



**SHADY SHORES TOWN COUNCIL
SPECIAL CALLED SESSION
JUNE 1, 2021; 7:00 PM
VIRTUAL/PHYSICAL MEETING/PHYSICAL
101 S.SHADY SHORES ROAD
SHADY SHORES, TX 76208**

In response to the coronavirus pandemic, effective March 16, 2020, Texas Governor Abbott suspended certain Open Meeting rules to allow meetings of government bodies that are accessible to the public to decrease large groups of people from assembling. The suspension temporarily removes the requirement that government officials and members of the public be physically present at a meeting location.

TO VIEW THE MEETING LIVE
<https://shadyshorestx.civicclerk.com/>

MEETING LOG IN DIRECTIONS

1. Join Zoom Meeting

<https://us02web.zoom.us/j/82341231423?pwd=TnJacElzUDh5ZGRiR2ZrRmxKZUJnUT09>

Meeting ID: 823 4123 1423

Passcode: 937874

One tap mobile

+13462487799,,82341231423#,,,937874# US (Houston)

+12532158782,,82341231423#,,,937874# US (Tacoma)

CALL TO ORDER

ROLL CALL

Establish a quorum.

**PLEDGE ALLEGIANCE TO THE UNITED STATES FLAG AND THE TEXAS FLAG. (HONOR THE TEXAS FLAG; I
PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE.)**

CITIZENS COMMENTS

This is your opportunity to comment on an item on the agenda, or any other relevant topic. If the item on the agenda you wish to comment on is set for a public hearing, please give your remarks on that item when the public hearing is opened. Speakers will be limited to three (3) minutes.

REGULAR AGENDA ITEMS

2. Oath of Office- Deliver the Oath of Office to the newly elected City Officials (Mayor, Councilmember Place 2, Councilmember Place 3)

3. Election of Mayor Pro Tem- Consider and act on the election of a Mayor Pro Tem.

4. Public Hearing- Conduct a public hearing relative to a request for a Planned Development/Development agreement for the property legally known as 30 acres in the J. Bullard Survey, A-1566, Track 6A (204 Dobbs). The applicant is requesting a change from R-1800 zoning ½ acre to a Planned Development for single family use.

A) Staff Presentation/Open Public Hearing

B) Applicant

C) Those In Favor

D) Those Opposed

E) Rebuttal, if desired

C) Close Public Hearing

5. Action Regarding Public Hearing (Dobbs Road) - Consider and act on approval of the Zoning Change Request made by ECM developers.

6. Interlocal Agreement- Consider and act on approval of an Interlocal Agreement with Marketplace LLC.

7. Budget Worksession- Conduct a worksession relative to the 2021-2022 Fiscal Year Budget.

a) Roads and Capital Improvements

b) Personnel

c) Building Maintenance

d) Emergency Preparedness

EXECUTIVE SESSION:

Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated, The Town Council may hold a closed meeting.

FUTURE AGENDA ITEMS AND STAFF DIRECTION

ADJOURN

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

I, Cindy Aughinbaugh, Mayor of the Town of Shady Shores do hereby certify that the above notice of the Regular Town Council Meeting was posted on the bulletin board at the Community Center, 101 S. Shady Shores Road, Shady Shores, Texas on _____ Day of _____ 2021, at _____ .M.

Cindy Aughinbaugh, Mayor



AGENDA MEMORANDUM

DATE: June 1, 2021
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: Oath of Office- Deliver the Oath of Office to the newly elected City Officials (Mayor, Councilmember Place 2, Councilmember Place 3)

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: June 1, 2021
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: Election of Mayor Pro Tem- Consider and act on the election of a Mayor Pro Tem.

BACKGROUND/INFORMATION:

Sec. 22.037. MAYOR AS PRESIDING OFFICER; PRESIDENT PRO TEMPORE. (a) The mayor shall preside at all meetings of the governing body of the municipality and, except in elections, may vote only if there is a tie.

(b) At each new governing body's first meeting or as soon as practicable, the governing body shall elect one alderman to serve as president pro tempore for a term of one year.

(c) If the mayor fails, is unable, or refuses to act, the president pro tempore shall perform the mayor's duties and is entitled to receive the fees and compensation prescribed for the mayor.

(d) If the mayor and the president pro tempore are absent, any alderman may be appointed to preside at the meeting.

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

Tom Newell has been serving as the Mayor Pro Tem and has indicated that he is willing to continue serving should he be elected.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: June 1, 2021
TO: Planning and Zoning Commission
FROM: Wendy Withers, Town Administrator

Public Hearing- Conduct a public hearing relative to a request for a Planned Development/Development agreement for the property legally known as 30 acres in the J. Bullard Survey, A-1566, Track 6A (204 Dobbs). The applicant is requesting a change from R-1800 zoning ½ acre to a Planned Development for single family use.

SUBJECT: A) Staff Presentation/Open Public Hearing
B) Applicant
C) Those In Favor
D) Those Opposed
E) Rebuttal, if desired
C) Close Public Hearing

BACKGROUND/INFORMATION:

Conduct a public hearing relative to a request for a zoning change from R-1800/2000 to a Planned Development for single family residential.

The applicant is proposing 75, single family residential lots with lot sizes ranging from 8400 square feet to 25,000 square feet. The proposed minimum structure size is 2,200 living area and a two car garage. The proposed development also proposes a two-acre open space with a playground, walking trail and pond.

The development will include appropriate screening, fencing sidewalks and landscaping. Planning and Zoning recommended approval of the PD (Planned Development) with the following recommendations:

- a) **The Developer was asked to consider placing the 1/2 acre lots along the east side of the development.**
- b) **The Developer was asked to change item 11 on Exhibit B to state that porches may encroach up to 5' within the 20' front building setback line. (removing the word Garage)**
- c) **The Developer may wish to consider discussing fencing with the adjacent neighbors.**

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

Planning and Zoning has recommended approval.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. 2021.04.26 - SHADY SHORES - Rezoning Request Letter
2. 2021.04.30- SHADY SHORES - Planned Development Exhibit B
3. 2021.04.01 - SHADY SHORES - Lakeshore Bluffs PD Landscape Plans Details and Elevations
4. SHADY SHORES CITY COUNCIL JUNE 1 - LAKESHORE BLUFFS UPDATED SITE PLAN
5. PZ Minutes 05.20.2021
6. 05.21.2021 Exhibit A

REVIEWED BY:



April 26, 2021

Town of Shady Shores
Planning and Zoning Commission
101 S. Shady Shores Road
Shady Shores, TX 76208

Dear Planning and Zoning Commissioners:

ECM Development, LLC is currently under contract on a thirty acre parcel of land located at 204 Dobbs Road defined by the J. Bullard Survey A-1566. ECM Development respectfully requests rezoning the parcel of land from R-1800-1/2 to a Planned Development for residential single family uses. Utilizing the planned development process allows us as developers to create a unique neighborhood with curvilinear roads and a variety of lot sizes. The development will consist of 75 residential lots ranging from 8,400 sq. ft. to more than 25,000 sq. ft. The homes, to be built by David Weekley Homes, are required to have a minimum of 2,200 sq. feet of living space and provide a minimum two car garage. In addition, a two-acre open space shall be established to include the following passive amenities: playground, four-foot walking trails and pond. Appropriate screening, fencing, sidewalks and landscaping will be built per the Planned Development design and maintained by community Home Owners Association. Our complete, drafted Planned Development requirements and details are outlined in "EXHIBIT "B," attached.

At ECM Development, our guiding philosophy is to design and construct high-quality communities that create value, provide homes for a diverse population, and exceed every expectation of project stakeholders. We appreciate the opportunity to work with Town of Shady Shores elected officials, staff administrators, and neighbors to produce a beautiful community that is attractive to residents and supports the values of Shady Shores.

Sincerely,

A handwritten signature in black ink, appearing to read "TJM", written over a blue horizontal line.

T.J. Moore
President/Owner
ECM Development, LLC

SHADY SHORES PD 21 – 01

EXHIBIT “B”

1. The zoning of this site is Planned Development for a Residential Single Family uses, with a Development Plan, in accordance with an attached Development Plan.
2. The site is defined as 30 acres in the J. Bullard Survey A-1566.
3. Use and development of the property shall be in substantial compliance with the attached Development Plan.
4. A total of 75 residential lots are to be developed along with five open space (X) lots.
5. Minimum lot areas shall be 8,400 square feet.
6. Minimum lot width shall be 70 feet.
7. Minimum lot depth shall be 120 feet.
8. 75% of lots shall have a minimum lot area of 10,000 square feet.
9. Home setbacks will comply with the following:
 - a. Front Yards: no less than 20 feet measured from front property line
 - b. Rear Yards: no less than 20 feet measured from back property line
 - c. Side Yards: no less than 5 feet from side property line
 - d. Corner Lots: side yard shall not be less than 10 feet

Home Design

10. Homes shall have a minimum of 8:12 roof pitch on the front elevation and a minimum of 6:12 roof pitch on the sides and rear elevations.
11. Garages and porches may encroach up to 5 feet within the 20 front building setback line.
12. All front entry garages to included decorative faux wood garage doors.
13. All homes shall be 100% masonry front elevations. Cementitious fiberboard will be limited to second floor side and rear elevations, exterior of chimneys, dormers, window box-outs, bay windows that do not extend to the foundation, or any other exterior wall that does not bear on the foundation.
14. The homes will be a minimum of 2,200 square feet of conditioned living space.

15. Each home will provide a minimum two-car garage.
16. A minimum of five home floor plans shall be used.

Amenities

17. A minimum 2-acre open space shall be established with this planned development and include the following amenities:
 - a. Playground
 - b. 4' Walking Trails
 - c. Pond
18. A maximum of six decorative mailbox clusters shall be provided throughout the community.

Screening and Fencing

19. Fencing along Dobbs Road shall be a six-foot-tall masonry fence.
20. Entry features shall be included with the installation of masonry entry signs with planting beds on Dobbs Road.
21. The privacy fence material for each home shall be six-foot-tall, stained cedar with metal posts along the western boundary.
22. The rear fence line along the northern and eastern boundary shall be six-foot-tall decorative ornamental iron/metal fence.
23. All side yard fencing shall be six-foot-tall, stained cedar with metal posts except the two lots that abutting the open space with pond Lot 17 and Lot 18 shall be decorative ornamental iron/metal materials.

Landscaping

24. The minimum 30-foot-wide landscape setback along Dobbs Road shall provide for 24 four-inch caliper trees.
25. Five-foot sidewalk along with one street tree per lot will be provided throughout internal streets.
26. Common Open Space areas shall be maintained per approved plans by established HOA.
27. Approved landscape plan must be maintained to the design as approved with replacement of dead material required or improved upon as alternative equivalent compliance. The irrigation system and routine trimming of plant material must be maintained to reasonable standard for quality living environment.

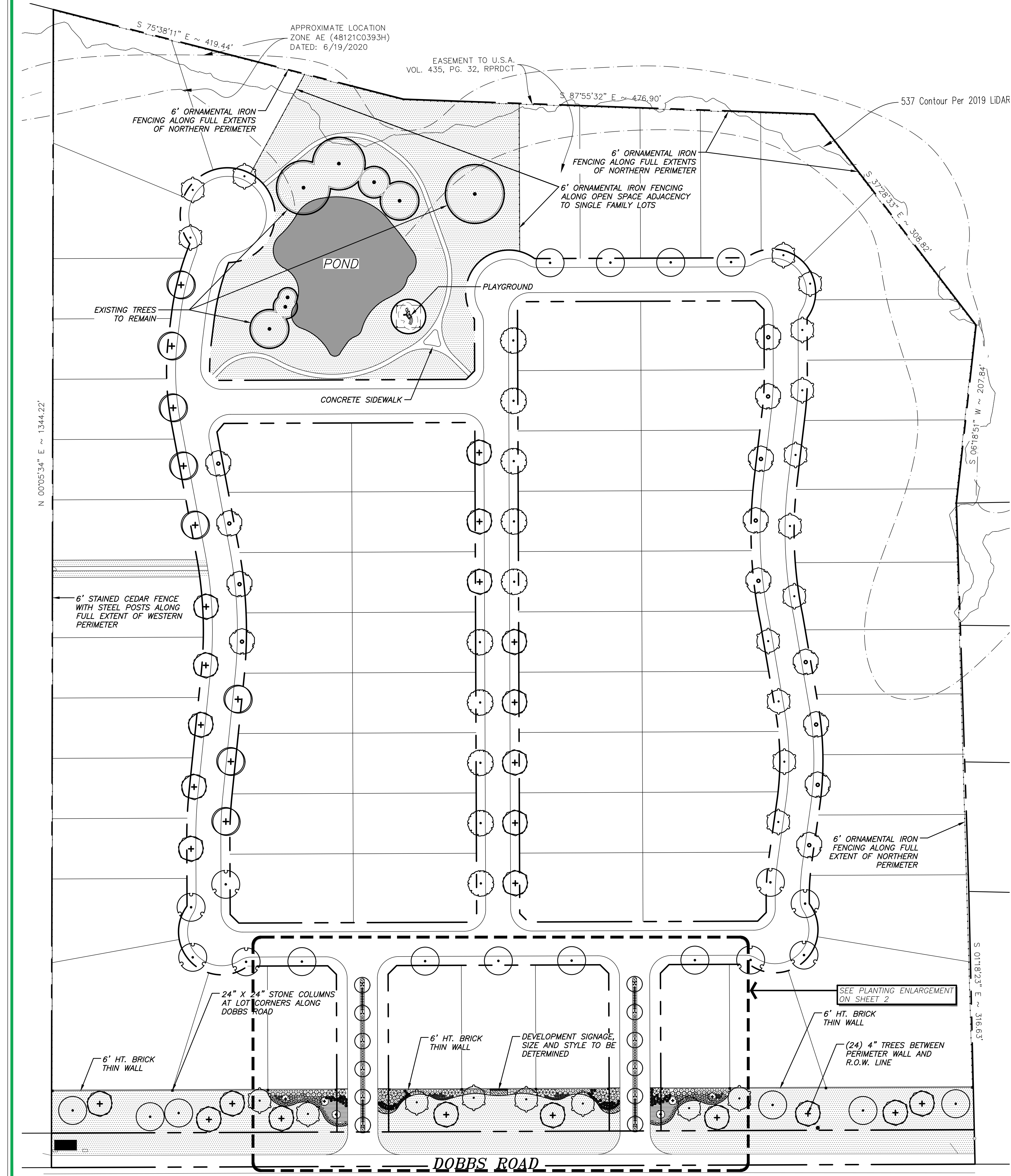
General

28. Use and development of the property shall comply with the attached Development Plan.

29. In the event of a conflict between the provisions in the Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.

DRAFT

OTED BY: DUANE JONER DATE: 3/30/2021 10:53 AM PATH: P:\3095-00\11601 Landscape Architecture\2021\Shady Shores Planned Development\Site\11601-1 Landscape Base.rwg



CONCEPT PLANT GROUPS			
PLANT GROUP	QTY	HEIGHT	SPREAD
LARGE CANOPY DECIDUOUS TREES	64	50'	40'
FLOWERING ORNAMENTAL TREES	34	25'	20'
EVERGREEN ORNAMENTAL TREES	13	30'	25'
SEMI-EVERGREEN FLOWERING SHRUBS	136	VARIES	VARIES
EVERGREEN ORNAMENTAL SHRUB	108		
FLOWERING PERENNIAL SHRUB	33		
FLOWERING EVERGREEN SHRUB	148		
ORNAMENTAL GRASSES	42		
EVERGREEN GROUNDCOVER	102		
SEASONAL COLOR	1,024		
TURF GRASS	140,084 S.F.		

POTENTIAL PLANT PALETTE	
LARGE CANOPY TREES	
CEDAR ELM ULMUS CRASSIFOLIA NURSERY GROWN	
CHINESE PISTACHE PISTACIA CHINENSIS NURSERY GROWN	
CHINQUAPIN OAK QUERCUS MUEHLENBERGII NURSERY GROWN	
MEXICAN SYCAMORE PLATANUS MEXICANA	
MONTEREY OAK QUERCUS POLYMORPHA NURSERY GROWN	
ORNAMENTAL AND FLOWERING TREES	
CREPE MYRTLE, WATERMELON RED LAGERSTROEMIA NURSERY GROWN	
PINK DAWN CHITALPA X CHITALPA TASHKENTENSIS 'PINK DAWN' NURSERY GROWN, SINGLE TRUNK, TREE FORM ONLY	
SAVANNAH HOLLY ILEX X ATTENUATA 'SAVANNAH' NURSERY GROWN	
SHRUBS	
AUTUMN SAGE 'RASPBERRY' SALVIA GREGGII	
CARISSA HOLLY ILEX CORNUTA 'CARISSA'	
CRIMSON PYGMY BARBERRY BERBERIS THUNBERGII 'CRIMSON PYGMY'	
DALLAS RED LANTANA LANTANA X 'DALLAS RED'	
DWARF POMEGRANATE PUNICA GRANATUM 'NANA'	
GREEN CLOUD TEXAS SAGE LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD' TM	
LITTLE GEM DWARF SOUTHERN MAGNOLIA MAGNOLIA GRANDIFLORA 'LITTLE GEM'	
PINK MUHLY MUHLENBERGIA CAPILLARIS	
RED YUCCA HESPERALOE PARVIFLORA	
ROSE CREEK ABELIA ABELIA X GRANDIFLORA 'ROSE CREEK'	
ROSEMARY ROSMARINUS OFFICINALIS	
YEW PODOCARPUS MACROPHYLLUS	
GROUND COVERS	
COMMON BERMUDA CYNODON DACTYLON	
SEASONAL COLOR SEASONAL COLOR	
TEXAS BEAR GRASS NOLINA TEXANA	

SHADY SHORES
PLANNED DEVELOPMENT
LANDSCAPE PLAN

MARCH 2021

OWNER:

LOUIS J. MEYER AND
MARILYN D. MEYER
REVOCABLE TRUST
DOC. NO. 2009-21306 OPRDCT

DEVELOPER:

ECM DEVELOPMENT, LLC
2200 E. LAMAR, STE. 290
ARLINGTON, TX 76006
CONTACT: ALEX BEITLER
PHONE: 214.451.5698
EMAIL: abeitler@ecmdev.com

LANDSCAPE
ARCHITECT:

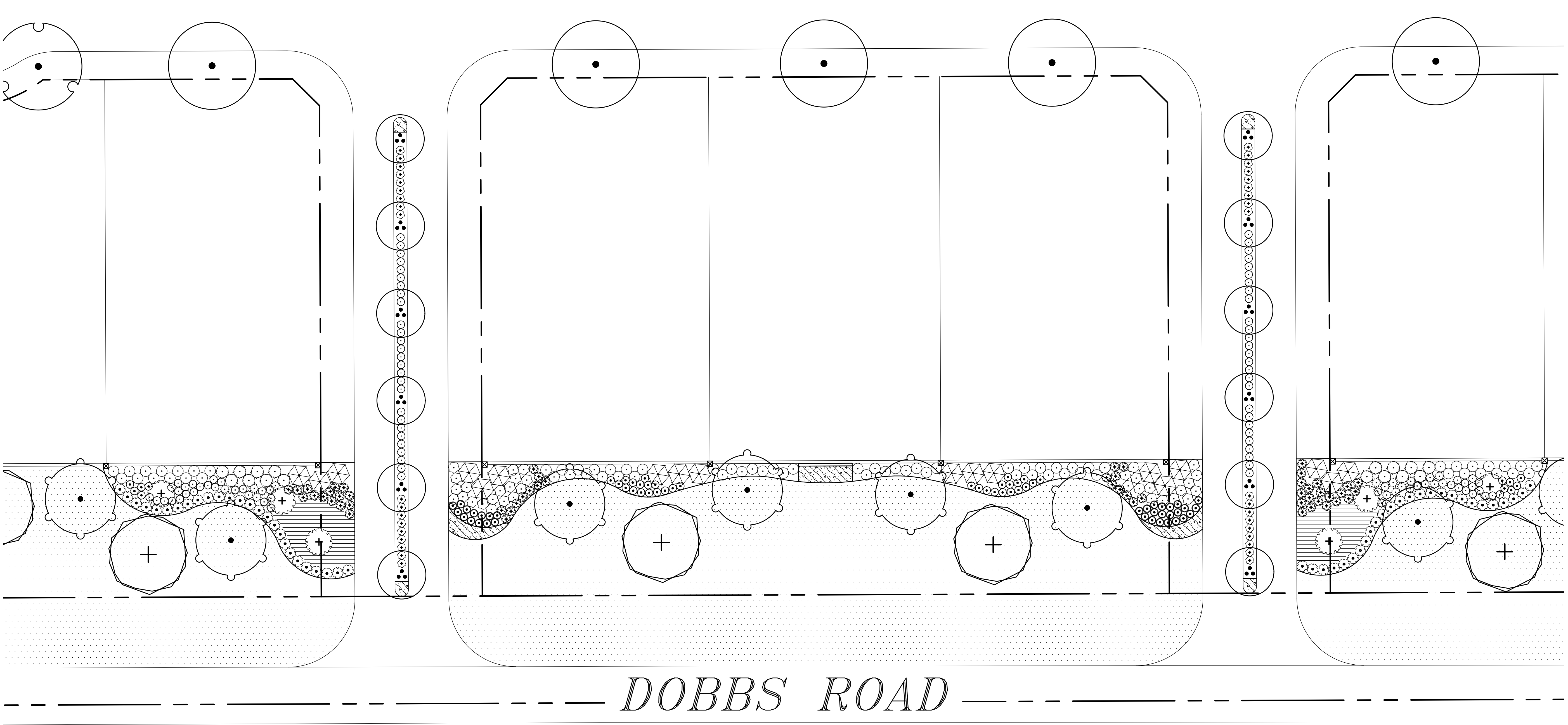


civil engineering surveying landscape architecture planning
license registration number: 1 - 2759
license registration/license number: 10088000
519 east border
arlington, texas 76010
817-469-1671
fax: 817-274-8757
www.mmatexas.com

CONTACT: MICHAEL MARTIN, PLA
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SHEET 1 OF 3 03/29/2021

POTENTIAL PLANT PALETTE
LARGE CANOPY TREES
CEDAR ELM ULMUS CRASSIFOLIA NURSERY GROWN
CHINESE PISTACHE PISTACIA CHINENSIS NURSERY GROWN
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**SHADY SHORES
PLANNED DEVELOPMENT
LANDSCAPE PLAN**

