, 2023, which conflicts with the regular council meeting. The meeting will be held on Wednesday November 8, 2023.

RECOMMENDED MOTIONS:

I move to **approve/deny** a Resolution changing the date of the Regular City Council meeting for November 9, 2023 to Wednesday November 8, 2023.

ATTACHMENT(S):

Ordinance

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 2023-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS, CHANGING THE DATE OF THE REGULAR CITY COUNCIL
MEETING FOR NOVEMBER 9, 2023, AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, Section 3.09 of the City Charter of the City of Lake Dallas provides that the City Council shall hold at least one regular meeting each month and as many additional meetings as necessary to transact the business of the City; and

WHEREAS, the City Council has established by ordinance that its regular meetings shall be conducted at 7:00 p.m. on the second and fourth Thursdays of each month; and

WHEREAS, several members of the City Council will be attending the Lake Dallas Educational Foundation meeting to be held on Thursday, November 9, 2023, which conflicts with the regular council meeting held that date; and

WHEREAS, pursuant to Section 2-51 of the Lake Dallas Municipal Code, the City Council finds that changing the date of the regular meeting scheduled for November 9, 2023, will not adversely affect the operations of the City and will preserve City financial and human resources usually spent in preparation for such meetings.

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

SECTION 1. The regular City Council meeting scheduled for November 9, 2023, is hereby changed to November 8, 2023.

SECTION 2. This resolution shall take effect immediately from and after its approval.

**DULY PASSED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS
ON THE 27TH DAY OF JULY 2023.**

APPROVED:

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney