



**City of Lake Dallas
City Council
Regular Called Meeting
City Hall
212 Main Street, Lake Dallas, TX 75065
Thursday, June 25, 2026 at 6:00 PM
Agenda**

Open Session

City Council Chambers-6:00 P.M.

Section I. - Call to Order & Determination of Quorum:

Section II. - Invocation & Pledges of Allegiance:

Section III. - Presentation:

Section IV. - Public Comment:

1. 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 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 V. - Elected Official Requested Items & Comments:

1. 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 VI. - City Manager's Report:

1. 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 VII. - Planning & Development:

Section VIII. - Work Session :

1. Receive a presentation of the City's new website, including an overview of features, navigation, online services, and resources available to residents and visitors.
2. Hold a discussion regarding the creation, responsibilities, and potential implementation of a Public Relations position for the City.

Section IX. - Action items:

1. Consider and act on adding July 6, 2026, as a City Holiday for 2026.

Section X. - 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.

1. Consider and act on an Ordinance amending the Comprehensive Zoning Ordinance and map of the City of Lake Dallas, Texas, as heretofore amended, by changing the zoning regulations governing the use and development of 0.0815 +/- acre tract of land in the M. Wright Survey, Abstract No. 1355 From C-1 Retail District and Planned Development (PD) District with a Base Zoning of R-2 Two-Family Dwelling District, within Downtown District to Planned Development (PD) District with a Base Zoning of R-1-6000 Single Family Dwelling District and Downtown District with the inclusion of a Single-Family Dwelling District for miniature, transportable housing (Tiny House Park). (Council opened the public hearing at the May 14, 2026, meeting and continue the public hearing to June 11, 2026, meeting.)
2. Consider and act on the minute for May 28, 2026.
3. Consider and Act on a Resolution authorizing an Interlocal Agreement with Denton County for public safety radio communications system; authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.
4. Consider and Act on a Resolution authorizing an Interlocal Agreement with Denton County for public safety communications services; authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

Section XI. - 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 XII. - Return to Open Session:

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

Section XIII. - 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 June 19, 2026 at 11:00 a.m.



Codi Delcambre, TRMC
City Secretary

If you plan to attend this public meeting 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 2 working days prior to the meeting so that appropriate arrangements can be made.



CITY COUNCIL AGENDA MEMO

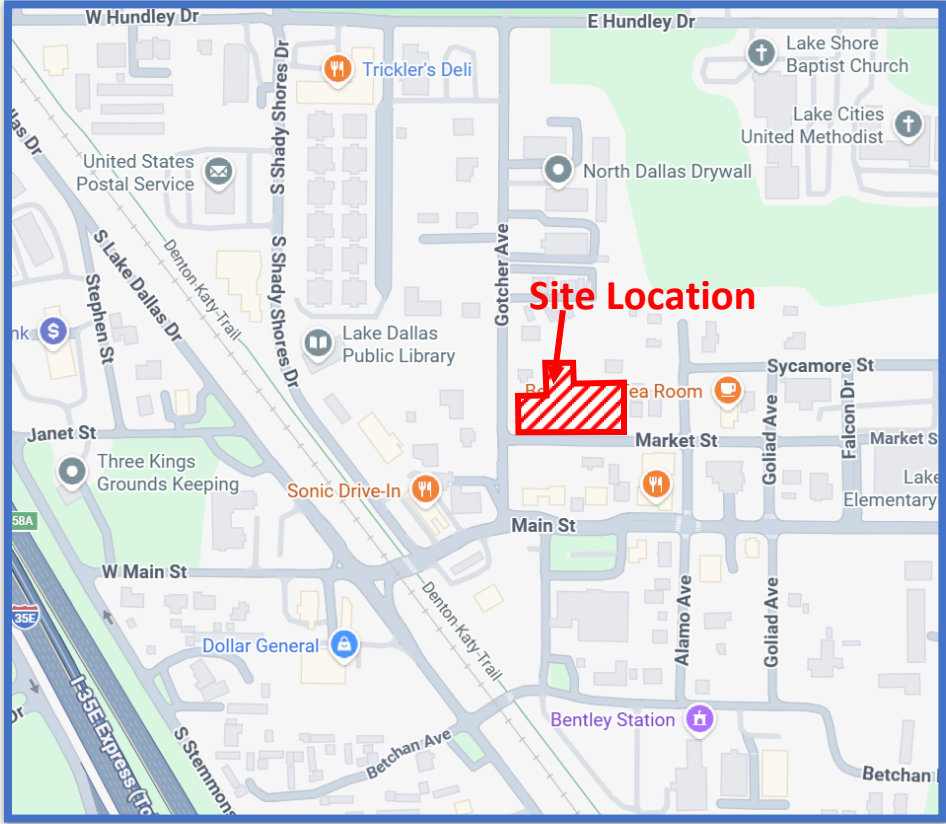
Prepared By: Marisa Brewer, AICP, City Planning Consultant

June 25th, 2026

Act on an Ordinance for a Planned Development, on property currently zoned District C-1 and O-17-02 in the Downtown Overlay District, to allow for the construction of a Tiny Home Park use of approximately 0.815 acres of land situated in the M. Wright Survey, Abstract No. 1355, in the City of Lake Dallas, Denton County, Texas, being a part of Lots 9 and 10, Block 1 of Gotcher Addition, an addition to the City of Lake Dallas, Denton County, Texas.

DESCRIPTION:

City Council shall consider the request for Planned Development for the property at 101, 103, 105, 107 Market St, Lake Dallas, TX 75065 (located on Lots 9 and 10, Block 1 of Gotcher Addition and in the M. Wright Survey, Abstract Number 1355 in the City of Lake Dallas, Denton County, Texas,) to allow the for the construction of a Tiny Home Park.



BACKGROUND INFORMATION:

In 2017, Terry Lantrip, built a Tiny Home Park located at 206 Gotcher Road which included 13 Tiny Home Pads, common open space areas, and shared amenities for residents. This developer is requesting a

second phase of the tiny home park by proposing 14 additional Tiny Homes Pads on .815 acres of land per the description above.

The property is currently zoned C-1 (Retail) and O-17-2 (Bungalows) within the Downtown Overlay District, neither of which permit tiny home development. Therefore, the applicant is requesting a zoning change to a Planned Development (PD) utilizing the R-1-6000 base zoning district and remaining within the Downtown Overlay District. The City of Lake Dallas Code of Ordinances does not include specific standards for tiny home developments, which previously resulted in the adoption of a PD for a similar project in 2017, using R-1-6000 as the base zoning district. The proposed development generally mirrors the development standards adopted with Ordinance No. 2017-14. However, the proposed development is unable to comply with several regulations applicable to the base zoning district. Therefore, a Planned Development is required. As a result, a list of development standards has been included in this report.

The site currently contains three existing structures that, in accordance with the proposed development standards and plan notes, must be demolished or relocated prior to the commencement of construction.

The plan is proposing landscaping along Gotcher Avenue and Market Street by proposing seven new trees and a continuous five-foot-wide sidewalk along those same roads. Along with the trees the site will also have a courtyard in between where the Tiny Homes back up and a community garden that is currently existing today.

The property will be screened along the north, south, and west property lines through the installation of a white vinyl fence to provide screening from adjacent properties. In addition, seven Live Oak trees are proposed along Gotcher Avenue and Market Street to provide a buffer from the public right-of-way.

Section 122-632 requires that a proposed PD should have uses that are compatible with adjacent uses and the Comprehensive Plan. Single family residential uses, including Tiny Home Village Phase I, are located directly adjacent to the north of the subject property. To the east are two-family duplexes and to the south of Market are townhomes, live/work units, and offices. The Comprehensive Plan indicates a future land use designation of Lifestyle Residential for the subject property. Mixed Use is designated to the south and east, while Lifestyle Residential is designated to the north. The subject property is also located within the Downtown Overlay and identified as a Lifestyle Housing Priority Area according to the Downtown Concept Plan.

With a Planned Development, the property must be in conformance with the Lake Dallas Code of Ordinances. Below is a list of proposed development standards that deviate from the current Code.

PROPOSED DEVELOPMENT STANDARDS:

1. Landscaping

| | Requirement | PD Standard | Reason |
|----------|---|---|---|
| 1 | Section 122-1228 (1.c) : Interior areas of parking lots shall contain planting islands located so as to best relieve the expanse | Planting islands located at the end of designated parking areas shall not | Planting trees in those locations would prevent |

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|---|---|---|--|
| | of paving. Planter islands must be located no further apart than every 12 parking spaces and at the terminus of all rows of parking. | be required to contain trees. | Tiny Homes from being placed or removed. |
| 2 | Section 122-1228 (2.c): Perimeter landscape areas shall contain at least one tree for each 50 lineal feet or fraction thereof of perimeter area. | Seven (7) teddy bear magnolia (or similarly sized) trees, with a minimum caliper diameter of 3 inches (3”) and a minimum height of eight feet (8.0’), shall be planted and maintained within the perimeter landscape area adjacent to a public right-of way | Plan is proposing 7 Trees: 1 along Gotcher and 6 are along Market Street. |
| 3 | Section 122-1228 (2.a): Whenever an off-street parking or vehicular use area abuts a public right-of-way, a perimeter landscape area at least 15 feet in depth shall be maintained between the abutting right-of-way and the off-street parking or vehicular use area. | A perimeter landscape area with a minimum depth of five feet (5.0’) shall be maintained between all abutting rights-of-way and include the following. | Due to the limited amount of horizontal space available for a development of this size, a landscape area with a measurement of 15’ in depth was not provided. |
| 4 | Section 122-1228 (2.b): Whenever an off-street parking or vehicular use area abuts an adjacent property line, a perimeter landscape area at least ten feet in width shall be maintained between the edge of the parking area and the adjacent property line. | A perimeter landscape area with a minimum depth of three feet shall be maintained between designated parking and vehicular use areas and abutting properties. | Due to the limited amount of horizontal space available for a development of this size, a perimeter landscape area with a measurement of at least 10’ in width was not provided. |

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|----|--|--|---|
| 5a | Section 122-1229: Landscaping requirement for nonvehicular open space. (3.a) - In all residential zoning districts, a minimum of 15 percent of the landscaping shall be located in the required front yard. | A minimum of fifteen percent (15%) of the total area of the Property shall be devoted to feature landscaping. | This is not a conventional residential subdivision with individual lots and typical front yard configurations, the development has limited opportunity to provide the full 15 percent of required open space within front yard areas. |
| 5b | (b) Landscaping plans shall be prepared by a landscape architect, landscape contractor or landscape designer, knowledgeable in plants, materials and landscape design. Landscape plans shall contain the following information | That the property owner shall serve as the landscape contractor for the design and maintenance of all landscaping substantially as shown on the Development Plan; maintenance is subject to section 122-1226 | The applicant has requested to waive this requirement. |
| 6 | Section 122-1228 (1) (b): There shall be a minimum of one tree planted for each 400 square feet or fraction thereof of required interior landscape area. | Trees shall not be required within interior landscape areas of the site | Applicant is not proposing any trees within the interior site. |