APRIL 2021

OWNER:

LOUIS J. MEYER AND
MARILYN D. MEYER
REVOCABLE TRUST
DOC. NO. 2009-21306 OPRDCT

DEVELOPER:

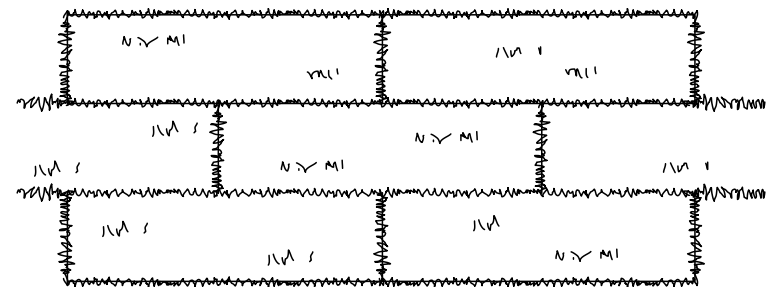
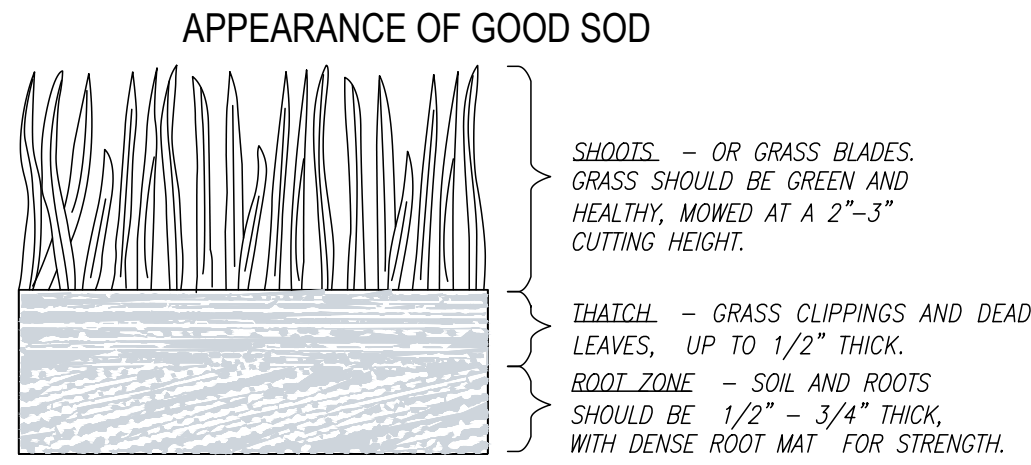
ECM DEVELOPMENT, LLC
2200 E. LAMAR, STE. 290
ARLINGTON, TX 76006
CONTACT: ALEX BEITLER
PHONE: 214.451.5698
EMAIL: abeitler@ecmdev.com

**LANDSCAPE
ARCHITECT:**



civil engineering surveying landscape architecture planning
louis registration number: 1 - 2759
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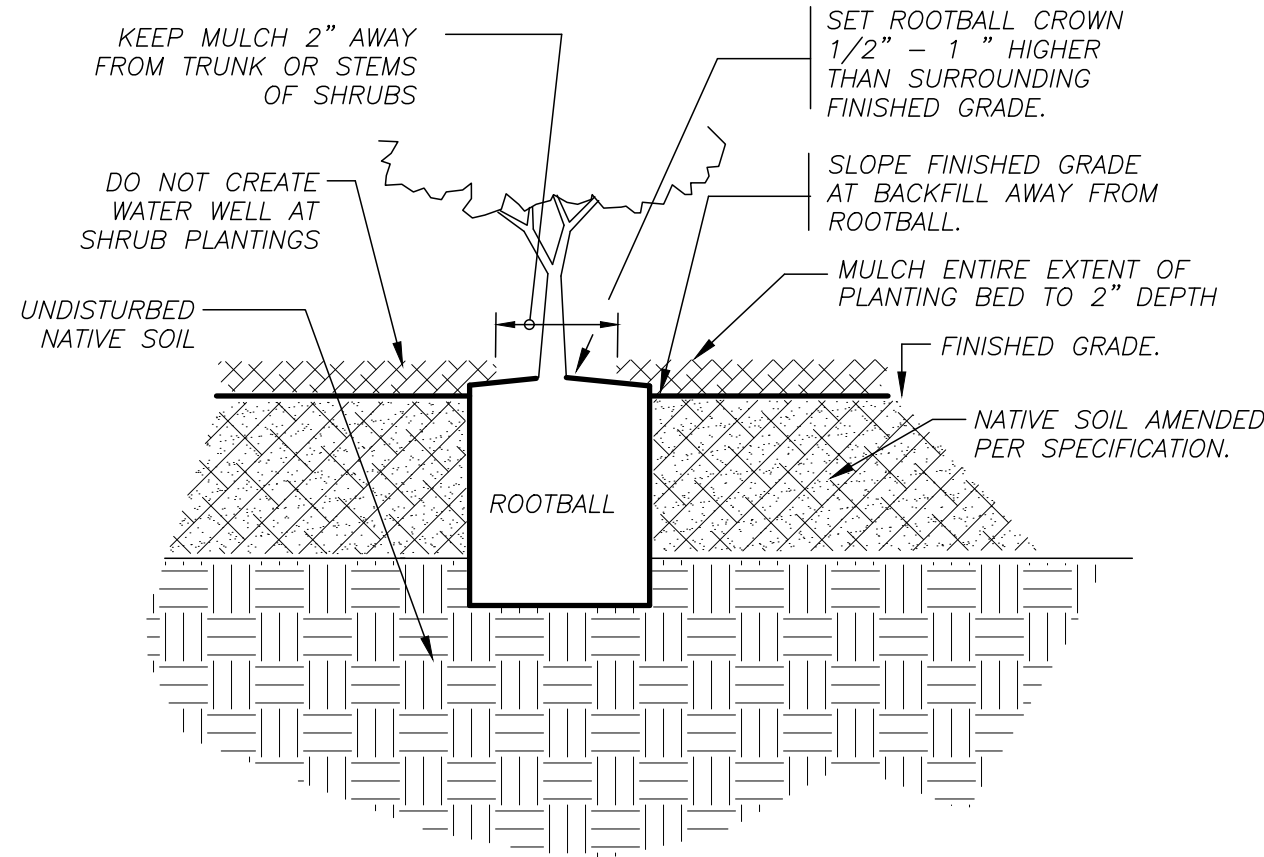
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SHEET 2 OF 3 04/15/2021



