



**TOWN OF SHADY SHORES
REGULAR TOWN COUNCIL MEETING
JULY 11, 2016 7:00 PM
SHADY SHORES COMMUNITY CENTER
101 S. SHADY SHORES ROAD
SHADY SHORES, TX 76208**

AGENDA

1. CALL TO ORDER
2. ROLL CALL
Establish a quorum.
3. 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.)
4. OATH OF OFFICE
Deliver the oath of office to the newly appointed Mayor Aughinbaugh. Deliver the oath of office to Councilmember Matthew Haines.
5. COUNCILMEMBER/COMMITTEE/STAFF REPORTS:
 - 5.I. MONTHLY REPORTS:
 - A. Community Events (Mindy Grimes)
 - B. Keep Shady Shores Beautiful (Ashlea Grimes)
 - C. Animal Control (Grimes)
 - D. Code Enforcement (Grimes)
 - E. Police Report (Haines)
 - F. Fire Report (Woolworth)
 - G. Planning and Zoning Report (Lea)
 - H. Staff Report (Withers)
 - I. Road Repairs and Flooding Issues Update
 - J. Announcements
 1. Upcoming Budget Worksessions
 2. Re-dedication of Olive's Garden and Olive Stephens 100th birthday celebration, August 20th,

Documents:

[COPY OF SS POLICE ACTIVITY 2016 MAY.PDF](#)
[PERMITREPORT7-8-201612-29 PM.PDF](#)
[JUNE 2016.PDF](#)

6. CONSENT AGENDA
Each item listed on the consent agenda is considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.
 - A. June 2016 Financial Reports
 - B. Minutes of the June 13, 2016, Regular Town Council Meeting
 - C. Resolution voting for a member to serve on the Denco 9-1-1 Board
 - D. Resolution authorizing bank signatories
 - E. Investment Committee Report
 - F. Interlocal Agreement Denton County Tax Collection

Documents:

[RESOLUTION PACKET TO CAST A VOTE FOR DENCO 9-1-1.PDF](#)
[INTERLOCAL WITH DENTON COUNTY FOR TAX COLLECTION 2016-2017.PDF](#)
[06.13.2016 CC MINUTES.PDF](#)
[RESOLUTION BANK SIGNATORIES 06.2016.PDF](#)

7. CITIZENS COMMENTS-PURSUANT TO THE STATE OF TEXAS OPEN MEETINGS STATUTE:
The governing body of the Town of Shady Shores may not take action on items not posted on the agenda. Those items mentioned by citizens may be placed on a future agenda.
8. COUNCILMEMBER APPOINTMENT

Conduct interviews for the vacant councilmember seat, place 4. Consider and act on the appointment of an individual to fill the place 4 vacancy.

Documents:

[AGENDA MEMO COUNCIL MEMBER APPOINTMENTS 07.11.2016.PDF](#)
[LINETT, MIKE_REDACTED.PDF](#)
[GARY GOLDSMITH RESUME_REDACTED.PDF](#)
[NELSON, JACK.PDF](#)
[GRAHAM, FRANK_REDACTED.PDF](#)

9. FIRE DEPARTMENT CONTRACT

Conduct a discussion relative to Fire Department Contract. Discuss goals and objectives for Fire Service and how it relates to the Town of Shady Shores. Consider and act on hiring a consultant to evaluate Fire Services.

Documents:

[AGENDA MEMO FIRE DEPARTMENT CONTRACT 07.11.2016.DOCX](#)

10. VARIANCE TO THE TOWN OF SHADY SHORES CODE OF ORDINANCES CHAPTER 3, ARTICLE 3.07

The Orchards HOA is asking for a variance to the sign ordinance in order to install permanent "Keep off the Grass" Signs.

Documents:

[AGENDA MEMO VARIANCE TO THE SIGN ORDINANCE 07.11.2016.PDF](#)
[GRASS2 \(3\).PDF](#)
[THE ORCHARDS \(2\).PDF](#)
[SIGN ORDINANCE.PDF](#)

11. CODE ENFORCEMENT SERVICES

Review Code Enforcement Services for the previous quarter.

Documents:

[CODE ENFORCEMENT 07.08.2016.DOCX](#)

12. FRITZ LANE S. SHADY SHORES ROAD UPDATES

13. WASTE MANAGEMENT RECYCLING ISSUES

Consider and discuss a pending settlement with Waste Management for mishandled recycling materials.

Documents:

[AGENDA MEMO WASTE MANAGEMENT RECYCLING ISSUES 0613.2016.PDF](#)

14. BUDGET WORKSESSION

Conduct a worksession relative to the 2016-2017 Fiscal Year Budget.

Documents:

[ROAD REPAIR PROJECTS \(AUTOSAVED\).PDF](#)
[BUDGET - DRAFT.PDF](#)

15. 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.

A. Government Code 551.074- Personnel Matters

to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

1. Discuss the appointment of an individual to fill the Place #4 vacancy on the Shady Shores Town Council.

B. Government Code 551.071 - Consultation with Attorney 1. Town of Shady Shores Vs Sarah Swanson

2. Waste Management Recycling Issues

16. ACTION AS RESULT OF EXECUTIVE SESSION

Consider and take action on any items necessary as a result of Executive Session.

17. FUTURE AGENDA ITEMS AND STAFF DIRECTION

Discuss future agenda items and provide staff direction.

18. ADJOURN

I, Cindy Aughinbaugh, Mayor Pro Tem of the Town of Shady Shores do hereby certify that the above notice of the Regular Council Meeting was posted on the bulletin board at the Community Center, 101 S. Shady Shores Road, Shady Shores, Texas on _____ day of _____, 2016 at _____.

Approved:

Cindy Aughinbaugh, Mayor

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 the 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)

IN ADDITION, A QUORUM OF PLANNING AND ZONING COMMISSION MEMBERS MAY CHOOSE TO ATTEND THE TOWN COUNCIL MEETING POSTED ABOVE. THEREFORE, THIS IS NOTICE OF A PLANNING AND ZONING COMMISSION MEETING AT THE SAME TIME AND PLACE, WITH THE SAME AGENDA AS THE TOWN COUNCIL MEETING. IN THE EVENT A QUORUM OF PLANNING AND ZONING COMMISSION MEMBERS ARE PRESENT AT THE MEETING, NO ACTION OF THE PLANNING AND ZONING COMMISSION WILL BE TAKEN. THIS NOTICE IS POSTED AT THE TIME STATED ABOVE.



CORINTH POLICE DEPARTMENT



January 2016 Summary

OFFENSES

ASSAULTS	
Misdemeanor	1
Felony	0
FAMILY VIOLENCE ASSAULTS	
Misdemeanor	0
Felony	0
SEXUAL OFFENSES	
Total Sexual Offenses	0
DEATH - CRIMINAL (Homicide / Manslaughter)	
Total Criminal Deaths	0
MOTOR VEHICLE THEFTS	
Total Motor Vehicle Thefts	0
BURGLARY	
Residential	0
Motor Vehicle	0
Business / Construction	0
THEFT	
General / Shoplifting	1
ROBBERY	
Individual	0
Business	0
CRIMINAL MISCHIEF	
Vandalism / Graffiti	2
ALCOHOL RELATED	
Driving While Intoxicated	0
Driving Under Influence - Minor	0
Public Intoxication	0
Other Alcohol Related	0
DRUG RELATED	
Possession of Drugs	0
Poss of Drug Paraphernalia	0
Manuf./ Delivery of Drugs	0
TOTAL REPORTED OFFENSES	4

ACTIVITIES

CALLS FOR SERVICE	
Total Calls for Service	77
COMMUNITY POLICING	
Vacation Watches	70
Community Services Programs Presented	0
Community Services Functions Attended	0
Direct Patrol / Park and Walk	56
ARRESTS	
Juvenile	0
Adult	1
Total Arrests	1
INVESTIGATIONS	
New Cases	4
Cases Cleared	2
Cases Declared Inactive	0
Cases Filed	4
TRAFFIC ENFORCEMENT	
Citations - Traffic	7
Citations - Non-Traffic	0
Total Citations	7
Warnings	6
Total Citations / Warnings	13
MOTOR VEHICLE ACCIDENTS	
Offense Related	0
Traffic Accidents - Injury	1
Traffic Accidents - No Injury	0
Total Accidents	1
FALSE ALARMS	
False Alarms	6
JUVENILE CURFEW ENFORCEMENT	
Citations	0
Arrests	0
OFFICER CONDUCT	
Commendations Received	1
Complaints Received	1
Complaints Substantiated/Sustained	0
Complaints Unsubstantiated / Not Sustained	0



CORINTH POLICE DEPARTMENT



February 2016 Summary

OFFENSES

ASSAULTS	
Misdemeanor	0
Felony	0
FAMILY VIOLENCE ASSAULTS	
Misdemeanor	0
Felony	0
SEXUAL OFFENSES	
Total Sexual Offenses	0
DEATH - CRIMINAL (Homicide / Manslaughter)	
Total Criminal Deaths	0
MOTOR VEHICLE THEFTS	
Total Motor Vehicle Thefts	0
BURGLARY	
Residential	0
Motor Vehicle	0
Business / Construction	0
THEFT	
General / Shoplifting	1
ROBBERY	
Individual	0
Business	0
CRIMINAL MISCHIEF	
Vandalism / Graffiti	2
ALCOHOL RELATED	
Driving While Intoxicated	0
Driving Under Influence - Minor	0
Public Intoxication	0
Other Alcohol Related	0
DRUG RELATED	
Possession of Drugs	1
Poss of Drug Paraphernalia	0
Manuf./ Delivery of Drugs	0
TOTAL REPORTED OFFENSES	4

ACTIVITIES

CALLS FOR SERVICE	
Total Calls for Service	76
COMMUNITY POLICING	
Vacation Watches	67
Community Services Programs Presented	0
Community Services Functions Attended	0
Direct Patrol / Park and Walk	54
ARRESTS	
Juvenile	1
Adult	0
Total Arrests	0
INVESTIGATIONS	
New Cases	7
Cases Cleared	1
Cases Declared Inactive	3
Cases Filed	1
TRAFFIC ENFORCEMENT	
Citations - Traffic	13
Citations - Non-Traffic	0
Total Citations	13
Warnings	6
Total Citations / Warnings	19
MOTOR VEHICLE ACCIDENTS	
Offense Related	0
Traffic Accidents - Injury	0
Traffic Accidents - No Injury	1
Total Accidents	1
FALSE ALARMS	
False Alarms	0
JUVENILE CURFEW ENFORCEMENT	
Citations	0
Arrests	0
OFFICER CONDUCT	
Commendations Received	9
Complaints Received	0
Complaints Substantiated/Sustained	0
Complaints Unsubstantiated / Not Sustained	0



CORINTH POLICE DEPARTMENT



March 2016 Summary

OFFENSES

ASSAULTS	
Misdemeanor	0
Felony	0
FAMILY VIOLENCE ASSAULTS	
Misdemeanor	0
Felony	1
SEXUAL OFFENSES	
Total Sexual Offenses	0
DEATH - CRIMINAL (Homicide / Manslaughter)	
Total Criminal Deaths	0
MOTOR VEHICLE THEFTS	
Total Motor Vehicle Thefts	0
BURGLARY	
Residential	0
Motor Vehicle	0
Business / Construction	0
THEFT	
General / Shoplifting	1
ROBBERY	
Individual	0
Business	0
CRIMINAL MISCHIEF	
Vandalism / Graffiti	3
ALCOHOL RELATED	
Driving While Intoxicated	1
Driving Under Influence - Minor	0
Public Intoxication	0
Other Alcohol Related	0
DRUG RELATED	
Possession of Drugs	1
Poss of Drug Paraphernalia	1
Manuf./ Delivery of Drugs	0
TOTAL REPORTED OFFENSES	8

ACTIVITIES

CALLS FOR SERVICE	
Total Calls for Service	89
COMMUNITY POLICING	
Vacation Watches	68
Community Services Programs Presented	
Community Services Functions Attended	
Direct Patrol / Park and Walk	62
ARRESTS	
Juvenile	1
Adult	1
Total Arrests	2
INVESTIGATIONS	
New Cases	9
Cases Cleared	0
Cases Declared Inactive	0
Cases Filed	6
TRAFFIC ENFORCEMENT	
Citations - Traffic	0
Citations - Non-Traffic	1
Total Citations	7
Warnings	5
Total Citations / Warnings	13
MOTOR VEHICLE ACCIDENTS	
Offense Related	0
Traffic Accidents - Injury	1
Traffic Accidents - No Injury	0
Total Accidents	1
FALSE ALARMS	
False Alarms	2
JUVENILE CURFEW ENFORCEMENT	
Citations	0
Arrests	0
OFFICER CONDUCT	
Commendations Received	5
Complaints Received	1
Complaints Substantiated/Sustained	1
Complaints Unsubstantiated / Not Sustained	0



CORINTH POLICE DEPARTMENT



April 2016 Summary

OFFENSES

ASSAULTS	
Misdemeanor	0
Felony	0
FAMILY VIOLENCE ASSAULTS	
Misdemeanor	1
Felony	0
SEXUAL OFFENSES	
Total Sexual Offenses	0
DEATH - CRIMINAL (Homicide / Manslaughter)	
Total Criminal Deaths	0
MOTOR VEHICLE THEFTS	
Total Motor Vehicle Thefts	0
BURGLARY	
Residential	1
Motor Vehicle	0
Business / Construction	0
THEFT	
General / Shoplifting	1
ROBBERY	
Individual	0
Business	0
CRIMINAL MISCHIEF	
Vandalism / Graffiti	0
ALCOHOL RELATED	
Driving While Intoxicated	1
Driving Under Influence - Minor	0
Public Intoxication	0
Other Alcohol Related	0
DRUG RELATED	
Possession of Drugs	1
Poss of Drug Paraphernalia	1
Manuf./ Delivery of Drugs	0
TOTAL REPORTED OFFENSES	6

ACTIVITIES

CALLS FOR SERVICE	
Total Calls for Service	74
COMMUNITY POLICING	
Vacation Watches	9
Community Services Programs Presented	
Community Services Functions Attended	
Direct Patrol / Park and Walk	70
ARRESTS	
Juvenile	0
Adult	1
Total Arrests	1
INVESTIGATIONS	
New Cases	9
Cases Cleared	0
Cases Declared Inactive	1
Cases Filed	0
TRAFFIC ENFORCEMENT	
Citations - Traffic	7
Citations - Non-Traffic	1
Total Citations	8
Warnings	4
Total Citations / Warnings	12
MOTOR VEHICLE ACCIDENTS	
Offense Related	1
Traffic Accidents - Injury	1
Traffic Accidents - No Injury	0
Total Accidents	1
FALSE ALARMS	
False Alarms	2
JUVENILE CURFEW ENFORCEMENT	
Citations	0
Arrests	0
OFFICER CONDUCT	
Commendations Received	3
Complaints Received	0
Complaints Substantiated/Sustained	0
Complaints Unsubstantiated / Not Sustained	0



CORINTH POLICE DEPARTMENT



May 2016 Summary

OFFENSES

ASSAULTS	
Misdemeanor	1
Felony	1
FAMILY VIOLENCE ASSAULTS	
Misdemeanor	2
Felony	0
SEXUAL OFFENSES	
Total Sexual Offenses	1
DEATH - CRIMINAL (Homicide / Manslaughter)	
Total Criminal Deaths	0
MOTOR VEHICLE THEFTS	
Total Motor Vehicle Thefts	0
BURGLARY	
Residential	1
Motor Vehicle	1
Business / Construction	0
THEFT	
General / Shoplifting	0
ROBBERY	
Individual	0
Business	0
CRIMINAL MISCHIEF	
Vandalism / Graffiti	0
ALCOHOL RELATED	
Driving While Intoxicated	0
Driving Under Influence - Minor	0
Public Intoxication	0
Other Alcohol Related	0
DRUG RELATED	
Possession of Drugs	0
Poss of Drug Paraphernalia	0
Manuf./ Delivery of Drugs	0
TOTAL REPORTED OFFENSES	7

ACTIVITIES

CALLS FOR SERVICE	
Total Calls for Service	61
COMMUNITY POLICING	
Vacation Watches	107
Community Services Programs Presented	
Community Services Functions Attended	
Direct Patrol / Park and Walk	79
ARRESTS	
Juvenile	0
Adult	3
Total Arrests	3
INVESTIGATIONS	
New Cases	8
Cases Cleared	3
Cases Declared Inactive	0
Cases Filed	0
TRAFFIC ENFORCEMENT	
Citations - Traffic	8
Citations - Non-Traffic	2
Total Citations	10
Warnings	6
Total Citations / Warnings	16
MOTOR VEHICLE ACCIDENTS	
Offense Related	0
Traffic Accidents - Injury	0
Traffic Accidents - No Injury	0
Total Accidents	0
FALSE ALARMS	
False Alarms	7
JUVENILE CURFEW ENFORCEMENT	
Citations	0
Arrests	
OFFICER CONDUCT	
Commendations Received	1
Complaints Received	0
Complaints Substantiated/Sustained	0
Complaints Unsubstantiated / Not Sustained	0

Permit Report

7/8/2016

Permit #	Permit Type	Status	Issued Date	Completed Date	Estimated Value	Square Footage
16-00046-01	Electrical Permit	Issued	6/3/2016			
16-00048-01	Roof Permit	Completed	6/23/2016	6/16/2016		
16-00049-01	Hot Water Heater Permit	Completed	6/15/2016	6/24/2016		
16-00050-01	HVAC Permit	Issued	6/15/2016			
16-00051-01	Accessory Structure Permit	Applied			\$6,091.81	256.00
16-00053-01	New Residence Permit	Applied			\$350,000.00	3400.00
16-00054-01	Water Well Permit	Applied				
16-00055-01	Plumbing Permit	Issued	6/28/2016		\$1,200.00	
16-00056-01	Accessory Structure Permit	Issued	6/28/2016		\$3,000.00	
16-00057-01	Plumbing Permit	Issued	6/28/2016			
16-00058-01	Remodel and Addition Permit	Issued	6/28/2016			651.00
16-00059-01	HVAC Permit	Completed	6/28/2016	7/1/2016		
16-00060-01	Accessory Structure Permit	Issued	7/1/2016		\$40,000.00	1200.00
16-00061-01	Approach Culvert Flatwork Permit	Issued	6/28/2016			
16-00062-01	Hot Water Heater Permit	Applied				



Denco Area 9-1-1 District

1075 Princeton Street • Lewisville, TX 75067 • Mailing: PO BOX 293058 • Lewisville, TX 75029-3058
Phone: 972-221-0911 • Fax: 972-420-0709

TO: Denco Area 9-1-1 District Participating Jurisdictions
FROM: Mark Payne, Executive Director 
DATE: June 16, 2016
RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On March 15, 2016, the Denco Area 9-1-1 District requested participating municipalities nominate a representative for potential appointment to the district's board of managers. The following nominations were received by the June 15, 2016 deadline:

Nominee
Jim Carter

Nominating Municipality
City of Carrollton
City of Corinth
City of Highland Village
City of Lake Dallas
City of Lewisville
City of Sanger
City of The Colony
Town of Argyle
Town of Bartonville
Town of Copper Canyon
Town of Double Oak
Town of Hickory Creek
Town of North Lake
Town of Shady Shores
Town of Trophy Club

Brandon Barth

Town of Flower Mound

Gary Johnson

City of Roanoke

Paul Young

City of Pilot Point

The Denco Area 9-1-1 District requests that each participating municipality vote for one of the nominees and advise the district of its selection by 5 p.m. on September 15, 2016. Notification must come in the form of official council action. Enclosed is a sample resolution you may wish to use as well as bios or resumes of the nominees. Also enclosed for your reference, is a copy of the resolution outlining the board appointment process and a list of current board members.

Please send a copy of the resolution recording your council's action by mail to: Denco Area 9-1-1 District, P.O. Box 293058, Lewisville, TX 75029-3058 or fax it to 972-353-6363. You may also email your response to Andrea Zepeda, Executive Assistant at andrea.zepeda@denco.org.

Thank you for your assistance in this matter.

Enclosures

Council Resolution No. _____

A RESOLUTION FOR THE APPOINTMENT OF ONE MEMBER TO THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT.

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY / TOWN OF _____, TEXAS:

Section 1

The City / Town of _____ hereby

VOTES TO APPOINT _____ as a member of the Board of Managers of the Denco Area 9-1-1 District.

Section 2

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the _____ day of _____, 2016.

Mayor _____

City / Town of _____

ATTEST:

APPROVED AS TO FORM:

City / Town Secretary

City / Town Attorney

DENCO AREA 9-1-1 DISTRICT

RESOLUTION

DEFINING PROCEDURE FOR APPOINTMENT OF PARTICIPATING MUNICIPALITIES' REPRESENTATIVE TO THE DISTRICT BOARD OF MANAGERS

WHEREAS, this resolution shall take the place of Resolution 1999.02.04.R01 by the same title; and

WHEREAS, Chapter 772, Texas Health and Safety Code provides for the Denco Area 9-1-1 District Board of Managers to have "two members appointed jointly by all the participating municipalities located in whole or part of the district."; and

WHEREAS, each member serves a term of two years beginning on October 1st of the year member is appointed; and

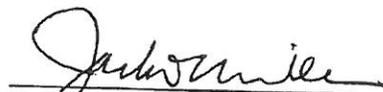
WHEREAS, one member representing participating municipalities is appointed each year.

NOW, THEREFORE BE IT RESOLVED BY THE DENCO AREA 9-1-1 DISTRICT BOARD OF MANAGERS:

The procedure for participating municipalities to appoint a representative to the Denco Area 9-1-1 District Board of Managers shall be the following:

1. **Nominate Candidate:** Prior to March 15th of each year, the executive director shall send a written notice to the mayor of each participating municipality advising that nominations are being accepted until June 15th of that same year, for one of the municipal representatives to the Denco Area 9-1-1 District Board of Managers. The notice shall advise the mayors that for a nomination to be considered, written notification of council action must be received at the Denco office prior to 5:00 p.m. on June 15th of that year. No nominations shall be considered after that time.
2. **Vote for Candidate:** On June 16th of each year, the executive director shall send written notice to the mayor of each participating municipality, providing the slate of nominees to be considered for appointment to the Denco Area 9-1-1 District Board of Managers for the term beginning October 1st. The notice shall advise the mayor that the city/town council shall vote, by resolution from such city/town, for one of the nominees. Written notice of the council's selection must be received at the district office by 5:00 p.m. on September 15th. No votes will be accepted after that time.
3. **Tally Votes:** The one nominee with the most votes received by the deadline will be the municipal representative appointed for the two-year term beginning October 1st.
4. **Tie Breaker:** If there is a tie between two candidates with the most votes, a runoff election will be held immediately with the candidate receiving the most votes serving the remainder of the term. The incumbent representative shall serve in that position until replaced.

APPROVED and ADOPTED on this 10th day of March 2016.


Chairman of the Board


Secretary of the Board

Denco Area 9-1-1 District Board of Managers FY2016

Jack Miller, Chairman

- Appointed by Denton County Commissioners Court
- Member since October 2000
- Term expires September 2016
- Former mayor and council member of Denton
- Self-employed as a human resource manager

Bill Lawrence, Vice Chair

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2017
- Former Mayor of Highland Village
- Businessman, Highland Village

Chief Terry McGrath, Secretary

- Appointed by Denton County Fire Chief's Association
- Member since October 2011
- Term expires September 2017
- Assistant Fire Chief, City of Lewisville

Jim Carter

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2016
- President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

Sue Tejml

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2017
- Mayor, Town of Copper Canyon
- Attorney at Law

Rob McGee

- Non-voting member appointed by largest telephone company (Verizon)
- Member since 2012
- Serves until replaced by telephone company
- Manager, Region Network Reliability, Verizon

All voting members serve two-year terms and are eligible for re-appointment.

JIM CARTER

6101 Long Prairie Road, Suite 744-110 (817) 239-7791
Flower Mound, Texas 75028 jcarter@halff.com

EDUCATION

College Degree: University of Georgia, B.B.A. Finance
Post Graduate: Georgia Tech, University of Tennessee, University of Michigan,
Texas Women's University, American Management Association

PROFESSIONAL EXPERIENCE

Department Head, Finance General Motors Corporation
Senior Vice-President Frito-Lay, Inc., International and Domestic Development
President, C.E.O Mercantile Corporation
Responsible for 3 Banks, developed 2,000 prime commercial
acres in Fort Worth adjacent to I-35W
Current: Principal James P. Carter & Associates – Consultant & Mediator
To business and governmental entities
Professional Licenses Texas Real Estate License, Certified Mediator

PUBLIC SERVICE EXPERIENCE

Mayor Trophy Club, Texas – 14 years
Municipal Court Judge Trophy Club, Texas – 12 years
County Commissioner Denton County, Texas – 8 years
Vice President Texas Association of Counties
President Denton County Emergency Services District #1
Fire and Emergency Medical over 56 square miles
Serving 5 municipalities: (Argyle, Bartonville, Copper
Canyon, Corral City and Northlake);
Lantana Freshwater Supply Districts #6 and #7
and rural areas of Denton County
Texas State Board Member SAFE-D – Trains Emergency Services District Commissioners
Board Member Denco 911 Emergency telecommunications system that assists its
member jurisdictions in responding to police, fire and
medical emergency calls.

COMMUNITY AND CHARITY SERVICES

Baylor Healthcare System	Trustee – 10 Years
University of North Texas	President’s Council
Texas Student Housing Corp	Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin
Boy Scouts of America	Longhorn Council, District Chairman
First Baptist Church, Trophy Club	Chairman, Stewardship Committee
American Heart Association	Board of Directors, Celebrity Waiter

BUSINESS ORGANIZATIONS

North Texas Council of Governments	Transportation Board
Fort Worth Chamber of Commerce	Chairman, North Area Chamber Annual Golf Tournament Economic Development Council Governmental Affairs Committee
Texas Alliance for Growth Greater Fort Worth Area	Legislative Committee
Northeast Leadership Forum	Board of Directors, Chairman Mayors Forum, Chairman Legislative Committee
Metroport Partnership	Founding Member and Chairman
Northwest Community Partners	Founding Member, Chairman Board of Directors
Industrial Developer Association	Developer Representative

Honors: Who’s Who in the South and Southwest, Who’s Who in U.S. Executives

Brandon Barth

PROFILE SUMMARY

Results-oriented, dependable self-starter who is knowledgeable of and experienced in media relations, customer service, safety, and hazardous materials work in a fast-paced, high-stress environment. Exhibits superior communication and multi-tasking skills with an acute attention to detail.

EDUCATION

Bachelor of Business Administration, International Business
Georgia College & State University, Milledgeville, GA, May 2007

PROFESSIONAL EXPERIENCE

Flower Mound Fire Department, Town of Flower Mound, TX

March 2014-Present

Emergency Management Officer

- Examines potential disaster events and evaluates the effect on the Town.
- Produces the Town's Emergency Operations Plan. Plans the Town's response to disasters and ensures that all entities are able to respond as outlined in the Emergency Operations Plan.
- Serves in the Town's Emergency Operation Center (EOC), if activated.
- Trains and coordinates activities in preparing for or responding to disaster situations with all Town departments, neighboring communities, schools, hospitals, and public and private agencies
- Responsible for designing, training, and evaluation of periodic exercises to test elements of emergency plan.
- Responsible for ensuring operability of outdoor warning and other Town emergency communication systems.
- Serves as liaison with community, state and federal authorities concerned with disaster planning and response.
- Serves as one of the fire department's Fire Investigators
- Maintains certification as a State of Texas Firefighter and National Registry Emergency Medical Technician
- Coordinates the fire department's Citizen Fire Academy
- Serves as a Public Information Officer

Allied International Emergency, Fort Worth, TX

September 2013-March 2014

Operations Manager

- Managed the daily operations of the company's Fort Worth/Corporate branch.
- Oversaw multiple hazardous materials and environmental remediation projects daily (500+ annually) in a rapid paced environment with multiple deadlines.
- Prepared bids and proposals to current and future customers.
- Ensured that all supplies and equipment at the facility are in a constant state of operational readiness.
- Provided response and laboratory reports to customers as well as state regulatory agencies regarding hazardous material/environmental incidents.
- Executed service agreements with new customers during an emergency response.