2. Site Standards

| | Requirement | PD Standard | Reason |
|---|--|--|--|
| 1 | Section 2.06 Sidewalk Location and Design: Sidewalks to be 4" thick, 3,600 psi in 28 days, reinforced with No. 3 bars 14" O.C.E.W A concrete sidewalk, a minimum of five feet (5') in width, shall be located along all Collector or Local thoroughfares. The sidewalk shall be located within the street | A brick sidewalk with a minimum width of five feet (5.0') shall be located along the perimeter of the Property when adjacent to a public right-of-way. | There is an existing (5') five-foot brick sidewalk to the east that this proposed sidewalk can tie into. |

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| <p>ROW unless pre-existing physical encroachments (e.g., utility infrastructure or trees) dictate otherwise. The outside edge of the sidewalk shall be located two feet (2') inside the ROW line on Commercial or Residential Collector thoroughfares. On Local thoroughfares, the outside edge of the sidewalk may be on the ROW line and a two foot (2') sidewalk easement shall be provided adjacent to the ROW line</p> | | |
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3. Tiny House Pad Requirement: A Tiny House Pad is an individual lease pad where a privately owned Tiny House may be placed.

| Requirement | Proposed |
|-------------|---|
| Area | Min:800 Sq Ft Max:1,000 Sq Ft |
| Coverage | Tiny House shall not exceed 45% of Pad Area |
| Width | Min: 20 Feet Max: 30 Feet |
| Depth | Min:40 Feet Max: 50 Feet |

4. Foundation Platform Requirements: Tiny Houses located on the Property shall be constructed with a foundation platform subject to the following dimensions.

| Requirement | Proposed |
|-------------|------------------------------|
| Width | Min: 7 Feet Max: 8.5 Feet |
| Depth | Min:12 Feet Max: 40 Feet |

5. Tiny House: For purposes of this Ordinance, a “Tiny House” is defined as a principal residential dwelling that has a square footage of no less than one hundred fifty (150) square feet and no greater than four hundred (400) square feet, with said dwelling being structurally attached to a transportable chassis, with or without a permanent foundation, capable of being connected to available utilities including plumbing (water and sewer service), mechanical, natural gas, communications, and electrical systems. Tiny Houses shall be constructed on a tiny house pad and shall be subject to the following.

| Requirement | Proposed |
|-------------|----------|
|-------------|----------|

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| Minimum Unit size | Min: 150 Sq Ft Max: 400 Sq Ft |
| Width | Min: 7 Feet Max:8.5 Feet |
| Depth | Min: 12 Feet Max:40 Feet |

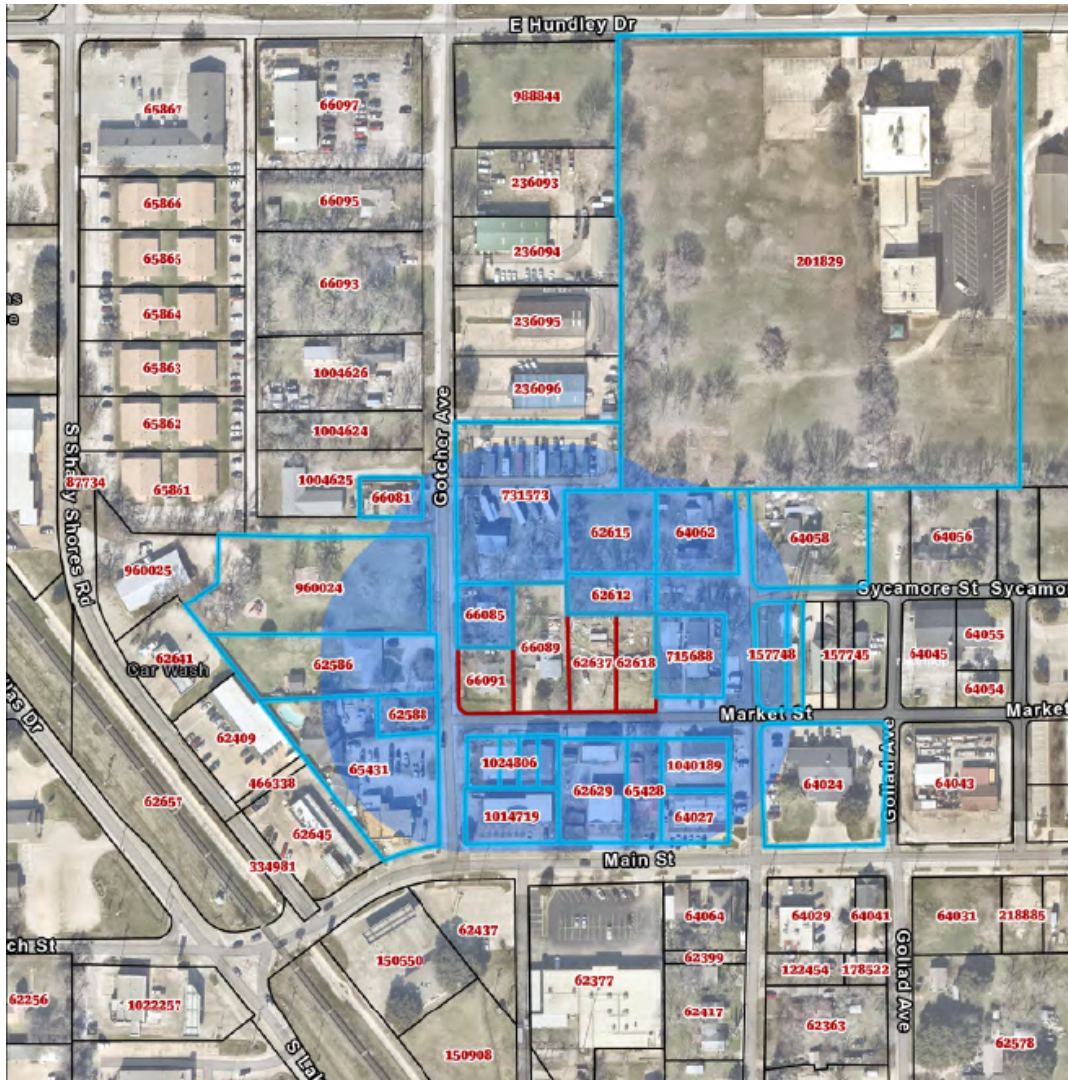
ADJACENT ZONING AND LAND USE:

| DIRECTION | ZONING | EXISTING USE |
|-------------------------|-------------------------------|----------------------|
| <i>Subject Property</i> | <i>C-1 and O-17-02</i> | <i>Retail</i> |
| <i>North</i> | C-1 | <i>Single Family</i> |
| <i>South</i> | C-3 | <i>Townhomes</i> |
| <i>West</i> | C-1 | <i>Single Family</i> |
| <i>East</i> | C-1 and O-17-02 | <i>Duplex</i> |

FEEDBACK:

Correspondence:

The City Code requires notification of the property owners within 200 feet of the subject property. For this application, 21 Property Owner Notifications were mailed at least 10 days prior to the public hearing. The following map shows properties within 200' of the subject site.



PLANNING AND ZONING RECOMMENDATION:

This application was heard at Planning and Zoning Commission meeting on April 16th, 2026. The commission made the recommendation to approve as presented.

CITY COUNCIL MEETING, JUNE 11, 2026

On June 11, 2026, the City Council held a public hearing for this project. Following the public hearing and deliberation, City Council made a motion to table the project to the June 25th City Council meeting in order to address certain conditions in the proposed draft Ordinance. As part of the motion, City Council requested the following revisions to be added to the development standards:

| Discussion | Items Added to Draft Ordinance |
|---|---|
| The applicant was previously providing seven (7) live oak trees. Council expressed concerns with the large tree | 1. Seven (7) teddy bear magnolia (or similarly sized) trees, with a minimum caliper diameter of 3 inches (3”) and a minimum height of eight feet (8.0’), shall be planted and |

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| <p>canopy and root system affecting the sidewalk. As part of the motion Council wanted the applicant to provide trees with a small root system and with a smaller trunk.</p> | <p>maintained within the perimeter landscape area adjacent to a public right-of way.</p> <p><i>The proposed Landscape Plan was also revised to reflect this change.</i></p> |
| <p>The site plan did not previously account for a sidewalk easement; however, the proposed sidewalk is located on private property. To allow for public access, a sidewalk easement is required. As part of the motion, Council directed that a sidewalk easement be provided along the length of the proposed sidewalk.</p> | <p>Sidewalk Easement:</p> <ol style="list-style-type: none"> 1. Grant of Easement. The Property Owner (“Grantor”) hereby grants and conveys to the City a non-exclusive easement (“Easement”) over, across, and upon that portion of the Property described in Exhibit A (“Easement Area”) for the limited purpose of allowing public pedestrian access along a sidewalk constructed within the Easement Area. 2. Ownership and Maintenance. The sidewalk and all improvements located within the Easement Area shall remain the sole property of the Grantor. The Grantor shall be exclusively responsible, at its sole cost and expense, for the construction, repair, replacement, maintenance, and upkeep of the sidewalk and all related improvements within the Easement Area. The City shall have no obligation to maintain, repair, or replace the sidewalk or any improvements located therein. 3. No City Liability. The City shall not be liable for any damage, injury, or claim arising from the condition, maintenance, or use of the sidewalk or improvements within the Easement Area. Grantor shall indemnify and hold the City harmless from any such claims to the extent permitted by law. 4. Access Rights. The City shall have the right, but not the obligation, to enter the Easement Area for inspection or to ensure compliance with applicable laws, ordinances, and safety requirements. Such entry shall not be construed as acceptance of maintenance responsibility. 5. Compliance with Laws. Grantor shall ensure that the sidewalk and all improvements within the Easement Area comply with all applicable City ordinances, development regulations, ADA requirements, and safety standards. 6. Running with the Land. This Easement and all obligations herein shall run with the land and be binding upon Grantor and all successors, assigns, and future owners of the Property. <p><i>The proposed Site Plan was also revised to reflect this change.</i></p> |
| <p>The proposed project intends to use the dumpsters located within Phase 1 in accordance with the requirements of Chapter 86 of the Code of Ordinances.</p> | <p>Solid Waste Container Maintenance:</p> <ol style="list-style-type: none"> 1. Duty of Owner to Provide and Maintain Solid Waste Container and Termination of Joint Container Upon |