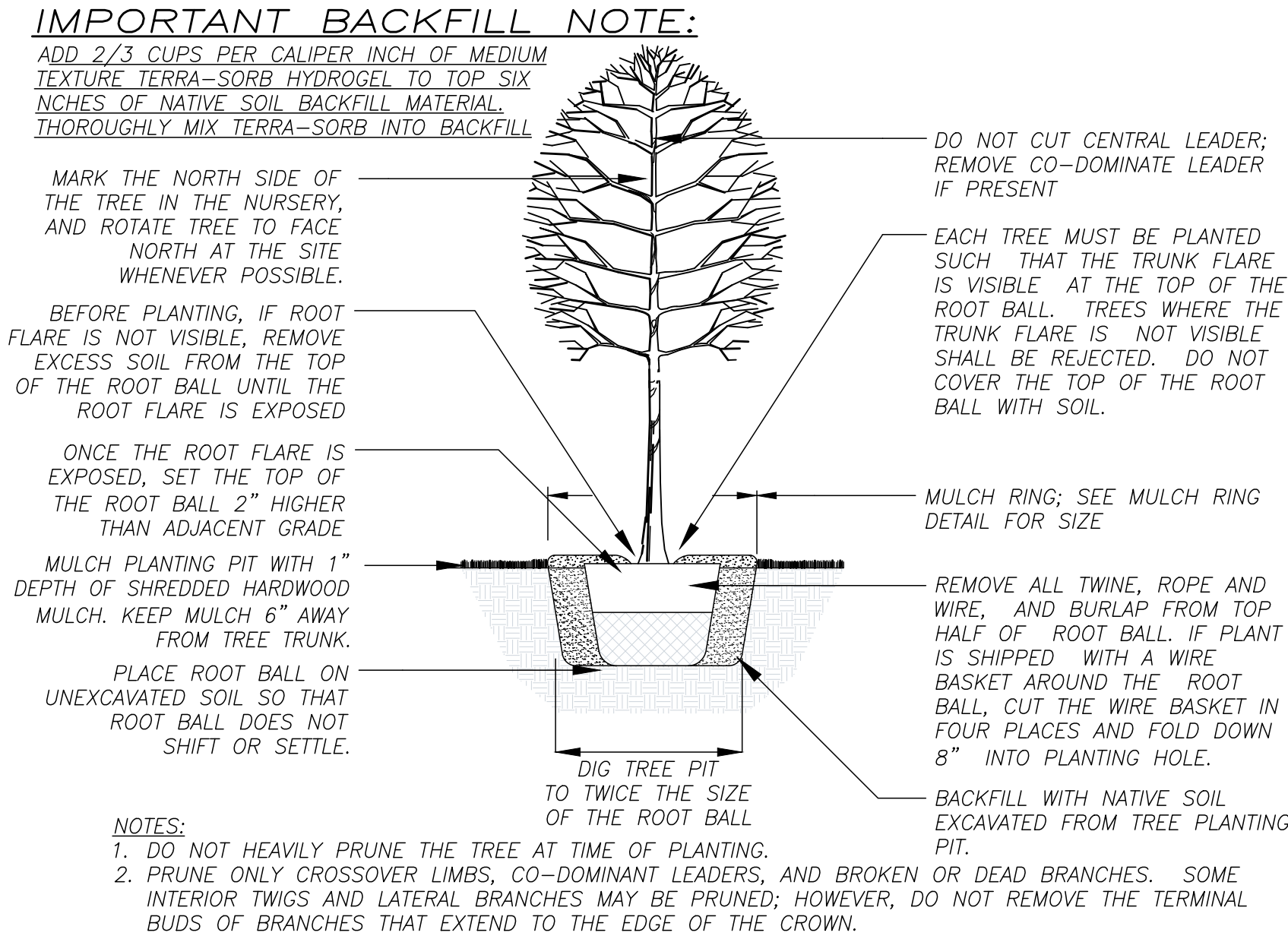
LAY SOD IN A STAGGERED PATTERN. BUTT THE STRIPS TIGHTLY AGAINST EACH OTHER. DO NOT LEAVE SPACES AND DO NOT OVERLAP. A SHARPENED MASON'S TROWEL IS A HANDY TOOL FOR TUCKING DOWN THE ENDS AND TRIMMING PIECES.

1 SOD
NOT TO SCALE

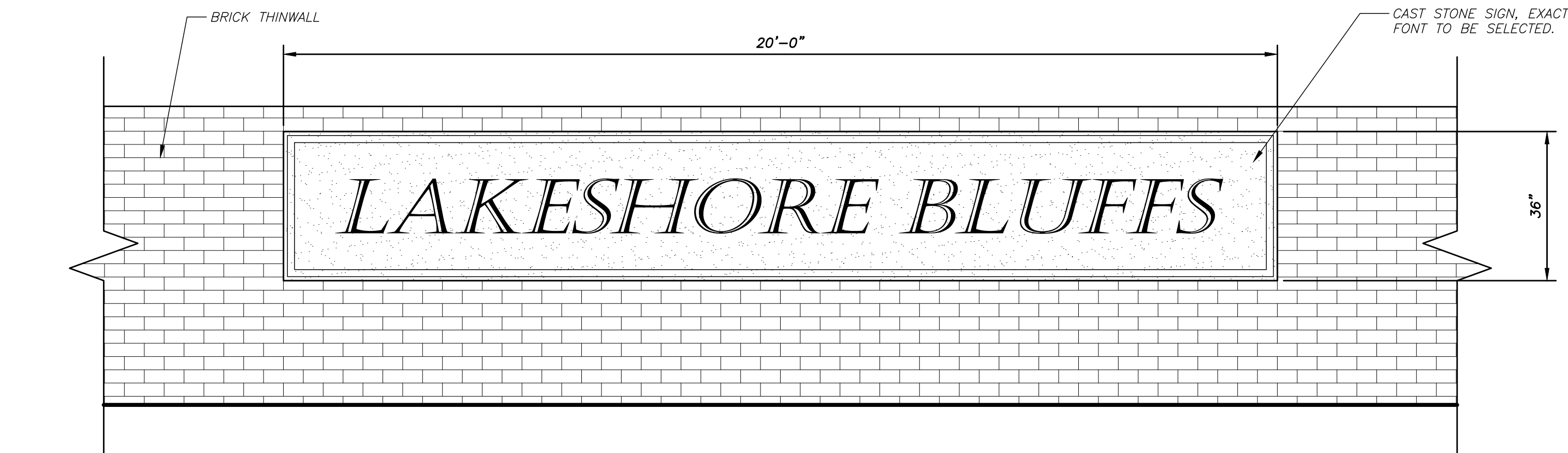
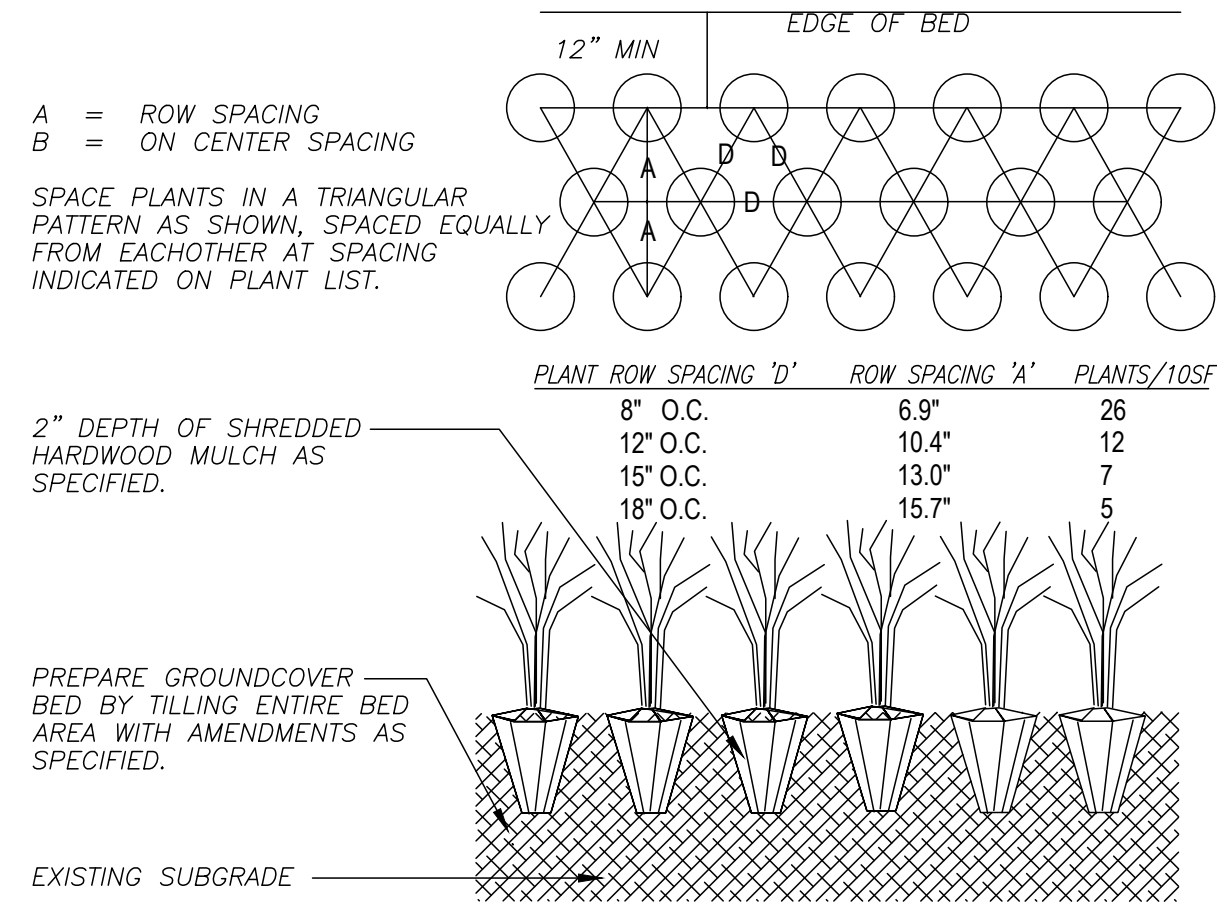
2 SHRUB PLANTING
NTS



