



Lake Dallas Community Development Corporation
Board of Directors Special Called Meeting
This meeting will be conducted via Video Conference
July 27, 2020 at 7:00 p.m.
Agenda

Pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act, and in an effort to protect the health and safety of the public, members of the public will not be admitted to the meeting room to attend the meeting. Members of the public who desire to listen to proceedings of the meeting may dial the following toll-free number and, when prompted, enter the following Meeting ID #, beginning at 6:45 p.m. to join the meeting:

Toll Free Number: 877- 853- 5257

Meeting ID#: 868 8950 4153

Password: 527543

Video Conference: <https://us02web.zoom.us/j/86889504153?pwd=UTdHalNvSDFCYmVZSVBqQXN3MjhIZz09>

Any person wishing to provide comments during Item 2 – Citizen Agenda & Public Comment, or on any matter to be considered on this agenda, should email such comments to the City Secretary at cdelcambre@lakedallas.com by 3:00 p.m. on Monday, July 27, 2020.

1. Call to Order & Determination of Quorum
2. **Citizen Agenda & Public Comment:** An opportunity for citizens to address the Community Development Corporation (CDC) Board on matters which are scheduled for consideration by the CDC. In order to address the CDC, please complete a Public Meeting Appearance Card and present it to the City Staff prior to the start of the meeting. The Texas Open Meeting Act prohibits deliberation by the CDC of any subject which is not on the posted agenda, therefore the CDC Board will not be able to discuss or take any action on items brought up during the citizen presentations. Citizen presentation will be limited to five (5) minutes per person.
3. Receive a report and hold a discussion on the Business Improvement Grant (B.I.G.) program, application and guidelines.
4. Consider the approval of an Economic Development Incentive Program - Business Improvement Grant (B.I.G.) request from Altman Enterprises, Ltd. relating to property located at 312 and 314 S. Shady Shores.

5. **Executive Session: Conduct a closed meeting pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease, or value of real property located within the Downtown Overlay Zoning District.**
6. **Return to Open Session: Take action, if any, pursuant to discussions conducted in Executive Session.**
7. **Announcements or requests for future agenda items**
8. **Adjourn**

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on July 24, 2020 at 5:00 p.m.



Codi Delcambre, City Secretary

If you plan to attend this via teleconference 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. 103 or fax (940) 497-4485 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Lancine Bentley, Community Development Coordinator

July 27, 2020

BIG Program Discussion

DESCRIPTION:

Receive a report and hold a discussion regarding the BIG Program

BACKGROUND INFORMATION:

The CDC Board asked to have a discussion on the Business Incentive Grant (BIG) program. Staff is prepared to discuss the program, application form and guidelines (attached).

FINANCIAL CONSIDERATION:

None, the BIG grants remain at not to exceed \$10,000.

RECOMMENDATION:

Staff forwards this report for discussion and recommends approval of the request.

ATTACHMENT(S):

1. BIG Application
2. BIG Guidelines
3. Staff redline of application and guidelines
4. Sample Scoring Sheet

**City of Lake Dallas
Business Improvement Grant (BIG) Program
Application**

Business Name: _____

Business Address: _____

Contact Person: _____

Phone: _____

Email: _____

Business Description: _____

Certificate of Occupancy/Business Registration Number and Date Issued:

Texas Sales and Use Tax I.D. Number: _____

Relationship between the applicant and the storefront:

- Owner Tenant

Property Owner: _____

Owner's Phone: _____

Describe the scope of work for the proposed Storefront Improvement project:

Grant Amount Requested: _____

Estimated Cost of the Project: _____

Worked to be performed by: _____

Project Start Date: _____

Please include the following information with your application:

1. Letter of permission from the property owner to participate in the Storefront Program
 - Letters should include the expiration date of the current lease
2. Photographs of the existing building
3. Drawing or renderings of the proposed improvements
4. Written description of the proposed improvements
 - Includes building materials and color schemes to be used
5. A copy of bids from at least two (2) different contractors

By affixing your signature the applicant acknowledges they have read and agreed to City of Lake Dallas Business improvement grant program Guidelines and General Conditions. The applicant understands that all grants are awarded on rebate basis after all work has been certified completed by the City of Lake Dallas Main Street Program. It is expressly understood that work commenced or completed prior to the final approval of the grant is ineligible for funding. The applicant is solely responsible for overseeing the work and will not seek to hold the City of Lake Dallas, Lake Dallas Community Development Corporation, or Lake Dallas Main Street Program liable for any property damage, personal injury, or other loss related the Business improvement grant program. The applicant agrees to indemnify the City of Lake Dallas, and Lake Dallas Community Development Corporation and/or their agents, employees, officers and/or directors from any claims or damages resulting from the project, including reasonable attorneys' fees.

Print Name: _____

Signature: _____ **Date:** _____

City of Lake Dallas
Business Improvement Grant (B.I.G) Program
Guidelines and Application

I. INTRODUCTION

The City of Lake Dallas Storefront Improvement Program provides technical and financial assistance to property owners or business tenants seeking to renovate or restore their exterior signage, lighting or commercial building façades. The B.I.G. Program's objectives are to improve the physical appearance of businesses and enhance the city's commercial corridors.

The Business Improvement Grant (B.I.G.) Program offers a 1:1 (50%) matching grant of up to \$10,000 for the funding of well-designed improvements. Improvements may include the restoration of architectural details, better windows and doors, and well proportioned signage and lighting. City staff will be available to provide assistance to applicants through the conceptual stage at no cost to the applicants.

Projects in the city's Main Street/Downtown Overlay district may be eligible for 2:1 (66%) matching grant.

II. ELIGIBILITY CRITERIA

The following criteria must be met for participation in the Business Improvement Grant Program:

1. Applicants must be commercial property owners or commercial tenants located within the city limits of Lake Dallas;
2. Preference will be given to independent businesses not required by contractual arrangement to maintain standardized décor, architecture, signs or similar features;
3. Tenants must have written approval from property owners to participate in program;
4. Nonconforming signage on property, if applicable, must be permanently removed as part of the improvement;
5. Property owners must be up to date on all municipal taxes, and have no outstanding code violations prior to participation in the program;
6. Applicants must comply with all State and local laws and regulations pertaining to licensing, permits, building code and zoning requirements.

III. DESIGN PRINCIPLES AND GUIDELINES

Improvements to be funded by the program must be compatible with the character and architecture of the individual building as well as, to the extent appropriate, with other buildings along the street on which the participating storefront is located. Buildings with significant architectural qualities

are strongly encouraged to restore and maintain these features. Improvements for buildings not having such architectural features should still be carefully considered and be seen as an opportunity to substantially enhance the appearance of the buildings and their streetscapes and conform to the City's targeted image for the area.