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| <p>However, Council expressed concern regarding how refuse service would be accommodated if the property were to be sold to another property owner and the two properties were no longer owned by same entity.</p> <p>As part of the motion, Council directed that the applicant identify a designated dumpster location on the site plan, if needed, and ensure that it complies with all applicable regulations outlined in Chapter 86 of the Code of Ordinances.</p> | <p>Transfer of Property. This section applies to the Property as it currently utilizes a joint solid waste container pursuant to Section 86 of the City Code based on common or contiguous ownership with an adjoining parcel.</p> <ol style="list-style-type: none"> 2. Transfer of Property; Loss of Contiguous Ownership. Upon the sale, conveyance, or transfer of the Property, or any portion thereof, such that contiguous ownership with the adjoining parcel no longer exists, the authorization for a joint solid waste container under Section 86 of the City Code shall automatically terminate. 3. Required Placement of Individual Dumpster. Within thirty (30) days of the transfer of ownership, the Property Owner shall install and maintain a separate, City approved dumpster or solid waste container on the Property in compliance with the site plan and with all requirements of Chapter 86 and any applicable zoning or development regulations. 4. Responsibility for Compliance. The obligation to install, screen, maintain, and service the required dumpster shall rest solely with the Property Owner. The adjoining property owner or any prior joint container user shall have no responsibility for compliance following the termination of the joint container authorization. 5. Prohibited Use of Former Joint Container. Following the transfer of ownership, the Property Owner shall not deposit or permit the deposit of solid waste into the former joint container located on the adjoining parcel. 6. Enforcement. Failure to comply with this section constitutes a violation of Chapter 86 and is subject to all applicable enforcement mechanisms, including administrative penalties, citations, and suspension of solid waste service and is enforceable against the Property Owner. <p><i>The proposed Site Plan was also revised to reflect this change.</i></p> |
| <p>Council expressed concerns regarding the need for additional clarification on maintenance responsibilities for the property, specifically whether maintenance would be the responsibility of the property owner or the individual leasing the tiny home pad.</p> <p>As part of the motion, Council directed that it be clearly stated that any violations of the City’s regulations would be enforceable solely against the property owner.</p> | <ol style="list-style-type: none"> 1. All requirements, conditions, and obligations established under the City’s Planned Development regulations, together with all other applicable City ordinances, codes, and standards, shall apply solely to the Property Owner. Compliance with such regulations shall be the responsibility of the Property Owner, and no duties, liabilities, or enforcement obligations arising under these provisions shall be imposed upon, or construed to apply to, any individual Tiny House Owner or occupant of a Tiny House located on the Property. The Property Owner shall remain fully responsible for ensuring that all Tiny Houses and related improvements on the Property comply with the City’s development, zoning, building, health, and safety requirements |

RECOMMENDED MOTIONS:

City Council can:

APPROVE/DENY Ordinance amending the Comprehensive Zoning Ordinance and the zoning map of the City of Lake Dallas, Texas, as previously amended, by revising the zoning regulations governing the use and development of approximately 0.0815 acres of land located in the M. Wright Survey, Abstract No. 1355. The request includes a change from C-1 Retail District and Planned Development (PD) District with a base zoning of R-2 Two-Family Dwelling District, within Downtown District, to a Planned Development (PD) District with a base zoning of R-1-6000 Single-Family Dwelling District and Downtown District with the inclusion of a Single-Family Dwelling District for miniature, transportable housing (Tiny House Park).

APPROVE the rezoning of the Planned Development and associated ordinance with conditions. *(This motion would require a list of additional conditions to be incorporated into the Planned Development.)*

ATTACHMENTS:

Draft Ordinance

Site Plan

Landscape Plan

**CITY OF LAKE DALLAS, TEXAS
ORDINANCE NO. 2026-_____**

AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LAKE DALLAS, TEXAS, AS HERETOFORE AMENDED, BY CHANGING THE ZONING REGULATIONS GOVERNING THE USE AND DEVELOPMENT OF A 0.815± ACRE TRACT OF LAND IN THE M. WRIGHT SURVEY, ABSTRACT NO. 1355 FROM C-1 RETAIL DISTRICT AND PLANNED DEVELOPMENT (PD) DISTRICT WITH A BASE ZONING OF R-2 TWO-FAMILY DWELLING DISTRICT, WITHIN DOWNTOWN DISTRICT TO PLANNED DEVELOPMENT (PD) DISTRICT WITH A BASE ZONING OF R-1-6000 SINGLE FAMILY DWELLING DISTRICT AND DOWNTOWN DISTRICT WITH THE INCLUSION OF A SINGLE-FAMILY DWELLING DISTRICT FOR MINIATURE, TRANSPORTABLE HOUSING (TINY HOUSE PARK); PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; 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 of the City of Lake Dallas and the governing body of the City of Lake Dallas, in compliance with the laws of the State of Texas and the ordinances of the City of Lake Dallas, have given requisite notice by publication and otherwise, and after holding due public hearings and affording a full and fair hearing to all 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 Comprehensive Zoning Ordinance and Map should be amended; and

WHEREAS, having received the recommendation of the Planning and Zoning Commission and the report presented by the City Administration, the City Council of the City of Lake Dallas, Texas, finds that exceptional circumstances affecting the Property exists such that establishment of a planned development district regulating the development of the Property is justified.

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

SECTION 1. ZONING CLASSIFICATION: The Comprehensive Zoning Ordinance and Map of the City of Lake Dallas, Texas (collectively, the “Zoning Ordinance”), heretofore duly passed by the governing body of the City of Lake Dallas, as previously amended, be, and the same are hereby amended by amending the regulations governing the use and development of a 0.815± acre tract of land in the M. Wright Survey, Abstract No. 1355 City of Lake Dallas, Denton County, Texas (commonly known as 107, 105, 103, and 101 Market Street), being more specifically described and depicted in **Exhibit “A,”** attached hereto and incorporated herein by reference (“the

Property”) from C-1 Retail District and Planned Development (PD) District with a base zoning of R-2 Two-Family Dwelling District, within Downtown District, to a Planned Development (PD) District with base zoning of R-1-6000 Single Family Dwelling District and Downtown District, including a use for Single-Family Dwelling District for miniature, transportable Housing (“Tiny House Park”) subject to the development and use regulations set forth in Section 2 of this ordinance.

SECTION 2. LAND USE AND DEVELOPMENT STANDARDS. The Property shall be developed and used in accordance with the applicable provisions of the Zoning Ordinance, as amended, , subject to the following modifications:

- A. **Base Zoning:** Subject to the modifications or additions set forth in this Section 2, the Property shall be developed and used in accordance with the provisions of the Zoning Ordinance applicable to property located within the R-1-6000 Single Family Dwelling District and Downtown District, except as modified by this ordinance.
- B. **“Tiny House Park”:** For purposes of this Ordinance, the phrase “Tiny House Park” means a unified development located on the Property configured as a single, undivided lot but on which individual lease pads designated on the Site Plan (hereafter “Pads”), along with common areas and open spaces area established, on which Pads privately owned Tiny Houses may be placed.
- C. **Site Plan:** The arrangement of Pads and Tiny Houses on the Property shall be substantially as shown on the Site Plan in **Exhibit “B,”** attached hereto and incorporated herein by reference (“Site Plan”). In no case shall the number of Pads located on the Property exceed fourteen (14). The City Manager may authorize minor changes to the Site Plan as provided in Section 122-636 of the Zoning Ordinance.
- D. **“Tiny House” Defined; Size and Construction Standards:** For purposes of this Ordinance, a “Tiny House” is defined as a principal residential dwelling that has a square footage of no less than one hundred (100) square feet and no greater than four hundred (400) square feet, with said dwelling being structurally attached to a transportable chassis, with or without a permanent foundation, capable of being connected to available utilities including plumbing (water and sewer service), mechanical, natural gas, communications, and electrical systems. Tiny Houses constructed or otherwise located on the Property shall be located on pads and subject to the following:
 - 1. **Minimum Unit Size:** Each Tiny House shall have a minimum gross floor area of not less than one hundred (100) square feet and no greater than four hundred (400) square feet.
 - 2. **Minimum Sleeping Room Size:** In every Tiny House of two or more rooms, every room occupied for sleeping purposes by one occupant shall contain at least thirty-five (35) square feet of floor space.

3. **Width**: Each Tiny House must measure not less than seven feet (7.0') and not greater than eight and one-half feet (8.5') in width.
4. **Depth**: Each Tiny House must measure not less than twelve feet (12') and not greater than forty feet (40') in length.
5. **Construction Standards**: In addition to the regulations set forth in this Ordinance, every Tiny House located on the Property, whether constructed on the Property on a permanent foundation or constructed off-site and transported to the Property, shall, at the time of application for a building permit or, if not building permit is required, certificate of occupancy, be constructed in accordance with:
 - a. All construction codes relating to residential dwelling units enacted by the City of Lake Dallas that are deemed to be applicable to the structural stability and life safety requirements for a Tiny House as determined by the Building Official or designee; and
6. **Foundation Platforms**: Tiny Houses located on the Property shall be constructed with one of the following foundation platforms:
 - a. Mobile, or wheeled, platforms shall be permitted in the form of a trailer vehicle that is registered with the Texas Department of Motor Vehicles (TxDMV). Such dwellings may be towed in-place by means of bumper hitch, frame-towing hitch, fifth-wheel connection, gooseneck type, or other approved towing method. All Tiny Houses with mobile or wheeled platforms shall be:
 - (i) tied down to the ground or pad with an auger/ground anchors when located on a Pad; and
 - (ii) constructed with fire-resistant skirting, with the necessary vents, screens, and/or openings that is installed within thirty (30) days after placement of the Tiny House on the Pad.
 - b. Conventional foundation platforms, such concrete slab on-grade, pier and beam, perimeter grade beam, and similar permanent foundation types shall be permitted, with such foundations being certified by a registered professional structural engineer as a condition of securing building permit approval.
 - c. Recreational vehicles, manufactured homes and mobile homes, as defined in the Zoning Ordinance shall be prohibited as dwelling units within the Tiny House Park.

7. **Pad Requirements:**

- a. **Area:** Each Pad shall have an area of no be less than eight hundred (800) square feet and not greater than one thousand (1,000) square feet.
- b. **Coverage:** Maximum coverage of a Tiny House shall not exceed forty-five percent (45%) of the Pad area. Porches and other additions to the Tiny House shall not exceed twenty percent (20%) of the Pad area.
- c. **Width:** Each Pad shall not be less than twenty feet (20') wide and not greater than thirty feet (30') wide.
- d. **Depth:** Each Pad shall be not less than thirty-seven feet (37') in depth and not greater than one hundred feet (100') in depth.

8. **Setbacks:**

- a. **Common parking areas and adjoining property lines:** A Tiny House shall be setback not less than five feet (5.0') from any common area designated and used for parking and the property line of the Property; provided, however, porches, awnings and other additions attached to the Tiny House may project a distance of not greater than an additional three feet (3.0') beyond the foregoing setback.
- b. **Tiny House Separation:** A Tiny House shall be setback not less than five feet (5.0') from the edge of the Pad.

E. **Amenities for Tiny House Park:** The Tiny House Park shall contain the following common area amenities and facilities, all of which shall be completed and made operational prior to the issuance of the initial Certificate of Occupancy (CO) for the first Tiny House to be located on the Property:

1. A centralized common open space area shall be provided substantially as shown on the Site Plan and shall include courtyard, fire pit, related furniture and equipment, landscaped islands, sidewalks and a walking trails.
2. Common open space area, as shown on the Site Plan and labelled as "courtyard", shall be provided at a ratio of not less than one hundred (100) square feet of open space per each Pad developed on the Property. Such common open space area shall be directly adjacent to ten of the Pad sites.
3. The common open space area shall not be located inside a storm water detention/retention area, wetland, stream, floodway, or required landscaped buffer area.

F. Parking:

1. Parking spaces shall be provided at a ratio of not less than two (2) spaces for each Pad developed on the Property.
2. All designated parking areas on the Property shall be paved with concrete as approved by the City Engineer or designee, with such approval to be secured in writing prior to the issuance of a building permit or certificate of occupancy for the first Tiny House located on the Property.

G. Screening and Fencing: Prior to issuance of the first certificate of occupancy for any building constructed on the Property (whether a Tiny House or other building), screening fences shall be constructed as shown on the Site Plan and subject to the following:

1. 1. A vinyl fence with a minimum height of six feet (6.0') shall be constructed:
 - (a) along the north boundary line of the Property as shown on the Site Plan;
 - (b) along the south boundary line of the Property and adjacent to designated parking areas as shown on the Site Plan; and
 - (c) along the western boundary line of the property and adjacent to designated parking areas as shown on the Site Plan; and
2. A vinyl fence with a minimum height of four feet (4.0') shall be constructed along the south boundary of the line of the Property and adjacent to pads as shown on the Site Plan.
3. Except as otherwise stated herein, designated parking and vehicular use areas shall not be required to be screened with a wall, fence, hedge, berm, or other living barriers from abutting properties.

H. Landscaping: The Property shall be developed substantially in accordance with the Landscape Plan, attached hereto as **Exhibit "C"** and incorporated herein by reference (the "Landscape Plan"), which is hereby approved, and subject to the following:

1. Landscape Plans may not be required to be prepared by a landscape architect, landscape contractor or landscape designer, so long as the landscape plans still provide the required information listed in section 122-1225(b) of the Zoning Ordinance.
2. A perimeter landscape area with a minimum depth of five feet (5.0') shall be maintained between all abutting rights-of-way and include the following:
 - (a) Seven (7) teddy bear magnolia (or similarly sized) trees, with a minimum caliper diameter of 3 inches (3") and a minimum height of eight feet (8.0'), shall be planted and maintained

within the perimeter landscape area adjacent to a public right-of way.

3. A perimeter landscape area with a minimum depth of three feet (3.0') shall be maintained between designated parking and vehicular use areas and abutting properties.
4. A minimum of fifteen percent (15%) of the total area of the Property shall be devoted to feature landscaping.
5. Planting islands located at the ends of designated parking areas shall not be required to contain trees.
6. A brick sidewalk with a minimum width of five feet (5.0') shall be located along the perimeter of the Property when adjacent to a public right-of-way.
7. **Interior Landscape Areas.** Trees shall not be required within interior landscape area of the property.

I. Tree Preservation:

1. No building permit for any building to be constructed on the Property (or any certificate of occupancy, if no building permit is required) shall be issued until a Tree Preservation Permit is obtained by making application in accordance with the requirements established in Chapter 42, Article IV of the Lake Dallas Code of Ordinances, as amended.
2. Tree protection requirements shall be enforced during the construction period in accordance with Chapter 42, Article IV, of the Lake Dallas Code of Ordinances, as amended.

J. Sidewalk Easement:

1. Grant of Easement. The Property Owner ("Grantor") hereby grants and conveys to the City a non-exclusive easement ("Easement") over, across, and upon that portion of the Property described in Exhibit A ("Easement Area") for the limited purpose of allowing public pedestrian access along a sidewalk constructed within the Easement Area.
2. Ownership and Maintenance. The sidewalk and all improvements located within the Easement Area shall remain the sole property of the Grantor. The Grantor shall be exclusively responsible, at its sole cost and expense, for the construction, repair, replacement, maintenance, and upkeep of the sidewalk and all related improvements within the Easement Area. The City shall have no obligation to maintain, repair, or replace the sidewalk or any improvements located therein.
3. No City Liability. The City shall not be liable for any damage, injury, or claim arising from the condition, maintenance, or use of the sidewalk or improvements within the Easement Area. Grantor shall indemnify and hold the City harmless from any such claims to the extent permitted by law.
4. Access Rights. The City shall have the right, but not the obligation, to enter the

Easement Area for inspection or to ensure compliance with applicable laws, ordinances, and safety requirements. Such entry shall not be construed as acceptance of maintenance responsibility.

5. Compliance with Laws. Grantor shall ensure that the sidewalk and all improvements within the Easement Area comply with all applicable City ordinances, development regulations, ADA requirements, and safety standards.
6. Running with the Land. This Easement and all obligations herein shall run with the land and be binding upon Grantor and all successors, assigns, and future owners of the Property.

K. Solid Waste Container Maintenance:

1. Duty of Owner to Provide and Maintain Solid Waste Container and Termination of Joint Container Upon Transfer of Property. This section applies to the Property as it currently utilizes a joint solid waste container pursuant to Section 86 of the City Code based on common or contiguous ownership with an adjoining parcel.
2. Transfer of Property; Loss of Contiguous Ownership. Upon the sale, conveyance, or transfer of the Property, or any portion thereof, such that contiguous ownership with the adjoining parcel no longer exists, the authorization for a joint solid waste container under Section 86 of the City Code shall automatically terminate.
3. Required Placement of Individual Dumpster. Within thirty (30) days of the transfer of ownership, the Property Owner shall install and maintain a separate, City-approved dumpster or solid waste container on the Property in compliance with the site plan and all requirements of Chapter 86 and any applicable zoning or development regulations.
4. Responsibility for Compliance. The obligation to install, screen, maintain, and service the required dumpster shall rest solely with the Property Owner. The adjoining property owner or any prior joint container user shall have no responsibility for compliance following the termination of the joint container authorization.
5. Prohibited Use of Former Joint Container. Following the transfer of ownership, the Property Owner shall not deposit or permit the deposit of solid waste into the former joint container located on the adjoining parcel.
6. Enforcement. Failure to comply with this section constitutes a violation of Chapter 86 and is subject to all applicable enforcement mechanisms, including administrative penalties, citations, and suspension of solid waste service and is enforceable against the Property Owner.

L. Tiny House Maintenance. All Tiny Houses and the Pads shall be maintained in accordance with all applicable property maintenance regulations adopted by the City. Skirting, porches, awnings and other additions, when installed on a Tiny House, shall be maintained in good repair.

M. Certificate of Occupancy Required. No Tiny House constructed or placed on the Property may be occupied as a dwelling unit or for any other purpose until a certificate of occupancy has been granted by the City authorizing commencement of the Tiny House for such use. The foregoing sentence shall apply whether or not a building permit is required to be issued with respect to construction of the Tiny House.

N. **Property Demolition Required.** No building permit for any building to be constructed on the Property (or any certificate of occupancy, if no building permit is required) shall be issued until all structures located on the Property as of the effective date of this Ordinance are demolished and debris removed from the Property as determined by the Building Official or designee.

SECTION 3. In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Lake Dallas and the provisions of this ordinance as applicable to the use and development of the Property, the provisions of this Ordinance shall be controlling.

SECTION 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Comprehensive Zoning Ordinance, as amended in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Lake Dallas, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand (\$2,000.00) Dollars for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provides.

SECTION 8. All requirements, conditions, and obligations established under the City's Planned Development regulations, together with all other applicable City ordinances, codes, and standards, shall apply solely to the Property Owner. Compliance with such regulations shall be the responsibility of the Property Owner, and no duties, liabilities, or enforcement obligations arising under these provisions shall be imposed upon, or construed to apply to, any individual Tiny House Owner or occupant of a Tiny House located on the Property. The Property Owner shall remain fully responsible for ensuring that all Tiny Houses and related improvements on the Property comply with the City's development, zoning, building, health, and safety requirements.

SECTION 9. Any offense under the City's Planned Development regulations, together with all other applicable City ordinances, codes, and standards, shall be enforceable solely against the Property Owner.

PASSED AND APPROVED this __th day of June 2026.

Kristy Bleau, Mayor

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:



Joseph J. Gorfida, Jr., City Attorney

EXHIBIT "A"
PROPERTY DESCRIPTION AND DEPICTION

Property Description

BEING all that certain lot, tract, or parcel of land situated in the M. Wright Survey Abstract Number 1355 in the City of Lake Dallas, Denton County, Texas, being a part of Lois 9 and 10, Block 1 of Gotcher Addition, an addition to the City of Lake Dallas, Denton County, Texas, according to the plat thereof recorded in Volume 75, Page 91, Deed Records, Denton County, Texas, and being all that certain tract of land conveyed by deed from Robert Thomas Mullins, Jr. et al to Teny Lantrip recorded under Clerk's File Number 96-R0061250, Real Property Records, Denton County, Texas, and being all that certain tract of land conveyed by deed from Mark Steven Schmitz to Teny Lantrip recorded in Volume 5385, Page 901, Real Property Records, Denton County, Texas and being all that certain tract of land conveyed by deed from Cart Joe Johnson and Carletta Johnson to Teny Lantrip recorded under Volume 2775, Page 20, Real Property Records, Denton County, Texas, and being all that certain tract of land conveyed by deed from Virginia B. Nash et al to Teny Lantrip recorded under Clerk's File Number 93-R0027672, Real Property Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found for comer in the north line of Market Street, a public roadway having a variable width right-of-way, said point being the southwest corner of Loi 1 R, Block 5 of Old Town of Garza, an addition to the City of Lake Dallas, Denton County, Texas according to the plat thereof recorded under Document Number 2017-386, Plat Records, Denton County, Texas;

THENCE S 89° 39' 30" W, 281 . 7 4 feet with said north line of said Markel Street to a capped iron rod market RPLS 4561 set for comer in the east line of Gotcher Avenue, a public roadway having a right-of- way of 50.0 feet,

THENCE N 01° 05' 08" W, 90.00 feel with said east line of said Gotcher Avenue to a capped iron rod marked RPLS 4561 set for comer, said point being the southwest corner of that certain tract of land conveyed by deed from Barbara G. Garrison, Trustee, to Heather Jo Hobson recorded under Document Number 2021 -109328, Real Property Records, Denton County, Texas;

THENCE N 89° 39' 36" E, 74.85 feel with the south line of said Hobson tract to a capped iron rod marked RPLS 4561 set for comer, said point being the southeast comer of said Hobson tract;

THENCE N 01° 10' 56" W, 80.18 feel with the east line of said Hobson tract to a capped iron rod marked Alliance found for comer in the south line of Lot 7R, Block 1 of Gotcher Addition, an addition to the City of Lake Dallas, Denton County, Texas according to the plat thereof recorded under Document Number 2018-218, Plat Records, Denton County, Texas;

THENCE N 89° 27' 33" E, 75.12 feel with the south line of said Loi 7R to an iron rod found for comer in the west line of that certain tract of land conveyed by deed from Carol

EXHIBIT "A"
PROPERTY DESCRIPTION AND DEPICTION

A. Davis to Winston Harper recorded under Clerk's File Number 93-0037888, Real Property Records Denton County, Texas;

THENCE S 00° 16' 30" E, 50.08 feet with said west line of said Harper tract to a capped iron rod marked Prism found for comer, said point being the southwest comer of said Harper tract;

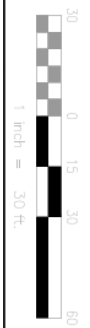
THENCE N 89° 48' 11" E, 135.22 feet with the south line of said Harper tract tract to a capped iron rod marked SUR-TEX found for comer, said point being the northwest comer of said Loll R, Block 5 of said Old Town of Garza;


THENCE S 00° 09' 28" W, 120.00 feel with the west line of said Loi 1R to the PLACE OF **BEGINNING** and containing 0.815 acres of land.

EXHIBIT "C" LANDSCAPE PLAN



| Site Data Table | |
|--------------------------------------|--------------------|
| Item | Provided |
| Proposed Magnitudes of Similar Trees | 7 - 3 Inch, 8 Feet |
| Existing Trees | 1 - |



| | | | | |
|---|------------|---|-----------|---|
|  LMM ENGINEERING 4414 TERRAVIEW DRIVE, ARLINGTON, TX, 76001 TELE: (214) 794-4436 EMAIL: Lmiano142@gmail.com | DRAWN BY: | SHEET | C2 | Tiny Home Village, Phase 2 101 Market Street, Lake Dallas, TX, 75065 |
| | SCALE: N/A | 1 OF 1 SHEETS | | |
| | DATE: | JOB: PROJECT #: 2410002 LOTS 9 & 10: BLOCK 1 Denton County | | |
| | REVISION: | | | |
| LANDSCAPE & TREE PLAN | | | | |



Tiny Home Village, Phase 2
 101 Market Street, Lake Dallas, TX, 75065

PROJECT #: 2410002
 LOTS 9 & 10: BLOCK 1
 Denton County

SHEET **C2**
 1 OF 1 SHEETS

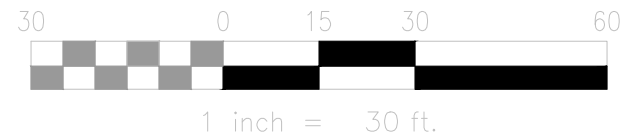
DRAWN BY:
 SCALE: N/A
 DATE:
 REVISION:

LANDSCAPE & TREE PLAN

LMM
 ENGINEERING

4414 TERRAVIEW DRIVE,
 ARLINGTON, TX, 76001
 TELE: (214) 794-4436
 EMAIL: Lmiano142@gmail.com

| Site Data Table | | | |
|-------------------------------------|----------|---------|------------|
| Item | Provided | Caliber | Min.Height |
| Proposed Magnolias or Similar Trees | 7 | 3 Inch | 8 Feet |
| Existing Trees | 1 | - | - |



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

The Lake Dallas City Council met in a Regular meeting on May 28, 2026 at 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.

1. Roll Call

| | |
|--------------------|-----------------|
| Kristy Bleau | Mayor |
| Stephen Wohr | Councilmember 1 |
| Rachel Fitzpatrick | Councilmember 2 |
| Rick Lewelling | Councilmember 3 |
| Rudy Glynn Vrba | Councilmember 4 |
| Randy Evans | Councilmember 5 |

Absent: None

Staff Present: Director of Administrative Services/City Secretary Codi Delcambre, City Attorney Courtney Morris, Chief Daniel Robb, Director of Public Works Jeremy Wilks, Administrative Assistant Cole Howell, Marisa Brewer, City Planner, and Randi Rivera, City Planner

Open Session

1. Call to Order & Determination of Quorum.

Mayor Bleau called the meeting to order at 6:00 p.m.

2. Invocation and Pledges of Allegiance

Priscilla White led the invocation and the pledges.

3. Presentation: None

4. Citizen Agenda & Public Comments:

James Bragg, of 712 Lake Dr. said that he addressed Council at the May 14, 2026 meeting regarding zoning. He said that a commercial property being located next to a home lower's that home's property value. Mr. Bragg claimed that the lack of enforcement on zoning regulations is "costing the City money." He said the City needs to start enforcing its zoning laws, and claimed that there are several locations where zoning laws and other codes aren't being enforced, citing violations such as messy yards, junk vehicles, and parking vehicles in the grass or away from paved surfaces.

Shelley Kristich, of 298 S. Lakeview Dr. stated that she used to live in a mobile home and found it "comfortable" and proved to be durable. She said that if she were able to buy a Tiny Home now, she would. Ms. Kristich said it was "wonderful" that the City of Dallas was building a Tiny Home village for disabled veterans. She then said that she was able to successfully locate the agenda for the May 14, 2026 meeting, thanks to the new website

improvements, and that she will be able to come “prepared” to Council meetings now moving forward.

Christina Watson, of 5422 Prince Dr. thanked Cole for addressing concerns she raised about agenda postings at the May 14, 2026 meeting, stating that “it was [she] who was the ‘glitch’.” She also thanked Luke for following up with her on the issue following the meeting. Ms. Watson gave a “big shoutout” to Public Works for promptly striping the intersection at Overly and Shady Shores, stating “hopefully people can read arrows better than they can read red, octagonal signs with ‘S-T-O-P’ on them.”

Ruby Benoit, of 612 Grayson Ln. addressed Council regarding observed misconduct by Councilmember Lewelling and requested his resignation and/or censure. She stated that the way he spoke to her is “unacceptable” and quoted various social media interactions in which she was allegedly referred to as ‘Mouth’ by Councilmember Lewelling. Ms. Benoit read from the adopted Code of Ethics and stated that Councilmember Lewelling should be part of the “solution.” She also claimed that Councilmember Lewelling was conducting private business from his City-issued e-mail. Ms. Benoit provided Council a packet containing screenshots of the alleged social media encounters and e-mail threads. Please see Attachment A to this packet.

5. Mayor & Council Member Announcements

- Councilmember Wohr- Thanked Councilmember Vrba for attending the annual Crawfish Boil at the VFW
- Councilmember Fitzpatrick- Congratulations to Lake Dallas Class of 2026 graduates
Thanks to Christina Watson and Jonathan Graves for attending Shore-To-Shore cleanup event
Schedule of planned cleanup events around town
- Councilmember Vrba- Discussion on zoning regulations and Code Enforcement
- Councilmember Evans- Thanked Friends of the Library for attending Council meeting
Discussion on additional funding for Library
- Mayor Bleau- Thanked Councilmember Fitzpatrick for attending Shore-To-Shore cleanup
Went with Chief Robb to meet with Jackson Ranch residents at annual HOA meeting
Thanked Officer Purser for attending funeral service for Hickory Creek K-9 Bear
Attended Memorial Day ceremony at Swisher Cemetery and flag burning hosted by VFW and American Legion
Attended Denton County Mayor’s Luncheon
Thanked Codi for working with American Legion on their renovation projects

6. City Manager’s Report: None

Planning & Development:

- 7. Conduct a Public Hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and map of the City of Lake Dallas, Texas, as heretofore amended, by changing the zoning regulations governing the use and development of 0.0815 +/- acre tract of land in the M. Wright Survey, Abstract No. 1355 from C-1 Retail District and Planned Development (PD) District with a Base Zoning of R-2 Two-Family Dwelling District, within Downtown District to Planned Development (PD) District with a Base Zoning of R-1-6000 Single Family Dwelling District and Downtown District with the inclusion of a Single-Family Dwelling District for miniature, transportable housing (Tiny House Park). (Council opened the public hearing at the May 14, 2026 meeting and continued the public hearing to the May 28, 2026 meeting).**

Motion: to continue the Public Hearing until the June 11, 2026 meeting was made by Councilmember Wohr and seconded by Councilmember Fitzpatrick.

Ayes: Councilmember Wohr, Lewelling, Fitzpatrick, Vrba and Evans.

Noes: None

Motion Passed 5-0.

Work Session:

- 8. Hold a discussion regarding Garza Days**

Council held a discussion regarding Garza Days. Council agreed to allow Arlene Aragon, Court Administrator, to replace City Secretary/Director of Administrative Services Codi Delcambre as Staff Liaison for the Garza Days planning committee.

- 9. Training Session – Mayor and Council Training over open meetings, open records and roles and duties of the Mayor and Council.**

Council received a presentation from City Attorney Courtney Morris regarding Mayor and Council Training over open meetings, open records and roles and duties of the Mayor and Council.

Motion: to table the Training Session until following the approval of the Consent Agenda was made by Councilmember Vrba and seconded by Councilmember Wohr.

Ayes: Councilmember Wohr, Fitzpatrick, Vrba and Evans.

Noes: Councilmember Lewelling

Motion Passed 4-1.

Council resumed the Training Session following approval of Items No. 10 and 11.

Consent Agenda:

- 10. Consider and act on the April 9, 2026 and April 23, 2026 City Council Minutes.**

Motion: to approve Item No. 1 of the Consent Agenda was made by Councilmember Vrba and seconded by Councilmember Wohr.

Ayes: Councilmember Wohr, Lewelling, Fitzpatrick, Vrba and Evans.

Noes: None

Motion Passed 5-0.

11. **Consider and take action on an Ordinance amending the Lake Dallas Municipal Code Zoning Ordinance and map of the City of Lake Dallas, Texas, heretofore amended, by changing the zoning regulations governing the development and use of Lot 1, Block A, Kim Addition, an addition to the City of Lake Dallas, Denton County, Texas, from C-3 Commercial District, with I-35 Business Corridor District, to Planned Development (PD) District with a base zoning of C-3 Commercial District and I-35 Business Corridor District; adopting development regulations. Also known as 631 S. Lake Dallas Drive. (The Public Hearing was held at the May 14, 2026 meeting).**

This item was pulled from the Consent Agenda at the request of Councilmember Evans.

City Planner Randi Rivera provided clarity to Council regarding a clerical error in the text of the item that was approved at the May 14, 2026 meeting, which necessitated its appearance on the Consent Agenda for the May 28, 2026 meeting.

Motion: to approve an Ordinance amending the Lake Dallas Municipal Code Zoning Ordinance and map of the City of Lake Dallas, Texas, heretofore amended, by changing the zoning regulations governing the development and use of Lot 1, Block A, Kim Addition, an addition to the City of Lake Dallas, Denton County, Texas, from C-3 Commercial District, with I-35 Business Corridor District, to Planned Development (PD) District with a base zoning of C-3 Commercial District and I-35 Business Corridor District; adopting development regulations was made by Councilmember Vrba and seconded by Councilmember Fitzpatrick.

Ayes: Councilmember Wohr, Lewelling, Fitzpatrick, Vrba and Evans.

Noes: None

Motion Passed 5-0.

12. **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.**

No Executive Session.

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

None.

Adjournment

Mayor Bleau adjourned the meeting at 8:15 p.m.

Approved:

Kristy Bleau, Mayor
Attest:

Codi Delcambre, City Secretary

Purpose of This Packet

This citizens agenda packet is being submitted to formally request the resignation and/or censure of Council Member Rick Lewelling based on repeated conduct that has negatively impacted the professionalism, integrity, and working environment of the City of Lake Dallas government.

The concerns outlined in this packet include, but are not limited to:

- ◆ **Violation of Newly Adopted Amendment Concerning Hostile and Verbal Attacks** Repeated conduct and communications alleged to violate recently adopted standards governing hostile and verbally abusive behavior.
- ◆ **Continual Attacks on Staff and Council Creating a Hostile Work Environment** Ongoing behavior directed toward city staff and fellow council members that has contributed to an increasingly hostile and disruptive work environment.
- ◆ **Misconduct and Abuse of Office** Alleged misuse of public position, city email, and public influence, including use of personal “celebrity” status and official communication channels to promote non-Lake Dallas city business for the benefit of a private racing team.

Submitted By:

Ruby Benoit
5/28/2026

City Council Meeting Agenda Packet - August 14, 2025

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.

1. The City Council will convene into executive session pursuant to Texas Government Code

Page 2 of 94

551.074(2) Personnel Matters, to hear a complaint filed by Rachel Fitzpatrick (Place 2) against Rick Lewelling (Place 3)

CITY OF LAKE DALLAS, TEXAS
ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING THE CODE OF ORDINANCES OF LAKE DALLAS BY AMENDING CHAPTER 2 TITLED "ADMINISTRATION" BY AMENDING ARTICLE VII TITLED "CODE OF ETHICS" BY AMENDING SECTION 2-304 TITLED "DEFINITIONS" TO ADD A DEFINITION FOR "HOSTILE WORK ENVIRONMENT"; AMENDING SECTION 2-306 TITLED "ADDITIONAL STANDARDS" TO INCLUDE ADDITIONAL RULES OF DECORUM FOR MEMBERS OF THE CITY COUNCIL AND BOARDS AND COMMISSIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public's interest to amend the Code of Ethics to include additional rules of decorum for members of the City Council and the City's boards and commissions; and

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

SECTION 1. That the Code of Ordinances of the City of Lake Dallas be amended by amending Chapter 2 titled "Administration" by amending Article VII titled "Code of Ethics" by amending Section 2-306 titled "Additional Standards," to read as follows:

CHAPTER 2 ADMINISTRATION

...

ARTICLE VII. CODE OF ETHICS

...

Sec. 2-304. - Definitions.

...

Gift means anything of value, regardless of form, offered or given in the absence of adequate and lawful consideration. It does not include the receipt or acceptance of campaign contributions which are regulated by federal, state and/or local laws or ordinances.

Hostile Work Environment means a workplace where unwelcome conduct becomes so severe, pervasive, enduring, or frequent that it creates an intimidating, abusive, or offensive atmosphere, significantly disrupting work and is characterized by persistent harassment, bullying, discrimination, or threats, making it difficult for a reasonable person to do their job, and such

behavior is unwelcome and linked to a protected characteristic. Determinations of a hostile work environment and/or harassment shall be based on standards promulgated by the U.S. Equal Employment Opportunity Commission (EEOC).

...

Sec. 2-306. – Additional standards.

...

- (d) Members of the City Council and the City's boards and commissions shall demonstrate respect and courtesy to each other, to City Staff members, and members of the public that appear before them.
- (e) Members of the City Council and the City's boards and commissions shall refrain from rude, personal, threatening, abusive, and disparaging remarks to each other, and members of the City Council and the City's boards and commissions shall not belittle other members, City Staff members, or members of the public.
- (f) Neither City Council members nor members of the City's boards and commissions shall create a hostile work environment towards other members or City employees by verbal, written, or physical presence which disrupts their working environment, including off-site City sponsored events.

SECTION 2. That all provisions of the ordinances of the City of Lake Dallas in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Lake Dallas not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 4. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the ordinances of the City of Lake Dallas, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 5. That this Ordinance shall become effective from and after its passage and the publication of the caption, as the law and charter in such cases provide.

PASSED AND APPROVED this 22 day of Jan 2026.

Kristy Bleau
Kristy Bleau, Mayor

ATTEST:

Codi Delcambre
Codi Delcambre, City Secretary
(10-17-2025; 4926-8073-3560, v. 1)

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.
Joseph J. Gorfida, Jr., City Attorney
(11-07-2025; 4926-8073-3560, v. 1)





Rick Lewelling · 22h · Top contributor

Hence why 2 council members are in favor of terminating the city manager. Two of the other members didn't have to run or win an election. Got in by default. They want to ride the hey look at me train, along with the mayor who was not elected either, turned in her application at the last minute when the former mayor discreetly told her she was not going to seek reelection, then announced on Facebook to the public after it was too late for anyone else to run. Now the mayor thinks she's some kind of celebrity and a food critic.

Reply



Ruby Benoit · Just now

Rick Lewelling you wanted to spend money for an "election" when all candidates ran unopposed???? Are you really this ignorant and fiscally irresponsible????

Reply





Rick Lewelling Lake Dallas City Council ...

Jul 30, 2025 · 🌐

Our former mayor posted publicly on February 16, 2025 that she would not run for another term. This was just two days after the cutoff for anyone who wanted to run for mayor to turn in an application. Some how our current mayor knew to turn in her application on or before February 14, 2025 and that the seat would be vacant and she could run unopposed. Our current mayor has unfriended me on Facebook. Did I mention my feelings are not hurt?



Rick Lewelling · 31m · 🏆 Top contributor

Ruby, does that make you feel better to call people names behind a keyboard? When the quality of candidates unopposed is what we are seeing now? Bet your smart ass we need an election. Are you that ignorant?????

Bring it on mouth!!!!

Reply



Ruby Benoit · 9m

Rick Lewelling oh honey. I didn't call you a name. But I can see why your feelings are hurt: It's hard facing facts.

Reply



Rick Lewelling · 4m · 🏆 Top contributor

When you want to show up to more than one council meeting a year, then you can question my actions. Facts are you are clueless, but do what makes you feel good about yourself.

Reply



Ruby Benoit · Just now

Rick Lewelling I'm questioning the comment you made here ... You want to spend money... OUR tax dollars.... On an unopposed election. That is not fiscally sound.

Reply





What's Happening Lake Cities and ...



Rick Lewelling · 9h · 🌐

No plan of action. No accountability. LD just continues to pass the buck.



Replies to your comment on [Rick Lewelling's post](#)



Ruby Benoit · 43m

Excuse me. Aren't you on the City Council? Wouldn't that make you part of the problem? You seem to complain a lot about a City you represent. When you are on the dias you have nothing to say. Zero input. But you have plenty of negativity once you get behind your keyboard. **Maybe it's time for you to step down since you have no real solutions.**

Reply



4



Ruby Benoit · 3m

Rick Lewelling **I got the screenshot. Too late.** Do you always call your constituents names? Are you seriously this unprofessional? Lake Dallas has got to do better.

Reply



11:18

33:25



Posts



Rick Lewelling · 8m · Author

You talk a mean talk. **Go back and play in the street where you came from. Mouth!!!!**

The council has no daily administrative duties, but you wouldn't know that either. Keep trying.

Reply



Ruby Benoit · Just now



Rick Lewelling do you always call your constituents names? Are you seriously this unprofessional? Lake Dallas has got to do better.

Failed to post



Ruby Benoit · 1h

Rick Lewelling you seem to misunderstand the point of being on Lake Dallas city council. You're supposed to be part of the solution, not the problem, but you keep wanting to separate yourself. I also noticed you like to promote other cities businesses on your city council Facebook page. Shouldn't it be lake Dallas businesses? Why are you promoting other cities?


Reply



Rick Lewelling · 1h · Author


I don't need to explain myself to you, when you decide to attend meetings, or run for council, you can tell me exactly how I should do my job. I have better things to do than argue with someone who an uneducated opinion.

 Rick Lewelling Lake Dallas City Council Place 3


 Not yet rated (0 Reviews)

 Lake Dallas, TX

Contact info

 (214) 632-0271



 rlewelling@lakedallas.net

 Rick Lewelling Lake Dallas City Council Place 3

Photos

[See all photos](#)





 Rick Lewelling Lake Dallas City Council Place 3
40m · 

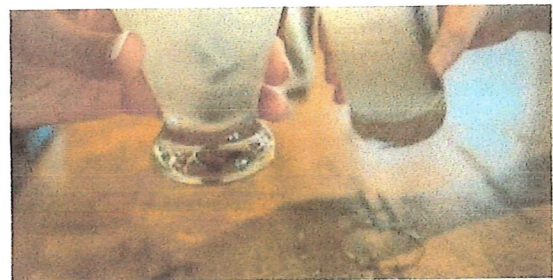



 Elm Fork Taphouse and Kitchen



 Elm Fork Taphouse and Kitchen
April 8 · 

Big moments deserve the perfect setting. From celebrations to special gatherings, Elm Fork Catering makes it easy. Reserve our private room and let's make it happen—(94... [See more](#)



 Elm Fork Taphouse and Kitchen
May 5 at 11:02 AM · 

Cinco De Mayo is better with friends and margaritas! Come see us and celebrate!... [See more](#)



 Elm Fork Taphouse and Kitchen
April 18 · 

Craving something delicious? Our Chicken Fried Chicken lunch special is calling your name! Come see us and treat yourself to a delicious meal! ... [See more](#)




 Elm Fork Taphouse and Kitchen
March 31 · 

This Easter, skip the stress and come celebrate with us. Our Mesquite Smoked Prime Rib will be served from 12PM to 9PM (while supplies last), giving you more time to re... [See more](#)




 Elm Fork Taphouse and Kitchen
April 13 · 

When the food's this good, one visit just doesn't cut it.... [See more](#)


 Rick Lewelling Lake Dallas City Council Place 3
April 12 · 🌐

 Clean & Green Car Wash
March 11 · 🌐

Dirty car getting you down?
Get that fresh, just-washed look without breaking the bank! ... See more

 Rick Lewelling Lake Dallas City Council Place 3
April 4 · 🌐

Anyone want a FREE car wash???