Brandon Barth

Allied International Emergency, Fort Worth, TX

May 2011-September 2013

Project Manager

- Managed personnel at various types of hazardous materials and environmental incidents ranging from tractor-trailer accidents to chemical plant fires per OSHA 1910.120 and requiring travel to various cities and states on a moment's notice.
- Supervised projects through the emergency response, mitigation, remediation, and closure phases.
- Oversaw the decontamination of Naturally Occurring Radioactive Materials (NORM) as a Radiation Safety Officer.
- Performed confined space entry and confined space rescue standby as outlined by OSHA 1910.146.
- Interacted with customers as well as state regulatory agencies such as the Texas Railroad Commission and the Texas Commission on Environmental Quality during hazardous materials incidents as well as environmental emergencies.
- Responsible for the profiling and disposal of hazardous, non-hazardous, and RCRA E&P exempt waste streams.
- Maintained an up-to-date survey that tracks employees' training, certifications, fit tests, and physical exams to ensure conformance with OSHA regulations.
- Conducted sampling of water, air, and soil to determine potential contamination.
- Conducted training classes for employees and customers on subjects such as hazardous materials, confined space entry, and fall protection.
- Wrote policies for new hires to the company.

Baldwin County Fire Rescue, Milledgeville, GA

January 2007-March 2011

Full-time Firefighter/Public Information Officer

As the department's Public Information Officer, responsibilities include:

- Presented a marketing/communications plan to the department's executive staff, thus creating the position of a PIO as well as creating the department's social media accounts.
- Conducted interviews with local media outlets: newspaper, radio, and TV.
- Wrote news releases and operated the department's social media site.
- Redesigned the department's report writing system and making a quick reference guide to assist those writing reports.
- Interacted with members of the community in both emergency and non-emergency settings; requiring a unique set of customer service skills.
- Worked in conjunction with the Executive Staff of the fire department in projecting their message to the public.
- Assisted in the development of presentations to the County Commissioners as well as the County Manager on behalf of the Fire Chief.
- Provided public service announcements to the public through the use of various media platforms.
- Assisted with grant and compliance research on behalf of the executive staff.

Brandon Barth

As a Firefighter, responsibilities include:

- Worked 24 hour shifts; responding to various types of emergency incidents including emergency medical calls, vehicle accidents, and fires.
 - Served as the acting-officer in charge; certified through the National Professional Qualifications Pro Board as a Fire Officer 1; overseeing the day-to-day tasks and emergency operations of the on-duty personnel when the shift officer was absent.
 - Served as part of the regional Hazardous Materials Team; certified through the National Professional Qualifications Pro Board as a Hazardous Materials Technician
 - Assisted in the training of firefighters; certified through the National Professional Qualifications Pro Board as a Fire Instructor 1
 - Provided fire safety demonstrations and classes to children in the local school system.
 - Wrote detailed incident reports based on the National Fire Incident Reporting System format.
 - Conducted pre-incident/safety inspections of commercial properties to assess dangers and to determine proper mitigation procedures based on building layout, hazards, and building construction.
 - Drove and operated fire apparatus to include engines, tankers, aerials, and rescue trucks.
- Recognition: Awarded Firefighter of the Year for 2008-2009.

Baldwin County Fire Rescue, Milledgeville, GA

January 2005-January 2007

Part-time/Volunteer Firefighter

While pursuing bachelor's degree, worked part-time covering shifts for full-time personnel who were on leave. Was entrusted to work alone at stations in rural parts of the county that only had one person on-duty during a shift. Maintained attendance in excess of 80% of emergency calls and training drills and responded to emergencies via notification by pager.

Gary D. Johnson

609 Dallas Drive

Roanoke, Texas 76262

Cell 817-832-5469

E-mail: gjohnson@roanokepolice.com

Executive Profile

A professional public safety administrator with more than 26 years of senior management experience in a modern public safety agency. Known as an innovative leader with a special talent for problem solving, and providing outstanding service to citizens and employees. Areas of strength include:

Strategic Planning
Policy Development
Operations Management
Written & Verbal Communications

Implementing Change
Budget Development & Control
Citizen & Business Relations
Training & Staff Development

Professional Experience

City of Roanoke

Assistant City Manager/Chief of Police (2015 – Present)

An executive management position responsible for seventy-one full time personnel and all public safety operations. Oversee the creation and administration of five departmental budgets exceeding 9 million dollars, and provide leadership and guidance to five high level managers. Project manager for a new digital P25 public safety radio system including all new equipment in the 911 call center.

City of Roanoke Police Department

Chief of Police (2003 – Present)

An executive management position responsible for thirty-nine full time personnel and all Police operations. Responsible for policy development and implementation within an ever changing judicial and legislative environment. Responsible for the creation and administration of an annual budget of 5 million dollars, and the allocation of all assigned resources.

Key Contributions

- Reorganized personnel and schedules that resulted in a significant increase in overall productivity.
- Created a positive and collaborative environment with internal and external stakeholders to identify problems and improve relationships.
- Initiated a two part National Night Out event that resulted in a national award.
- Created a Citizens Police Academy and Citizens on Patrol organization.

- Implemented Texas Police Chiefs Best Practices program by directing the complete re-write of policies and procedures, and meeting 165 strict standards that allowed the department to become “Recognized Agency” after passing a two day inspection by outside assessors.
- Using a regional approach help to create a multi-agency Swat Team that dramatically reduced the cost of this specialized service.

City of Watauga, Department of Public Safety

Deputy Director of Public Safety (1989 – 2003)

A senior management position responsible for a staff of fifty-two full time personnel and all public safety operations. Areas of responsibility include: police patrol and traffic enforcement, fire suppression, criminal investigations, community services, departmental records, training, fire inspections, 9-1-1 communications, animal control, contract administration, public information, professional standards, and policy development. The Deputy Director is also responsible for the creation and administration of the annual General Fund and Crime Control District budgets that exceed 3.5 million dollars.

Key Contributions

- Implemented scenario based policy training that significantly increased understanding and compliance with new policies.
- Developed and implemented a new departmental salary structure within budget constraints, thereby greatly reducing employee turnover.
- Created a survey card system that gathers citizen input and evaluates performance of all services rendered.
- Authored bid specifications, evaluated proposals, recommended final purchase, and supervised the training and installation of a public safety software and radio communications system.
- Developed a plan and budget proposal for the continuation of a Crime Control District. Worked closely with City Council to organize and schedule presentations made to several key citizen groups that resulted in the continuation of a one-half cent sales tax to fund the Crime Control District.
- Conducted an in-depth analytical analysis of the City’s contract ambulance service and options for change. Successfully implemented a City operated ambulance service within a mandated ninety-day time frame.

Patrol Captain, Police and Fire Services (1988-1989)

A command level position directly responsible for the day-to-day operations and delivery of first line police, fire, and emergency medical services to the community. Maintained staffing levels to ensure adequate personnel resources on a twenty-four hour a day basis. Responsible for the training and operation of the department’s Special Weapons and Tactics team and Reserve Police Officer’s Program.

Key Contributions

- Created a career development program for commissioned personnel.
- Initiated a new process for the testing and evaluation of candidates for the position of public safety officer.

- Developed and instituted a system that accommodated the needed shift rotation while allowing patrol personnel to attend college classes.

Patrol Sergeant, Police and Fire Services (1984-1988)

A first line supervisor position responsible for the activities of four public safety officers while directly delivering police, fire, and emergency medical services to the community. Served as the department's training officer.

Key Contributions

- Authored a grant application that resulted in the award of a five-year grant for a crime prevention officer, a new van, and related equipment.
- Co-leader of a dual city murder investigation that led to the arrest and conviction of the perpetrator.
- Instrumental in the formation of a Special Weapons and Tactics Team. Served as the team's commander for 5+ years.
- Successfully planned and executed over seventy high risk narcotic search warrants without an incident of serious injury to officers or suspects.

Police Officer/PSO, Police and Fire Services (1982-1984)

Delivered first line police, fire, and emergency medical services to the community. Conducted police patrols and traffic enforcement, investigated crimes, initiated arrests of suspected perpetrators, extinguished fires, and provided medical treatment to the sick and injured.

Town of Fairview, Strategic Planning Consultant (April – November, 2000)

Provided professional assistance to a committee of citizens and political leaders in the development of a five-year strategic plan for the Town's Public Safety Department. After a completed plan was in place assisted with the selection of a new Public Safety Director.

Education & Credentials

Master of Public Administration (2000)
University of North Texas, Denton, Texas
Member Pi Alpha Alpha National Honor Society

Bachelor of Applied Arts and Sciences (1997)
Interdisciplinary Studies, Criminal Justice/Management
Dallas Baptist University, Dallas, Texas

Specialized Training

F.B.I. National Academy (2001)
Federal Bureau of Investigation
Quantico, Virginia

School of Police Supervision (1987)
The Southwestern Law Enforcement Institute
Richardson, Texas

Certifications & Licenses

Texas Master Peace Officer License
Texas Peace Officer Instructor License
Texas Advanced Firefighter Certification
F.A.A. Private Pilot License

Professional & Civic Organizations

Texas Police Chief's Association (2nd Vice President)
North Texas Police Chief's Association (Past President)
International Association of Chiefs of Police
Denton County Police Chief's Association
F.B.I. Academy Associates Association
Roanoke Lions Club (Charter Member)

PAUL YOUNG

940-390-4685

670 W Walcott, Pilot Point, TX 76258

pyoung@cityofpilotpoint.org

Objective

Denco 911 Board

Education

- Weatherford College 2013 – AAS Fire Administration
- Weatherford College 2013 – AAS Fire Protection Technology
- Considered for Phi Theta Kappa
- Texas Commission on Fire Protection—Master Firefighter
- Texas Commission on Fire Protection Fire Instructor II
- Texas Commission on Fire Protection Field Examiner
- UT Southwestern EMT Basic 1988
- Metrocrest Medical School—Paramedic 1995
- National Fire Academy - Fire Service Supervision 2008
- Wildland Firefighter I Red Card 2009

Experience

May 2014 – Present

Pilot Point City Council – Place 1

October 1984 - March 1988 Volunteer Firefighter

Lewisville Volunteer Fire Department | Lewisville, TX

March 1988 – September 2014 Firefighter Paramedic

Lewisville FD: Served on the Strategy and goals committee for the Lewisville Fire Department
Trained new paramedics and assisted in continuing education for current paramedics as Field Training Officer from 2001-2006

Acted as a Second Driver Engineer from 1990 – present

Firefighter / Paramedic for the Lewisville Fire Department

Fire Dispatcher May 2014 –September 2014



2008-2010 Chief Officer

Pilot Point Fire Department
Division Chief of Operations, Assistant Chief and Interim Fire Chief
Directed day to day operations, commanded emergency operations, created budget
Oversaw final inspection and acceptance of new 2000 gallon water tender
Chaired the Brush Truck Spec committee for Pilot Point Fire Department
Wrote and awarded a grant for \$47,000 from the Assistance For Firefighters fund

2010 - 2013 Firefighter / Paramedic

Texas Motor Speedway
On - track Firefighter / Jump Medic

2005 - 2010 Pit Road Medic

Texas Motor Speedway

1997 - 2003 Firefighter / Paramedic

Highland Village Fire Department
Part time Firefighter / Paramedic
Responsible for training new paramedics and newly hired fire officers
Coordinated renovation and construction of the dormitory for the fire station
Assisted in the transition from an all-volunteer department to a combination department
Substituted for Captains on leave

1998 Paramedic

Pilot Point Ambulance Service

1994-1996 Volunteer Firefighter

Pilot Point Volunteer Fire Department
Firefighter, Assistant Chief, and Captain

Skills

- Computer literate, able to use Windows 10, MS Office 2010, mapping programs
- Working knowledge of dealing with underfunded and understaffed fire departments
- Familiarity in both rural, and suburban firefighting techniques
- Working knowledge of current dispatching systems used by Lewisville FD/PD

Professional References

Chief Joe Florentino
Little Elm Fire Department
Little Elm, Tx.
469-853-4229

Chief Ken Swindle
Krum Fire Department
Krum, TX
972-571-6330

Calvin Allison (ret)
Clear Water, Florida
903-815-1582



DENTON COUNTY
Office of
Michelle French, P.C.C.
Tax Assessor/Collector
1505 E. McKinney St.
Denton, TX 76209

June 27, 2016

Dear Taxing Entities,

The 2016 Denton County Interlocal Collection Agreement has been finalized for issuance. The parcel fee for consolidated collections for the 2016 tax year is \$0.72 per parcel. There are no significant changes in the Agreement. However it should be noted that the Interlocal Agreement is to be submitted to the Denton County Tax Office by September 5, 2016. This will provide the necessary time to add the Agreement to the Denton County Commissioners Court Agenda to be properly executed prior to October 1, 2016.

We are providing the Agreement in PDF format for your convenience. Please complete the Agreement inserting the name of your entity and dates.

The Agreement must be submitted to our office in triplicate. Please print three (3) copies of the completed Agreement and have all copies signed by the appropriate person in your entity. Failure to submit three (3) originally signed Agreements may delay processing through Commissioners Court.

Municipalities that have approved the creation of a Public Improvement District (PID) must complete the Public Improvement District Agreement. The proper Agreement will be dependent on whether the PID is a rate based or fixed lien assessment district. Please feel free to contact our office to assist you should you have questions about which district Agreement you may need to complete.

The address to mail the completed Agreements is as follows:

Office of Michelle French
Denton County Tax Assessor/Collector
P.O. Box 90223
Denton, TX 76202
Attn: Michelle French

The physical address is as follows:

Office of Michelle French
1505 E. McKinney Street
Denton, TX 76209
Attn: Michelle French

As always, our office is here to assist you with any questions or concerns. We thank you for allowing Denton County to provide consolidated collections to your entity in order to better serve our mutual constituents.

Best Regards,

A handwritten signature in blue ink that reads "Michelle French".