A. Eligible Façade/Signage Improvements

Storefronts should be oriented to the pedestrian and provide visual interest both day and night. Effort should be made to facilitate access into the store and to create a store identity unique to Lake Dallas and/or the respective neighborhood. The following improvements are encouraged:

1. Restoration of details in historically contributing or significant buildings, and removal of elements which cover architectural details;
2. Window display areas which are appropriately scaled and which facilitate night viewing;
3. Window replacement and window framing visible from the street, which is appropriately scaled to the building.
4. Additional signage that is attractively integrated into the architecture of the building, including the window area, awnings or canopies, and entryways;
5. Lighting that is visually appealing and appropriately illuminates signage, storefront window displays, and recessed areas of a building façade;
6. Awnings or canopies that can be both functional and visually appealing;
7. Curbing, irrigation, approved trees, landscaping beds (not including planting material) or other landscaping features attached to the building where appropriate, not to exceed twenty percent (20%) of the project budget;
8. Cleaning, repainting or residing of building;
9. New storefront construction, appropriately scaled within an existing building; and
10. Removal of architectural barriers to public accessibility.

Other improvements can be made with written approval if they meet the objectives of the Storefront Improvement Program.

B. Prior Improvements

Alterations and improvements made prior to receiving a "Notice to Proceed with Improvements" are not eligible for reimbursement.

C. Alterations

The applicant must agree not to change or alter the improved façade without prior written approval from the Community Development Corporation for three (3) years from the date of the rebate check issued under the Business Improvement Grant Program. The applicant agrees to return a pro-rated amount of the grant money received if the improvement is removed within three (3) years.

IV. PROGRAM ASSISTANCE

A. Financial Assistance

Funding offered is a matching grant in which the Business Improvement Grant Program reimburses the applicant fifty percent (50%) of total project costs, up to a \$10,000 maximum match for façade improvements.

Projects in the city's Main Street/Downtown Overlay district may be eligible for 2:1 (66%) of total project costs, up to a \$10,000 maximum match for façade improvements.

Upon completion of the project the City's Main Street Manager will review the project. Receipts for labor and materials should be submitted to the city staff for review. A reimbursement check will only be issued after the project is determined complete and all receipts have been reconciled by the Lake Dallas Main Street Program.

B. Technical Assistance

City staff can provide guidance on façade improvements specific to individual storefronts. City staff can provide limited conceptual design assistance. The applicant will still be expected to hire his/her own licensed architect, if necessary, to carry forth this conceptual design to completion of construction.

Early meetings with city staff are encouraged to help avoid misunderstanding as to the eligibility of grant proposals.

C. Application and Information

If you wish to participate in the Storefront Improvement Program, please contact ### with the City of Lake Dallas Main Street Program, by phone at (940) ###-#### or by e-mail at ###@lakedallas.com.

V. PROCEDURES

All prospective applicants must follow the procedures in the order outlined below.

1. Applicants are encouraged to meet with City of Lake Dallas Main Street Manager for initial project discussions.
2. Applications are submitted to the Lake Dallas Community Development Corporation.
3. City staff will review application to determine grant eligibility.
 - Staff will meet with the applicant at least once prior to the application being submitted to the Community Development Corporation
4. Application is reviewed by the Community Development Corporation.
5. Approved application received a notice to proceed from city staff.
6. City staff monitors and works with applicant through the construction phase.
7. Grants are issued after city staff has certified the work has been completed.

The Lake Dallas Community Development Corporation reserves the right to make adjustments regarding conditions and parameters outlined in these guidelines.

VI. General Conditions

1. It is expressly understood and agreed that the applicant shall be solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinances and other applicable regulations. Neither approval of a grant application nor payment of the grant upon completion of the project shall constitute approval by any City department or staff of the project, nor shall approval of such grant application or payment of the grant upon completion constitute a waiver by the City of any safety regulation, building code, ordinance and other applicable regulation.
2. It is expressly understood and agreed that the applicant is solely responsible for overseeing the work, and will not seek to hold the Lake Dallas Community Development Corporation, Lake Dallas Main Street Program, the City of Lake Dallas, and/or their agents, employees, officers, and/or directors liable for any property damage, personal injury, or other loss related in any way to the Storefront Improvement Program, and by submission of an application, the applicant agrees to indemnify the Lake Dallas Community Development Corporation, Lake Dallas Main Street Program, the City of Lake Dallas, and/or their agents, employees, officers, and/or directors from any claims or damages resulting from the project, including reasonable attorneys' fees.
3. The applicant shall be responsible for maintaining sufficient insurance coverage for property damage and personal injury liability relating to the Store Front Improvement Program.
4. The applicant authorizes the City of Lake Dallas to promote an approved project, including but not limited to displaying a sign at the site during and after construction, and using photographs and descriptions of the project in material and press releases.

VII. ADJUSTMENTS and TERMINATION

The applicant understands that the Lake Dallas Community Development Corporation and the City of Lake Dallas reserves the right make changes in the conditions of the Storefront Improvement Program as they determine in their sole discretion as warranted at any time, including for applications already pending.

If the applicant seeks to change the scope of their project after a grant has already been approved, the applicant must meet with a member of the city's Economic Development staff. The applicant must have written staff approval on all modifications to remain eligible for grant funding.

All work for approved projects must be complete within six months of the date of the "notice to proceed" letter unless an extension is granted by the Community Development Corporation.

The City of Lake Dallas has the right to terminate any agreement under the Storefront Improvement Program if a participant is found to be in violation of any conditions set forth in these guidelines or if the project has been started prior to an executed agreement with the City of Lake Dallas.

**City of Lake Dallas Community Development Corporation
Business Improvement Grant (BIG) Program
Application**

The Business Improvement Grant Program contract is an agreement between the real property owner and the Lake Dallas Community Development Corporation. The application, as well as the agreement, are to be signed by the real property owner.

Real Property Owner: _____

Real Property Owner's Phone Number: _____

Business Owner: _____

Business Owner's Phone Number: _____

Business Name: _____

Business Address: _____

Contact Person: _____

Phone: _____

Email: _____

Business Description: _____

Certificate of Occupancy/~~Business Registration Number~~ and Date Issued:

Texas Sales and Use Tax I.D. Number: _____

Describe the scope of work for the proposed ~~Storefront~~ Business Improvement project:

How will this project benefit Lake Dallas?

Does this business pay sales tax to the City of Lake Dallas?

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Property Owner: _____

Owner's Phone: _____

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Describe the scope of work for the proposed Storefront Improvement project.

Grant Amount Requested: _____

Estimated Cost of the Project: _____

Worked to be performed by: _____

Project Start Date: _____

Please include the following information with your application:

1. Photographs of the existing building
2. Drawings or renderings of the proposed improvements
3. Written description of the proposed improvements
 - Includes building materials and color schemes to be used

4.—A copy of ~~contractor bids from at least two (2) different contractors~~from. The bids should be less than 91 days old.

By affixing your signature, the applicant acknowledges they have read and agree to the City of Lake Dallas Community Development Corporation BIG Program Guidelines. The applicant understands that all grants are awarded on rebate basis after all work has been certified completed by the City Manager. It is expressly understood that work commenced or completed prior to the final approval of the grant is ineligible for funding. The applicant is solely responsible for overseeing the work and will not seek to hold the City of Lake Dallas or the Lake Dallas Community Development Corporation liable for any property damage, personal injury, or other loss related the BIG Program. The applicant agrees to indemnify the City of Lake Dallas, the Lake Dallas Community Development Corporation and/or their agents, employees, officers and/or directors from any claims or damages resulting from the project, including reasonable attorneys' fees.

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Real Property Owner:

Print Name: _____

Signature: _____

Date: _____

Business Owner:

Print Name: _____

Signature: _____

Date: _____

**City of Lake Dallas
Business Improvement Grant (B.I.G.) Program
Guidelines and Application**

I. INTRODUCTION

The City of Lake Dallas Community Development Corporation (CDC) has implemented a Business Improvement Grant (BIG) Program that provides technical and financial assistance to property owners seeking to renovate or restore their exterior signage, lighting or commercial building façades. The BIG Program's objectives are to improve the physical appearance of businesses and enhance the city's commercial corridors.

The BIG Program offers a 1:1 (50%) matching grant of up to \$10,000 for the funding of well-designed improvements. Improvements may include the restoration of architectural details, ~~better~~ new windows and doors up to current energy code, and ~~well-~~well-proportioned signage and lighting. City staff will be available to provide assistance to applicants through the conceptual stage at no cost to the applicants.

Projects in the city's Main Street/Downtown Overlay district may be eligible for 2:1 (66%) matching grant of up to \$10,000.

II. ELIGIBILITY CRITERIA

The following criteria must be met for participation in the Business Improvement Grant Program:

1. Applicant(s) must be the commercial property owner located within the city limits of Lake Dallas.
2. Preference will be given to independent businesses not required by contractual arrangement to maintain standardized décor, architecture, signs or similar features.
3. Nonconforming signage on property, if applicable, must be permanently removed as part of the improvement, unless the signage is historically significant.
4. Property owners must be ~~up-up-to-to~~ up-to-date on all municipal taxes, and have no outstanding code violations prior to participation in the program.
5. Applicant(s) must comply with all Federal, State and local laws and regulations pertaining to licensing, permits, building code and zoning requirements.
6. Applicant must enter into an Economic Development Agreement with the CDC.
- ~~6-7.~~ Applicant may submit another BIG Program application for the same property one year from the date of the signed previous agreement.

III. DESIGN PRINCIPLES AND GUIDELINES

Improvements to be funded by the program must be compatible with the character and architecture of the individual building as well as, to the extent appropriate, with other buildings along the street on which the participating storefront is located. Buildings with significant architectural qualities

are strongly encouraged to restore and maintain these features. Improvements for buildings not having such architectural features should still be carefully considered and be seen as an opportunity to substantially enhance the appearance of the buildings and their streetscapes and conform to the City's targeted image for the area.

A. Eligible Facade/Signage Improvements

Storefronts should be oriented to the pedestrian and provide visual interest both day and night. Effort should be made to facilitate access into the store and to create a store identity unique to Lake Dallas and/or the respective neighborhood. The following improvements are ~~encouraged~~grant eligible:

1. ~~Restoration of~~ing details ~~in of historically~~historically-contributing or significant buildings, and removal of elements which cover architectural details.
2. ~~Replacing, adding, or repairing~~Window ~~window~~ display areas which are appropriately scaled and ~~which~~ facilitate night viewing.
3. Window replacement and window framing which is visible from the street, ~~which is and~~ appropriately scaled to the building.
4. ~~Additional~~Replacing, repairing or adding exterior signage that is attractively (subjective?) integrated into the architecture of the building, including the window area, awnings or canopies, and entryways.
5. ~~Replacing, repairing or adding exterior light fixtures~~Lighting that ~~is~~are visually appealing (subjective?) and appropriately illuminates signage, storefront window displays, and recessed areas of a building façade.
6. ~~Awnings~~Replacing, repairing or adding awnings or canopies that ~~can~~bear both functional and visually appealing (subjective?).
7. ~~Curbing~~Installing curbing, irrigation, approved trees (Does LD have an approved trees list?), landscaping beds (not including planting material why not?) or other landscaping features attached to the building, where appropriate, ~~not to exceed twenty percent (20%) of the project budget. All newly-installed landscapes must have underground or drip irrigation or a water harvesting system.~~
8. Cleaning, repainting or re-siding of building.
9. ~~New storefront construction~~Constructing new storefront which is appropriately scaled ~~within on~~ an existing building.
10. ~~Removing or altering~~at of architectural barriers to public accessibility unless removal or alteration significantly changes the historic facade.
11. ~~Installing fences, gates and dumpster revetments built to code. If fences or gates are constructed of wood, they are required to be sealed from the elements.~~

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Other improvements ~~can be made~~will be considered with written approval from the City Manager, if they meet the objectives of the Storefront Business Improvement Grant Program.

B. Prior Improvements

Alterations and improvements made prior to approval of the BIG Program application by the CDC are not eligible for reimbursement.

C. Alterations

The applicant must agree not to change or alter the ~~improved façade~~ improvements without prior written approval from the Community Development Corporation for three (3) years from the date of the rebate check issued under the Business Improvement Grant Program. The applicant agrees to return a pro-rated amount of the grant money received if the improvement is removed or altered within three (3) years.

IV. PROGRAM ASSISTANCE

A. Financial Assistance

Funding offered is a matching grant in which the Business Improvement Grant Program reimburses the applicant fifty percent (50%) of total project costs, up to a \$10,000 maximum match for ~~façade-exterior~~ improvements.

Projects in the city's Main Street/Downtown Overlay district may be eligible for 2:1 (66%) of total project costs, up to a \$10,000 maximum match for ~~façade-exterior~~ improvements.

Upon completion of the project, the City Manager will review the project. Receipts for labor and materials should be submitted to ~~the~~ city staff for review. There will be no reimbursement for work performed by the business or property owner or for work that is covered under insurance. A reimbursement check will only be issued after the project is determined complete and all receipts have been reconciled by the Lake Dallas ~~Main Street~~ Business Improvement Grant Program.

B. Technical Assistance

City staff can provide guidance on ~~façade~~ improvements specific to individual storefronts. City staff can provide limited conceptual design assistance. The applicant will still be expected to hire his/her own licensed architect or designer, if necessary, ~~to carry forth this conceptual design to completion of construction.~~

~~Early meetings with city staff are encouraged to help avoid misunderstanding as to the eligibility of grant proposals.~~

C. Application and Information

If you wish to participate in the ~~Storefront-Business~~ Improvement Grant Program, please contact the City of Lake Dallas City Manager's Office, ~~by phone~~ at (940) 497-2226.

V. PROCEDURES

All prospective applicants must follow the procedures in the order outlined below.

1. Applicants ~~are encouraged to~~must meet with City of Lake Dallas ~~Main Street Manager staff~~ for initial project discussions.
2. ~~Applications Completed~~ applications with all required documentation are submitted to the City of Lake Dallas, Community Development Corporation.
3. City staff will review the application packet to determine grant eligibility completeness.
- ~~3.4.~~ Staff will meet with the applicant at least once prior to the application being submitted to the Community Development Corporation.
- ~~4.5.~~ Application is reviewed by the Community Development Corporation in a CDC meeting. The applicant is required to attend the meeting to present their project and answer questions.
- ~~6.~~ Approved-If the application is approved, application received a notice to proceed from city staff, the city attorney will draft an agreement to be signed by the CDC Chairperson and the business owner.
- ~~5.7.~~ Once the agreement has been signed by both parties and all necessary permits have been issued, project work may begin.
- ~~6.~~ City staff monitors and works with applicant through the construction phase.
- ~~8.~~ Grants are issued after city staff has certified the work has been completed. A reimbursement check will only be issued after the project is determined complete and all receipts have been reconciled by the Lake Dallas Business Improvement Grant Program.
- ~~7.9.~~ All work for approved projects must be completed within one year of the date of the signing of the BIG Program agreement, unless an extension is granted by the Community Development Corporation. Grant extension requests must come through the City Manager's Office.

If an application is denied, the applicant may re-submit a grant application for the same address after six months.

The Lake Dallas Community Development Corporation reserves the right to make adjustments regarding conditions and parameters outlined in these guidelines.

VI. General Conditions

1. It is expressly understood and agreed that the applicant shall be solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinances and other applicable regulations. Neither approval of a grant application

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nor payment of the grant upon completion of the project shall constitute approval by any City department or staff of the project, nor shall approval of such grant application or payment of the grant upon completion constitute a waiver by the City of any safety regulation, building code, ordinance and other applicable regulation.

2. It is expressly understood and agreed that the applicant is solely responsible for overseeing the work, and will not seek to hold the Lake Dallas Community Development Corporation, ~~Lake Dallas Main Street Program~~, the City of Lake Dallas, and/or their agents, employees, officers, and/or directors liable for any property damage, personal injury, or other loss related in any way to the ~~Storefront Business Improvement Grant~~ Program, and by submission of an application, the applicant agrees to indemnify the Lake Dallas Community Development Corporation, ~~Lake Dallas Main Street Program~~, the City of Lake Dallas, and/or their agents, employees, officers, and/or directors from any claims or damages resulting from the project, including reasonable attorneys' fees.
3. The applicant shall be responsible for maintaining sufficient insurance coverage for property damage and personal injury liability relating to the ~~Store Front Business Improvement Grant~~ Program.
4. The applicant authorizes the City of Lake Dallas to promote an approved project, including but not limited to displaying a sign at the site during and after construction, and using photographs and descriptions of the project in material and press releases.

VII. ADJUSTMENTS and TERMINATION

The applicant understands that the Lake Dallas Community Development Corporation and the City of Lake Dallas reserves the right to make changes in the conditions of the BIG Program as they determine in their sole discretion as warranted at any time, including for applications already pending.

If the applicant seeks to change the scope of their project after a grant has already been approved, the applicant must meet with the City Manager to obtain approval? to submit the scope change to the CDC?. The applicant must have written staff approval on all modifications to remain eligible for grant funding?. All work for approved projects must be completed within one year of the date of the signing of the BIG Program agreement, unless an extension is granted by the Community Development Corporation.

The City of Lake Dallas has the right to terminate any agreement under the BIG Program if a participant is found to be in violation of any conditions set forth in these guidelines or if the project has been started prior to an executed agreement with the City of Lake Dallas.

Downtown Reinvestment Grant Scoring Sheet

Name/Address of Project

Recommendations

25-30	Score	Up to \$25,000
20-24	Score	Up to \$10,000
15-19	Score	Up to \$5,000
0-14	Score	Does not meet criteria to receive grant funds

Rate this Grant Application by providing your score for each criteria.
 Scores range 0 – 5, with 5 being the highest score for each criteria listed.
 Please note that the category “Other” has a score range of 0-10, with 10 being the highest score.

GRANT SCORING CRITERIA	SCORE	NOTES
Economic Impact (0 – 5 points) (increases property value, sales tax, jobs)		
Historic Accuracy or Design Quality (0 – 5 points)		
Upgrades to utilities/Impact fees (0 – 5 points) (increases capacity to area)		
Increases population (0 – 5 points) (residents, day or night time users)		
Interior/Code Improvements (0 – 5 points) (Asbestos/mold abatement/ fire suppression system/ADA compliant)		
Other (0 – 10 points) (Shared parking/target business/promotes arts & entertainment district, longevity of business)		
TOTAL SCORE		

Please see back side for specific definitions.

- **Façade Rehabilitation**

Definition: Removing slipcovers or non-historic/added facades, repointing brick or replacing mortar joints, replacing or restoring cornices, removing paint from brick, replacing windows, restoring transom windows, roof and foundation work, exterior ADA compliant improvements.

- **New Awnings & Signs**

Definition: Replacing, adding or repairing awnings & signs. Signs may include signboards, projecting signs and pedestrian signage (includes window sign, hanging sign and awning/canopy sign).

- **Impact Fee Reimbursement**

Definition: Reimbursement for City of Denton water and wastewater impact fees.

- **Interior/Code Improvements**

Definition: Asbestos/Mold Abatement, Fire Suppression Systems, and ADA compliant improvements.

- **Utility Upgrades**

Definition: Upgrades to water, wastewater and electrical service, includes interior upgrades as well as exterior service upgrades.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Lancine Bentley, Community Development Coordinator

July 27, 2020

BIG Program Application for Jess's Laundry Wash & Fold

DESCRIPTION:

Consider the approval of an Economic Development Incentive Program - Business Improvement Grant (B.I.G.) request from Altman Enterprises, Ltd. relating to property located at 312 and 314 S. Shady Shores.

BACKGROUND INFORMATION:

On June 11, 2020, per Ordinance 2020-12, 312 S. Shady Shores Drive was rezoned from C-1 Retail District and C-3 Commercial District to a Planned Development (PD) for C-3 Commercial District and adding laundromats as a permitted use. Real property owner Robert E. Altman has leased this space to Chris and Jessica Haney who are in the process of opening a laundromat, Jess's Laundry Wash & Fold.

The city has received a BIG Program application for 312 S. Shady Shores Drive for exterior improvements for Jess's Laundry Wash & Fold. The improvements planned for this business and submitted in the grant application are:

- replacement of existing storefront windows,
- replacement of existing storefront signage with new illuminated signage,
- replacement of three parking lot light fixtures and adding three additional fixtures for a total of six LED parking lot lighting fixtures, and
- removal of seven parking lot bollards, and replacement with seven curb stops.

This property is located in the Main Street/Downtown Overlay district and is eligible for 2:1 (66%) matching grant of up to \$10,000.

Staff recommends approval of the agreement.

FINANCIAL CONSIDERATION:

The estimates for this exterior renovation project are listed below.

Window Replacement (Materials and labor)	\$7,547.81
Illuminated Signage (Design, materials, and labor)	\$4,330.00
LED Light Fixtures (Materials and labor)	\$1,908.50
Bollard Removal; Parking Stop Installation (Materials and labor)	<u>\$5,750.00</u>
TOTAL	\$23,866.31

This property eligible for a matching grant of up to \$10,000.

RECOMMENDED MOTIONS:

I move to **approve/deny** the authorization of an agreement with Altman Enterprises, Ltd for façade and exterior improvements at 312 and 314 S. Shady Shores Drive in the amount of \$10,000.

ATTACHMENT(S):

1. Application and backup
2. PowerPoint Presentation
3. Draft Agreement

City of Lake Dallas Community Development Corporation
Business Improvement Grant (BIG) Program
Application

Business Name:

Jess's Laundry Wash & Fold

Business Address:

312 S. Shady Shores Rd.

Lake Dallas, TX. 75015

Contact Person:

Jessica Haney

Phone:

214. 724. 4131

Email:

cjhaney4@verizon.net

Business Description:

Coin laundry - wash & fold service

Certificate of Occupancy/Business Registration Number and Date Issued:

Texas Sales and Use Tax I.D. Number:

3-20744-1852-9

Property Owner:

Altman Enterprise x BAalt

Owner's Phone:

214. 384. 8356

Describe the scope of work for the proposed Storefront Improvement project:

- Take down old existing non working sign box and replace with channel letters sign.
- Replace old existing muntin windows (5) with new tempered windows
- replace broken lighting (3) and adding 3 additional LED security lights. 6 total needed for square footage.
- remove 7 Bollards - fill with concrete. Install parking stops.

Grant Amount Requested: \$ 10,000.-
Estimated Cost of the Project: \$ 238166.31
Worked to be performed by: 3H Concrete, Mello Signs, Firehouse Windows, Texas made Const.
Project Start Date: _____

Please include the following information with your application:

1. Photographs of the existing building
2. Drawing or renderings of the proposed improvements
3. Written description of the proposed improvements
 - Includes building materials and color schemes to be used
4. A copy of bids from at least two (2) different contractors

By affixing your signature, the applicant acknowledges they have read and agree to the City of Lake Dallas Community Development Corporation BIG Program Guidelines. The applicant understands that all grants are awarded on rebate basis after all work has been certified completed by the City Manager. It is expressly understood that work commenced or completed prior to the final approval of the grant is ineligible for funding. The applicant is solely responsible for overseeing the work and will not seek to hold the City of Lake Dallas or the Lake Dallas Community Development Corporation liable for any property damage, personal injury, or other loss related the BIG Program. The applicant agrees to indemnify the City of Lake Dallas, the Lake Dallas Community Development Corporation and/or their agents, employees, officers and/or directors from any claims or damages resulting from the project, including reasonable attorneys' fees.

Property Owner:

Print Name:

Bob Altman

Signature:

[Handwritten Signature]

Date:

7-6-20

Business Owner:

Jessica Haney

[Handwritten Signature]

7-6-2020

* EXAMPLE OF NEW SIGN

existing mounting windows

64'-0"

12'-9"

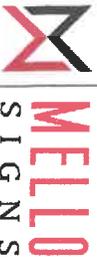
5'-6"
4'-6"

8'-0"



Parking Bollards

old existing lights



990 Kalamn Rd Suite 110 Fort Worth, TX 76117
P: 817-312-9398 C: 205-986-4036 F: 682-312-6495

JESS'S LAUNDRY

DATE:

06-15-20

SALEMAN:

BS

DRAWING NUMBER:

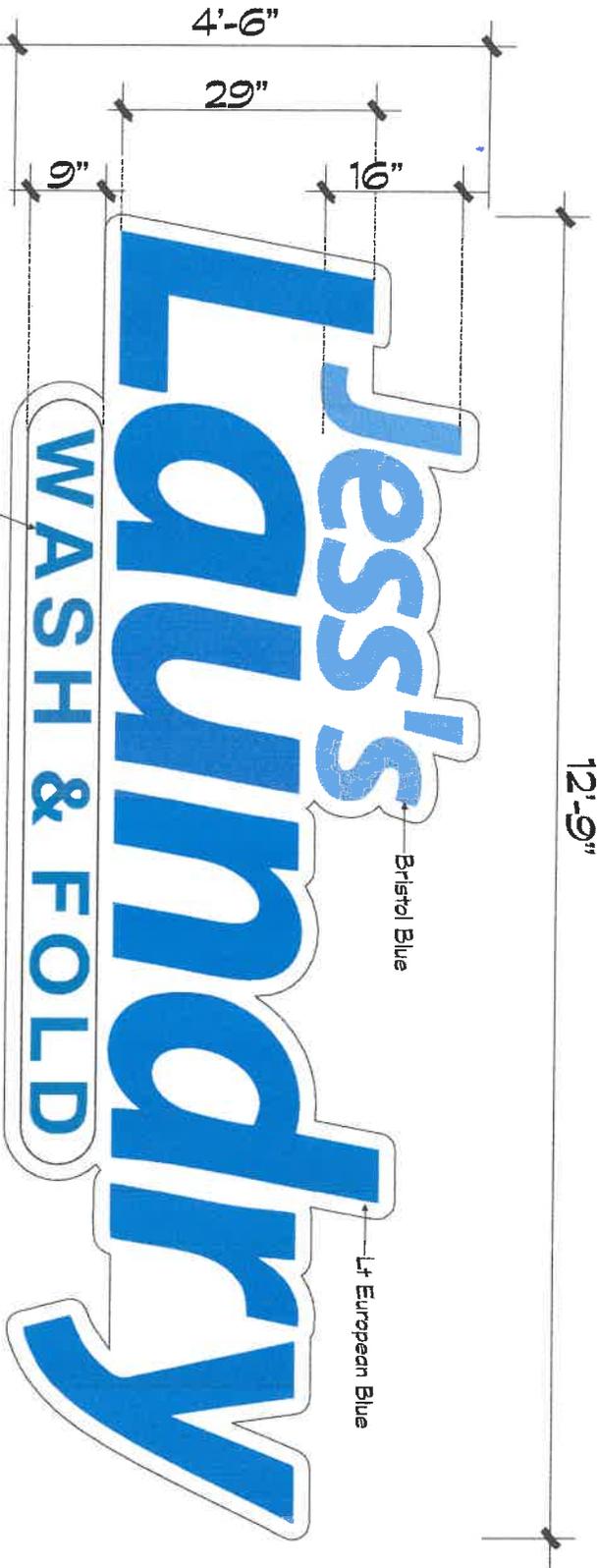
220378

REVISED:

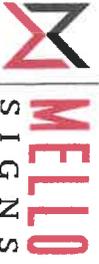
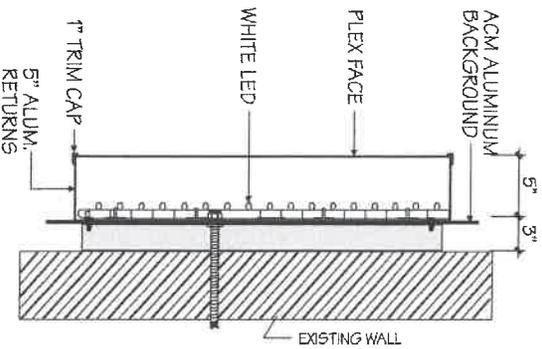
APPROVED BY:



12'-9"



- (1) SET OF ILLUMINATED CHANNEL LETTERS
- 5" WHITE ALUMINUM RETURNS
- WHITE PLEX FACES WITH BLUE TRANSLUCENT
- APPLY ON 1st SURFACE
- 1" WHITE TRIM CAP
- WHITE LED INTER. ILLUMINATED
- LETTERS TO BE MOUNTED ON WHITE ACM
- BACKGROUND AND 3" DEEP WIREWAY



950 Halburn Rd Suite 110 Fort Worth, TX 76117
 P: 817-232-3388 F: 202-586-4026 E: 682-312-8895

JESS'S LAUNDRY

DATE:

06-15-20

SALEMAN:

DRAWING NUMBER:
220378

REVISED:

APPROVED BY:



INVOICE

***Firehouse Window Replacement & More
215 Bay Meadows Ct.
Ponder, Tx 76259***

Invoice#	Job	Payment Terms	Date
0036	Jessica Haney- 312 S. Shady Shores Lake Dallas, TX 75065	Due upon receipt	5/22/2020

Qty	Description	Unit Price	Line Total
5	42 x 46 ½ Picture Window-Tempered w/ argon gas	\$1025.00	\$5125.00
5	Labor for installation	\$400.00	\$2000.00
Subtotal			\$5125.00
Sales Tax			\$422.81
Labor			\$2000.00
Total			\$7547.81

Make all checks payable to Firehouse Window Replacement & More

Thank you for your business!



990 Haltom Road, Fort Worth, Texas 76117
 Office 682-312-5338 Fax 682-312-8495
www.mello-signs.com

Estimate

This Purchase Agreement made and entered into this 18th day of June, 2020, between Mello Signs (Seller) &

Jessica Haney 3125 S Shady Shores Road, Lake Dallas, TX 75065 (Purchaser).

Job Name:	Address:	Amount
Jess's Laundry	3125 S. Shady Shores Road	
Wash & Fold	Lake Dallas, TX 75065	
JOB SCOPE:	Contact: Jessica Haney 214-724-4131	
	cjhaney4@verizon.net	
Fabricate (1) set of illuminated channel letters "Jess's Laundry WASH & FOLD" per drawing 220378.		\$6,950.00
Installation of above sign		\$950.00
Permit Acquisition fee		\$100.00
Cash		
	SUBTOTAL	\$ 8,000.00
	TAX	660.00
	CONTRACT TOTAL	\$ 8,660.00
	DOWN PAYMENT	\$ 4,330.00
	Balance Due Upon Delivery	\$4,330.00

NOTE: Primary Electrical Circuit to the Sign Location is The Purchasers Responsibility

ACCEPTED

ACCEPTED

Seller: Mello Marketing LLC
 DBA Mello Signs
 990 Haltom Rd
 Fort Worth, TX 76117

BY: Brandon Shipman

Title: Salesman

Date: 6/18/2020

Purchaser: _____

BY: X _____

Title: _____

Date: _____

*** This Purchase Agreement is subject to the Terms and Conditions attached.

05/27/2020

Texas Made Construction Contractors

469-396-4868

To:

Jess's Laundry Wash & Fold

312 S. Shady Shores Rd.

Lake Dallas, Tx. 75065

Description

Replace 3 outdoor parking lot lights.

3 light removal and new replacement lights.

Re-feed electrical power to lights.

Relocate power for all outdoor lights.

Materials:

(6) Light fixtures	\$ 600.00
175 ft. 12/2 awg mc wire	\$ 87.50
6 pancake boxes	\$ 18.00
1 cut in box	\$ 3.00

Labor: \$1200.00

Total: \$1908.50

3H Concrete Inc.

P.O. Box 776
Lake Dallas TX, 75065
Phone: 940-390-2028
Fax:
Prepared By: Bennie James

QUOTE

Customer

Jess's Laundry
Shady Shores Rd.
Lake Dallas TX, 75065

DATE:
JOB NAME:
CUSTOMER
VALID

6/25/2020
Jess's Laundry
49
30 Days

	Price Total
Metal Pipe Bollards	\$2,625.00
7.00 removal of Bollards backfill with concrete	\$ 2,625.00
Concrete Parking Stops	\$1,925.00
7.00 Parking Stops	\$1,925.00
Installation of Parking Stops	\$1,025.00
	\$ 2,950.00
Debris Removal	\$175.00
Haul Away Debris	\$175.00
	\$ 175.00
Total Bid Amount: \$ 5,750.00	

TERMS AND CONDITIONS

No Excavation, Chipping or Cutting of Rock
No Structural Steel or Decking included in this bid.
No Sealing, Staining or Stamping of concrete included
No Dirt Work included in the bid.(Unless specifically Listed)
No back fill or fine grading for landscaping
No Import of dirt or topsoil
No haul off of any kind for other trades
No permits or bonds (of any kind) included in this bid
No city or state fees
No traffic control or lane closures included in this bid
No survey of any kind
No backfill of other trades
No grade or clean up after other trades
No de-watering
Not responsible for damage to the soil caused by rain or weather
Trash to be put in onsite dumpster provided by GC
Bollards provided by others
Grounding materials provided by others
Anchor Bolts provided by others
Wash out area to be provided by others
(3H will provide eco-pans on a cost plus basis)

SUPER **M** GLASS AND ALUMINUM

543 Bennett Lane, Suite# 102

Lewisville TX 75057

972-748-9481

**** Proposal ****

Date: 06/25/2020	Job#: 2009
Bill To: Attn: Jessica	Location: 312 S. Shady Shores, Lake Dallas
Address:	
City, Zip:	Email
Phone: 214-724-4131	Terms: Half down for deposit. Balance after completion of job

Qt Y	Description	Amount
	Furnish all material & labor for installation of glass & aluminum	
	Remove existing window, dispose of debris	\$ 550.00
5	Openings @ 47" x 47" consisting of: glass & aluminum panels	\$7450.00
	Glazed with 1" OA glass units, Lo-E/clear glass	
	Framed with 2" x 4-½ bronze anodized aluminus	
	\$1490.00 x 5	
	Sub-total	\$8,000
	Deposit	
	Total Due	\$8,000

More than fast. More than signs.®
fastsigns.com/9

Payment Terms: Cash Customer

Created Date: 6/24/2020

DESCRIPTION: Exterior Channel Letter Sign

Bill To: Jess's Laundry Wash & Fold
312 S. Shady Shores
Lake Dallas, TX 75065
US

Installed: Jess's Laundry Wash & Fold
Jessica Haney
312 S. Shady Shores
Lake Dallas, TX 75065
US

Requested By: Jessica Haney
Email: cjhaney4@verizon.net

Salesperson: Fred Tuggle
Email: fred.tuggle@fastsigns.com
Entered By: Fred Tuggle

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	Exterior Channel Letter Sign	1	\$6,099.94	\$6,099.94	\$6,099.94
1.1	Channel Letters - Part Qty: 1 Text: Jess's Laundry [channel letters] Wash & Fold [in pill box] Remove existing pan sign. Manufacture new front lit channel letter sign on ACM panel and install with existing power lines. Process permit. Use customer supplied design for layout and colors.			Product Discount Applied: (25.00%) \$2,033.31	
1.2	Vinyl - Calendared Printed (HxW) w/ Matte Laminate - Part Qty: 1 Width: 153.00" Height: 54.00" Text: Jess's Laundry [channel letters] Wash & Fold [in pill box]				

OR Logo + art work fee + 875

All Estimates are valid for 30 days.

Subtotal:	\$6,099.94
Taxable Amount:	\$6,099.94
Taxes:	\$503.25
Grand Total:	\$6,603.19
Deposit Required:	\$3,301.60

** w/ art work*
\$7478.19

TERMS AND CONDITIONS

INVOICES & CANCELLATION OF ORDERS: FASTSIGNS 10501 (Vendor) prepares your order according to your specifications. Therefore,

IES ELECTRICAL SERVICES

972.562.7724

ATTN:

JESSICA HANEY

JESS'S LAUNDRY WASH & FOLD

312 S. SHADY SHORES RD.

LAKE DALLAS, TX. 75065

Replace all exterior lighting (as discussed)

(3) Remove exterior lighting

Bid includes parts and labor

Total: \$2040.00

**PLATATS
CONCRETE PUMPING, INC.**

411 E. Jones St
Lewisville, TX 75057

972.219.5987

CUSTOMER

Date: 06/17/2020

Jess's Laundry

312 S. Shady Shores Rd.

Lake Dallas, Tx. 75065

-Remove 7 bollards
-Install 7 paking stops
-Add additional concrete from bollard removal
-Removal of debris

TOTAL: \$5,240.00

**ALL ESTIMATES ARE VALID FOR 30 DAYS.*

STATE OF TEXAS §
 § ECONOMIC DEVELOPMENT AGREEMENT
COUNTY OF DALLAS §

This Economic Development Agreement (“Agreement”) is made by and between the Lake Dallas Community Development Corporation (“LDCDC”), and Altman Enterprises, Ltd., a Texas limited partnership (f/k/a Altman Enterprises, Inc.) (“Company”) (LDCDC and Company collectively referred to herein as the “Parties” or singularly a “Party”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, Company is the owner of the building located at 314 S. Shady Shores, Lake Dallas, Texas (the “Improvements”) which is located on the Property; and

WHEREAS, Company has advised LDCDC that a contributing factor that would induce Company to make certain improvements to the Property and exterior facade of the Improvements would be an agreement by LDCDC to provide an economic development grant to Company to defray a portion of the costs to construct the Facade Improvements (hereinafter defined); and

WHEREAS, LDCDC has adopted programs, specifically, the Business Improvement Grant Program, for promoting economic development within the City of Lake Dallas, Texas (“City”); and

WHEREAS, LDCDC desires to encourage business expansions within the City that will add property tax base and generate additional sales tax and other revenue for LDCDC and the City; and

WHEREAS, promoting the expansion of existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of City; and

WHEREAS, the Development Corporation Act, Chapter 501-505 of the Texas Local Government Code, (the “Act”) authorizes the LDCDC to provide economic development grants for land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by LDCDC’s directors to promote new or expanded business development; and

WHEREAS, the LDCDC Board of Directors has determined that the Business Improvement Grant (hereinafter defined) to be made hereunder is required or suitable to promote or develop new or expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

WHEREAS, LDCDC has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by LDCDC pursuant to and in accordance with those programs; and

WHEREAS, LDCDC has determined that making an economic development grant to Company in accordance with this Agreement will further the objectives of LDCDC and City, will benefit LDCDC, City and City’s inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Bankruptcy or Insolvency” means the dissolution or termination of Company’s existence, insolvency, employment of receiver for any part of Company’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“Business Improvement Grant” means an economic development grant provided by LDCDC to Company in accordance with the provisions of the Act and this Agreement in the amount of sixty-six percent (66%) of the costs of the Façade Improvements, but in no case exceeding Ten Thousand and No/100 Dollars (\$10,000.00), to be paid as set forth herein.

“Commencement of Construction means that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Façade Improvements; (ii) all necessary permits for the construction of the Façade Improvements pursuant to the plans therefore have been issued by all the applicable governmental authorities; and (iii) construction of the Façade Improvements has commenced.

“Completion of Construction” means that: (i) substantial completion of the Façade Improvements has occurred; and (ii) City has conducted a final inspection of the Façade Improvements.

“Effective Date” means the date this Agreement bears the signatures of authorized representatives of all of the Parties.

“Expiration Date” means the third (3rd) anniversary date of the Business Improvement Grant is paid to Company.

“Façade Improvements” means the renovation of the exterior façade of the Improvements as described in **Exhibit “A”**.

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion,

insurrection, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, but may not impact any payments to be made hereunder.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company with respect to the Improvements or any property or any business owned by Company within the City.

“Improvements” means the building located on the Property.

“Payment Request” shall mean a written request from Company to LDCDC for payment of the Business Improvement Grant accompanied by: (i) copies of paid invoices, receipts and other evidence of the costs incurred and paid by Company for the Facade Improvements; (ii) digital photographs of the Improvements prior to and following Completion of Construction of the Facade Improvements; and (iii) such other information, as may reasonably be requested by LDCDC.

“Property” means the real property described in Exhibit “B” attached hereto and incorporated herein by reference.

“Related Agreement” means any agreement (other than this Agreement) by and between LDCDC and Company, or any of its affiliated or related entities.

“Required Use” means the continuous occupancy of not less than 2400 square foot portion of the Improvements by Tenant for a period of not less than five (5) years after the date of Completion of Construction of the Façade Improvements and use of the Improvements for a commercial laundromat.

“Tenant” means Chris Haney and Jessica Haney doing business as “Jess’s Laundry Wash & Fold.”

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Facade Improvements

3.1 Facade Improvements. Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Facade Improvements to occur within ninety (90) days after the Effective Date, and subject to events of Force Majeure to cause Completion of Construction thereof to occur within twelve (12) months thereafter.

3.2 Design and Construction Standards. Company shall design and construct the Façade Improvements in accordance with plans approved by City and in accordance with other applicable ordinances, regulations and local law. Company shall submit plans for the design and construction of the Façade Improvements to City and use best efforts to obtain approval within thirty (30) days after the Effective Date.

3.3 Business Improvement Grant Program. In connection with the Façade Improvements and receipt of the Business Improvement Grant, Company shall comply with the Business Improvement Grant Program rules which include, but are not limited to:

- (a) Nonconforming signs located on the Property, if applicable, must be permanently removed as part of the Façade Improvements;
- (b) Company must be current on the payment of all Impositions and have no outstanding violations pursuant to City's Municipal Code prior to the Effective Date and throughout the term of the Agreement (not including Class C misdemeanor traffic violations);
- (c) Company must comply with all State and local laws and regulations relating to licensing, permits, building code and zoning requirements relating to the Property;
- (d) If the Façade Improvements includes replacement or installation of new windows, any window replacement and window framing in the Improvements visible from the street must be appropriately scaled to the Improvements;
- (e) Any additional signs added as part of the Façade Improvements must be attractively integrated into the architecture of the Improvements, including the window area, awnings or canopies, and entryways;
- (f) Any additional lighting installed as part of the Façade Improvements must be visually appealing and appropriately illuminate signs, storefront window displays, and recessed areas of the Improvement's façade;
- (g) Any awnings or canopies installed on the Improvements must be both functional and visually appealing;
- (h) Any new storefront construction must be appropriately scaled within the Improvements; and
- (i) Company agrees to not change or alter the Façade Improvements without prior written approval from the LDCDC prior to the Expiration Date.

Article IV
Economic Development Grant

4.1 Payment of Grant. Subject to the obligation of Company to repay the Business Improvement Grant pursuant to Section 5.2 hereof, and the continued satisfaction of all the terms and conditions of this Agreement by Company, LDCDC agrees to provide Company with the Business Improvement Grant to be paid in a single lump sum payment within thirty (30) days after LDCDC's receipt of the Payment Request following Completion of Construction of the last of the Facade Improvements and LDCDC verification of the costs paid and incurred by Company for the Facade Improvements. Failure of Company to submit a Payment Request for the Business Improvement Grant, accompanied by the required records, documentation and digital photographs, on or before the 180th day after Completion of Construction of the Facade Improvements shall result in forfeiture of the payment of the Business Improvement Grant.

4.2 Availability of Funds. The Business Improvement Grant made hereunder shall be provided solely from lawfully available funds. LDCDC shall have no obligation or liability to pay any portion of the Business Improvement Grant unless LDCDC appropriates funds to make such payment during the budget year in which the payment of the Business Improvement Grant is due. LDCDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of LDCDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution without the prior written consent of LDCDC.

Article V
Conditions to Economic Development Grant

The obligation of LDCDC to pay the Façade Grant shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the following conditions.

5.1 Payment Request. Company shall, as a condition precedent to the payment of the Business Improvement Grant, provide LDCDC with the applicable Payment Request.

5.2 Good Standing. Company shall not have an uncured breach or default of this Agreement, or a Related Agreement.

5.3 Required Use. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Improvements shall be used for the Required Use, and the operation and occupancy of the Tenant within the Improvements shall not cease for more than thirty (30) days except in connection with and to the extent of an event of Force Majeure. Nothing herein shall be construed as prohibiting Company from allowing other tenants to occupy the Improvements during the term of this Agreement provided Tenant continues to occupy the Improvements during the term of this Agreement as required by this Section 5.3.

5.4 Facade Improvement Plans. LDCDC shall have approved plans for the Facade Improvements.

Article VI Termination; Repayment

6.1 Termination. This Agreement shall terminate upon any one of the following:

- (a) by written agreement of the Parties;
- (b) on the Expiration Date;
- (c) by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement, or a Related Agreement, and such default or breach is not cured within thirty (30) days after written notice thereof;
- (d) by LDCDC, if Company suffers an event of Bankruptcy or Insolvency;
- (e) by LDCDC, if any Impositions owed to City or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions); or
- (f) by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

6.2. Repayment. In the event the Agreement is terminated by LDCDC pursuant to Section 6.1(c), (d), (e), or (f), Company shall immediately repay to LDCDC an amount equal to the Business Improvement Grant previously paid by LDCDC to Company immediately preceding the date of such termination, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by LDCDC) as its prime or base commercial lending rate, from the date on which the Grant(s) is paid by LDCDC until such Grant(s) is refunded by Company. Notwithstanding the foregoing to the contrary, if this Agreement is terminated by LDCDC pursuant to Section 6.1(c) because Company modified the Façade Improvements prior to the Expiration Date, the amount of the Business Improvement Grant to be repaid by Company to LDCDC shall be prorated on a daily basis based on the number of days between the date of Completion of Construction and the date the Façade Improvements were modified in relation to 1095 days. The repayment obligation of Company set forth in this section 6.2 hereof shall survive termination.

Article VII Miscellaneous

7.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

7.2 Limitation on Liability. It is understood and agreed between the Parties that Company and LDCDC, in satisfying the conditions of this Agreement, have acted independently, and LDCDC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless LDCDC from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of Company's performance of the conditions under this Agreement.

7.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

7.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

If intended for LDCDC, to:

With a copy to:

Lake Dallas Community Development Corporation
c/o City Manager, City of Lake Dallas
212 Main Street
Lake Dallas, Texas 75065

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 N. Akard, Suite 1800
Dallas, Texas 75201

If intended for Company, to:

Altman Enterprises, Ltd.
Attn: Robert E. Altman
P.O. Box 296
Roanoke, Texas 76262-0296

7.5 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

7.6 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

7.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

7.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

7.9 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

7.10 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

7.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

7.12 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

7.13 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.14 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by Company without the prior written consent of the City Manager, which consent shall not be unreasonably withheld, conditioned or delayed.

7.15 Right of Offset. LDCDC may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to LDCDC from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, or otherwise, and regardless of whether or not the debt due LDCDC has been reduced to judgment by a court.

7.16 Employment of Undocumented Workers. During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the Business Improvement Grant, and any other funds received by Company from LDCDC as of the date of such violation within one hundred twenty (120) days after the date Company is notified by LDCDC of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid.

(Signature Page to Follow)

SIGNED AND AGREED on this _____ day of _____, 2020.

LAKE DALLAS COMMUNITY DEVELOPMENT CORPORATION

By: _____
Mike Mayberry
Chairman, Board of Directors

SIGNED AND AGREED on this _____ day of _____, 2020.

ALTMAN ENTERPRISES, LTD.

**BY: ALTMAN MANAGEMENT, LLC,
ITS GENERAL PARTNER**

By: _____
Robert E. Altman, Member

EXHIBIT “A”

Description of Facade Improvements at 314 S. Shady Shores Road

1. Replace existing storefront windows
2. Replace existing storefront signs with new illuminated signs in compliance with City sign regulations
3. Remove three existing parking lot light fixtures and install six LED parking lot lighting fixtures
4. Remove seven existing parking lot bollards and replace with seven curb stops.

EXHIBIT "B"
Description of the Property

A tract of land situated in the M. Wright Survey, Abstract No. 1355, in the City of Lake Dallas, Denton County, Texas, being that tract of land conveyed by Deed from James G. Henderson to Tim Beauchamp recorded in Volume 2612, Page 964, Deed Records, Denton County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at an iron rod set for corner in Shady Shores Road, a public roadway, point being the most Westerly corner of that tract of land conveyed by Deed from Jess Prideaux and Olin Lane to David C. Cole et al, recorded in Volume 926, Page 889, Deed Records, Denton County, Texas;

Thence, North 36 degrees 45 minutes 06 seconds West, 181.91 feet, with Shady Shores Road to an iron rod set for corner, point being the most Southerly corner of that certain tract of land conveyed by Deed from DJD Enterprises to Jerry D. Frankson, recorded under Clerk's File No. 95-R0064685, Real Property Records, Denton County, Texas;

Thence, North 53 degrees 14 minutes 30 seconds East, 149.66 feet, with the Southeast line of Frankson tract to an iron rod found for corner in the Southwest line of that tract of land conveyed by Deed from Billie Frances, McInnish Whiteside and Dewey Whiteside to George P. Baine and wife, Vilma Baine, recorded in Volume 965, Page 56, Deed Records, Denton County, Texas;

Thence, South 36 degrees 45 minutes 06 seconds East, passing at 73.5 feet the most Westerly corner of that tract of land conveyed by Deed from Lake Cities Savings and Loan Association to Paul M. Peters and wife, Veronica Peters, recorded in Volume 982, Page 722, Deed Records, Denton County, Texas, a total distance of 188.96 feet with the Southwest line of Baine and Peters tracts to an iron rod set for corner, being the most Northerly corner of Cole tract;

Thence, South 55 degrees 56 minutes 19 seconds West, 149.83 feet, with the Northwest line of Cole tract to the Place of Beginning, containing 0.637 acres of land.

LESS AND EXCEPT that certain 0.041 acre tract of the subject property as conveyed to McMo Investments, LLC by Altman Enterprises by Warranty Deed recorded 09/10/2010 in Instrument File No. 2010-90012, Official Records of Denton County, Texas.