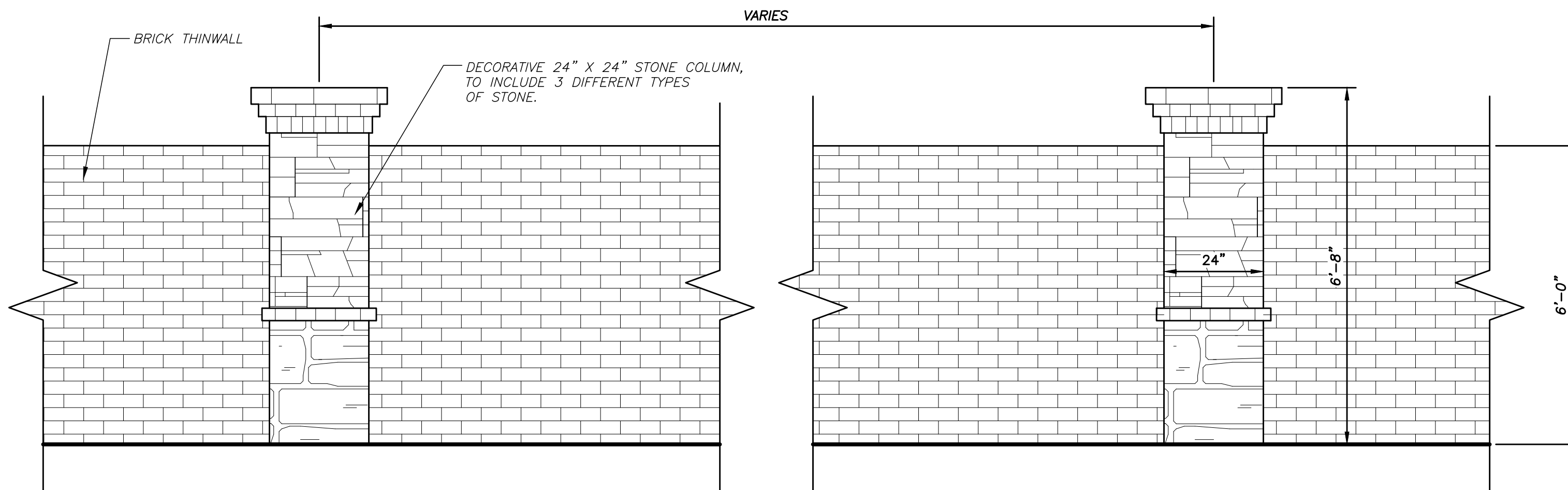
3 TREE PLANTING DETAIL IN ALL SOIL TYPES
NTS



8 GROUNDCOVER PLANTING
NOT TO SCALE



5 CAST STONE SIGN FACING DOBBS RD. R.O.W.
SCALE: 1/2" = 1'-0"



6 PERIMETER MASONRY WALL WITH PROJECT SIGNAGE CONCEPT
SCALE: 1/2" = 1'-0"

SHADY SHORES
PLANNED DEVELOPMENT
LANDSCAPE PLAN

APRIL 2021

OWNER:

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MARILYN D. MEYER
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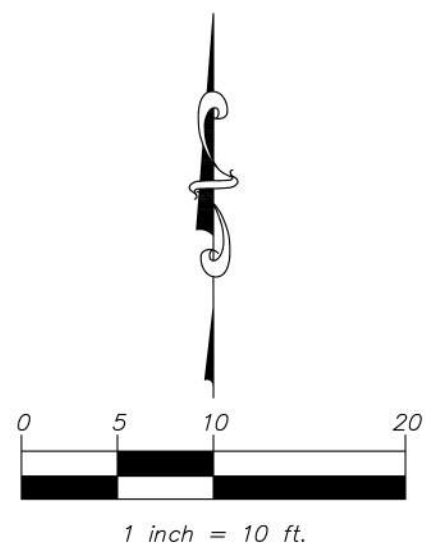
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CONTACT: MICHAEL MARTIN, PLA
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SHEET 3 OF 3 APRIL 15, 2015

PLOTTED BY: JACOB SUMPTER DATE: 5/27/2021 12:43 PM PATH: P:\3399-00-01\400 Landscape Architecture\402 Construction Plans\Design\Enhb\0201-05-27 UPDATED LOT LAYOUT\00-01 SITE.dwg



LOT TYPE (AREA)	# OF LOTS	%
8,400 - 10,000	8	11%
10,000 - 20,000	53	75%
20,000 +	10	14%
TOTAL	71	100%



SITE PLAN
 LAKESHORE BLUFFS
 SHADY SHORES, TEXAS



 civil engineering surveying landscape architecture planning

 tlpels registration number: 1-2759

 tlpels registration/license number: 10088000

 519 east border

 arlington, texas 76010

 817-469-1671

 fax: 817-274-8757

 www.mmatexas.com



SHADY SHORES PLANNING AND ZONING COMMISSION
MAY 20, 2021; 7:00 PM
SHADY SHORES COMMUNITY CENTER
101 S. SHADY SHORES ROAD
SHADY SHORES, TX 76208

MINUTES

In response to the coronavirus pandemic, effective March 16, 2020, Texas Governor Abbott suspended certain Open Meeting rules to allow meetings of government bodies that are accessible to the public to decrease large groups of people from assembling. The suspension temporarily removes the requirement that government officials and members of the public be physically present at a meeting location. The meeting id for this meeting is [83096575343](https://us02web.zoom.us/j/83096575343).

Allen Lea	Chairman	Present (Physical)
Rebecca Morgan	Vice-Chairman	Present (Virtual)
Kenneth Wells	Commissioner	Absent
Linda Winter	Commissioner	Present (Physical)
Paul Brown	Commissioner	Present (Physical)
Lynn Grimes	Commissioner-Alternate	Absent

Staff Present: Wendy Withers, Town Administrator; Amber Schuler, Municipal Court Administrator; Jim Shepherd, Town Attorney; Jack Nelson, Shady Shores Town Council; David Francis, Town Engineer

1. MEETING LOG IN DIRECTIONS

1. Join Zoom Meeting
<https://us02web.zoom.us/j/83096575343?pwd=MWlaNnhORUFYUTg1M1JKUkpITDFQdz09>

Meeting ID: 830 9657 5343

Passcode: 521519

One tap mobile

+13462487799,,83096575343#,,,,*521519# US (Houston)

+14086380968,,83096575343#,,,,*521519# US (San Jose)

2. CALL TO ORDER

Chairman Allen Lea called the meeting to order at 7:00 pm.