Michelle French
Denton County Tax Assessor/Collector

Motor Vehicle Department
P.O. Box 90204
Denton, TX 76202-5204
940-349-3510

www.tax.dentoncounty.com

Property Tax Department
P.O. Box 90223
Denton, TX 76202-5223
940-349-3500

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR TAX COLLECTION
BETWEEN DENTON COUNTY, TEXAS, AND
CITY/TOWN OF**

THIS AGREEMENT is made and entered into this 11th
day of July 2016, by and between **DENTON COUNTY**, a political
subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the
City/Town of Shady Shores, Denton County, Texas, also a political
subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

WHEREAS, COUNTY and MUNICIPALITY mutually desire to be subject to
the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation
Act, and V.T.C.A., Tax Code, Section 6.24 and 25.17 and;

WHEREAS, MUNICIPALITY has the authority to contract with the **COUNTY**
for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and
COUNTY has the authority to so act;

NOW THEREFORE, COUNTY and MUNICIPALITY, for and in
consideration of the mutual promises, covenants, and agreements herein contained, do
agree as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2016. The term of this Agreement shall be for a period of one year, from October 1, 2016, to and through September 30, 2017. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement.

MUNICIPALITY agrees to deliver this agreement no later than September 5, 2016 or the first Monday of September 2016 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for parcels in Denton County of the **MUNICIPALITY** for ad valorem tax collection for tax year 2016, and each tax year for the duration of this Agreement. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax

statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by COUNTY; provide daily and monthly collection reports to MUNICIPALITY; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to MUNICIPALITY daily (business day) based on prior day tax postings. COUNTY agrees to approve and refund overpayment or erroneous payment of taxes for MUNICIPALITY pursuant to Texas Property Tax code Sections 31.11 and 31.12 from available current tax collections of MUNICIPALITY; meet the requirements of Section 26.04 of the Texas Tax Code; and to develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.

3. COUNTY further agrees that it will calculate the effective tax rates and rollback tax rates for MUNICIPALITY and that such calculations will be provided at no additional cost to MUNICIPALITY. The information concerning the effective and rollback tax rates will be published in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A. Tax Code. MUNICIPALITY shall notify tax assessor-collector no later than July 25th of each year that MUNICIPALITY wishes publication of forms or notices specified in this section. MUNICIPALITY further agrees that if COUNTY calculates effective and rollback tax rates, COUNTY shall publish the required notices on behalf of MUNICIPALITY.

It is understood and agreed by the parties that the expense of publication shall be borne by MUNICIPALITY and that COUNTY shall provide MUNICIPALITY's billing address to the newspaper publishing the effective and rollback tax rates.

4. COUNTY agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code and Section 140.010 of Local Government Code, if MUNICIPALITY requests such 7 days in advance of the intended publication date, COUNTY agrees to manage all notices and publications on behalf of MUNICIPALITY if request is received no later than July 25th. MUNICIPALITY must approve all calculations and notices, in the format required by COUNTY, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of MUNICIPALITY.

5. Should MUNICIPALITY vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of MUNICIPALITY.

6. COUNTY agrees to develop and maintain written policies and procedures of its operation. COUNTY further agrees to make available full information about the operation of the County Tax Office to MUNICIPALITY, and to promptly furnish written reports to keep MUNICIPALITY informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the Tax Assessor/Collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2017. **COUNTY** agrees to mail a reminder notice to delinquent property accounts in the month of February notifying that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2017. The reminder notices will be mailed between February 5, 2017 and February 28, 2017.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily

basis through September 30, 2017. COUNTY will provide monthly Maintenance and Operation (hereinafter referred to as "MO"), and Interest and Sinking (hereinafter referred to as "IS") collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. MUNICIPALITY retains its right to select its own delinquent tax collection attorney and COUNTY agrees to reasonably cooperate with the attorney selected by MUNICIPALITY in the collection of delinquent taxes and related activities.

13. MUNICIPALITY will provide COUNTY with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for COUNTY with MUNICIPALITY. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of COUNTY; shall devote sufficient time and attention to the execution of said duties on behalf of COUNTY in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of COUNTY and MUNICIPALITY.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

MUNICIPALITY understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

VII.

For the services rendered during the 2016 tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10th or as soon thereafter as practical. In order to expedite mailing of tax statements the **MUNICIPALITY** must adopt their 2016 tax rate by September 29, 2016. Failure of the **MUNICIPALITY** to adopt a tax rate by September 29, 2016 may cause delay in timely mailing of tax statements. Pursuant to Texas Property Tax Code §26.05 the **MUNICIPALITY** must adopt a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received. Failure to adopt and deliver a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. Notwithstanding the provisions of the Tax Code, if **MUNICIPALITY** fails to deliver the adopted tax rates (M&O and I&S) to the Tax Assessor Collector by September 29, 2016, it may will cause a delay in the publication and release of tax statements.

2. **COUNTY** will mail an additional notice during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28, 2017. The fee for this service will be a rate not to exceed \$0.72 per statement.

3. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, **COUNTY** shall mail a delinquent tax statement meeting the

requirements of Section 33.11 of the Texas Property Tax Code to the owner of each parcel to the owner of each parcel having delinquent taxes.

4. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, COUNTY will mail a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

5. For accounts which become delinquent on or after June 1st, COUNTY shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

6. In event of a successful rollback election which takes place after tax bills for MUNICIPALITY have been mailed, MUNICIPALITY agrees to pay COUNTY a programming charge of \$5,000.00. COUNTY will mail corrected statements to the owner of each parcel. COUNTY will charge a fee for this service at a rate not to exceed \$0.72 per statement pursuant to Property Tax Code Section 26.07 (f). When a refund is required per Property Tax Code Section 26.07 (g), COUNTY will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the COUNTY. MUNICIPALITY will be billed for the refunds, postage and processing fees.

7. MUNICIPALITY understands and agrees that COUNTY will, no later than January 31st, deduct from current collections of the MUNICIPALITY the "Total Cost" of providing all services described in paragraphs 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. The "Total Cost" of providing all services described in paragraphs 1-5 above shall be the total of:

\$ 0.72 x the total number of parcels listed on MUNICIPALITY's September 30, 2016 end of year Tax Roll for tax year 2015.

In the event that a rollback election as described in paragraph 6 takes place, COUNTY shall bill MUNICIPALITY for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. MUNICIPALITY shall pay COUNTY all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, COUNTY shall bill MUNICIPALITY for such amounts. MUNICIPALITY shall pay COUNTY all such billed amounts within 30 days of its receipt of said bill.

8. MUNICIPALITY further understands and agrees that COUNTY (at its sole discretion) may increase or decrease the amounts charged to MUNICIPALITY for any renewal year of this Agreement, provided that COUNTY gives written notice to MUNICIPALITY sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the COUNTY in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on MUNICIPALITY's behalf and to deposit such funds into the MUNICIPALITY's depositories as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to MUNICIPALITY depository accounts only, and segregated into the appropriate MO and IS accounts. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to MUNICIPALITY.

2. If MUNICIPALITY uses the same depository as COUNTY, the deposits of tax, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, COUNTY further agrees that deposits will be made daily through September 30, 2017. It is expressly understood, however, that this obligation of COUNTY shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that COUNTY experiences shortage in collections as a result of an outstanding tax debt of MUNICIPALITY, the MUNICIPALITY agrees a payment in the amount of shortage shall be made by check or ACH to COUNTY within 15 days after notification of such shortage.

IX.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. COUNTY shall be obligated to provide services pursuant to this Agreement, during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:
County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone 940-349-2820

MUNICIPALITY:

The City/Town of _____

Address: _____

City, State, Zip: _____

Telephone: _____ Email: _____

XII.

MUNICIPALITY hereby designates Wendy W. Myers to act on behalf of MUNICIPALITY, and to serve as Liaison for MUNICIPALITY to ensure the performance of all duties and obligations of MUNICIPALITY as stated in this Agreement. MUNICIPALITY's designee shall devote sufficient time and attention to the execution of said duties on behalf of MUNICIPALITY in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the MUNICIPALITY employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of MUNICIPALITY and COUNTY.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this, _____ day of _____ 2016.

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

MUNICIPALITY

Town/City: _____
Address: _____
City, State, Zip: _____

BY: _____
Honorable Mary Horn
Denton County Judge

BY: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name _____
Title _____

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French
Denton County
Tax Assessor/Collector

Denton County Assistant
District Attorney



**TOWN OF SHADY SHORES
REGULAR TOWN COUNCIL MEETING
JUNE 13, 2016 7:00 PM
SHADY SHORES COMMUNITY CENTER
101 S. SHADY SHORES ROAD
SHADY SHORES, TX 76208**

MINUTES

Cindy Aughinbaugh	Mayor Pro Tem	Present
Charles Grimes	Councilmember	Present
Matthew Haines	Councilmember	Absent
Paula Woolworth	Councilmember	Present
Tom Newell	Councilmember	Present

Also Present: Wendy Withers, Town Secretary; Amber Schuler, Municipal Court Clerk; Jim Shepherd, Town Attorney

1. CALL TO ORDER

Mayor Pro Tem Cindy Aughinbaugh called the meeting to order at 7:22 pm.

2. ROLL CALL

Establish a quorum.

Mayor Pro Tem Cindy Aughinbaugh called the roll and a quorum was established for the record.

3. 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.)

4. OATH OF OFFICE

Deliver the Oath of Office to the following Town Officials for the term beginning May 2016 and ending May 2018.

1. Cindy Aughinbaugh- Place 4
2. Matthew Haines - Place 1
3. Charles Grimes - Place 5

Town Secretary Wendy Withers gave the Oath of Office to Mayor Pro Tem Cindy Aughinbaugh. Mayor Pro Tem Cindy Aughinbaugh gave the Oath of Office to Councilmember Charles Grimes

5. COUNCIL APPOINTMENTS

Consider, discuss and take action on the appointment of a Councilmember to serve as Mayor for the remainder of Mayor Cindy Spencer's term (May 2017). Consider; discuss the appointment of an individual to fill a vacancy on the town council as a result of appointing someone to fill the Mayor's position.

Documents: [AGENDA MEMO COUNCIL MEMBER APPOINTMENTS 06.13.2016.DOCX](#)

Paula Woolworth made a motion to appoint Cindy Aughinbaugh to serve as Mayor for the remainder of Mayor Spencer's term, (May 2017). Tom Newell seconded the motion.

DISCUSSION: Councilmembers thanked Mayor Pro Tem Cindy Aughinbaugh for her hard work acting as Mayor for the last several months.

AYES: Grimes, Aughinbaugh, Woolworth, Newell

NAYS: NONE

The motion passed unanimously.

Councilmembers discussed how to handle the appointment of a person to serve the remainder of Cindy Aughinbaugh's term (May 2018).

Paula Woolworth made a motion to advertise for applicants to fill the vacant Council Place #4, to be interviewed and decided at the next Town Council meeting. Charles Grimes seconded the motion.

DISCUSSION: Council directed staff to advertise through July 6, 2016

AYES: Grimes, Aughinbaugh, Woolworth, Newell

NAYS: None

The motion passed unanimously.

6. MAYOR PRO TEM

Consider and take action relative to nominating and appointing a Mayor Pro Tem.

Documents: [AGENDA MEMO 06.13.2016 MAYOR PRO TEM.PDF](#)

Charles Grimes made a motion to appoint Paula Woolworth to serve as Mayor Pro Tem. Tom Newell seconded the motion.

DISCUSSION: Councilmember Paula Woolworth stated she is happy to serve and was looking forward to hearing what her additional duties would be.

AYES: Grimes, Aughinbaugh, Woolworth, Newell

NAYS: NONE

The motion passed unanimously.

7. MONTHLY REPORTS:

A. Community Events (Mindy Grimes) - Chairman Mindy Grimes reported that they had been putting off moving Olive's Garden due to the rain however they planned to move the roof as soon as possible. The Committee is planning to rededicate the garden on August 20 which is also Mayor Stephen's 100th birthday.

B. Keep Shady Shores Beautiful (Ashlea Grimes)- Chairman Ashlea Grimes stated that Keep Shady Shores Beautiful Committee was working with Community Events on the Memorial Garden

Project, the Committee has also been working with Stephens Elementary helping the children work in the gardens. Plans are to have another clean-up day in the fall as the one in April was such a success. Councilmember Woolworth asked if there was still milkweed seed available. Ms. Grimes stated there was but it was not packaged at the moment.

C. Animal Control (Grimes) - Councilmember Charles Grimes gave the animal control report. Mr. Grimes reminded residents to keep their animals restrained or confined to their yards at all times. Mr. Grimes also cautioned residents to be aware that there were overabundances of snakes with the recent rainy weather.

D. Code Enforcement (Grimes)-Councilmember Grimes gave the code enforcement report. Mr. Grimes reminded residents to keep their yards mowed even though it was difficult to do at times when there had been so much rain.

E. Police Report (Haines)- Mayor Pro Tem Cindy Aughinbaugh presented the police report.

F. Fire Report (Woolworth)- Councilmember Paula Woolworth gave the fire report.

G. Planning and Zoning Report (Lea)-There Planning and Zoning Commission is currently working to update the Subdivision Ordinance.

H. Staff Report (Withers) - Wendy Withers, Town Secretary gave the staff report.

I. Road Repairs and Flooding Issues Update- Councilmember Paula Woolworth gave an update of the road repairs, and stated that Wednesday morning there would be a detailed discussion about road projects.

J. Announcements

1. Town Hall will be closed Monday, July 4th, 2016

Documents: [FIRE DEPARTMENT REPORTS MAY 2016.PDF](#), [COPY OF SS POLICE ACTIVITY 2016 \(3\).XLSX](#)

8. CITIZENS COMMENTS-PURSUANT TO THE STATE OF TEXAS OPEN MEETINGS STATUTE:

The governing body of the Town of Shady Shores may not take action on items not posted on the agenda. Those items mentioned by citizens may be placed on a future agenda.

Roy Bragg 66 Souix, Gordonville Texas wanted asked when the town was going to make road repairs and trim the bushes around his property.

Donna Bragg 203 W. 1st Street stated that in 1974 Mr. Roy Bragg was not notified that the North West portion of 1st street was going to be closed. Ms. Bragg stated there were many repairs that needed to be done if the city was not going to abandon the road. Mrs. Bragg cited repairs to the culverts; limbs that are scratching her truck; and water that pools on the road that causes mosquitoes. Mrs. Bragg stated that this was her last attempt to try and settle this matter peacefully.

9. CHARTER INTERNET SERVICES

Randy Brazell will be present to discuss internet availability; planned upgrades and existing service available to residents of Shady Shores.

Mr. Brazell answered questions regarding upgrades and internet speed. Councilmembers expressed that many residents were unhappy with the slow speeds and in efficient equipment. Mr. Brazell stated that he would take the information back to his supervisor Kevin Allen and follow up with the Town Secretary.

10. CONSENT AGENDA

Each item listed on the consent agenda is considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.

- A. May 2016 Financial Reports

- B. Minutes of the May 9, 2016, Regular Town Council Meeting
- C. Resolution approving a water well for Lance Ouellette 27 Hidden Valley

Documents: [05.09.2016 MINUTES.PDF](#), [MAY 2016 FINANCIAL REPORTS.PDF](#), [WATER WELL PERMIT 27 HIDDEN VALLEY AIRPARK.PDF](#)

Tom Newell made a motion to approve the items on the consent agenda. Charles Grimes seconded the motion.

DISCUSSION: None
AYES: Grimes, Aughinbaugh, Woolworth, Newell
NAYS: None

The motion passed unanimously.

11. ZIP CODE DISCUSSION

Consider and take action regarding information received from the US Post Office, the State Comptroller's office and Denco 9-1-1

Documents: [AGENDA MEMO ZIP CODE 06.13.2016.PDF](#), [FW_ CITY OF SHADY SHORES SALE TAX CONCERN.PDF](#)

Charles Grimes made a motion to table this agenda item to allow more time for research on the subject. Tom Newell seconded the motion.

DISCUSSION: None
AYES: Grimes, Aughinbaugh, Woolworth, Newell
NAYS: None

The motion passed unanimously.

12. UPDATE ON S. SHADY SHORES ROAD

Councilmembers Paula Woolworth and Matthew Haines will give an update regarding the bridge on S. Shady Shores Road.

Councilmember Paula Woolworth presented an estimate from the RTA (Regional Transportation Authority) and discussed the partnerships that were being developed to perform necessary upgrades to S. Shady Shores Road. The estimate indicated that the proposed scope of work could cost anywhere from \$17 million to \$43 million dollars. That being said it would be a lengthy process if any type of funding were to be approved.

Mayor Pro Tem Cindy Aughinbaugh stated that she understood that residents were frustrated with the situation, however she asked for patience as council continues to work through these issues. In the future if there are things that residents could help with such as letter writing campaigns town staff and council will advise the residents.

13. SHADY SHORES BOAT RAMP

Consider, discuss and take action relative to maintenance issues; use and care of the Shady Shores Boat Ramp.

Documents: [AGENDA MEMO SHADY SHORES BOAT RAMP 06.13.2016.PDF](#), [BILL KRUEGER SHADY SHORES BOAT RAMP.PDF](#)

Nick Augustine, 142 Quail Circle spoke on behalf of Bill Krueger who had submitted a document and asked for this item to be discussed. Mr. Augustine read the document submitted by Mr. Krueger (Exhibit A).

Councilmember Paula Woolworth stated that she has been developing a relationship with the Corps of Engineers and would address some of the concerns regarding the restriping of the parking lot and the trash and dilapidated equipment. Ms. Woolworth also reminded residents that it she and Mayor Spencer had visited with the COE

previously and discussed the addition of park benches etc. Mayor Pro Tem Cindy Aughinbaugh asked council to consider appointing a resident that would like to work with the Corps of Engineers and Councilmembers.

14. BUDGET WORKSESSION

1. Staff will present preliminary budget figures for the 2016/2017 Fiscal Year Budget.
2. Town Attorney will give a presentation on Bonds and other ways to finance Capital Projects.
3. 2016/2017 Road Repair Projects

Town Attorney Jim Shepherd gave a presentation on Bonds and other ways to finance Capital Improvement Projects.

Council previewed preliminary budget numbers and discussed road and drainage improvements for the upcoming fiscal year.

15. WASTE MANAGEMENT RECYCLING ISSUES

Consider and discuss a pending settlement with Waste Management for mishandled recycling materials.

Documents: [AGENDA MEMO WASTE MANAGEMENT RECYCLING ISSUES 0613.2016.PDF](#)

Paula Woolworth made a motion to table this agenda item. Tom Newell seconded the motion.

DISCUSSION: None

AYES: Grimes, Aughinbaugh, Woolworth, Newell

NAYS: None

The motion passed unanimously.

16. FIRE DEPARTMENT CONTRACT

Consider and discuss options for the Fire Department Contract.

Brenda Hildebrand 127 Lakeside Drive stated that she had some concerns about the upcoming Fire Department Contract negotiations.

Phillip Havens 116 Sunset Circle expressed concerns about response times and would much rather save lives than money. He asked the council to please carefully consider the safety aspect.

Jo Ann Schnurbush, Eason Road, stated that she would be opposed to any change with the Fire Department. She asked council to remember that it wasn't always about money and the grass wasn't always greener on the other side.

Mayor Pro Tem Cindy Aughinbaugh read a letter from Doyle and Myra Bradley expressing their concern regarding a change in the Fire Department. (Exhibit B)

Mayor Pro Tem Cindy Aughinbaugh assured those in attendance that the council and town staff was in a discovery period. It was apparent that Hickory Creek and Lake Dallas were entertaining a different path and that council and staff was doing their due diligence. Ms. Aughinbaugh stated that to council and staff were doing their best to make sure information gets to the public and that all discussions have taken place in open session. She added that she was happy to have so many residents in attendance to express their opinion.

Councilmember Charles Grimes stated that life safety issues were a priority with the council and that the council would never jeopardize the lives of the residents.

John Ballenger, 122 Island Circle expressed frustration at the lack of communication.

Branden Shepherd 215 Lakeside Drive stated that he was a resident of the city and that he hoped the town council would be doing their due diligence as they considered options.

17. 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.

A. Government Code 551.074- Personnel Matters

to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

1. Discuss the position of the Mayor

B. Government Code 551.071- Consultation with Attorney

1. Town of Shady Shores Vs Sarah Swanson

2. Waste Management Recycling Issues

3. A0388a B. Eaves, TR 98, 7.0532 Acres, Old DCAAd Tr #23b

Paula Woolworth made a motion to recess into executive session. Tom Newell seconded the motion.

DISCUSSION: None

AYES: Grimes, Aughinbaugh, Woolworth, Newell

NAYS: None

The motion passed unanimously and the council recessed into executive session at 10:55 pm.

Charles Grimes made a motion to reconvene into open session. Tom Newell seconded the motion.

DISCUSSION: None

AYES: Grimes, Aughinbaugh, Woolworth, Newell

NAYS: None

The motion passed unanimously and the council reconvened into open session at 12:09 am with no action taken.

18. ACTION AS RESULT OF EXECUTIVE SESSION

Consider and take action on any items necessary as a result of Executive Session.

There was no action taken as a result of executive session.

19. FUTURE AGENDA ITEMS AND STAFF DIRECTION

Discuss future agenda items and provide staff direction.

20. ADJOURN

Tom Newell made a motion to adjourn. Charles Grimes seconded the motion.

DISCUSSION: None

AYES: Grimes, Aughinbaugh, Woolworth, Newell

NAYS: None

The motion passed unanimously and the meeting was adjourned at 12:09 pm.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2016.

Approved:

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Secretary

**RESOLUTION NO. _____
BANK SIGNATURE AUTHORIZATION**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS AUTHORIZING OFFICIAL BANKING SIGNATURES.

WHEREAS, accounts have been established in the name of the Town of Shady Shores with Northstar Bank, Texas Republic, Green Bank and Access Bank wherein may be deposited any of the funds of the Town of Shady Shores whether represented by cash, checks, note, or other evidences of debt, and from which deposit withdrawals may be made in the name of the Town of Shady Shores by duly authorized officials of the city.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, DENTON COUNTY TEXAS, AS FOLLOWS:

SECTION 1. Powers Granted

The Town Council of the Town of Shady Shores grants the authorized officials named below to sign checks on the Town's account. Any two of the four officials named are required to sign each check. The bank documents are necessary to be signed to carry out the intent of this Resolution are approved, subject to the Mayor's approval.

SECTION 2. Appointment of Authorized Officials

The following persons are officials of the Town of Shady Shores and the signatures hereon are true signatures of such officials and persons.

NAME	TITILE	
Cindy Aughinbaugh	Mayor	_____
Paula Woolworth	Mayor Pro Tem	_____
Charles Grimes	Council Member	_____
Tom Newell	Council Member	_____

DULY PASSED AND APPROVED BY the Town Council of the Town of Shady Shores, Denton County this the _____, day of _____, 2016.

APPROVED:

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Secretary



To: Mayor Cindy Aughinbaugh and Councilmembers
From: Wendy Withers, Town Secretary
CC: Jim Shepherd, Town Attorney
Date: 07/07/2016
Re: Councilmember Appointments

ACTION REQUESTED: Consider, discuss the appointment of an individual to fill a vacancy on the town council.

BACKGROUND INFORMATION: In the event of a **vacancy**, or vacancies, for any cause in the office of mayor or council members in a Type A municipality, such **vacancy**, or vacancies, may be filled in the following manner:

- (1) A single **vacancy** may be filled by: (a) appointment by the city council, with the mayor having a vote only in the case of a tie, or (b) the city council may call a special election to fill the **vacancy**. LGC§22.010. A person serving as a city council member is not, because of that service, ineligible to be appointed to fill a **vacancy** in the office of mayor, but the council member may not vote on his/her own appointment. Tex. Loc. Gov't Code §22.010.
- (2) If two or more vacancies on the city council exist, the city council must call a special election to fill the vacancies. Tex. Loc. Gov't Code §22.010.
- (3) If the voters have previously approved terms longer than two years for any elected or appointed officer then a **vacancy** must be filled by election. Tex. Const. Art. XI §11. Tex. Loc. Gov't Code §22.010(a).
- (4) If a **vacancy** cannot be filled as provided above, the commissioner's court of the county shall order an election if petitioned to do so by at least 26 taxpaying voters residing in the municipality. Tex. Loc. Gov't Code §22.011.

(5) The person appointed to fill the vacancy serves until the next regular municipal election. Tex. Loc. Gov't Code §22.010(b).

In the event of a vacancy in any other office of the municipality, the mayor or the acting mayor shall fill such vacancy by appointment, to be confirmed by the city council. Tex. Loc. Gov't Code §22.010.

The Town Council appointed Cindy Aughinbaugh to serve as Mayor at the June 13, 2016 Town Council meeting. Council members also directed staff to advertise for the vacancy and collect applications from interested residents through July 6, at 5:00 pm.

There were four applications submitted:

Mike Linett
Gary Goldsmith
Jack Nelson
Frank Graham

OPTIONS- Councilmembers could choose an individual to serve from the applications listed above.

Councilmembers could choose to advertise the vacancy for a longer period of time.

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Board Application Form

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Select the Board, Commission, or Committee applying for*

- Select One - ALDERMAN

Personal Information

First Name*

Michael

Last Name*

Linett

Sex:*

Male

Female

Address1*

140 HIDDEN valley air park

Address2

City*

Shady shores

State*

TX

Zip*

76208

Home Phone Number*

~~940 299 2781~~

Business Address*

707 KIRKWOOD HWY , ELSMERE DE 19805

Business Phone Number*

302 996 9408

Occupation*

PRESIDENT

Email Address

Residency Information

Length of Residency in Shady Shores*

4 YEARS

Are you a registered voter*

- Yes
- No

Education and Hobbies

High School

ALEXIS I Dupont H.S.

College

UNIVERSITY OF DELAWARE

Trade or Business School

Hobbies

RADIO CONTROL AIRPLANES, ANTIQUE CARS

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?*

- Yes
- No

If yes, which

Have you served on a Board, Commission, or Committee before?*

- Yes
- No

If yes, which

Please list organization memberships and positions held

AMA - member AOPA - Member
EAA - member NCTC - INSTRUCTIONAL ADVISORY BOARD

GARY GOLDSMITH

213 Lakeshore Road, Shady Shores, Texas, 76208

OBJECTIVE | I WOULD LIKE TO BE APPOINTED TO SERVE ON THE SHADY SHORES CITY COUNCIL.

EXPERIENCE | KELLER WILLIAMS REALTOR
2008 TO PRESENT
LEWISVILLE I.S.D. ELEMENTARY AND MIDDLE SCHOOL PRINCIPAL
1978 TO 2008
LEWISVILLE I.S.D. CLASSROOM TEACHER
1976 TO 1977
CARROLLTON FARMERS BRANCH I.S.D. TEACHER/COACH
1975 TO 1976
SOUTHLAKE I.S.D. TEACHER/COACH
1974 TO 1975

EDUCATION | NORTH TEXAS STATE UNIVERSITY, DENTON, TEXAS
MASTER OF EDUCATION AND ADMINISTRATION
1977
BACHELOR OF SCIENCE EDUCATION—SECONDARY
1974
LEWISVILLE HIGH SCHOOL, LEWISVILLE, TEXAS
1969

LEADERSHIP | DATCU BOARD OF DIRECTORS 23 YEARS
CURRENTLY REAPPOINTED TO A NEW 3 YEAR TERM
HEALTH SERVICES OF NORTH TEXAS BOARD MEMBER
APPOINTED 2015 TO PRESENT
TEXAS PTA HONORARY LIFE MEMBERSHIP 1985
NATIONAL PTA HONORARY LIFE MEMBERSHIP 1997
TEXAS PTA EXTENDED SERVICE AWARD 2004
GARY L. GOLDSMITH LEWISVILLE EDUCATION FOUNDATION ENDOWMENT
SCHOLARSHIP AWARD FOR GRADUATING SENIOR-- ESTABLISHED 2008
EAGLE SCOUT, TROOP 119, ANDREWS, TEXAS, 1966



TOWN OF Shady Shores TEXAS

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Board Application Form

[Sign in to Save Progress](#)

Select the Board, Commission, or Committee applying for*

Town Council Place #4

Personal Information

First Name*

GARY

Last Name*

GOLDSMITH

Sex*

- Male
- Female

Address1*

213 Lakeshore Rd

Address2

City*

Shady Shores

State*

Tx

Zip*

76208

Home Phone Number*

Business Address*

HOME

Business Phone Number*

Occupation*

Retired Principal Realtor K.W.