 Clean & Green Car Wash
March 11 · 🌐

Tired of driving around in a car that looks like it hasn't seen soap in weeks?...
See more


 Rick Lewelling Lake Dallas City Council Place 3
October 23, 2025 · 🌐

 Clean & Green Car Wash
October 7, 2025 · 🌐

Dirty car getting you down?
Get that fresh, just-washed look without breaking the bank! ... See more



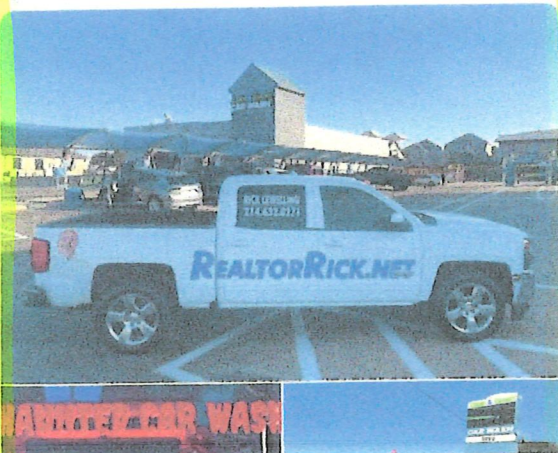
 Rick Lewelling Lake Dallas City Council Place 3
October 15, 2025 · 🌐

 Clean & Green Car Wash
October 7, 2025 · 🌐

Dirty car getting you down?
Get that fresh, just-washed look without breaking the bank! ... See more



 Rick Lewelling Lake Dallas City Council Place 3
October 24, 2025 · 🌐





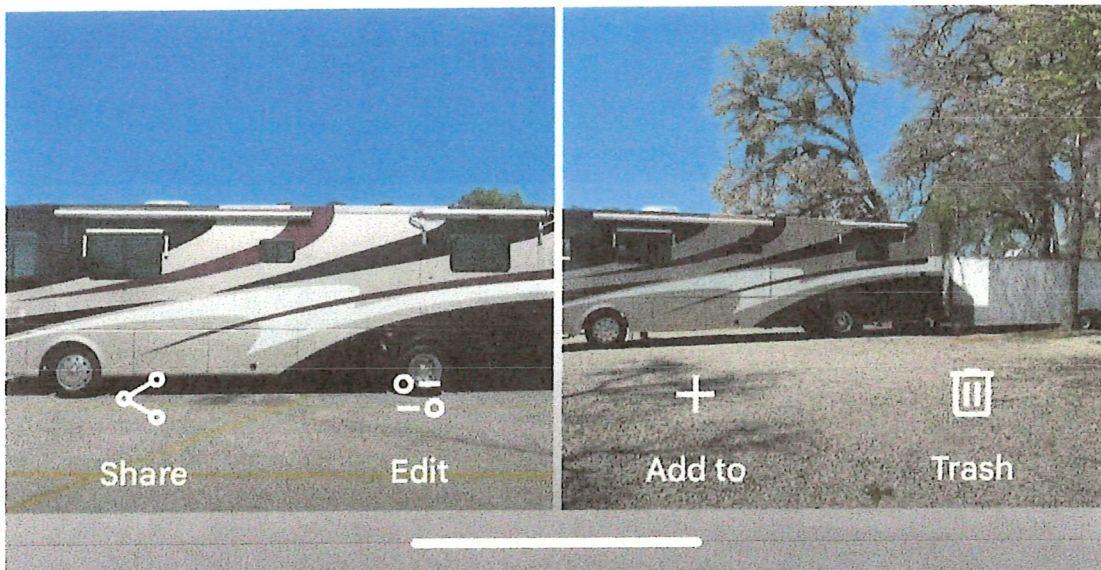
Midnight Special Racing Team



Apr 7 · 🌐

Attention marketing partners and sponsors!!
Our hospitality coach is ready for the 2026 race season! When you attend races now, you can relax inside and enjoy soft drinks, bottled water, sport drinks, adult beverages, and light snacks all day long. We will be preparing lunch and dinner depending on race times as well! Let us know if you have any special request. We kick off the season April 25-26th at The Texas Motorplex in Ennis! We're excited to get started and can't wait to see you there!!!
New sponsor and marketing inquires can be submitted to: Rick@motorsportsinsurance.net

Markco Machine Works [CleanBoost King Bros Boat Storage The Battery Company Air Now Heating and Air Conditioning, LLC](#) [Clean & Green Car Wash](#) [RealtorRick.net](#) [MotorsportsInsurance.net](#) [Elm Fork Taphouse and Kitchen](#) [DMP Awnings Texas Chow Chandler Cabinets 4.0](#) JD Signs & Design MCO Construction Conway Automotive [Best of Texas Barbeque Sauce](#)



ADVANCED SEARCH



Search Criteria 3 Active Criteria(s)

Show or Edit Criteria

Back to Search Result

Re: Whelen Thank You!

10 y

Account : rlewelling@lakedallas.com
From : Rick Lewelling, <rlewelling@lakedallas.com>
To : myoung@whelen.com
Receipt Date : 31 Mar 2025 11:05
Archive ID : 0D4941E52B72E01ECCF0133CC63D74D9
Folder : Sent Items
Tags : + Add New Tag

Awesome! Will you be attending the race in Texas, In May?

Get Outlook for IOS

From: Michael Young <myoung@whelen.com>
Sent: Monday, March 31, 2025 10:46:31 AM
To: Rick Lewelling <rlewelling@lakedallas.com>
Subject: RE: Whelen Thank You!

Notice: This is an external email from outside your organization. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

I did thank you Rick!

It's a big ask, but when the timing is right, I'll certainly put it in front of the right people. Enjoy your week!



Michael Young
Central Regional Sales Manager
Whelen Engineering Company, Inc.

myoung@whelen.com
317-361-9343

www.whelen.com

51
Winthrop Road, Chester, CT 06412



IMPORTANT: The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email by mistake, please notify the sender immediately and do not disclose the contents to anyone or make copies thereof.

From: Rick Lewelling <rlewelling@lakedallas.com>



Sent: Sunday, March 30, 2025 9:54 AM



To: Michael Young <myoung@whelen.com>



Subject: Re: Whelen Thank You!



External Sender - This email originated from outside the Whelen organization.



Did you get my e/mail with my racing info contact?

Get

[Outlook for iOS](#)

From: Michael Young <myoung@whelen.com>

Sent: Tuesday, March 4, 2025 8:30:42 AM

To: Rick Lewelling <rlewelling@lakedallas.com>

Subject: RE: Whelen Thank You!

Notice: This is an external email from outside your organization. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Thanks again Rick,

Keep an eye on your mailbox and enjoy your week and race season!

Michael



Michael Young
Central Regional Sales Manager
Whelen Engineering Company, Inc.
C: 317.361.9343

From: Rick Lewelling <rlewelling@lakedallas.com>

Sent: Tuesday, March 4, 2025 8:54 AM

To: Michael Young <myoung@whelen.com>

Subject: Re: Whelen Thank You!

External Sender - This email originated from outside the Whelen organization.

Hey Michael,

Always glad to help. I have been racing myself as well for years and know exactly how exciting it can be for fans whether it is

516 Clancy Lane

Lake Dallas TX 75065

3XL shirt size

Get
[Outlook for iOS](#)

From: Michael Young <myoung@whelen.com>

Sent: Tuesday, March 4, 2025 7:29:43 AM

To: Rick Lewelling <rlwelling@lakedallas.com>

Subject: Whelen Thank You!

Notice: This is an external email from outside your organization. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Rick,

I want to give you a big THANK YOU for being of such great service to our team and partners over the weekend. For some of them, it was the first time at the track, and an experience they'll never forget. You gave us icing on the cake. Thank you again.

Could you provide your home address and shirt size, I'll work to get a thank you your way.

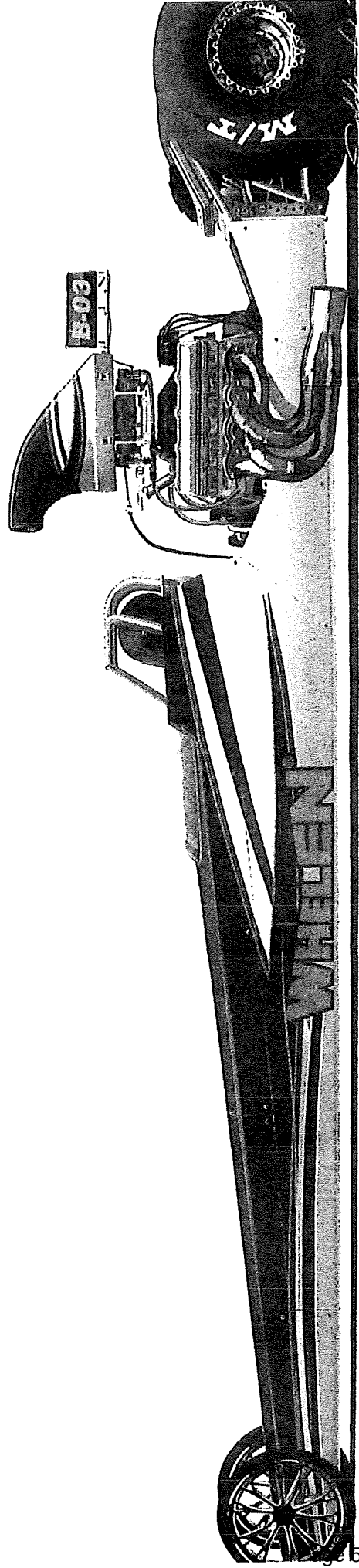
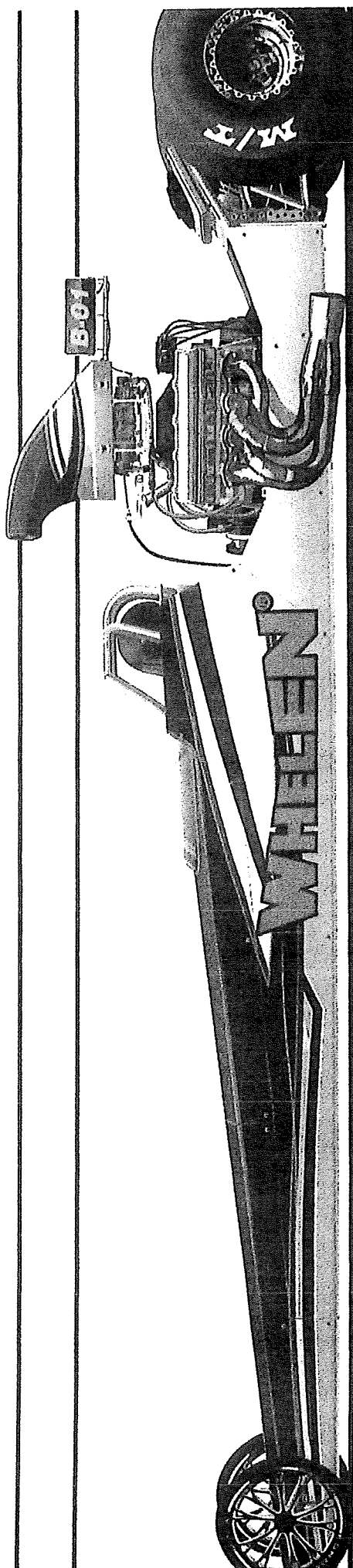
Best,

Michael



Michael Young
Central Regional Sales Manager
Whelen Engineering Company, Inc.
C: 317.361.9343

©2026 Pax8, Inc.



WHEEN

WHEEN

WHEEN



City Council
Agenda Memo

Prepared By: Daniel Robb, Police
Chief

June 25, 2026

Consider and Act on a Resolution authorizing an Interlocal Agreement with Denton County for public safety radio communications system; authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

Description:

Consider and Act on a Resolution authorizing an Interlocal Agreement with Denton County for public safety radio communications system; authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

Background Information:

In 2017, the Lake Dallas Police Department closed its police communications center and contracted radio communications system with the Denton County Sheriff's Office (DSCO). This agreement enabled the police department to program the police department radio system to match that of the DSCO and other agencies within Denton County as well as creating a significant cost savings to the city.

Financial Consideration:

The cost for use of the DCSO radio communications system for Lake Dallas for FY 2026-27 is \$2940.00.

Recommended Motions:

I move to approve/deny as presented a Resolution authorizing an Interlocal Agreement with Denton County for public safety radio communications system.