3. ROLL CALL

Establish a quorum

Chairman Lea called the roll, and a quorum was established for the record.

4. REGULAR BUSINESS

1. Minutes- Consider and act on approval of the minutes of the April 8, 2021 Planning and Zoning Commission Meeting.

Linda Winter made a motion to approve the minutes of the April 8, 2021 Planning and Zoning Commission Meeting. Paul Brown seconded the motion.

Discussion: None

Ayes: Winter, Brown, Lea

Nays: None

Abstain: Morgan

The motion passed unanimously.

2. Public Hearing- Conduct a public hearing relative to a request for a Planned Development/Development agreement for the property legally known as 30 acres in the J. Bullard Survey, A-1566, Track 6A (204 Dobbs). The applicant is requesting a change from R-1800 zoning ½ acre to a Planned Development for single family use.

A) Staff Presentation/Open Public Hearing

B) Applicant

C) Those in Favor

D) Those Opposed

E) Rebuttal, if desired

C) Close Public Hearing

Town Attorney Jim Shepherd gave an overview of the Planned Development Process.

A) Open the Public Hearing- Chairman Lea opened the public hearing at 7:10 pm.

B) Applicant- TJ Moore, with ECM Development was in attendance and gave a presentation outlining the proposed project.

C) Those in Favor- No one spoke in favor of the request.

D) Those opposed to the request-

Frank Graham 314 S. Shady Shores Road, asked questions regarding drainage plans, and the proposed lot sizes. In addition, Mr. Graham expressed concerns about the tree line and the old growth and wondered how that would be protected.

Chuck Pederoso 312 S. Shady Shores Road, spoke on behalf of his sister, Shay Sanders who resides at 312 S. Shady Shores Road. Mr. Pederoso stated that he was concerned about the wildlife that would be disturbed should this development be approved. In addition, Mr. Pederoso stated that he had concerns about the drainage issues that would be caused by the additional rooftops.

Robert Droste, 328 S. Shady Shores Road, stated that he had concerns about the fencing and the size of the proposed lots.

Chairman Lea read a letter submitted by Blake and Kim Stewart (Exhibit A) 202 Dobbs Road.

Kent Clark, 324 S. Shady Shores Road stated that he had listened to the proposal and was hopeful that the Planning and Zoning Commission and Town Council would make a good informed decision.

Chairman Lea closed the public hearing at 7:58 pm.

3. Action Regarding Public Hearing- Consider and act on a recommendation to the Town Council. Planning and Commission Members discussed screening issues.

Paul Brown made a motion to table this agenda item. The motion died for lack of a second.

Paul Brown made a motion to recommend that the Town Council approve the request for a Planned Development with the following changes: increasing the lots on the east side of the development to 1/2 acre lots and removing the line that states garages may encroach up to 5' within the 20' front building line. Rebecca Morgan seconded the motion.

Discussion: None

Ayes: Brown, Morgan, Lea, Winer

Nays: None

The motion passed unanimously.
Shady Shores does not allow on street parking, could be a parking issue.
Setback of the right of way, roadway is 31' if it encroaches

Modifications mentioned to council

5. WORKSESSION

1. Thoroughfare Plan- Conduct a worksession relative to proposed changes to the Town of Shady Shores Thoroughfare plan. Take appropriate action on recommendations to the Town Council.
Planning and Zoning Members tabled this agenda item for discussion at a later time.

6. FUTURE AGENDA ITEMS

7. ADJOURN

The meeting was adjourned at 8:15 pm.

PASSED AND APPROVED THIS THE _____, DAY OF _____, 2021

APPROVED:

Allen Lea, Chairman

ATTEST:

Wendy Withers, Town Administrator

May 21, 2021

EXHIBIT A

Received
5/20/2021
WWR

Dear Council,

RE: 204 Dobbs Rd. A1566-Track6A J Bullard Survey

We are, Blake and Kim Stewart, we have the adjoining property next door. Unfortunately, with the week notice of this meeting, we had already made plans and unable to attend. So, our good friend and neighbor, Robert Droste, will be speaking on our behalf.

We are writing to express our strong opposition to the new proposed 78 plus homes / new neighborhood at 204 Dobbs Rd.

Our family has been here for over 30 years.

Correct me if I am wrong, are we really hearing this right? You want to tell me that not only 2 ½ years ago, we also proposed to build a house on our land. Which you notified all our neighbors nearby, but a community can be built but many have not been informed of this new proposal. We were required to have at least 1 acre, minus square footage of structures and roadways. How would a proposal like this possibly fly? Even Atkins Ranch is only ½ acre lots.

This new development is going to cause even more traffic on Dobbs with the school next door. It is already backed up mornings and afternoons blocking traffic flow. Not to mention the new neighborhood going in on Shady Shores Rd.

Wildlife, including deer, coyotes, birds, and other animals are constantly observed in the area, including barn swallows who come back every year. Any planned development of the property should consider the continued impact to local wildlife habitat. Nor to mention all the 100 plus years oak trees on the property.

How are our property taxes going to be affected by this? Is this in any way going to affect my application for an ag exemption? How does the city plan to accommodate all the extra families and traffic? Gas stations, stores, restaurants, etc.? What is the city planning to do with all the extra revenue? Will all the new homes affect the city sewage prices?

If this, or any type of neighborhood is approved, will we get the same approval for a private community at our land at 8000-square foot lots? Will there be a privacy/ brick or stone fence built between the properties? Will all overhead power lines be removed? Will the nearby neighbors be added to the city taps? We just spent over \$25,000 on a new fence, driveway approach and culverts for our place? Will this all be replaced with the new roads?

It sounds like to me that Shady Shores and the nice rural living that once was is quickly going to be gone. All the ones not affected by it obviously do not care but the ones who are sure do.

Thank you for considering our concerns,

Blake and Kim Stewart
202 Dobbs Rd.

Blake Stewart
Kim Stewart

D & Z

REQUEST TO SPEAK TO COUNCIL

MEETING DATE: 5/20/2021

PLEASE PRINT LEGIBLY

I desire to speak regarding Agenda Item No. _____

Frank Graham
Name

314 S. Shady Shores Rd
Address

I desire to speak regarding Agenda Item No. _____

Judy Graham
Name

314 S. Shady Shores Rd.
Address

I desire to speak regarding Agenda Item No. _____

Phillip Groves
Name

332 S. SHADY SHORES Rd
Address

I desire to speak regarding Agenda Item No. _____

Shay Sanders
Name

312 S. Shady Shores Rd
Address

I desire to speak regarding Agenda Item No. _____

Chuck Probst
Name

312 S Shady Shores Rd.
Address

Please note: The length of individual comments will be limited to (3 minutes) by the presiding officer of the board which you are requesting to address. If there are several persons wishing to speak regarding the same item, the presiding officer may request that individuals avoid restating the same information repeatedly, but rather, simply state support or opposition of the item only in order to keep the length of the meeting reasonable for all attendees.