Email Address

Residency Information

Length of Residency in Shady Shores*

Wendy Withers

From: noreply@civicplus.com
Sent: Tuesday, July 05, 2016 1:05 PM
To: Wendy Withers; Amber Schuler; Cindy Aughinbaugh
Subject: Online Form Submittal: Board Application Form

Board Application Form

Select the Board, Commission, or Committee applying for Town Council Place #4

Personal Information

First Name	Jack
Last Name	Nelson
Sex:	Male
Address1	203 West Shady Shores Rd
Address2	<i>Field not completed.</i>
City	Shady Shores
State	TX
Zip	76208
Home Phone Number	9403212903
Business Address	D&J ENTERPRISES LLC
Business Phone Number	2144035899
Occupation	Retired
Email Address	jnl1011@yahoo.com

Residency Information

Length of Residency in Shady Shores	16 years
Are you a registered voter	Yes

Education and Hobbies

High School	Graduate of Thomas Jefferson High School, Dallas, Texas
College	Texas Tech and University of North Texas
Trade or Business School	Home builder, Land Developer , Air Line Pilot
Hobbies	Flying , Motorcycle Riding, Horses, Golf, Construction Projects
Organization Membership Information	
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which	Shady Shores Planning and Zoning Commission
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	Board Member of Sante Fe Petroleum Inc. , Plano, Texas
Please list organization memberships and positions held	<i>Field not completed.</i>
Briefly describe why you would like to serve on this board.	I'm Retired and would like to offer my experience to the city of Shady Shores. I also feel a Civic Duty to offer any assistance I can.
Please Enter Basic Resume Information Below	<i>Field not completed.</i>
Please upload resume	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

MM

Board Application Form

1. Select the Board, Commission, or Committee applying for*

Town Council

2. Personal Information

3. First Name*

Frank

This field is required.

4. Last Name*

Graham

This field is required.

5. Sex:*

Male

Female

This field is required.

6. Address1*

314 S. Shady Shores Rd.

This field is required.

7. Address2

8. City*

Shady Shores

This field is required.

9. State*

Texas

This field is required.

10. Zip*

76708

This field is required.

11. Home Phone Number*

This field is required.

12. Business Address*

N/A

This field is required.

13. Business Phone Number*

N/A

This field is required.

14. Occupation*

Retired - American Cancer Society Exec. Director - 9 years
Food Business, including restaurant mgmt. & produce co. mgmt. - 20 years

This field is required.

15. Email Address

town.secretary@

16. Residency Information

17. Length of Residency in Shady Shores*

36 years

This field is required.

18. Are you a registered voter*

1. Yes

2. No

This field is required.

19. Education and Hobbies

20. High School

Byrum High School, graduated 1965

21. College

University of Texas, graduated 1970

22. Trade or Business School

23. Hobbies

Camping, Garden work

24. Organization Membership Information

Lake Cities Chamber of Commerce
Lake Cities Education Foundation - Board
Salem Fresno Cemetery Assn. - Board
Graham Mason Cemetery Assn.
Crown Citizens' Police Academy Alumni, Assn.

Byrum ISD Ex Students Assn. - Board

25. Are you currently serving on other Boards, Commissions, or Committees?*

- 1. Yes
- 2. No

This field is required.

26. If yes, which

27. Have you served on a Board, Commission, or Committee before?*

- 1. Yes
- 2. No

This field is required.

28. If yes, which

Sharon Shives P&Z chairwoman LCMVA Board - President

29. Please list organization memberships and positions held

LCVFD - Treasurer & EMT

Text input field with scrollbars.

30. Briefly describe why you would like to serve on this board.

Text input field with scrollbars.

31. Please Enter Basic Resume Information Below

Text input field with scrollbars.

32. Please upload resume

File upload input field.

33.

- 1. Receive email copy

34. Email address

Text input field for email address.

This field is not part of the form submission.

35. [Submit](#) [Submit and Print](#)

* indicates a required field



To: Mayor Cindy Aughinbaugh and Councilmembers
From: Wendy Withers, Town Secretary
CC: Jim Shepherd, Town Attorney
Date: 07/11/2016
Re: Fire Department Contract

ACTION REQUESTED: Conduct a discussion relative to Fire Department Contract. Discuss goals and objectives for Fire Service and how it relates to the Town of Shady Shores. Consider and act on hiring a consultant to evaluate Fire Services.

BACKGROUND INFORMATION: The Town of Shady Shores currently contracts with the Lake Cities Fire Department for Fire Protection Services. The original contract was negotiated in 2007 and renewed for a five (5) year period in 2012. The contract requires that the Town of Shady Shores notify the City of Corinth of their intent to renew the contract at the end of the term (2017). Notice must be provided to the City of Corinth one (1) year in advance of the contract expiration which would require that the Town of Shady Shores notify the City of Corinth of its intentions no later than October 2016.

The Town became aware earlier this year that the municipalities of Lake Dallas and Hickory Creek were comparing other districts and exploring alternative sources for fire protection. In the interest of due diligence and future planning a committee was formed to explore these alternatives as well. The committee consists of Councilmembers Paula Woolworth and Tom Newell and Town Secretary Wendy Withers. Committee members have been researching the departments, local and national standards.

The Council began discussing the fire department contract at the February 8th, 2016 Town Council meeting. On March 14, 2016 Mac Hohenberger, Fire Chief with the ESD #1 gave a presentation to

council regarding their department. On April 11, 2016 Lee Ann Brunselmeyer, Acting City Manager and Curtis Birt, Fire Chief gave a presentation to the council regarding fire services and their department.

Mayor Aughinbaugh has asked that the council develop some goals in order to determine what the town needs in the long term for the fire protection services. Suggestions made have been:

1. Equal or Better Service
2. An advisory capacity
3. Is the town looking to be connected with the other Lake Cities (Lake Dallas and Hickory Creek)

Additionally a discussion to determine whether or not a need exists to hire an independent consultant to evaluate fire protection services and the town of Shady Shores needs. Consider and act on hiring a consultant.

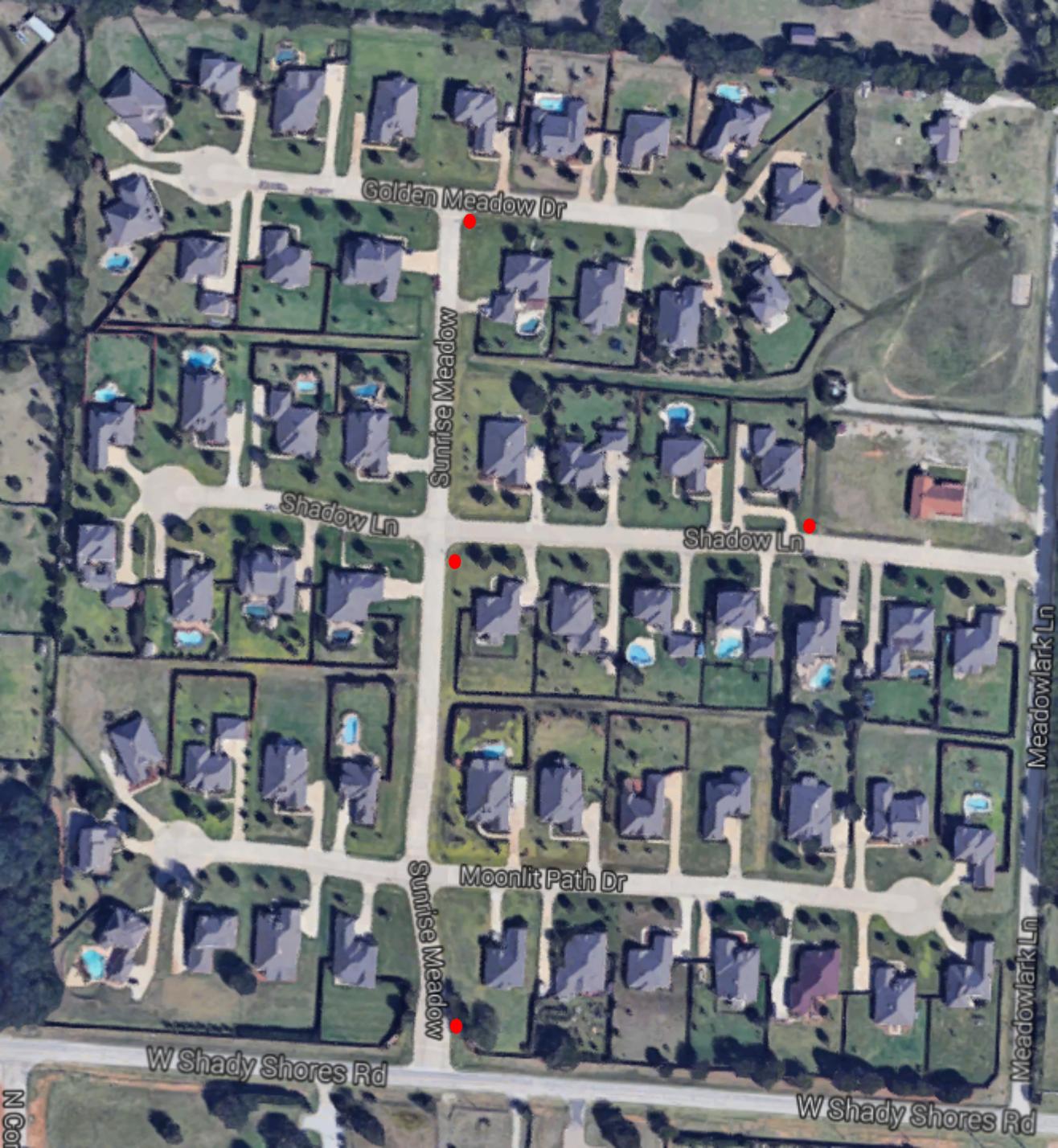


To: Mayor Cindy Aughinbaugh and Councilmembers
From: Wendy Withers, Town Secretary
CC: Jim Shepherd, Town Attorney
Date: 07/07/2016
Re: VARIANCE TO THE TOWN OF SHADY SHORES CODE OF ORDINANCES CHAPTER 3, ARTICLE 3.07

ACTION REQUESTED: The Orchards HOA is asking for a variance to the sign ordinance in order to install permanent "Keep off the Grass" Signs.

BACKGROUND INFORMATION: The Orchards HOA would like to request permission to install permanent keep off the grass signs at the locations indicated on the attachments. This type of sign does not fall within the regulations set forth in the Sign Ordinance.

**Please
Do Not
Drive
Or
Park
On Grass**



Golden Meadow Dr

Sunrise Meadow

Shadow Ln

Shadow Ln

Moonlit Path Dr

Sunrise Meadow

W Shady Shores Rd

Meadowlark Ln

Meadowlark Ln

W Shady Shores Rd

N Co

ARTICLE 3.07 SIGNS

Sec. 3.07.001 Definitions

For the purpose of this article, the following definitions shall apply, unless the context clearly indicates or requires a different meaning:

Alter. To change the size, shape or outline, copy, nature of message, intent, or type of sign.

Bulletin board. A sign containing information where a portion of that information may be periodically changed, provided that the change shall be effected by the replacement or interchange of letters, numbers, or other graphic symbols by insertion, attachment, or similar means. The use of slate, chalkboard, cardboard, or similar material with pencil, chalk, crayon, or similar types of marking is prohibited.

Canopy. A roof-like structure which extends horizontally more than 1 foot from the face of a building wall and does not have a structural border.

Chief building official. The person designated by the mayor.

Copy. Logos, characters, symbols, or any other portion of a sign which conveys a message or information.

Erect. To build, construct, attach, hang, place suspended, or affix, and shall also include the painting of signs on the exterior surface of a building or structure, and also includes the painting or affixing of signs to the exterior or interior surface of windows, and includes signs located interior to a building but readily visible from the exterior.

Illuminated sign. Any sign which has characters, letters, figures, designs, or outline illuminated directly or indirectly by electric lights, luminous tubes, or other means.

Monument sign. Any sign mounted on a base and which is 5 feet in height or less, with a maximum area of 40 square feet.

On-premises sign. A freestanding sign identifying or advertising a business, person, or activity, and installed and maintained on the same premises as the business, person, or activity, event, place, service, or product principally located or primarily manufactured or sold on the premises on which the sign is located.

Projecting structures. Covered structures of a permanent nature which are constructed of approved building material, specifically excluding canvas or fabric material, and where those structures are an integral part of the main building or permanently attached to a main building and do not extend over public property. Projecting structures include marquee, canopy, and fixed-awning type structures.

Roof line. The height which is defined by the intersection of the roof of the building with the wall of the building; except, for mansard-type roofs, the roof line means the top of the lower slope of the roof. Roofs with parapet walls completely around the building and not exceeding 4 feet in height may be considered as the roof line for the purposes of this article.

Sign. An outdoor structure, sign, display, light device, figure, painting, drawing, message, plaque, poster, billboard, or other thing that is designed, intended, or used to advertise or inform.

Structural trim. The molding, battens, cappings, nailing strips, latticing, and platforms which are attached to the sign structure.

Vehicle. Any automobile, truck, camper, tractor, van, trailer, or any device capable of being transported, and shall be considered a vehicle in both moving and stationary modes, irrespective of state of repair or condition.

(Ordinance 253-2-2013, sec. 1, adopted 3/4/13; Ordinance adopting Code)

Sec. 3.07.002 Penalty

Any person, firm, or corporation violating any of the provisions of this article shall be subject to the same penalty as provided herein, and upon conviction shall be punished by a fine not to exceed the sum of \$500.00 for each offense, and each and every day the violation shall continue shall be deemed to constitute a separate offense. (Ordinance 253-2-2013, sec. 10, adopted 3/4/13)

Sec. 3.07.003 General regulations

(a) No sign shall use a rotating beacon, beam or flashing illumination resembling an emergency signal. No sign shall be erected so as to project into the public right-of-way or obstruct the view of the public right-of-way by those traveling any street or alley.

(b) No person may affix, paste, stick, scatter, throw, place or display banners, signs or other advertising media upon any telephone or electric light pole or other public property or within any easement or designated right-of-way of any public street or easement.

(c) No sign may be located in a street right-of-way, including medians, and/or obstruct vision of traffic or pedestrians of the street right-of-way.

(Ordinance 253-2-2013, sec. 2(A), adopted 3/4/13)

Sec. 3.07.004 Churches and public schools

Churches or schools only may have illuminated signs, but not of a flashing or intermittent type. Such signs shall not exceed thirty-six (36) square feet in area when attached to the building or when erected where allowed on the property; provided, however, that no such sign shall be erected above the height of six feet; and provided further that no such sign shall be erected above or upon, or be attached to, the roof of any building. (One sign per church or school is permitted, unless town council approval is requested and received.) (Ordinance 253-2-2013, sec. 2(B), adopted 3/4/13)

Sec. 3.07.005 Real estate signs

(a) Residential, on-site. Signs not exceeding 4 square feet in area and not exceeding 4 feet in height in residential districts which advertise the sale, rental or lease of the premises upon which such signs are located only. The number of signs shall be limited to 1 per lot or complex, except, where such lot or complex abuts more than 1 dedicated public street, 1 additional sign shall be allowed for the additional public street.

(b) Temporary directional, off-site. Temporary realtor directional signs located off-premises advertising the sale of real estate, providing such signs do not exceed 4 square feet in area, and providing that signs may contain the word "open" and may contain a directional indicator. Such signs may not be located in a street right-of-way, including medians, and/or obstruct vision of traffic or pedestrians, nor be constructed of paper or cardboard. Signs must be kept well painted and in good condition and may be utilized only from Friday at 12:00 noon until the following Monday at 12:00 noon. No lot, or subdivision, or lots within a subdivision, shall have more than an aggregate of 5 signs placed in the town pursuant to this section. Each subdivision may have a total of 5 signs, which may be any combination of developer, builder, or realtor signs.

(c) Undeveloped acreage, on-site. Signs for undeveloped or not yet platted acreage of not less than 10 acres may have signs as follows:

- (1) Not larger than 32 square feet per side, 64 square feet total per sign;
- (2) Not higher than 10 feet in height above the ground surface of the tract;
- (3) For tracts greater than 20 acres, there may be 1 sign on each public roadway abutting the tract.

(d) Subdivision directional, off-site. A platted subdivision of not less than 10 acres may have not more than 2 directional signs as follows:

- (1) Must be within 1 mile of the subdivision;
- (2) Located on a collector or arterial road frontage;
- (3) Not less than a 25-foot setback from the right-of-way;
- (4) The 2 signs must not be closer together than 1,000 feet;
- (5) The sign must be removed upon issuance of any building permit for any of the last 4 lots in this subdivision, or 1 year from the date of the sign permit to construct such signs, whichever comes first;
- (6) Not larger than 32 square feet per side, 64 square feet total per sign; and
- (7) Not higher than 10 feet in height above the ground surface of the tract.

(e) Residential subdivision permanent identification signs. Residential subdivision permanent identification signs shall be permanent in nature, the design and construction of which shall be submitted for approval to the town council with the preliminary plat of the subdivision. Such signs shall comply with the requirements of a monument sign, unless waived by the town

council. The purpose of the subdivision identification sign is the permanent identification of the subdivision, rather than the identification of the builder, contractors, realtors, or other persons or entities responsible for the development and sale of the real estate within the subdivision.

(Ordinance 253-2-2013, sec. 3, adopted 3/4/13)

Sec. 3.07.006 Garage sale signs

Town residents desiring to hold a garage sale may place signs, each of them no more than 4 square feet in area, nor more than 4 feet in height, as measured from grade level to the top of the sign, to advertise the sale. The signs may only be placed in the period of the day before, the sale day(s), and the day after. All signage shall be removed within twenty-four (24) hours of the end of the garage sale. No signs or notices advertising any garage sale shall be placed on any utility poles or upon private property without permission of the owner thereof. Each person holding a garage sale shall be allowed to place or erect no more than two (2) outside signs in the town, in addition to any at the location of the sale, advertising the garage sale. (Ordinance 253-2-2013, sec. 4(A), adopted 3/4/13; Ordinance adopting Code)

Sec. 3.07.007 Temporary political signs

(a) Compliance. All political signs shall comply with all state and federal requirements, including Texas Election Code, chapter 255, and Texas Transportation Code, chapters 392 and 393.

(b) Notice.

(1) Pursuant to section 255.007 of the Texas Election Code, the following notice must be written on each political advertising sign:

“NOTICE: IT IS A VIOLATION OF STATE LAW (CHAPTERS 392 AND 393, TRANSPORTATION CODE), TO PLACE THIS SIGN IN THE RIGHT-OF-WAY OF A HIGHWAY.”

(2) A person commits an offense if the person:

(A) Knowingly enters into a contract to print or make a political advertising sign that does not contain the notice required by subsection (1); or

(B) Instructs another person to place a political advertising sign that does not contain the notice required by subsection (1).

(3) An offense under this section is a class C misdemeanor.

(4) It is an exception to the application of subsection (2) that the political advertising sign was printed or made before September 1, 1997, and complied with subsection (1) as it existed immediately before that date.

(5) In this section, "political advertising sign" means a written form of political advertising designed to be seen from a road but does not include a bumper sticker.

(c) Private real property.

(1) Pursuant to section 216.903 of the Texas Government Code, a sign that contains primarily a political message and that is located on private real property with or without the consent of the property owner is prohibited if:

- (A) The sign has an affected area of greater than 36 feet;
- (B) Is more than 8 feet high;
- (C) Is illuminated; or
- (D) Has any moving elements.

(2) In this section, "private real property" does not include real property subject to an easement or other encumbrance that allows the municipality to use the property for a public purpose. Therefore political signs may not be placed in the dedicated public right-of-way of the town, including any prescriptive road or utility easement, at any time.

(3) Political signs placed in the public right-of-way or public prescriptive easement, may be removed by the town for a removal fee of \$15.00 for each sign. The removal fee for the sign is in addition to and not in substitution before any violations of this section, or state and federal law which may apply.

(d) Extraterritorial jurisdiction. The regulation of political signs herein extends into the extraterritorial jurisdiction of the town.

(Ordinance 253-2-2013, sec. 5, adopted 3/4/13; Ordinance 285-12-2015 adopted 12/14/15)

 **Sec. 3.07.008 Public service signs**

Public service announcement signs not to exceed 18" x 24" may be placed only in locations designated by the town, school district, LCMUA, Denton County, churches, and/or youth organizations (e.g., Boy Scouts, Girl Scouts, YMCA, or similar charitable organizations with offices in the Lake Cities) for the purpose of public information. The number of signs from any organization may not exceed 6 signs during any one period of 14 days. (Ordinance 253-2-2013, sec. 6, adopted 3/4/13)

 **Sec. 3.07.009 Nonconforming signs**

A permanent sign erected within the town prior to the effective date of this article, which does not conform to the regulations of this article, shall be deemed to be a nonconforming sign which shall be allowed to continue, with normal maintenance and repair only; provided, however, a nonconforming sign may not be enlarged upon, expanded, or extended, except as otherwise

provided herein. It is not the intent of this section to encourage the survival of nonconforming signs; to the contrary, nonconforming signs are discouraged and contrary to the intent and purpose of this article.

(1) Obsolescence or destruction. A nonconforming sign shall not be enlarged, expanded, extended, replaced, or rebuilt in case of obsolescence or total destruction by any means or cause.

(2) Repair or reconstruction if damaged. In the event a nonconforming sign is damaged by any means or cause and the repair or reconstruction cost, whichever is applicable, equals or exceeds 50% of the fair market value of the sign at the time of the damage, it must be removed or brought into compliance with this article.

(3) Removal of unlawful signs. In case any nonconforming sign is enlarged, expanded, extended, replaced, or rebuilt in violation of any of the terms of this article, the mayor or town secretary shall give written notice by personal service or by certified mail, return receipt requested, to the owner, lessee, or person responsible for the sign to remove the sign or bring the sign into compliance with this article. If the order is not complied with within 10 days, the mayor or town secretary shall revoke the sign permit, if any, and/or cause a complaint to be filed in the municipal court.

(4) Placement and removal of signs. All signs shall be placed by the owner or the party in control of the property or with the permission of the owner or party in control, and the owner or party in control shall be responsible for the prompt removal of any sign in accordance with the provisions of this article.

(5) Temporary and portable signs. Nonconforming temporary business signs and portable signs shall be removed or made to conform to the provisions of this article within 30 days after the effective date of this article.

(Ordinance 253-2-2013, sec. 7, adopted 3/4/13)



To: Mayor Pro-Tem Cindy Aughinbaugh and Town Council Members
From: Wendy Withers, Town Secretary
CC: Jim Shepherd, Town Attorney
Date: 07/08/2016
Re: Code Enforcement Services

ACTION REQUESTED: Review Code Enforcement Services from the previous quarter.

BACKGROUND INFORMATION: The Town of Shady Shores has been using the services of America's Code Enforcement to provide Code Enforcement Services for the town. At the January 12, 2016 Town council meeting the council authorized the Town Secretary to seek RFP (request for proposals) for code enforcement services. The announcement was advertised in the Denton Record Chronicle. To date we have received one submission from NEC Code Enforcement Services. At the February 8, 2016, Town Council meeting the Council authorized staff to re-advertise for proposals. The Town has received two proposals one from NEC Code enforcement Services and one from America's Code Enforcement. At the March 7th meeting, Council voted to review performance and services in 90 days.

To date Code Enforcement communication has improved. The Code Enforcement officer and town staff are now using the same software and this makes it easier to communicate information. The Code Enforcement officer has attended all weekly meetings. Cases have been successfully abated within the 90 days. Staff recommends continuing with America's Code and evaluating the service again in six (6) months.



To: Mayor Pro-Tem Cindy Aughinbaugh and Town Council Members
From: Wendy Withers, Town Secretary
CC: Jim Shepherd, Town Attorney
Date: 06/13/2016
Re: Settlement Agreement with Waste Management

ACTION REQUESTED: Consider and take action relative to approving a settlement agreement with Waste Management.

BACKGROUND INFORMATION: On February 17, 2016, Rick Losa, Director of Public Sector Solutions, notified town staff that Waste Management had failed to properly recycle about 30% of materials that had been placed for recycling by town residents. The mishandling of recycled materials occurred over a two year period beginning in January of 2014. On March 9th, Waste Management officials presented the attached proposal as compensation for the mishandled materials.

The proposed settlement amount is equal to approximately \$8 per paid Waste Management account. Council may wish to discuss how to handle the funds, or alternative proposals for a settlement agreement.

	Project	Description of Project	Cost	Funding	Town	Agency	2016	2017	2018
Meadowlark Lane Culvert	Drainage	culvert at 311 Meadowlark is undersized; during replat process Richard Arvizu gave elevation for home to be built and recommended a 35' swale	\$102,197.00	Town Budget	102,197		\$102,197		
Oakwood Circle	Drainage	Many culverts are undersized; not graded correctly; flooding issues during heavy rains	102,000	Town Budget	102,000		\$15,000	\$87,000	
Crack Seal	Roads	Town Engineer Richard Arvizu has recommended all roads be chipsealed every two years,	\$50,000	Town Budget	50,000		\$50,000		
104 Carolyn - Merchant	Drainage	The Merchants have been suffering with a drainage issues for quite some time due to an undersized culvert.	78,860	Town Budget	78,860		\$10,000	\$68,860	
S. Shady Shores Road-Between Cielo and Oakwood Circle (1)	Roads	Road suffered damage during the May 2015 flooding event	\$202,091.00	FHWA/Town Budget					
s. Shady Shores Road-Between Oakwood Circle and Dobbs Rd. (2)	Roads	Road suffered damage during the May 2015 flooding event	\$187,115.00	FHWA/Town Budget					
W. Shady Shores Road- Between S. Shady Shores and Garza (3)	Roads	Road suffered damage during the May 2015 flooding event	\$125,164.00	FHWA/Town Budget					
W. Shady Shores Road-Between Garza and Meadowlark (4)	Roads	Road suffered damage during the May 2015 flooding event	\$413,542.00	FHWA/Town Budget					
		Total Construction	\$927,912.00						
		Total Construction Management	\$94,500.00						
		Total Project Cost	\$1,022,412.00		335,277	687,135.4		\$1,022,412	
Lakeshore W. Shady to Shahan Drive (1)	Roads	Road suffered damage during the May 2015 flooding event	\$41,060.00	FEMA/Town					
Lakeshore Road Between Shahan Dr and 6th Street (2)	Roads	Road suffered damage during the May 2015 flooding event	\$129,292.00	FEMA/Town					
Lakeshore Road Between 6th Street and Smokey Lane (3)	Roads	Road suffered damage during the May 2015 flooding event	\$51,081.50	FEMA/Town					

Town of Shady Shores
Profit & Loss Budget vs. Actual
October 2014 through March 2015

	2015-2016	Projected	2016-2017	Difference	% Difference
Ordinary Income/Expense					
Income					
4000 · Town Services Revenue					
4010 · Ad Valorem Tax	773377	770000	814000	40623	5%
4050 · Sales Tax	75000	60000	60000	-15000	-20%
4130 · Permits/Variations	50000	50000	50000	0	0%
4140 · Inspections	12000	4416	12000	0	0%
4400 · Interest Earned	6000	6000	6000	0	0%
4540 · Local government grants	0	0	0	0	0%
4800 · Municipal Court Fines	20000	25000	20000	0	0%
4801 · Court Technology Fund	0	0	0	0	0%
4802 · Municipal Court Security Fund	0	0	0	0	0%
4900 · Facility Rental	2000	1000	1000	-1000	-50%
4901 · Reimbursements	100	0	0	-100	-100%
4902 · Community Events Income	500	1500	2000	1500	300%
4903 · Solid Waste Collections	58000	58000	169500	169500	0%
4904 · Late Fees	0	0	600	600	0%
4905 · Connect Fees	0	150	400	400	0%
Total 4000 · Town Services Revenue	938977	917916	1135500	196523	21%
5000 · Franchise Revenues					
5010 · TXU	80000	80181	80000	0	0%
5020 · Atmos Energy	26000	22182	26000	0	0%
5030 · CoServe	50	65	50	0	0%
5040 · Century Telephone	2800	2500	2800	0	0%
5050 · Charter Communication	20000	20000	20000	0	0%
5070 · Waste Management	1500	1000	1500	0	0%
Total 5000 · Franchise Revenues	130350	125929	130350	0	0%
FEMA FUNDING	0		126325	126325	0%
FWHA FUNDING	0		687135	687135	0%
Budgeted Fund Balance	301462	1043845	813460	813460	170%
TOTAL	1370789	1043845	2079310	1009983	
Total Income					
Expense					
7400 · Contract Labor expenses					
7410 · Animal Control	15400	15400	15400	0	0%
7415 · Code Enforcement Officer	14000	7200	14000	0	0%
7420 · Fire Dept	306974	306974	315000	8026	3%
7430 · Building Inspector	25000	25000	25000	0	0%
7440 · Library	29046	29046	29917	871	3%
7460 · Police Patrol Svc	160125	160125	174378	14253	9%
Total 7400 · Contract Labor expenses	550545	543745	573695	23150	4%

Final appraisals are not in
Based on last years income

includes increase estimated on proposed new homes
construction @ approximately 2500 per permit

new service income added this year
late fees from solid waste collections
new customer service connections

FEMA reimbursement for road repairs
FWHA reimbursement for road repairs
unknown at this point

numbers provided by Lake Cities
increased per permit increase
includes 3% increase
8.9% increase

Town of Shady Shores
Profit & Loss Budget vs. Actual
October 2014 through March 2015

	2015-2016	Projected	2016-2017	Difference	%	Difference
7500 · Professional Svc expenses						
7510 · Attorney fees	65000	65000	70000	5000	8%	based on previous years and continued litigation
7520 · Accounting/Audit fees	6800	6600	6800	0	0%	
7530 · Engineer fees	50000	65000	75000	25000	50%	adkisson ranch, fema, flood risk mapping
7552 · Municipal Judge	2100	2450	4200	2100	100%	includes increased cost for new judge
Total 7500 · Professional Svc expenses	123900	139050	156000	32100	26%	
7600- Personnel						
7640 · Town Secretary	65100	64000	66654	1554	2%	includes 5% increase for staff
7650 · Office Clerk	0	0	0	0	0%	
7655- Municipal Court Clerk	45645	43000	49504	3859	8%	
7656- Landscape Tech	5000	1125	5000	0	0%	
7660 · Payroll Tax	9000	6976	9000	0	0%	
7661- TMRS	5550	600	5550	0	0%	
8540- STAFF DEVELOPMENT	10000	5000	5000	-5000	-50%	
7662 · Misc/Other	5000	0	10000	5000	100%	contingency special projects
Total Personnel	145295	120701	150708	5413	4%	
8000 · Infrastructure						
8010- Signs	1500	500	1000	-500	-33%	
8030- Regional Stormwater	2500	8600	2500	0	0%	
8040- Grants (watershed mapping)	30000	28000	0	-30000	-100%	
8060 · Roads / Streets	350000	0	1750272	1400272	400%	* discuss projects
8070 · Public Works	30000	25000	30000	0	0%	
8070a · public works materials	0	0	0	0	0%	
8070 · Public Works - Other	0	0	0	0	0%	
Total 8070 · Public Works	414000	62100	1783772	1369772	331%	
Total 8000 · Infrastructure	414000	62100	1783772	1369772	331%	
8100 · Non-personnel expenses						
8110 · Office Supplies	2500	2500	4000	1500	60%	office supplies
8115 · Texas Municipal League	4400	4642	5000	600	14%	
8120 · Legal Advertising	2000	2000	2500	500	25%	other anticipated advertising
8130 · Computer Expenses	15000	15000	1650	-13350	-89%	
8140 · Postage, shipping, delivery	700	1000	1500	800	114%	includes cost of postage meter
8180 · Books, subscriptions, reference	250	100	250	0	0%	
8185 · Codification	1500	2115	1500	0	0%	
8190 · Election expenses	4000	0	4000	0	0%	
Total 8100 · Non-personnel expenses	30350	27357	20400	-9950	-33%	
8200 · Occupancy expenses						
8205 · Telephone	1300	778	1300	0	0%	
8210 · Utility Atmos Energy	1000	655	1000	0	0%	
8215 · Utility LCMUA	1200	737	1200	0	0%	
8220 · Utility Electric	14000	6372	14000	0	0%	
8250 · Building Maintenance	20400	6256	16200	-4200	-21%	

Town of Shady Shores
Profit & Loss Budget vs. Actual
October 2014 through March 2015

	2015-2016	Projected	2016-2017	Difference	%	Difference
Total 8200 · Occupancy expenses	37900	14797	33700	-4200	-11%	-11%
8500 · Misc expenses						
8510 · Dues	500	650	650	150	30%	30%
8515 · Promotional	1500	1000	1500	0	0%	0%
8517 · Community Events	4300	4000	4300	0	0%	0%
8518 · KSSB	6000	4000	4000	-2000	-33%	-33%
8520 · Ad Valorem Tax Svc	7500	7500	7500	0	0%	0%
8550 · Municipal Court Fines to State	10000	10000	10000	0	0%	0%
8551 · Municipal Court Software Mnt	0	0	0	0	0%	0%
8552 · Municipal Court Jury Service	500	500	500	0	0%	0%
8570 · Advertising expenses	500	0	500	0	0%	0%
8580 · Contingency provisions	33649	0	0	-33649	-100%	-100%
8585 · Delinquent Ticket Collection Fee	2000	2000	2000	0	0%	0%
8590 · Other expenses	200	200	200	0	0%	0%
8591 · Bank Service Charge	150	150	150	0	0%	0%
8592 · Building Deposit Refund	2000	2000	2000	0	0%	0%
-Solid Waste	0	0	156000	156000	0%	0%
Total 8500 · Misc expenses	68799	32000	189300	120501	175%	175%
Total Expense	1370789	939750	2907575	1536786	112%	112%
Net Ordinary Income	0	104095	2079310	1009983		
Net Income	0	104095	-828265	-526803		

MEMBERSHIPS
CONTRIBUTION TO THE FIREWORKS DISPLAY
proposing more funds increase the number of t-shirts

dangerous structure abatement 3

Town of Shady Shores
Profit & Loss Budget vs. Actual
October 2014 through March 2015

2015-2016	Projected	2016-2017	Difference	% Difference
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7400 · Contract Labor expenses	
7410 · Animal Control	
7415 · Code Enforcement Officer	
special projects	
trash and debris pile removal	
tall weeds and grass	
junked vehicles	
dangerous structures	
7420 · Fire Dept	
7430 · Building Inspector	
7440 · Library	
7460 · Police Patrol Svc	
Total 7400 · Contract Labor expenses	
7500 · Professional Svc expenses	
7510 · Attorney fees	
7520 · Accounting/Audit fees	
7530 · Engineer fees	
7540 · Secretary	
7550 · Office Clerk	
7552 · Municipal Judge	
7555 · Municipal Court Clerk	
7560 · Payroll Tax	
7561 · Texas Municipal Retirement Syst	
7562 · Misc/Other	
Total 7500 · Professional Svc expenses	
8000 · Infrastructure	
8010 · Signs	1000
8030 · Regional Storm Water Program	2500
8060 · Roads / Streets	
104 Carolyn (Shahan Road) Drainag	68,860
project completion	

Oakwood Circle -Phase 1 immediate 87,000 complete Oakwood Cir
 Oberman Road Reconstruction 300,000 reconstruct Oberman f
 FEMA - Lakeshore 272,000 Road Repairs Flood Da
 FHWA- S. Shady and W. Shady Short 1,022,412 Road Repairs Flood Da

1,750,272

8070 · Public Works 30,000

8070a · public works materials

8070 · Public Works - Other

Total 8070 · Public Works

Total 8000 · Infrastructure

8100 · Non-personnel expenses

8110 · Office Supplies

Paper

General Office

Awards Nameplates plaques

Texas Archives

Outside Printing

8115 · Texas Municipal League

8120 · Legal Advertising

8130 · Computer Expenses

Mozy Pro

Internet Usage

Civic Plus

Lasertische

Franklin Legal

Computer Repair

Computer Replacement

Court/Code Enforcement

8140 · Postage, shipping, delivery

8180 · Books, subscriptions, reference

8185 · Codification

8190 · Election expenses

Total 8100 · Non-personnel expenses

8200 · Occupancy expenses

1300

8205	Telephone - CenturyTel	1000
8210	Utility Atmos Energy	
8215	Utility LCMUA	
8220	Utility Electric	
8250	Building Maintenance	2500
	Landscaping Olives Garden	2000
	Janitorial	500
	Carpet Cleaning	4000
	Drainage System \$ Gutters	5000
	Sprinkler System	500
	Building Supplies Toilet Paper Towel	800
	Pest Control	600
	Air Conditioning Service	
		15900
	Total 8200 - Occupancy expenses	
	8500 - Misc expenses	650
	8510 - Dues	
	8515 - Promotional	1500
	8517 - Community Events	
	t-shirts and promotional	1000
	Hoot and Holler Halloween	1000
	Chill Cook Off	500
	Flea Market	200
	Flea Market	200
	Re-Dedication of Olive's Garden	900
	Christmas Event	500
	8518 - KSSB	
	Membership Dues	100
	Olive's Garden Memorial	1200
	t-shirts and promotional	700
	Clean up days	1000
	Brick Sales (expense)	2000
	8520 - Ad Valorem Tax Svc	5000
	8540 - Staff development	7500

Project	Description of Project	Cost	Funding	Town	Agency	2016	2017	2018
Meadowlark Lane Culvert	Culvert at 311 Meadowlark is undersized; during replat process Richard Arvizu gave elevation for home to be built and recommended a 35' swale	\$102,197.00	Town Budget	102,197		\$102,197		
Oakwood Circle	Many culverts are undersized; not graded correctly; flooding issues during heavy rains	102,000	Town Budget	102,000		\$15,000	\$87,000	
Crack Seal	Town Engineer Richard Arvizu has recommended all roads be chipped/sealed every two years, The Merchants have been suffering with a drainage issues for quite some time due to an undersized culvert.	\$50,000	Town Budget	50,000		\$50,000		
104 Carolyn - Merchant		78,860	Town Budget	78,860		\$10,000	\$68,860	
S. Shady Shores Road-Between Cleo and Oakwood Circle (1)	Road suffered damage during the May 2015 flooding event	\$202,091.00	FHWA/Town Budget					
S. Shady Shores Road-Between Oakwood Circle and Dobbs Rd. (2)	Road suffered damage during the May 2015 flooding event	\$187,115.00	FHWA/Town Budget					
W. Shady Shores Road- Between S. Shady Shores and Garza (3)	Road suffered damage during the May 2015 flooding event	\$125,164.00	FHWA/Town Budget					
W. Shady Shores Road-Between Garza and Meadowlark (4)	Road suffered damage during the May 2015 flooding event	\$413,542.00	FHWA/Town Budget					
	Total Construction	\$927,912.00						
	Total Construction Management	\$94,500.00						
	Total Project Cost	\$1,022,412.00		335,277		687,135.4	\$1,022,412	
Lakeshore W. Shady to Shahan Drive (1)	Road suffered damage during the May 2015 flooding event	\$41,060.00	FEMA/Town					
Lakeshore Road Between Shahan Dr and 6th Street (2)	Road suffered damage during the May 2015 flooding event	\$129,292.00	FEMA/Town					
Lakeshore Road Between 6th Street and Smokey Lane (3)	Road suffered damage during the May 2015 flooding event	\$51,081.50	FEMA/Town					
Lakeshore Road Between Smokey Lane and Brown Terrace (4)	Road suffered damage during the May 2015 flooding event	\$21,648.50	FEMA/Town					
	Total Construction	\$243,082.00						
	Construction Management	\$28,500.00						
	Total Project Cost	\$271,582.00		145,257		126,325.16	\$772,000	
Oberman Lane	The cul de sac has been damaged and there are several large potholes to repair and reconstruct	300,000	Town Budget	300,000			\$300,000	
215 Lakeshore	There is a 10' drainage easement that runs behind 213 Lakeshore drainage road repairs and repaving the streets	1000	Town Budget					
Shahan Addition (W. Shady Oaks Circle and E. Shady Oaks Circle)	discussions regarding raising S. Shady Shores Road	615,000	Town Budget	615,000				
Raising S. Shady Shores Road	repair road	100,000	Town Budget	100,000				\$615,000
								\$100,000
Totals						\$177,197	\$4,750,272	\$715,000

Total Funds Available in Road Repairs and Drainages
2015/2016 Budget Year \$349,886.88
Balance in Reserves \$498,505.77
Contingency Funds \$0.00

\$848,392.65

Needed for 2016 Budget Year \$177,197
Needed for 2017 Budget Year \$1,750,272
Needed for 2018 Budget Year \$715,000

FWHA Funding 687135

FEMA 126325

Needed from Reserves \$936,812

2015-2016 BUDGET YEAR PROJECTS

Crack Seal	50,000	seal cracks on all streets-estimated cost
Fritz Lane	12,000	temporary repairs to address erosion issues at culvert
Meadowlark Lane-Culvert	102197	Design and Construct
104 Carolyn (Shahan Road) Drainage Project	10,000	Analysis and Design
Oakwood Circle -Phase 1 immediate contiguous drainage	15,000	
	<u><u>189197</u></u>	

2016-2017

104 Carolyn (Shahan Road) Drainage Project	68,860	project completion
Oakwood Circle -Phase 1 immediate contiguous drainage	87,000	complete Oakwood Circle Project
Oberman Road Reconstruction	300,000	reconstruct Oberman Road and Cul de Sac
FEMA - Lakeshore	272,000	Road Repairs Flood Damage Assessment
FHWA- S. Shady and W. Shady Shores	1,022,412	Road Repairs Flood Damage Assessment
	<u><u>1,750,272</u></u>	

2017-2018 Budget Year

EASON	100,000
REBUD AND SHADY OAKS CIRCLE EAST AND WEST	615,000