Attachments:

1. LD Res Approving FY 26-27 Denton County ILA for Radio System
2. 2026-27 Lake Dallas PD Consolidated Radio Communications Contract with Exhibit

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 2026-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND SIGN AN INTERLOCAL AGREEMENT WITH DENTON COUNTY FOR USE OF DENTON COUNTY RADIO COMMUNICATIONS SYSTEM FOR FY 2026-2027; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Dallas is a party to an interlocal agreement with Denton County relating to the use of the Denton County Radio Communications System (the “ILA”); and

WHEREAS, the City Manager recommends that the ILA be renewed and extended; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in public interest to concur in the foregoing recommendation.

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 an Interlocal Agreement with the use of the Denton County Radio Communications System for Fiscal Year 2026-2027 with City Attorney approval as to form and is further authorized to execute all additional documents related thereto on behalf of the City of Lake Dallas.

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

PASSED AND APPROVED this the 25th day of June 2026.

Kristy Bleau, Mayor

ATTEST:

Codi Delcambre, TRMC, MMC
Director of Administrative Services/ City Secretary

APPROVED AS TO FORM:

Courtney Morris, City Attorney

**INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND
THE CITY OF LAKE DALLAS FOR THE USE OF THE DENTON COUNTY RADIO
COMMUNICATIONS SYSTEM**

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the City of Lake Dallas, Texas, a home-rule municipality, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User city (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Lake Dallas wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Lake Dallas and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“*Assignee*” means the City employee assigned to a specific Subscriber Unit.

“*Communications System*” or “*System*” means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“*Coordinating Committee*” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“*Infrastructure Management Committee*” means the committee that is responsible for the administration and operation of the Communications System.

“*Subscriber Units*” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“*Talk Group*” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“*Technical Committee*” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“*User*” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October 2026, and ending on the 30th day of September 2027. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.

OBLIGATIONS OF CITY OF LAKE DALLAS

3.1 Lake Dallas shall use the System in accordance with this Agreement to provide integration of communications by Lake Dallas between its Users on the System for governmental operations.

3.2 When using the System, Lake Dallas shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Lake Dallas uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Lake Dallas will also abide by the User rules of those Talk Groups.

3.3 Lake Dallas must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Lake Dallas is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Lake Dallas is responsible for all programming of City-owned Subscriber Units.

3.5 Lake Dallas shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Lake Dallas, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Lake Dallas shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of

the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Lake Dallas to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Lake Dallas. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Lake Dallas Talk Groups nor make changes to the Lake Dallas radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
- (3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A** which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Lake Dallas before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1st of each year. This amount is subject to change when the City adds or deletes the number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the City's deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the City add Subscriber Units or Talk Groups to the Service within a Term, the City agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The City shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the City the pro-rated amount of the fees previously paid by the City for the use of the System for the then current fiscal year.

VIII.

RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT

THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. Lake Dallas also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Lake Dallas and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Lake Dallas. This Agreement may be amended only by written instrument signed by Denton County and Lake Dallas.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

| | | |
|---------|---|---|
| County: | 1 | Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201 |
| | 2 | Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205 |
| | 3 | Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205 |

| | |
|------------------|--|
| Name of Agency: | Lake Dallas Police Department |
| Contact Person | Luke Olson, City Manager |
| Address | 212 Main St. |
| City, State, Zip | Lake Dallas, TX 75065 |
| Telephone | 940-497-2226 x101 |
| Email | finance@lakedallas.com |

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE CITY OF LAKE DALLAS, TEXAS:

BY:

_____ Date: _____
Kristy Bleau
Lake Dallas Mayor
212 Main St.
Lake Dallas, TX 75065
940-497-2226

Approved as to content:

Daniel Robb, Chief of Police

Approved as to form:

Attorney for Agency

APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON COUNTY, TEXAS:

BY:

_____ Date: _____
Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A

**Denton County Sheriff's Office
Consolidated Radio Communications System Agreement**

FY26-27 Agency Payment Invoice

Agency: Lake Dallas Police Department
Payment Contact Person(s): Luke Olson, City Manager
Phone Number: 940-497-2226 x101
Email(s): finance@lakedallas.com
Address: 212 Main Street
City, State, Zip: Lake Dallas, TX 75065

AGENCY SHOULD INCLUDE A COPY OF THIS INVOICE WITH PAYMENT REMITTED

| | |
|--|--|
| Make checks payable to: | Denton County |
| Mail Payments to: | 1 Courthouse Drive Suite 1400 Denton, TX 76208 |
| **PLEASE NOTE THE ADDRESS CHANGE FROM PREVIOUS INVOICES** | |
| For questions regarding payment: | (940) 349-3150 treasurer@dentoncounty.gov |

| |
|---|
| <u>Tier 3</u> |
| Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$7 each per month |

| Department / Radio Number / Cost | | |
|---------------------------------------|-----------|-----------------|
| Police 35 | \$ | 2,940.00 |
| Total Amount Due for FY26-27 = | \$ | 2,940.00 |

Please sign and date below.

Signature of Agency Representative Title Date



City Council
Agenda Memo

Prepared By: Daniel Robb, Police
Chief

June 25, 2026

Consider and Act on a Resolution authorizing an Interlocal Agreement with Denton County for public safety communications services; authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

Description:

Consider and Act on a Resolution authorizing an Interlocal Agreement with Denton County for public safety communications services; authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

Background Information:

In 2017, the Lake Dallas Police Department discontinued operation of its in-house communications center and entered into an agreement with the Denton County Sheriff's Department for dispatch and communications services. Through this partnership, the Police Department gained access to the Denton County Sheriff's Communications Division, including Computer-Aided Dispatch (CAD) services and related communications infrastructure.

The agreement has provided several benefits to the City, including enhanced interoperability with surrounding law enforcement agencies, access to advanced dispatch technology and resources, and significant cost savings compared to maintaining a standalone communications center. Since implementation, the arrangement has enabled the Police Department to continue providing efficient and reliable emergency dispatch services while reducing operational and personnel costs associated with operating a municipal communications center.

Financial Consideration:

The cost for communications services is spread out amongst subscribing agencies based on percentage of workload. The total cost for Lake Dallas for FY 2026-2027 is \$40,884.62.

Recommended Motions:

I move to approve/deny a Resolution authorizing an Interlocal Agreement with Denton County for public safety communications services; authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

Attachments:

1. LD Res Approving FY 26-27 Denton County ILA for Radio System
2. 2026-27 Lake Dallas PD Consolidated Radio Communications Contract with Exhibit

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 2026-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND SIGN AN INTERLOCAL AGREEMENT WITH DENTON COUNTY FOR USE OF DENTON COUNTY RADIO COMMUNICATIONS SYSTEM FOR FY 2026-2027; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Dallas is a party to an interlocal agreement with Denton County relating to the use of the Denton County Radio Communications System (the “ILA”); and

WHEREAS, the City Manager recommends that the ILA be renewed and extended; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in public interest to concur in the foregoing recommendation.

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 an Interlocal Agreement with the use of the Denton County Radio Communications System for Fiscal Year 2026-2027 with City Attorney approval as to form and is further authorized to execute all additional documents related thereto on behalf of the City of Lake Dallas.

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

PASSED AND APPROVED this the 25th day of June 2026.

Kristy Bleau, Mayor

ATTEST:

Codi Delcambre, TRMC, MMC
Director of Administrative Services/ City Secretary

APPROVED AS TO FORM:

Courtney Morris, City Attorney

**INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND
THE CITY OF LAKE DALLAS FOR THE USE OF THE DENTON COUNTY RADIO
COMMUNICATIONS SYSTEM**

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the City of Lake Dallas, Texas, a home-rule municipality, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User city (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Lake Dallas wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Lake Dallas and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“*Assignee*” means the City employee assigned to a specific Subscriber Unit.

“*Communications System*” or “*System*” means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“*Coordinating Committee*” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“*Infrastructure Management Committee*” means the committee that is responsible for the administration and operation of the Communications System.

“*Subscriber Units*” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“*Talk Group*” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“*Technical Committee*” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“*User*” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October 2026, and ending on the 30th day of September 2027. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.

OBLIGATIONS OF CITY OF LAKE DALLAS

3.1 Lake Dallas shall use the System in accordance with this Agreement to provide integration of communications by Lake Dallas between its Users on the System for governmental operations.

3.2 When using the System, Lake Dallas shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Lake Dallas uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Lake Dallas will also abide by the User rules of those Talk Groups.

3.3 Lake Dallas must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Lake Dallas is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Lake Dallas is responsible for all programming of City-owned Subscriber Units.

3.5 Lake Dallas shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Lake Dallas, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Lake Dallas shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of

the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Lake Dallas to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Lake Dallas. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Lake Dallas Talk Groups nor make changes to the Lake Dallas radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
- (3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A** which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Lake Dallas before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1st of each year. This amount is subject to change when the City adds or deletes the number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the City's deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the City add Subscriber Units or Talk Groups to the Service within a Term, the City agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The City shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the City the pro-rated amount of the fees previously paid by the City for the use of the System for the then current fiscal year.

VIII.

RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT

THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. Lake Dallas also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Lake Dallas and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Lake Dallas. This Agreement may be amended only by written instrument signed by Denton County and Lake Dallas.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

| | | |
|---------|---|---|
| County: | 1 | Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201 |
| | 2 | Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205 |
| | 3 | Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205 |

| | |
|------------------|--|
| Name of Agency: | Lake Dallas Police Department |
| Contact Person | Luke Olson, City Manager |
| Address | 212 Main St. |
| City, State, Zip | Lake Dallas, TX 75065 |
| Telephone | 940-497-2226 x101 |
| Email | finance@lakedallas.com |

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE CITY OF LAKE DALLAS, TEXAS:

BY:

_____ Date: _____
Kristy Bleau
Lake Dallas Mayor
212 Main St.
Lake Dallas, TX 75065
940-497-2226

Approved as to content:

Daniel Robb, Chief of Police

Approved as to form:

Attorney for Agency

APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON COUNTY, TEXAS:

BY:

_____ Date: _____
Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A

**Denton County Sheriff's Office
Consolidated Radio Communications System Agreement**

FY26-27 Agency Payment Invoice

Agency: Lake Dallas Police Department
Payment Contact Person(s): Luke Olson, City Manager
Phone Number: 940-497-2226 x101
Email(s): finance@lakedallas.com
Address: 212 Main Street
City, State, Zip: Lake Dallas, TX 75065

AGENCY SHOULD INCLUDE A COPY OF THIS INVOICE WITH PAYMENT REMITTED

| | |
|--|--|
| Make checks payable to: | Denton County |
| Mail Payments to: | 1 Courthouse Drive Suite 1400 Denton, TX 76208 |
| **PLEASE NOTE THE ADDRESS CHANGE FROM PREVIOUS INVOICES** | |
| For questions regarding payment: | (940) 349-3150 treasurer@dentoncounty.gov |

Tier 3
Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$7 each per month

| Department / Radio Number / Cost | | |
|---------------------------------------|----|--------------------|
| Police 35 | \$ | 2,940.00 |
| Total Amount Due for FY26-27 = | | \$ 2,940.00 |

Please sign and date below.

Signature of Agency Representative Title Date