P&Z

REQUEST TO SPEAK TO ~~COUNCIL~~

MEETING DATE: 5/20/2021

PLEASE PRINT LEGIBLY

I desire to speak regarding Agenda Item No. 2

TJ Moore
Name

1005 PRAIRIE RIDGE LN
Address ALVINGTON TX

I desire to speak regarding Agenda Item No. _____

ROBERT PROSIE
Name

328 S. SHADY SHORES RD
Address

I desire to speak regarding Agenda Item No. _____

Name

Address

I desire to speak regarding Agenda Item No. _____

Name

Address

I desire to speak regarding Agenda Item No. _____

Name

Address

Please note: The length of individual comments will be limited to (3 minutes) by the presiding officer of the board which you are requesting to address. If there are several persons wishing to speak regarding the same item, the presiding officer may request that individuals avoid restating the same information repeatedly, but rather, simply state support or opposition of the item only in order to keep the length of the meeting reasonable for all attendees.

P&Z

REQUEST TO SPEAK TO COUNCIL

MEETING DATE: 5/20/2021

PLEASE PRINT LEGIBLY

I desire to speak regarding Agenda Item No. _____

Kent + Kathy Clark

Name

324 S. Shady Shores Rd
Shady Shores TX 76208
76208

Address

I desire to speak regarding Agenda Item No. Dobbs Road Platt

Kent Clark

Name

Address

I desire to speak regarding Agenda Item No. _____

Name

Address

I desire to speak regarding Agenda Item No. _____

Name

Address

I desire to speak regarding Agenda Item No. _____

Name

Address

Please note: The length of individual comments will be limited to (3 minutes) by the presiding officer of the board which you are requesting to address. If there are several persons wishing to speak regarding the same item, the presiding officer may request that individuals avoid restating the same information repeatedly, but rather, simply state support or opposition of the item only in order to keep the length of the meeting reasonable for all attendees.



AGENDA MEMORANDUM

DATE: June 1, 2021
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: Action Regarding Public Hearing (Dobbs Road) - Consider and act on approval of the Zoning Change Request made by ECM developers.

BACKGROUND/INFORMATION:

Consider and act on approval of the request for a zoning change to Planned Development as discussed in the previous agenda item.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: June 1, 2021
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: Interlocal Agreement- Consider and act on approval of an Interlocal Agreement with Marketplace LLC.

BACKGROUND/INFORMATION:

Council approved a memorandum of understanding at the May 10, 2021 Town Council meeting for participation with Marketplace LLC to seek broadband providers to upgrade or provide new services.

FINANCIAL IMPLICATIONS:

There is no cost for the town to participate in this project.

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. ILA - Lake Cities Broadband Service Provider (Marketplace.City)

REVIEWED BY:

INTERLOCAL COOPERATION AGREEMENT FOR CONSULTING SERVICES TO IDENTIFY BROADBAND SERVICE PROVIDERS FOR THE CITY OF CORINTH, THE CITY OF LAKE DALLAS, THE TOWN OF HICKORY CREEK AND THE TOWN OF SHADY SHORES

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

RECITALS

WHEREAS, this Agreement is authorized pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which the LAKE CITIES agree to jointly engage a consultant to identify potential broadband service providers in order to select a broadband provider to enter into a Public Private Partnership with LAKE CITIES MEMBERS; and

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

WHEREAS, each LAKE CITIES MEMBER recognizes that technology plays a pivotal role in the choice of businesses and residents to locate within their respective cities, that business operations and customer service require the presence of reliable technology resources, and that the review of potential broadband service providers to establish a Public Private Partnership to serve the Lake Cities, to identify necessary improvements to serve both business partners and residents is a valid governmental interest; and

WHEREAS, LAKE CITIES have conducted a broadband study through Connected Nation and now desire to engage the services of a consultant to assist with identifying a broadband service provider, a project that each could undertake individually as a governmental function; and

WHEREAS, LAKE CITIES desire to jointly participate in this Agreement to engage the services of a consultant to assist them with the selection of a broadband service provider for the Lake Cities region and have determined it appropriate to authorize CORINTH to enter into an agreement with Marketplace.city ("Consultant") to perform the study and provide the services set forth in Exhibit "A" hereto (the "Consultant Proposal") and pursuant to this Agreement; and

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

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

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

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

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

(a) By execution of this Agreement, each LAKE CITIES MEMBER hereby requests and authorizes CORINTH to negotiate and enter into an agreement with Consultant to identify service providers to enter into a Public Private Partnership for Broadband Technical Services and perform the tasks enumerated in Contractor’s Proposal, **Exhibit “A”** (the “Services”) for the LAKE CITIES in order to allow LAKE CITIES to enter into a Public Private Partnership agreement with a qualified provider (the “Project”). The Consultant Proposal and the Services provided thereunder are set forth in detail in **Exhibit “A”**, a substantial copy of which is attached hereto and incorporated herein. The LAKE CITIES hereby authorize CORINTH to negotiate and execute a contract with Consultant consistent with the Consultant’s Proposal and the terms of this Agreement (“Consultant Agreement”). Upon execution of the Consultant Agreement by Corinth, a copy of the executed Consultant Agreement shall replace and supersede the Consultant Proposal as Exhibit “A” hereto and shall be incorporated herein by reference.

(b) Each LAKE CITIES MEMBER agrees to participate in the Project and to assist Consultant and CORINTH in the performance of the various Project components for the purpose of identifying qualified broadband service providers. CORINTH also agrees to act as the liaison and point of contact for the Services; prepare, execute, and administer the communication with Consultant and the LAKE CITIES. Additionally, CORINTH agrees to monitor Consultant’s work and compliance with provisions of the Consultant Agreement.

3. **Consideration.** Each agree that their cross promises set forth in Section 2 serve as valid consideration and fairly compensate the Parties for services provided.

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

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

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

CORINTH

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

LAKE DALLAS

Mike Wilson, Interim City Manager
212 Main Street
Lake Dallas, TX 75065
Telephone: (940) 497-2226

HICKORY CREEK

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

SHADY SHORES

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

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

8. **Venue.** This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any action relating to this Agreement shall be in Denton County, Texas.

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

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

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

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

13. **Further Documents.** LAKE CITIES MEMBER agrees that at any time after the Effective Date, they will, upon request of another LAKE CITIES MEMBER, execute and deliver such further documents and do such further acts and things as the other LAKE CITIES MEMBERS may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the respective City Council seated at the time that this Agreement is executed or any future respective City Council.

IN WITNESS WHEREOF, this Agreement is executed this ____ day of _____ 2021, in duplicate originals.

APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:

BY:

Bob Hart, City Manager

Date

ATTEST:

Lana Wylie, City Secretary

Date

APPROVED AS TO FORM:

Patricia Adams, City Attorney

Date

Bill Heidemann, Corinth Mayor

Date

CITY/GOVT ENTITY OF SHADY SHORES, TEXAS

Cindy Aughinbaugh, Shady Shores Mayor

Date

ATTEST:

Wendy Withers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

CITY/GOVT ENTITY OF HICKORY CREEK, TEXAS

Lynn Clark, Hickory Creek Mayor

Date

ATTEST:

Kristi Rogers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

CITY/GOVT ENTITY OF LAKE DALLAS, TEXAS

Michael Barnhart, Lake Dallas Mayor

Date

ATTEST:

Cody Delcambre, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

EXHIBIT “A”
COPY OF MARKETPLACE.CITY MEMORANDUM OF UNDERSTANDING (MOU)



AGENDA MEMORANDUM

DATE: June 1, 2021

TO: Town Council

FROM: Wendy Withers, Town Administrator

Budget Worksession- Conduct a worksession relative to the 2021-2022 Fiscal Year Budget.

SUBJECT:

- a) Roads and Capital Improvements
- b) Personnel
- c) Building Maintenance
- d) Emergency Preparedness

BACKGROUND/INFORMATION:

Conduct a Budget Worksession

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY: