



TOWN OF SHADY SHORES  
REGULAR TOWN COUNCIL MEETING  
APRIL 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. RECOGNITION OF CINDY SPENCER  
Recognition of Mayor Cindy Spencer for her service to the Town of Shady Shores.
5. MAYORS MONARCH PLEDGE PROCLAMATION  
  
Documents: [PROCLAMATION.PDF](#)
6. COUNCILMEMBER/COMMITTEE/STAFF REPORTS:
  - 6.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
      1. Meadowlark Culvert Update
      2. Other drainage issues updates
    - J. Announcements
      1. Early Voting begins April 25th- check Denton County website and Town of Shady Shores website for election information.

Documents: [COPY OF SS POLICE ACTIVITY 2016-FEBRUARY.PDF](#), [SHADY SHORES JAN-MARCH 2016.PDF](#), [STAFF REPORT 04.05.2016.DOCX](#)

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. 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. March 2016 Financial Reports
- B. Minutes of the March 14, 2016 Regular Town Council Meeting
- C. Investment Committee Report
- D. Resolution nominating Jim Carter to serve on the Denco 9-1-1 Board
- E. ICA Contract - Road Barriers

Documents: [MONTHLY FINANCIAL REPORTS - MARCH 2016.PDF](#), [DRAFT MINUTES 03.14.2016 -1.DOCX](#), [2ND QUATER 2016.PDF](#), [2016\\_03\\_10\\_BMP.S.08C - RESOLUTION FOR NOMINATION OF A CANDIDATE.DOCX](#), [DENCO BOARD ROSTER FY2016.DOCX](#), [NOMINATING A MEMBER TO DENCO 9-1-1 DISTRICT.DOCX](#), [SHADY SHORES ROAD - BARRIER GATES 2016.PDF](#)

9. PRESENTATION BY LAKE CITIES MUNICIPAL AUTHORITY (LCMUA) REGARDING STRATEGIC INFRASTRUCTURE IMPROVEMENTS AND FUNDING STRATEGIES

Receive a presentation from Lake Cities Municipal Water Authority regarding strategic infrastructure improvement planning.

Documents: [AGENDA MEMO LCMUA ITEM 04.05.2016.PDF](#), [LCMUA ELECTION NOTICE.PDF](#)

10. FIRE DEPARTMENT CONTRACT

Receive information from the Lake Cities Fire Department regarding the Fire Contract and upcoming negotiations.

Documents: [AGENDA MEMO FIRE DEPARTMENT CONTRACT 04.05.2016.PDF](#)

11. SOLID WASTE CONTRACT

Consider and act on approving a contract with Community Waste Disposal for Solid Waste and Recycling services.

Documents: [AGENDA MEMO SOLID WASTE COLLECTION 04.01.2016.PDF](#)

12. CODE ENFORCEMENT SERVICES

Consider and discuss Code Enforcement objectives. Consider and take action relative to approving a contract for code enforcement services.

Documents: [CODE ENFORCEMENT SERVICES 04.05.2016.PDF](#), [CODE ENFORCEMENT JOB DESCRIPTION \(AUTOSAVED\) RED.PDF](#), [RESPONSE RFP.PDF](#), [CODE ENFORCEMENT SERVICES AGREEMENT.PDF](#), [NEC LIST OF SERVICES.DOCX](#)

13. SOLID WASTE CONTRACT BILLING

Consider and take action relative to approving a process and any related fees related to billing for solid waste collection.

Documents: [TIMELINE FOR SHADY SHORES BILLING.PDF](#), [PRELIMINARY PROJECTIONS FOR SS BILLING.PDF](#), [AGENDA MEMO SOLID WASTE BILLING.DOCX](#)

14. ATMOS FRANCHISE AGREEMENT

Consider and discuss and take action relative to a franchise agreement renewal with Atmos Energy.

Documents: [ATMOS ENERGY MEMO 03.14.2016.PDF](#)

15. ROAD REPAIRS AND DRAINAGE IMPROVEMENTS FOR FY 2016

Consider and discuss planned road repairs and drainage improvements for the 2016 Fiscal Year.

16. 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

**ACTION AS RESULT OF EXECUTIVE SESSION**

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

18. FUTURE AGENDA ITEMS AND STAFF DIRECTION

Discuss future agenda items and provide staff direction.

19. 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.**

**TOWN OF SHADY SHORES  
PROCLAMATION  
MAYOR'S MONARCH PLEDGE**

**WHEREAS**, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

**WHEREAS**, 20 years ago, more than one billion Eastern monarch butterflies migrated to Mexico, but in the winter of 2014, only 60 million made the trip; and

**WHEREAS**, cities, towns and counties have a critical role to play to help save the monarch butterfly, and the Town of Shady Shores in conjunction with the Keep Shady Shores Beautiful has played a leadership role by launching Milkweeds for Monarchs: The Keep Shady Shores Beautiful Butterfly Project; and

**WHEREAS**, every resident of Shady Shores can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship; and

**WHEREAS**, on behalf of the people of Town of Shady Shores who have already joined me in creating healthy habitat for these magnificent butterflies, I am honored to be the join other Mayors by signing the National Wildlife Federation's Mayors' Monarch Pledge.

**Now, therefore**, I, Cindy Aughinbaugh, Mayor Pro Tem of the Town of Shady Shores, do hereby proclaim April 2016, as: "MAYORS' MONARCH PLEDGE MONTH" IN THE TOWN OF SHADY SHORES

In witness whereof, I have hereunto set my hand and caused to be affixed the seal of the **TOWN OF SHADY SHORES**, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2016.

**APPROVED:**

**Cindy Aughinbaugh, Mayor Pro-Tem**

**ATTEST:**

\_\_\_\_\_  
**Wendy Withers, Town Secretary**



# CORINTH POLICE DEPARTMENT



## January 2016 Summary

### OFFENSES

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

### ACTIVITIES

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



# CORINTH POLICE DEPARTMENT



## February 2016 Summary

### OFFENSES

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

### ACTIVITIES

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





**To:** Mayor Pro Tem Cindy Aughinbaugh and Council Members  
**From:** Wendy Withers, Town Secretary  
**CC:** Jim Shepherd, Town Attorney  
**Date:** 04/05/2016  
**Re:** Staff Report

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### **Monthly Statistics MARCH 2016**

Building Permit Report is attached

Variance Requests (0)

Re-Plat Requests (1)

Website Hits (4,108 page views average user spent approximately 3.45 minutes using the website)

Town of Shady Shores Facebook (6,655) average of people reached

Meetings Attended (23) – Council meeting (1), Planning and Zoning Commission (1) Various Meetings including Staff Meetings, Administrative Meetings, Meet with Residents

Phone Call Average (25) The highest call volume was 35 and the lowest day we received 10 calls.

**MUNICIPAL COURT**- 10 new court cases filed in March, 7 new code cases filed; 12 cases disposed

### **WEBSITE AND TECHNOLOGY**

FAST Software- The building permits module is up and running an example of the possible reports is attached. Work continues on the Code Enforcement portion.

Working with Northstar bank to set up ACH transactions for trash billing customers.

Upgraded to Quickbooks 2016

## **ORDINANCE UPDATES**

Right of Way Permits- being revised  
Subdivision Ordinance/Culvert Sizing  
Alarm Permits

## **ADMINISTRATION**

### **Projects this month include:**

Research of Fire Department Issues  
Coordination of the transition between Solid Waste Companies  
Code Enforcement Monitoring and ongoing discussions  
Coordination with FEMA on the current request for funding for road repairs  
Preparing for the relocation of Olive's Garden  
Preparation of Budget Materials for discussion

## **ITEMS OF NOTE**

Final Plat for Adkisson Ranch has been submitted and is in review process  
Lake Dallas Public Library has been working with staff to develop some partner programs-

Little Library (outside near Gazebo)  
Senior Activities 1x per quarter offered at town hall  
Summer children's activity in June and July

Town of Shady Shores  
**Balance Sheet**  
As of March 31, 2016

	<u>Mar 31, 16</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1040 · Petty cash	150.00
1200 · General Fund Checking-Northstar	902,238.25
1220 · Fund Balance (General)	540,587.45
1230 · Reserve Account	325,654.72
1231 · Reserve Acct - GreenBank	247,357.77
1232 · Reserve Acct - TX Republic Bank	248,705.25
1250 · CD's	253,014.80
Total Checking/Savings	<u>2,517,708.24</u>
Accounts Receivable	
1110 · Accounts receivable	-7,399.50
Total Accounts Receivable	<u>-7,399.50</u>
Other Current Assets	
1452 · INTEREST RECEIVABLE	254.63
1461 · Taxes Receivable	11,733.30
1463 · Rent Deposit	-200.00
Total Other Current Assets	<u>11,787.93</u>
Total Current Assets	<u>2,522,096.67</u>
<b>TOTAL ASSETS</b>	<b><u>2,522,096.67</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts payable	57,492.32
Total Accounts Payable	<u>57,492.32</u>
Other Current Liabilities	
2100 · Payroll Liabilities	-1,480.07
2101 · Payroll Liability	594.61
2111 · Direct Deposit Liabilities	206.24
2151 · Deferred Taxes	11,629.86
2160 · Municipal Court Technology Fund	262.00
2161 · Municipal Court Security Fund	200.00
2162 · Child Safety Fees	2,507.14
Total Other Current Liabilities	<u>13,919.78</u>
Total Current Liabilities	<u>71,412.10</u>
Total Liabilities	71,412.10
Equity	
3001 · Opening Bal Equity	
3002 · General Reserve Account	300,000.00
3003 · Roads and Bridges Reserve Accou	848,505.77
3004 · Capital Improvements Reserve	100,000.00
Total 3001 · Opening Bal Equity	<u>1,248,505.77</u>
3010 · Unrestrict (retained earnings)	815,162.94
Net Income	387,015.86
Total Equity	<u>2,450,684.57</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>2,522,096.67</u></b>



**Town of Shady Shores**  
**Profit & Loss Budget vs. Actual**  
**October 2015 through March 2016**

	Oct '15 - ...	Budget
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
4000 · Town Services Revenue		
4010 · Ad Valorem Tax	755,271.96	773,377.00
4050 · Sales Tax	37,663.05	75,000.00
4130 · Permits/Variances	20,813.40	50,000.00
4140 · Inspections	4,416.00	12,000.00
4400 · Interest Earned	3,599.25	6,000.00
4540 · Local government grants	0.00	
4800 · Municipal Court Fines	17,315.46	20,000.00
4900 · Facility Rental	650.00	2,000.00
4901 · Reimbursements	0.00	100.00
4902 · Community Events Income	1,154.99	500.00
<b>Total 4000 · Town Services Revenue</b>	<b>840,884.11</b>	<b>938,977.00</b>
5000 · Franchise Revenues		
5010 · TXU	80,049.27	80,000.00
5020 · Atmos Energy	22,240.56	26,000.00
5030 · CoServe	64.68	50.00
5040 · Century Telephone	1,589.16	2,800.00
5050 · Charter Communication	12,445.99	20,000.00
5070 · Waste Management	435.79	1,500.00
<b>Total 5000 · Franchise Revenues</b>	<b>116,825.45</b>	<b>130,350.00</b>
6000 · Budgeted Fund Balance	0.00	301,462.00
<b>Total Income</b>	<b>957,709.56</b>	<b>1,370,789.00</b>
<b>Expense</b>		
7400 · Contract Labor expenses		
7410 · Animal Control	8,470.00	15,400.00
7415 · Code Enforcement Officer	4,200.00	14,000.00
7420 · Fire Dept	179,068.12	306,974.00
7430 · Building Inspector	11,415.00	25,000.00
7440 · Library	14,523.00	29,046.00
7460 · Police Patrol Svc	120,093.75	160,125.00
<b>Total 7400 · Contract Labor expenses</b>	<b>337,769.87</b>	<b>550,545.00</b>
7500 · Professional Svc expenses		
7510 · Attorney fees	25,281.25	65,000.00
7520 · Accounting/Audit fees	6,600.00	6,800.00
7530 · Engineer fees	39,257.66	50,000.00
7540 · Secretary	0.00	0.00
7552 · Municipal Judge	1,050.00	2,100.00
7560 · Payroll Tax	0.00	
<b>Total 7500 · Professional Svc expenses</b>	<b>72,188.91</b>	<b>123,900.00</b>
7600 · Personnel Expenses		
7640 · Town Secretary	31,658.57	65,100.00
7650 · Office Clerk	0.00	0.00
7655 · Municipal Court Clerk	21,736.00	45,645.00
7656 · Landscape Technician	474.50	5,000.00
7660 · Payroll Tax	5,367.83	9,000.00
7661 · TMRS	380.74	5,550.00
7662 · Misc/Other	0.00	5,000.00
7663 · Staff Development	1,806.58	10,000.00
<b>Total 7600 · Personnel Expenses</b>	<b>61,424.22</b>	<b>145,295.00</b>
8000 · Infrastructure		
8010 · Signs	99.00	1,500.00
8030 · Regional Storm Water Program	8,600.00	2,500.00
8050 · Grants NCTCOG-FEMA CTP	28,000.00	30,000.00
8060 · Roads / Streets	113.12	350,000.00
8070 · Public Works		

**Town of Shady Shores**  
**Profit & Loss Budget vs. Actual**  
**October 2015 through March 2016**

	Oct '15 - ...	Budget
8070a · public works materials	425.81	
8070 · Public Works - Other	13,906.20	30,000.00
<b>Total 8070 · Public Works</b>	<b>14,332.01</b>	<b>30,000.00</b>
<b>Total 8000 · Infrastructure</b>	<b>51,144.13</b>	<b>414,000.00</b>
<b>8100 · Non-personnel expenses</b>		
8110 · Office Supplies	1,237.32	2,500.00
8115 · Texas Municipal League	4,642.85	4,400.00
8120 · Legal Advertising	366.60	2,000.00
8130 · Computer Expenses	11,177.66	15,000.00
8140 · Postage, shipping, delivery	715.41	700.00
8180 · Books, subscriptions, reference	93.00	250.00
8185 · Codification	2,115.00	1,500.00
8190 · Election expenses	0.00	4,000.00
<b>Total 8100 · Non-personnel expenses</b>	<b>20,347.84</b>	<b>30,350.00</b>
<b>8200 · Occupancy expenses</b>		
8205 · Telephone - CenturyTel	537.82	1,300.00
8210 · Utility Atmos Energy	609.04	1,000.00
8215 · Utility LCMUA	519.87	1,200.00
8220 · Utility Electric	5,454.18	14,000.00
8250 · Building Maintenance		
8250a · materials	203.04	
8250 · Building Maintenance - Other	5,828.70	20,400.00
<b>Total 8250 · Building Maintenance</b>	<b>6,031.74</b>	<b>20,400.00</b>
<b>Total 8200 · Occupancy expenses</b>	<b>13,152.65</b>	<b>37,900.00</b>
<b>8500 · Misc expenses</b>		
8510 · Dues	650.00	500.00
8515 · Promotional	1,000.00	1,500.00
8517 · Community Events	2,392.10	4,300.00
8518 · KSSB	1,420.86	6,000.00
8520 · Ad Valorem Tax Svc	2,517.78	7,500.00
8540 · Staff development	0.00	0.00
8550 · Municipal Court Fines to State	5,339.84	10,000.00
8551 · Municipal Court Software Mnt	0.00	0.00
8552 · Municipal Court Jury Service	0.00	500.00
8570 · Advertising expenses	0.00	500.00
8580 · Contingency provisions	342.00	33,649.00
8585 · Delinquent Ticket Collection Fee	384.30	2,000.00
8590 · Other expenses	0.00	200.00
8591 · Bank Service Charge	0.00	150.00
8592 · Building Deposit Refund	400.00	2,000.00
8500 · Misc expenses - Other	219.20	
<b>Total 8500 · Misc expenses</b>	<b>14,666.08</b>	<b>68,799.00</b>
<b>Total Expense</b>	<b>570,693.70</b>	<b>1,370,789.00</b>
<b>Net Ordinary Income</b>	<b>387,015.86</b>	<b>0.00</b>
<b>Net Income</b>	<b>387,015.86</b>	<b>0.00</b>

**Town of Shady Shores**  
**Profit & Loss Budget vs. Actual**  
**October 2015 through March 2016**

	\$ Over Budget	% of Bud...
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
4000 · Town Services Revenue		
4010 · Ad Valorem Tax	-18,105.04	97.7%
4050 · Sales Tax	-37,336.95	50.2%
4130 · Permits/Variances	-29,186.60	41.6%
4140 · Inspections	-7,584.00	36.8%
4400 · Interest Earned	-2,400.75	60.0%
4540 · Local government grants		
4800 · Municipal Court Fines	-2,684.54	86.6%
4900 · Facility Rental	-1,350.00	32.5%
4901 · Reimbursements	-100.00	0.0%
4902 · Community Events Income	654.99	231.0%
<b>Total 4000 · Town Services Revenue</b>	<b>-98,092.89</b>	<b>89.6%</b>
<b>5000 · Franchise Revenues</b>		
5010 · TXU	49.27	100.1%
5020 · Atmos Energy	-3,759.44	85.5%
5030 · CoServe	14.68	129.4%
5040 · Century Telephone	-1,210.84	56.8%
5050 · Charter Communication	-7,554.01	62.2%
5070 · Waste Management	-1,064.21	29.1%
<b>Total 5000 · Franchise Revenues</b>	<b>-13,524.55</b>	<b>89.6%</b>
6000 · Budgeted Fund Balance	-301,462.00	0.0%
<b>Total Income</b>	<b>-413,079.44</b>	<b>69.9%</b>
<b>Expense</b>		
<b>7400 · Contract Labor expenses</b>		
7410 · Animal Control	-6,930.00	55.0%
7415 · Code Enforcement Officer	-9,800.00	30.0%
7420 · Fire Dept	-127,905.88	58.3%
7430 · Building Inspector	-13,585.00	45.7%
7440 · Library	-14,523.00	50.0%
7460 · Police Patrol Svc	-40,031.25	75.0%
<b>Total 7400 · Contract Labor expenses</b>	<b>-212,775.13</b>	<b>61.4%</b>
<b>7500 · Professional Svc expenses</b>		
7510 · Attorney fees	-39,718.75	38.9%
7520 · Accounting/Audit fees	-200.00	97.1%
7530 · Engineer fees	-10,742.34	78.5%
7540 · Secretary	0.00	0.0%
7552 · Municipal Judge	-1,050.00	50.0%
7560 · Payroll Tax		
<b>Total 7500 · Professional Svc expenses</b>	<b>-51,711.09</b>	<b>58.3%</b>
<b>7600 · Personnel Expenses</b>		
7640 · Town Secretary	-33,441.43	48.6%
7650 · Office Clerk	0.00	0.0%
7655 · Municipal Court Clerk	-23,909.00	47.6%
7656 · Landscape Technician	-4,525.50	9.5%
7660 · Payroll Tax	-3,632.17	59.6%
7661 · TMRS	-5,169.26	6.9%
7662 · Misc/Other	-5,000.00	0.0%
7663 · Staff Development	-8,193.42	18.1%
<b>Total 7600 · Personnel Expenses</b>	<b>-83,870.78</b>	<b>42.3%</b>
<b>8000 · Infrastructure</b>		
8010 · Signs	-1,401.00	6.6%
8030 · Regional Storm Water Program	6,100.00	344.0%
8050 · Grants NCTCOG-FEMA CTP	-2,000.00	93.3%
8060 · Roads / Streets	-349,886.88	0.0%
8070 · Public Works		

**Town of Shady Shores**  
**Profit & Loss Budget vs. Actual**  
**October 2015 through March 2016**

	<u>\$ Over Budget</u>	<u>% of Bud...</u>
8070a · public works materials		
8070 · Public Works - Other	-16,093.80	46.4%
<b>Total 8070 · Public Works</b>	<b>-15,667.99</b>	<b>47.8%</b>
<b>Total 8000 · Infrastructure</b>	<b>-362,855.87</b>	<b>12.4%</b>
8100 · Non-personnel expenses		
8110 · Office Supplies	-1,262.68	49.5%
8115 · Texas Municipal League	242.85	105.5%
8120 · Legal Advertising	-1,633.40	18.3%
8130 · Computer Expenses	-3,822.34	74.5%
8140 · Postage, shipping, delivery	15.41	102.2%
8180 · Books, subscriptions, reference	-157.00	37.2%
8185 · Codification	615.00	141.0%
8190 · Election expenses	-4,000.00	0.0%
<b>Total 8100 · Non-personnel expenses</b>	<b>-10,002.16</b>	<b>67.0%</b>
8200 · Occupancy expenses		
8205 · Telephone - CenturyTel	-762.18	41.4%
8210 · Utility Atmos Energy	-390.96	60.9%
8215 · Utility LCMUA	-680.13	43.3%
8220 · Utility Electric	-8,545.82	39.0%
8250 · Building Maintenance		
8250a · materials		
8250 · Building Maintenance - Other	-14,571.30	28.6%
<b>Total 8250 · Building Maintenance</b>	<b>-14,368.26</b>	<b>29.6%</b>
<b>Total 8200 · Occupancy expenses</b>	<b>-24,747.35</b>	<b>34.7%</b>
8500 · Misc expenses		
8510 · Dues	150.00	130.0%
8515 · Promotional	-500.00	66.7%
8517 · Community Events	-1,907.90	55.6%
8518 · KSSB	-4,579.14	23.7%
8520 · Ad Valorem Tax Svc	-4,982.22	33.6%
8540 · Staff development	0.00	0.0%
8550 · Municipal Court Fines to State	-4,660.16	53.4%
8551 · Municipal Court Software Mnt	0.00	0.0%
8552 · Municipal Court Jury Service	-500.00	0.0%
8570 · Advertising expenses	-500.00	0.0%
8580 · Contingency provisions	-33,307.00	1.0%
8585 · Delinquent Ticket Collection Fee	-1,615.70	19.2%
8590 · Other expenses	-200.00	0.0%
8591 · Bank Service Charge	-150.00	0.0%
8592 · Building Deposit Refund	-1,600.00	20.0%
8500 · Misc expenses - Other		
<b>Total 8500 · Misc expenses</b>	<b>-54,132.92</b>	<b>21.3%</b>
<b>Total Expense</b>	<b>-800,095.30</b>	<b>41.6%</b>
<b>Net Ordinary Income</b>	<b>387,015.86</b>	<b>100.0%</b>
<b>Net Income</b>	<b>387,015.86</b>	<b>100.0%</b>

**Town of Shady Shores**  
**Revenue & Expenditure Detail**  
**March 2016**

Date	Memo	Amount
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>4000 · Town Services Revenue</b>		
<b>4010 · Ad Valorem Tax</b>		
03/01/2016	Deposit	179.56
03/02/2016	Deposit	504.98
03/03/2016	Deposit	4,951.07
03/04/2016	Deposit	365.94
03/07/2016	Deposit	146.07
03/09/2016	Deposit	223.82
03/09/2016	Deposit	741.28
03/11/2016	Deposit	1,002.15
03/14/2016	Deposit	384.56
03/15/2016	Deposit	1,836.92
03/17/2016	Deposit	272.81
03/21/2016	Deposit	57.00
03/22/2016	Deposit	287.97
03/23/2016	Deposit	204.83
03/31/2016	Deposit	173.25
Total 4010 · Ad Valorem Tax		11,332.21
<b>4050 · Sales Tax</b>		
03/14/2016	Deposit	4,204.09
Total 4050 · Sales Tax		4,204.09
<b>4130 · Permits/Variances</b>		
03/01/2016	621 Paradise Cove	130.00
03/01/2016	144 Hidden Valley Airpark-Red Tag	90.00
03/01/2016	1160 Cogburn Ct	765.00
03/04/2016	7 DiLago Park Place	3,317.40
03/04/2016	155 Whippoorwill-septic	560.00
03/14/2016	1160 COGBURN COURT	265.00
03/21/2016	204 Golden Meadow	130.00
03/22/2016	plumbing 132 Cielo Lane	130.00
03/28/2016	205 Shadow Lane	130.00
Total 4130 · Permits/Variances		5,517.40
<b>4140 · Inspections</b>		
03/17/2016	3362 Square Ft. Living Area	2,016.00
03/17/2016		960.00
Total 4140 · Inspections		2,976.00
<b>4400 · Interest Earned</b>		
03/31/2016	Interest	168.42
03/31/2016	Interest	337.51
03/31/2016	Interest	299.37
03/31/2016	Interest	203.19
Total 4400 · Interest Earned		1,008.49
<b>4800 · Municipal Court Fines</b>		
03/04/2016	mc4657	100.00
03/04/2016	mc3890	68.00
03/09/2016	mc3891	127.00
03/14/2016	MC-5051	20.00
03/14/2016	MC4804	50.00
03/14/2016	MC3888-01,02	50.00
03/14/2016	MC3889	102.00
03/14/2016	MC5052-01, 02	308.00
03/16/2016	mc4325	18.00
03/18/2016	Deposit	1,160.90
03/22/2016	Deposit	872.30
Total 4800 · Municipal Court Fines		2,876.20
<b>4900 · Facility Rental</b>		

**Town of Shady Shores**  
**Revenue & Expenditure Detail**  
**March 2016**

Date	Memo	Amount
03/14/2016	APRIL 23, 2016	75.00
03/14/2016	MARCH 19, 2016	75.00
Total 4900 · Facility Rental		150.00
Total 4000 · Town Services Revenue		28,064.39
<b>5000 · Franchise Revenues</b>		
<b>5020 · Atmos Energy</b>		
03/24/2016	gas franchise payment	22,240.56
Total 5020 · Atmos Energy		22,240.56
<b>5070 · Waste Management</b>		
03/24/2016	Deposit	1.42
Total 5070 · Waste Management		1.42
Total 5000 · Franchise Revenues		22,241.98
Total Income		50,306.37
<b>Expense</b>		
<b>7400 · Contract Labor expenses</b>		
<b>7410 · Animal Control</b>		
03/31/2016	April Animal Control	1,155.00
Total 7410 · Animal Control		1,155.00
<b>7415 · Code Enforcement Officer</b>		
03/07/2016	Reverse of GJE CPA72 -- For CHK voided o...	-600.00
03/31/2016		600.00
Total 7415 · Code Enforcement Officer		0.00
<b>7420 · Fire Dept</b>		
03/07/2016	fire department	25,581.16
Total 7420 · Fire Dept		25,581.16
<b>7430 · Building Inspector</b>		
03/07/2016		1,260.00
03/14/2016	SEPTIC INSPECTIONS	250.00
03/28/2016	permits	960.00
Total 7430 · Building Inspector		2,470.00
<b>7460 · Police Patrol Svc</b>		
03/07/2016	police patrol services	40,031.25
Total 7460 · Police Patrol Svc		40,031.25
Total 7400 · Contract Labor expenses		69,237.41
<b>7500 · Professional Svc expenses</b>		
<b>7510 · Attorney fees</b>		
03/28/2016	attorney fees	4,781.25
Total 7510 · Attorney fees		4,781.25
<b>7530 · Engineer fees</b>		
03/14/2016	11888	4,539.60
03/14/2016	11887	1,360.00
Total 7530 · Engineer fees		5,899.60
<b>7560 · Payroll Tax</b>		
03/07/2016	Direct Deposit	38.46
03/07/2016	Direct Deposit	-38.46
03/07/2016	Direct Deposit	0.00
03/07/2016	Direct Deposit	0.00
03/21/2016	Direct Deposit	14.72
03/21/2016	Direct Deposit	-14.72

**Town of Shady Shores**  
**Revenue & Expenditure Detail**  
**March 2016**

Date	Memo	Amount
03/21/2016	Direct Deposit	0.00
03/21/2016	Direct Deposit	0.00
Total 7560 · Payroll Tax		0.00
Total 7500 · Professional Svc expenses		10,680.85
<b>7600 · Personnel Expenses</b>		
<b>7640 · Town Secretary</b>		
03/07/2016	Direct Deposit	2,449.23
03/21/2016	Direct Deposit	2,449.23
Total 7640 · Town Secretary		4,898.46
<b>7655 · Municipal Court Clerk</b>		
03/07/2016	Direct Deposit	1,672.00
03/21/2016	Direct Deposit	1,672.00
Total 7655 · Municipal Court Clerk		3,344.00
<b>7660 · Payroll Tax</b>		
03/07/2016	Direct Deposit	103.66
03/07/2016	Direct Deposit	24.24
03/07/2016	Direct Deposit	151.85
03/07/2016	Direct Deposit	35.51
03/21/2016	Direct Deposit	103.66
03/21/2016	Direct Deposit	24.24
03/21/2016	Direct Deposit	151.85
03/21/2016	Direct Deposit	35.51
03/28/2016	payroll tax	342.00
Total 7660 · Payroll Tax		972.52
<b>7661 · TMRS</b>		
03/07/2016		95.61
03/22/2016	March 2016	95.61
Total 7661 · TMRS		191.22
Total 7600 · Personnel Expenses		9,406.20
<b>8000 · Infrastructure</b>		
<b>8070 · Public Works</b>		
03/14/2016	February Tickets	1,135.00
Total 8070 · Public Works		1,135.00
Total 8000 · Infrastructure		1,135.00
<b>8100 · Non-personnel expenses</b>		
<b>8110 · Office Supplies</b>		
03/04/2016	Fee for 2 direct deposit(s) at \$1.75 each	3.50
03/04/2016	Sales Tax for TX	0.23
03/07/2016	reimbursement	45.98
03/07/2016	ice for meeting Friday 03/04/2016	2.15
03/07/2016	reimbursement	21.64
03/07/2016		10.00
03/07/2016	office supplies	193.32
03/14/2016	COUNCIL MEETING	28.77
03/18/2016	Fee for 2 direct deposit(s) at \$1.75 each	3.50
03/18/2016	Sales Tax for TX	0.23
03/21/2016	NAME PLATE	4.00
Total 8110 · Office Supplies		313.32
<b>8115 · Texas Municipal League</b>		
03/07/2016	blanket bond	321.00
Total 8115 · Texas Municipal League		321.00
<b>8120 · Legal Advertising</b>		

**Town of Shady Shores**  
**Revenue & Expenditure Detail**  
**March 2016**

Date	Memo	Amount
03/07/2016	legal advertising	20.50
Total 8120 · Legal Advertising		20.50
<b>8130 · Computer Expenses</b>		
03/08/2016	norton antivirus subscription	113.65
03/14/2016	COMPUTER	33.98
03/18/2016	email platform improvements	152.02
03/21/2016	email transfer	760.00
03/23/2016	computer expenses/upgrade quickbooks	379.95
Total 8130 · Computer Expenses		1,439.60
<b>8140 · Postage, shipping, delivery</b>		
03/21/2016	POSTAGE	7.23
Total 8140 · Postage, shipping, delivery		7.23
<b>8180 · Books, subscriptions, reference</b>		
03/07/2016	texas Law and Procedure Manual	45.00
Total 8180 · Books, subscriptions, reference		45.00
Total 8100 · Non-personnel expenses		2,146.65
<b>8200 · Occupancy expenses</b>		
<b>8205 · Telephone - CenturyTel</b>		
03/14/2016	TELEPHONE	89.97
Total 8205 · Telephone - CenturyTel		89.97
<b>8215 · Utility LCMUA</b>		
03/07/2016	water and sewer	110.51
Total 8215 · Utility LCMUA		110.51
<b>8220 · Utility Electric</b>		
03/21/2016	electric bill	832.69
Total 8220 · Utility Electric		832.69
<b>8250 · Building Maintenance</b>		
03/21/2016	plat cabinets	939.90
03/31/2016	cleaning town hall	75.00
03/31/2016	Fire Extinguishers	60.00
Total 8250 · Building Maintenance		1,074.90
Total 8200 · Occupancy expenses		2,108.07
<b>8500 · Misc expenses</b>		
<b>8510 · Dues</b>		
03/07/2016	membership dues	150.00
Total 8510 · Dues		150.00
<b>8515 · Promotional</b>		
03/07/2016	fire works display	1,000.00
Total 8515 · Promotional		1,000.00
<b>8520 · Ad Valorem Tax Svc</b>		
03/07/2016	second quarter appraisal district	1,258.89
Total 8520 · Ad Valorem Tax Svc		1,258.89
<b>8580 · Contingency provisions</b>		
03/04/2016	road repairs meeting	342.00
Total 8580 · Contingency provisions		342.00
<b>8585 · Delinquent Ticket Collection Fee</b>		

**Town of Shady Shores**  
**Revenue & Expenditure Detail**  
**March 2016**

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Date	Memo	Amount
03/07/2016		192.30
	Total 8585 · Delinquent Ticket Collection Fee	192.30
	<b>8500 · Misc expenses - Other</b>	
03/01/2016	Mayor Spencer Flowers	-40.00
	Total 8500 · Misc expenses - Other	-40.00
	Total 8500 · Misc expenses	2,903.19
	Total Expense	97,617.37
	Net Ordinary Income	-47,311.00
	<b>Net Income</b>	<b>-47,311.00</b>



# Town of Shady Shores Statement of Cash Flows March 2016

	Mar 16
<b>OPERATING ACTIVITIES</b>	
Net Income	-47,311.00
Adjustments to reconcile Net Income to net cash provided by operations:	
2100 · Payroll Liabilities	-885.46
2101 · Payroll Liability	-412.12
2160 · Municipal Court Technology Fund	24.00
2161 · Municipal Court Security Fund	18.00
Net cash provided by Operating Activities	-48,566.58
Net cash increase for period	-48,566.58
Cash at beginning of period	2,566,274.82
Cash at end of period	<u>2,517,708.24</u>



Town of Shady Shores

4/7/2016 9:31 AM

Register: 1200 · General Fund Checking-Northstar

From 03/01/2016 through 03/31/2016

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/01/2016			-split-	Deposit		X	1,025.00	952,500.81
			Permits/Variances	621 Paradise C...			130.00	
			Permits/Variances	144 Hidden Va...			90.00	
			Permits/Variances	1160 Cogburn Ct			765.00	
			Misc expenses	Mayor Spencer...			40.00	
03/01/2016			4010 · Ad ValoremTax	Deposit		X	179.56	952,680.37
03/02/2016			4010 · Ad ValoremTax	Deposit		X	504.98	953,185.35
03/03/2016			4010 · Ad ValoremTax	Deposit		X	4,951.07	958,136.42
03/04/2016			-split-	Deposit		X	4,052.40	962,188.82
			Permits/Variances	7 DiLago Park ...			3,317.40	
			Permits/Variances	155 Whippoor...			560.00	
			Municipal Court Fines	mc4657			100.00	
			Municipal Court Techn...	mc3890			4.00	
			Municipal Court Securi...	mc3890			3.00	
			Municipal Court Fines	mc3890			68.00	
03/04/2016			4010 · Ad ValoremTax	Deposit		X	365.94	962,554.76
03/04/2016	draft	champion Limo Servi...	8580 · Contingency pr...		342.00	X		962,212.76
03/04/2016		QuickBooks Payroll ...	-split-	Created by Pay...	3,373.64	X		958,839.12
			Office Supplies	Fee for 2 direct...	-3.50			
			Office Supplies	Sales Tax for TX	-0.23			
			Direct Deposit Liabilities		-3,369.91			
03/07/2016			4010 · Ad ValoremTax	Deposit		X	146.07	958,985.19
03/07/2016	draft	Denton Publishing C...	8120 · Legal Advertising		20.50	X		958,964.69
03/07/2016	draft	Internal Revenue Ser...	-split-	75-6037224	860.52	X		958,104.17
			Payroll Liabilities		-230.00			
			Payroll Liabilities		-59.75			
			Payroll Liabilities		-59.75			
			Payroll Liabilities		-255.51			
			Payroll Liabilities		-255.51			

Town of Shady Shores

4/7/2016 9:31 AM

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From 03/01/2016 through 03/31/2016

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/07/2016	9135	Mcreary,Veselka,Bra...	8585 · Delinquent Ticke...		192.30	X		957,911.87
03/07/2016	9136	LCMUA	8215 · Utility LCMUA		110.51	X		957,801.36
03/07/2016	9137	RLI Insurance Co.	8115 · Texas Municipa...		321.00	X		957,480.36
03/07/2016	9138	TMCCP	8180 · Books, subscrip...		45.00	X		957,435.36
03/07/2016	9139	Lake Cities Chamber...	8510 · Dues		150.00	X		957,285.36
03/07/2016	9139	DCAD	8520 · Ad Valorem Ta...		1,258.89	X		956,026.47
03/07/2016	9140	Amber Schuler	-split-		69.77	X		955,956.70
			Office Supplies	reimbursement	-45.98			
			Office Supplies	ice for meeting ...	-2.15			
			Office Supplies	reimbursement	-21.64			
03/07/2016	9141	Texas Archives	8110 · Office Supplies		10.00	X		955,946.70
03/07/2016	9142	City of Corinth	7460 · Police Patrol Svc		40,031.25	X		915,915.45
03/07/2016	9143	City of Corinth	7420 · Fire Dept		25,581.16	X		890,334.29
03/07/2016	9144	City of Lake Dallas	8515 · Promotional		1,000.00	X		889,334.29
03/07/2016	9145	QUILL CORPORAT...	8110 · Office Supplies		193.32	X		889,140.97
03/07/2016	9146	Steve Koehler	7430 · Building Inspec...		1,260.00	X		887,880.97
03/07/2016	9149	TMRS	-split-		507.73	X		887,373.24
			TMRS		-95.61			
			Payroll Liability		-412.12			
03/07/2016	9133	Amber L Schuler	-split-	Direct Deposit			X	887,373.24
			Municipal Court Clerk		-1,672.00			
			Payroll Liability		83.60			
			Payroll Liabilities		0.00			
			Payroll Liabilities		153.00			
			Payroll Tax		-103.66			
			Payroll Liabilities		103.66			

Town of Shady Shores

4/7/2016 9:31 AM

Register: 1200 · General Fund Checking-Northstar

From 03/01/2016 through 03/31/2016

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
			Payroll Liabilities		103.66			
			Payroll Tax		-24.24			
			Payroll Liabilities		24.24			
			Payroll Liabilities		24.24			
			Payroll Tax		-38.46			
			Payroll Tax		38.46			
			Direct Deposit Liabilities		1,307.50			
03/07/2016	9134	Wendy S Withers	-split-	Direct Deposit		X		887,373.24
			Town Secretary		-2,449.23			
			Payroll Liability		122.46			
			Payroll Liabilities		0.00			
			Payroll Liabilities		77.00			
			Payroll Tax		-151.85			
			Payroll Liabilities		151.85			
			Payroll Liabilities		151.85			
			Payroll Tax		-35.51			
			Payroll Liabilities		35.51			
			Payroll Liabilities		35.51			
			Payroll Tax		0.00			
			Payroll Tax		0.00			
			Direct Deposit Liabilities		206.24			
			Direct Deposit Liabilities		1,856.17			
03/07/2016	CPA72R	Americas Code Enfor...	7415 · Code Enforcem...	Reverse of GJE...		X	600.00	887,973.24
03/08/2016	draft	Norton	8130 · Computer Expe...		113.65	X		887,859.59
03/09/2016			-split-	Deposit		X	134.00	887,993.59
			Municipal Court Securi...	mc3891			3.00	
			Municipal Court Techn...	mc3891			4.00	
			Municipal Court Fines	mc3891			127.00	
03/09/2016			4010 · Ad ValoremTax	Deposit		X	223.82	888,217.41
03/09/2016			4010 · Ad ValoremTax	Deposit		X	741.28	888,958.69
03/11/2016			4010 · Ad ValoremTax	Deposit		X	1,002.15	889,960.84
03/14/2016			-split-	Deposit		X	966.00	890,926.84

Town of Shady Shores

4/7/2016 9:31 AM

Register: 1200 · General Fund Checking-Northstar

From 03/01/2016 through 03/31/2016

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
			Municipal Court Fines	MC-5051			20.00	
			Municipal Court Fines	MC4804			50.00	
			Facility Rental	APRIL 23, 2016			75.00	
			Municipal Court Fines	MC3888-01,02			50.00	
			Municipal Court Techn...	MC3889			4.00	
			Municipal Court Securi...	MC3889			3.00	
			Municipal Court Fines	MC3889			102.00	
			Municipal Court Techn...	MC5052-01,02			8.00	
			Municipal Court Securi...	MC5052-01, 02			6.00	
			Municipal Court Fines	MC5052-01, 02			308.00	
			Facility Rental	MARCH 19, 2...			75.00	
			Permits/Variiances	1160 COGBU...			265.00	
03/14/2016			4050 · Sales Tax	Deposit		X	4,204.09	895,130.93
03/14/2016			4010 · Ad ValoremTax	Deposit		X	384.56	895,515.49
03/14/2016	9150	Bill Bounds	8070 · Public Works		1,135.00	X		894,380.49
03/14/2016	9151	Amber Schuler	8110 · Office Supplies		28.77	X		894,351.72
03/14/2016	9152	Bailey Environmental	7430 · Building Inspec...		250.00	X		894,101.72
03/14/2016	9153	Binkley&Barfield	-split-		5,899.60	X		888,202.12
			Engineer fees	11888	-4,539.60			
			Engineer fees	11887	-1,360.00			
03/14/2016	9154	charter Business	-split-		123.95	X		888,078.17
			Telephone - CenturyTel	TELEPHONE	-89.97			
			Computer Expenses	COMPUTER	-33.98			
03/15/2016			4010 · Ad ValoremTax	Deposit		X	1,836.92	889,915.09
03/16/2016			-split-	Deposit		X	25.00	889,940.09
			Municipal Court Techn...	mc4325			4.00	
			Municipal Court Securi...	mc4325			3.00	
			Municipal Court Fines	mc4325			18.00	
03/17/2016			4010 · Ad ValoremTax	Deposit		X	272.81	890,212.90

Town of Shady Shores

4/7/2016 9:31 AM

Register: 1200 · General Fund Checking-Northstar

From 03/01/2016 through 03/31/2016

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/18/2016			4800 · Municipal Cour...	Deposit		X	1,160.90	891,373.80
03/18/2016	draft	Host-Gator	8130 · Computer Expe...		152.02	X		891,221.78
03/18/2016		QuickBooks Payroll ...	-split-	Created by Pay...	3,373.64	X		887,848.14
			Office Supplies	Fee for 2 direct...	-3.50			
			Office Supplies	Sales Tax for TX	-0.23			
			Direct Deposit Liabilities		-3,369.91			
03/21/2016			4130 · Permits/Variances	Deposit		X	130.00	887,978.14
03/21/2016			4010 · Ad ValoremTax	Deposit		X	57.00	888,035.14
03/21/2016	draft	global Industries	8250 · Building Mainte...		939.90	X		887,095.24
03/21/2016	9155	StarTex Power	8220 · Utility Electric		832.69	X		886,262.55
03/21/2016	9156	Denton Trophy House	8110 · Office Supplies		4.00	X		886,258.55
03/21/2016	9157	Amber Schuler	8140 · Postage, shippin...		7.23	X		886,251.32
03/21/2016	9158	CKM Computer Solu...	8130 · Computer Expe...		760.00	X		885,491.32
03/21/2016	To Print	Wendy S Withers	-split-	Direct Deposit		X		885,491.32
			Town Secretary		-2,449.23			
			Payroll Liability		122.46			
			Payroll Liabilities		0.00			
			Payroll Liabilities		77.00			
			Payroll Tax		-151.85			
			Payroll Liabilities		151.85			
			Payroll Liabilities		151.85			
			Payroll Tax		-35.51			
			Payroll Liabilities		35.51			
			Payroll Liabilities		35.51			
			Payroll Tax		0.00			
			Payroll Tax		0.00			
			Direct Deposit Liabilities		206.24			
			Direct Deposit Liabilities		1,856.17			
03/21/2016	To Print	Amber L Schuler	-split-	Direct Deposit		X		885,491.32

Town of Shady Shores

4/7/2016 9:31 AM

Register: 1200 · General Fund Checking-Northstar

From 03/01/2016 through 03/31/2016

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
			Municipal Court Clerk		-1,672.00			
			Payroll Liability		83.60			
			Payroll Liabilities		0.00			
			Payroll Liabilities		153.00			
			Payroll Tax		-103.66			
			Payroll Liabilities		103.66			
			Payroll Liabilities		103.66			
			Payroll Tax		-24.24			
			Payroll Liabilities		24.24			
			Payroll Liabilities		24.24			
			Payroll Tax		-14.72			
			Payroll Tax		14.72			
			Direct Deposit Liabilities		1,307.50			
03/22/2016			4130 · Permits/Variances	Deposit		X	130.00	885,621.32
03/22/2016			4010 · Ad ValoremTax	Deposit		X	287.97	885,909.29
03/22/2016			4800 · Municipal Cour...	Deposit		X	872.30	886,781.59
03/22/2016	EFT	Internal Revenue Ser...	-split-	75-6037224	860.52	X		885,921.07
			Payroll Liabilities		-230.00			
			Payroll Liabilities		-59.75			
			Payroll Liabilities		-59.75			
			Payroll Liabilities		-255.51			
			Payroll Liabilities		-255.51			
03/22/2016	9159	TMRS	-split-	March 2016	507.73	X		885,413.34
			TMRS		-95.61			
			Payroll Liability		-412.12			
03/23/2016			4010 · Ad ValoremTax	Deposit		X	204.83	885,618.17
03/23/2016	draft	quickbooks	8130 · Computer Expe...		379.95	X		885,238.22
03/24/2016			-split-	Deposit		X	25,217.98	910,456.20
			Undeposited Funds				2,976.00	
			Waste Management				1.42	
			Atmos Energy	gas franchise p...			22,240.56	

Town of Shady Shores

4/7/2016 9:31 AM

Register: 1200 · General Fund Checking-Northstar

From 03/01/2016 through 03/31/2016

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/28/2016			4130 · Permits/Variances	Deposit		X	130.00	910,586.20
03/28/2016	draft	Texas Workforce Co...	7660 · Payroll Tax		342.00	X		910,244.20
03/28/2016	9160	Steve Koehler	7430 · Building Inspec...		960.00			909,284.20
03/28/2016	9161	Shepherd Law Firm	7510 · Attorney fees		4,781.25			904,502.95
03/31/2016			4010 · Ad ValoremTax	Deposit		X	173.25	904,676.20
03/31/2016			4400 · Interest Earned	Interest		X	337.51	905,013.71
03/31/2016	draft	Internal Revenue Ser...	-split-	75-6037224	885.46			904,128.25
			Payroll Liabilities		-242.00			
			Payroll Liabilities		-60.99			
			Payroll Liabilities		-60.99			
			Payroll Liabilities		-260.74			
			Payroll Liabilities		-260.74			
03/31/2016	9162	Americas Code Enfor...	7415 · Code Enforcem...		600.00			903,528.25
03/31/2016	9163	Genny Jackson	8250 · Building Mainte...		75.00			903,453.25
03/31/2016	9164	AAA DENTON FIR...	8250 · Building Mainte...		60.00			903,393.25
03/31/2016	9165	ALL AMERICAN D...	7410 · Animal Control		1,155.00			902,238.25





**TOWN OF SHADY SHORES  
REGULAR TOWN COUNCIL MEETING  
MARCH 14, 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	Present
Paula Woolworth	Councilmember	Present
Tom Newell	Councilmember	Present

**Also Present:** Wendy Withers, Town Secretary; Amber Schuler, Deputy Town Secretary; Jim Shepherd, Town Attorney

**1. CALL TO ORDER**

Mayor Pro Tem Cindy Aughinbaugh called the meeting to order at 7:00 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. COUNCILMEMBER/COMMITTEE/STAFF REPORTS:**

**4.I. MONTHLY REPORTS:**

A. Community Events (Mindy Grimes) - Chairman Mindy Grimes gave the community events report.

B. Keep Shady Shores Beautiful (Ashlea Grimes)- Chairman Ashlea Grimes reported that

the committee was preparing for the Great American Clean-Up. In addition they were working on a proclamation for the Mayors Monarch Pledge.

C. Animal Control (Grimes)- Councilmember Charles Grimes gave the animal control report.

D. Code Enforcement (Grimes)- Councilmember Charles Grimes gave the code enforcement report.

E. Police Report (Haines)-Councilmember Matthew Haines gave the police report.

F. Fire Report (Woolworth)—Councilmember Paula Worth gave the fire department report.

G. Planning and Zoning Report (Lea)- Commissioner Rebecca Morgan reported that the Planning and Zoning Commission had begun work on revising the Subdivision Ordinance as well as the Overnight Parking Ordinance that was to be discussed later in the meeting.

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

I. Road Repairs and Flooding Issues Update

1. Meadowlark Culvert Update
2. Other drainage issues updates

J. Announcements

1. Great American Clean Up; April 9, 2016
2. Town Hall Closed March 25, 2016 in observance of Good Friday

**Documents:** [February 2016.pdf](#), [SS Police Activity 2016.pdf](#)

## 5. 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. February 2016 Financial Reports
- B. Minutes of the January 27, 2016 Special Called Meeting
- C. Minutes of the February 8, 2016, Regular Town Council Meeting
- D. Minutes of the February 22, 2016, Special Called Meeting
- E. Approval of an Ordinance Canceling the May 7, 2016 General Election

### **ORDINANCE 288-03-2016**

**Documents:** [February 2016 Financial Reports.pdf](#), [CC 01.27.2016.docx](#), [CC MInutes 02.08.2016.pdf](#), [CC Minutes 02.22.2016.docx](#), [Cancelation of May 2016 Election2.pdf](#), [Cancelation of May 2016 Election2 \(3\).pdf](#)

Matthew Haines made a motion to approve the items on the consent agenda as presented. Tom Newell seconded the motion.

DISCUSSION: None

AYES: Grimes, Haines, Aughinbaugh, Woolworth, Newell

NAYS: None

The motion passed unanimously.

## 6. 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.

There was no one signed up to speak.

## 7. SOLID WASTE PROPOSALS

Consider and take action relative to accepting a proposal for Solid Waste Disposal and Recycling Services. Representatives from Waste Management and Community Waste Disposal (CWD) will be present to make a presentation.

**Documents:** [Agenda Memo Solid Waste Collection 03.10.2016.pdf](#), [bid tabulations RFP Garbage 03.10.2016.pdf](#)

Bill Kruger 103 Cielo Lane stated that he had questions about the recycling issues that had occurred with Waste Management.

Greg Roemer, president and owner of Community Waste Disposal (CWD) was present and gave a presentation of CWD and the services it provides.

TJ Gilmore of Waste Management was present and gave a presentation relative to the company and the services it provides.

Councilmember Matthew Haines asked Mr. Gilmore to give an overview of the recycling issues that occurred in January 2014. Rick Losa, Director of Public Sector Solutions, reported to the council that over a period of two years approximately 40% of recycling loads were purposely not taken to the recycling center and instead were disposed of in the regular landfill. Mr. Losa stated that Waste Management was currently working on a credit allocation that would be favorable to all affected entities.

Councilmember Haines stated that he had personally observed drivers placing recycling in the same trucks as the trash on more than one occasion.

Councilmember Grimes also related customer service issues that he had experienced with Waste Management.

Matthew Haines made a motion to accept the proposal submitted by Community Waste Disposal with the Town of Shady Shores providing the billing services; pending successful negotiation of a contract. Charles Grimes seconded the motion.

DISCUSSION: None

AYES: Grimes, Haines, Aughinbaugh, Woolworth, Newell

NAYS: None

The motion passed unanimously.

## **8. FIRE DEPARTMENT CONTRACT**

Receive information regarding the Fire Department Contract and upcoming negotiations.

**Documents:** [Memo Overnight Fire Department Contract Negotiations 03.10.2016.pdf](#),  
[preliminary proposals for numbers.pdf](#)

Mac Hohenberger with the Argyle Fire Department gave a presentation on the Emergency Services District #1.

There was no action taken on this agenda item.

## **9. CODE ENFORCEMENT SERVICES**

Consider and act on accepting a proposal for Code Enforcement Services.

**Documents:** [Code Enforcement Services 03.08.2016.docx](#)

A discussion was held regarding current code enforcement processes.

Tom Newell made a motion to table this agenda item for 30 days to allow time to correct deficiencies in the code enforcement process. Matthew Haines seconded the motion.

DISCUSSION: None

AYES: Grimes, Haines, Aughinbaugh, Woolworth, Newell

NAYS: None

The motion passed unanimously.

## **10. BUDGET COMMITTEE**

Consider and act on appointing council members to serve on a Budget Committee.

Committee members will work together to compile information; prepare and present preliminary budget information.

**Documents:** [Agenda Memo Budget Committee 03.14.2016.pdf](#)

Matthew Haines made a motion to appoint Cindy Aughinbaugh and Paula Woolworth to work with staff on the budget committee. Charles Grimes seconded the motion.

DISCUSSION: None

AYES: Grimes, Haines, Aughinbaugh, Woolworth, Newell

NAYS: None

The motion passed unanimously.

## **11. GOVERNANCE POLICY AMENDMENT**

Consider and take action relative to revising the Governance Police to include a provision setting a spending limit for Mayor approval of routine expenditures within the limits of the municipal budget.

**Documents:** [Agenda Memo Amendment to the Governance Policy.pdf](#), [Governance Policy Approved Final 07.13.2015 amended 03.01.2016.pdf](#)

A discussion was held relative to amending the governance policy to set a spending limit for non-routine purchases. Council members agreed that there was no need to amend the policy at the current time and no action was taken on this agenda item.

## **12. ATMOS FRANCHISE AGREEMENT**

Consider and discuss and take action relative to a franchise agreement renewal with Atmos Energy.

**Documents:** [Atmos Energy Memo 03.14.2016.pdf](#)

Jim Shepherd gave a presentation regarding the status of a proposed franchise agreement. No action was taken on this agenda item. Mr. Shepherd will bring this ordinance back for review at the April Town Council meeting.

## **13. OVERNIGHT PARKING**

**Documents:** [Memo Overnight Parking Ordinance 03.10.2016.pdf](#)

**ORDINANCE 289-03-2016**

Charles Grimes made a motion to amend the overnight parking ordinance to define the hours of overnight parking as between 12 am and 6 am. Matthew Haines seconded the motion.

DISCUSSION: None

AYES: Grimes, Haines, Aughinbaugh, Woolworth, Newell

NAYS: None

The motion passed unanimously.

## **14. ROAD BARRIERS**

Consider and take action relative to the placement of permanent barriers on S. Shady Shores Road and other areas of town if necessary.

**Documents:** [Agenda Memo Road Barriers.pdf](#), [SKMBT\\_C36016031022350.pdf](#)

Mike Simmons, Administrative Foreman, with Denton County Road and Bridge East has proposed the installation of three barriers to protect S. Shady Shores Road. The first would be installed at the tree line just south of the community center. The second at Dobbs Road and a third gate would be installed on Oakwood. Denton County will pay to construct and install the gates if the town will monitor the opening and closing of the gate.

Paula Woolworth made a motion to accept the proposal from Mike Simmons. Matthew Haines seconded the motion.

DISCUSSION: Councilmember Haines will investigate the cost of having the gates installed at Fritz lane so the road could be closed off at a later time.

AYES: Grimes, Haines, Aughinbaugh, Woolworth, Newell

NAYS: None

The motion passed unanimously.

**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 position of the Mayor

2. Discuss the evaluation of the Municipal Court Clerk 3.

Discuss the position of Municipal Court Judge

Charles Grimes made a motion to adjourn into executive session. Matthew Haines seconded the motion.

DISCUSSION: None

AYES: Grimes, Haines, Aughinbaugh, Woolworth, Newell

NAYS: NAYS

The motion passed unanimously and the council recessed into closed session at 10:35 pm.

Matthew Haines made a motion to reconvene into open session. Tom Newell seconded the motion.

DISCUSSION: None

AYES: Grimes, Haines, Woolworth, Aughinbaugh, Newell

NAYS: None

The motion passed unanimously and the council reconvened into open session at 11:12 pm.

**16. ACTION AS RESULT OF EXECUTIVE SESSION**

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

Matthew Haines made a motion to allow Mayor Pro Tem Cindy Aughinbaugh to appoint an interim municipal court judge. Charles Grimes seconded the motion.

DISCUSSION: None

AYES: Grimes, Haines, Woolworth, Aughinbaugh, Newell

NAYS: None

The motion passed unanimously.

**17. FUTURE AGENDA ITEMS AND STAFF DIRECTION**

Discuss future agenda items and provide staff direction.

- Solid Waste Contract

- Code Enforcement Issues

**18. ADJOURN**

Charles Grimes made a motion to adjourn. Matthew Haines seconded the motion.

DISCUSSION: None

AYES: Grimes, Haines, Aughinbaugh, Woolworth, Newell

NAYS: None

The motion passed unanimously and the meeting was adjourned at 11:13 pm.

PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

APPROVED:

\_\_\_\_\_  
Cindy Aughinbaugh, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Wendy Withers, Town Secretary

**Investment Report**  
January 2016-March 2016

	Total Investments	Northstar Reserve Account	Greenbank Reserve Account	TX Republic Reserve Account	CD 1 closed 2/1/14 funds transferred to Reserve Acct	CD 2 - Northstar	Northstar General Investment	General Fund (1200)
<b>Beginning of the Period</b>	\$2,394,731	\$325,355	\$247,155	\$248,537	\$0	\$253,335	\$540,587	\$779,762
<b>Additions</b>	\$442,296	\$0	\$0		\$0	\$0	\$0	\$442,296
<b>Withdrawals</b>	\$311,389		\$0		\$0	\$0	\$0	\$311,389
<b>Accumulated Interest</b>	\$2,230	\$299	\$203	\$168	\$0	\$191	\$497	\$870
<b>End of Period</b>	\$2,527,868	\$325,655	\$247,358	\$248,705	\$0	\$253,526	\$541,085	\$911,539

<b>Average Interest Rate</b>								
<b>1st Month of the Period - October</b>	0.36%	0.13%	0.50%	0.80%	-	0.45%	0.13%	0.12%
<b>2nd Month of the Period - November</b>	0.36%	0.13%	0.50%	0.80%	-	0.45%	0.13%	0.12%
<b>3rd Month of the Period - December</b>	0.36%	0.13%	0.50%	0.80%	-	0.45%	0.13%	0.12%
					-			

<b>Is this investment in compliance with:</b>								
<b>Investment Policy</b>	Yes							
<b>Relevant Provision of PFIA (Public Funds Investment Act)</b>	Yes							

<b>Total Investment</b>	
<b>Northstar - Total</b>	\$ 2,031,804.77
<b>Percentage of Investment</b>	80.38%
<b>Greenbank</b>	\$ 247,357.77
<b>Percentage of Investment</b>	9.79%
<b>TX Republic</b>	\$ 248,705.25
<b>Percentage of Investment</b>	9.84%
<b>Total Investments</b>	\$ 2,527,867.79
<b>Percentage of Investment</b>	100.00%

<b>Signature of Mayor</b>	
<b>Signature of Finance Officer</b>	



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## 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

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TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions

FROM: Mark Payne, Executive Director

DATE: March 15, 2016

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

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.” The enclosed resolution, approved by the district’s board of managers on March 10, 2016, describes the appointment process of a municipal representative to the Denco Board of Managers.

Each year on September 30<sup>th</sup>, the term of one of the two members appointed by participating municipalities expires. This year it is the term of Mr. Jim Carter. Members are eligible for consecutive terms and Mr. Carter has expressed his desire to serve another term.

In order to coordinate the appointment among 34 participating municipalities, the Denco requests the following actions by the governing bodies of each city/town:

1. **Immediate Action (Nominate):** If your city/town would like to nominate a candidate to represent the municipalities on the Denco Board of Managers, please send a letter of nomination, by way of council action, and résumé of the candidate to the Denco Area 9-1-1 District office. **For a nomination to be considered, written notification of council action must reach the Denco Area 9-1-1 District by 5:00 p.m. June 15, 2016.** No nominations shall be considered after that time.
2. **Future Action (Vote):** On June 16, 2016, Denco staff will send the slate of nominees to each city/town for consideration, requesting the city/town council vote by resolution for one of the nominees. Written notice of the council’s selection must reach the Denco Area 9-1-1 District by 5:00 p.m. on September 15, 2016. No votes will be accepted after that time.
3. **Process Closure (Results):** The Denco Board of Managers and all municipal jurisdictions will be informed of the votes from responding cities/towns. The candidate with the most votes will be the municipalities’ representative to the Denco Area 9-1-1 District Board of Managers for the two-year term beginning October 1, 2016.

Please send a copy of your council’s official action and candidate résumé to the Denco Area 9-1-1 District, **P.O. Box 293058, Lewisville, TX 75029-3058** or to Andrea Zepeda at [andrea.zepeda@denco.org](mailto:andrea.zepeda@denco.org). Denco staff will acknowledge receipt and sufficiency of the submitted documents. If that acknowledgement is not received within one (1) business day, or you have any other questions, please contact Ms. Zepeda at 972-221-0911. As a courtesy, Denco will provide notification of your council’s action to the nominee.

A sample nomination resolution has been enclosed for your convenience. Thank you for your support of the Denco Area 9-1-1 District.

c: Denco Area 9-1-1 District Board of Managers

Enclosures

## **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.

**TOWN OF SHADY SHORES**  
**RESOLUTION NUMBER \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, NOMINATING ONE CANDIDATE TO A SLATE OF NOMINEES FOR THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT.**

**WHEREAS**, Section 722, 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 TOWN OF SHADY SHORES, TEXAS:

Section 1

The Town of Shady Shores hereby nominates Jim Carter as a candidate for appointment to Board of Managers for the Denco Area 9-1-1 District.

Section 2

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

**PASSED AND APPROVED** by the Town Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor Pro Tem Cindy Aughinbaugh,  
Town of Shady Shores

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Wendy Withers, Town Secretary

\_\_\_\_\_  
Jim Shepherd, Town Attorney

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF DENTON**           §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
DENTON COUNTY, TEXAS, AND THE TOWN OF SHADY SHORES, TEXAS**

**THIS AGREEMENT** is made and entered into by and between Denton County, Texas, a duly organized political subdivision of the State of Texas, hereinafter “the County,” and the Town of Shady Shores, Texas, a duly organized municipality, existing under the laws of the State of Texas, hereinafter “the Town.” The County and the Town are both collectively referred to herein as “the Parties.” This Agreement is for the purpose of providing for the construction and maintenance of three road barrier gates on a portion of Shady Shores Road, which shall be used to close portions of the road for public safety purposes during periodic flooding, caused by heavy rainfall, hereinafter “the Project.”

**WHEREAS**, the County and the Town mutually desire to enter into this Agreement whereby the County will construct and install three road barrier gates on a portion of Shady Shores Road, located entirely within the municipal limits of the Town and in Denton County Commissioner Precinct #1; and

**WHEREAS**, the Town shall be responsible for operating the three road barrier gates on Shady Shores Road by opening and closing them whenever the Town determines that periodic flooding, caused by heavy rainfall, requires closure of Shady Shores Road; and

**WHEREAS**, the road involved in the Project is an integral part of the road system of the County and the Town; and

**NOW, THEREFORE**, the County and the Town, for the mutual consideration stated herein, agree and understand as follows:

**WITNESSETH:**

**I.**

Pursuant to Texas Government Code §791.011, the Parties hereto agree that the purpose of this Agreement is to ensure that certain governmental functions and services in the area of streets, roads, and drainage are performed. The Parties further agree that each of them is authorized to perform the functions and services individually.

**II.**

In accordance with Texas Transportation Code §251.012, the governing body of the Town hereby approves of the expenditure of County money to finance the construction, improvement, maintenance or repair of a street or alley in the County that is located in the Town. The Denton County Commissioners Court hereby authorizes the County to perform work on behalf of the Town through the use of county equipment.

**III.**

The County agrees to construct and install three road barrier gates on a portion of Shady Shores Road located entirely within the municipal limits of the Town and in Denton County Commissioner Precinct #1.

**IV.**

The Town shall be responsible for operating the three road barrier gates on Shady Shores Road by opening and closing them whenever the Town determines that periodic flooding, caused by heavy rainfall, requires closure of Shady Shores Road.

**V.**

The County and the Town agree that the installation of the three road barrier gates on Shady Shores Drive will help to promote public safety and that it serves a public purpose.

**VI.**

The County agrees and understands that the County, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the Town.

**VII.**

The Town agrees and understands that the Town, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the County.

**VIII.**

The County agrees to accept full responsibility for the acts, negligence, or omissions of all County employees, agents, subcontractors, or contract laborers doing work under a contract or agreement with the County.

**IX.**

The Town agrees to accept full responsibility for the acts, negligence, or omissions of all Town employees, agents, subcontractors, or contract laborers doing work under a contract or agreement with the Town.

**X.**

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the Town waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

**XI.**

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. Further, this agreement shall be performable in Denton County, Texas.

**XII.**

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

**XIII.**

The undersigned officer or agents of the Parties hereto are the properly authorized officials who have the necessary authority to execute this Agreement on behalf of the Parties, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

**XIV.**

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

**XV.**

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed.

**XVI.**

This Agreement may be terminated in whole or in part by the County or the Town upon thirty days written notice to the other party sent via certified mail, return receipt requested. Notices shall be directed as follows:

For Town:                   Honorable Cindy Aughinbaugh, Mayor Pro-Tem  
Town of Shady Shores, Texas  
101 S. Shady Shores Road  
Shady Shores, Texas 76208

For Town:                   Wendy Withers, Town Secretary  
Town of Shady Shores, Texas  
101 S. Shady Shores Road  
Shady Shores, Texas 76208

For County:               Honorable Mary Horn  
Denton County Judge  
110 West Hickory Street, 2nd Floor  
Denton, Texas 76201

Copy To:                   Denton County Criminal District Attorney's Office - Civil Division  
1450 East McKinney Street, Suite 3100  
Denton, Texas 76209

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**DENTON COUNTY, TEXAS**  
110 West Hickory Street, 2<sup>nd</sup> Floor  
Denton, Texas 76201

**TOWN OF SHADY SHORES, TEXAS**  
101 S. Shady Shores Road  
Shady Shores, Texas 76208

By: \_\_\_\_\_  
Honorable Mary Horn  
Denton County Judge  
Acting by and on behalf of the authority of  
Denton County Commissioners Court

By: \_\_\_\_\_  
Honorable Cindy Aughinbaugh, Mayor Pro-Tem  
Town of Shady Shores, Texas  
Acting by and on behalf of the  
Town Council

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Denton County Clerk

By: \_\_\_\_\_  
Town Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant District Attorney

By: \_\_\_\_\_  
Town Attorney

**APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN  
DENTON COUNTY, TEXAS, AND THE TOWN OF SHADY SHORES, TEXAS**

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project requiring the assignment of responsibility and obligation to provide for the construction and maintenance of three road barrier gates on a portion of Shady Shores Road, which shall be used to close portions of the road for public safety purposes during periodic flooding, caused by heavy rainfall, hereinafter “the Project.” The County will construct and install three road barrier gates on a portion of Shady Shores Road located entirely within the municipal limits of the Town and in Denton County Commissioner Precinct #1 and the Town shall be responsible for operating the three road barrier gates on Shady Shores Road by opening and closing them whenever the Town determines that periodic flooding, caused by heavy rainfall, requires closure of Shady Shores Road. The County and the Town agree that the installation of the three road barrier gates on Shady Shores Drive will help to promote public safety and that it serves a public purpose.

Denton County hereby gives specific written approval of the Project prior to beginning the Project in satisfaction of the requirements of Texas Government Code §791.014.

The local governments who requested the Project and with whom this Agreement is by and between are Denton County, Texas, and the Town of Shady Shores, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Presiding Officer of the Denton  
County Commissioners Court



**To:** Mayor Pro Tem Cindy Aughinbaugh and Council members  
**From:** Wendy Withers, Town Secretary  
**CC:** Jim Shepherd, Town Attorney  
**Date:** 04/05/2016  
**Re:** PRESENTATION BY LAKE CITIES MUNICIPAL AUTHORITY  
(LCMUA) REGARDING STRATEGIC INFRASTRUCTURE  
IMPROVEMENTS AND FUNDING STRATEGIES

---

**ACTION REQUESTED:** Receive a presentation from Lake Cities Municipal Authority (LCMUA) regarding strategic infrastructure improvements and funding strategies; and information about the upcoming election and the ballot proposal regarding the same.

**BACKGROUND INFORMATION:** Lake Cities Municipal Authority has developed a 10 year capital improvements plan for the tri-city area. (Lake Dallas, Hickory Creek and Shady Shores). Previously Lake Cities imposed a tax rate to help pay for improvements and infrastructure. That tax was retired in 1994. In order to fund upcoming improvements LCMUA is proposing that the tax rate be reinstated between the three participating cities in order for fund some of the proposed capital improvements.

On May 7, 2016 voters will be asked to vote in favor of re-instituting a separate tax rate for LCMUA customers. The initial tax rate has not been determined but will rather be determined at a later date through a process that is similar to the way the Town of Shady Shores approves their tax rate each year.





## LCMUA Proposition 1

Authorize the Board of Directors of Lake Cities Municipal Utility Authority to levy, assess, and collect annual ad valorem taxes on Taxable Property within the Authority in accordance with the laws of the State of Texas for the continued maintenance and operation of the Authority’s water and sewer systems.

### EARLY VOTING

**APRIL 25 – 30**

**&**

**MAY 2 - 3**

**MULTIPLE LOCATIONS & TIMES**

### ELECTION DAY

**MAY 7**

**LOCATION:**

**LAKE DALLAS CITY HALL  
212 MAIN ST, LAKE DALLAS**

**TIME:**

**7:00 AM — 7:00 PM**

Additional Information is available at <http://www.votedenton.com/>

“Our mission is to produce and distribute safe, high quality water for domestic and commercial uses as well as provide fire protection, all at the most economical cost to our customers.

Your vote in this election will tell me and the other Board members if you want some of the needed revenues to come from property taxes or if you’d prefer to rely on rates paid on monthly water bills.”



*Cecil Carter, Board President*

**LCMUA IS HOLDING  
AN ELECTION TO GET  
YOUR INPUT**



**THIS IS IMPORTANT FOR  
EACH OF US AND  
OUR COMMUNITIES**



**IF PASSED, IT WOULD  
ALLOW LCMUA TO  
LEVY A PROPERTY TAX**



**LCMUA NEEDS  
ADDITIONAL FUNDING**



**A TAX IS NOT  
THE ONLY OPTION**

## Lake Cities Municipal Utility Authority

Next Board Meeting  
May 16, 2016 at 7:00 pm

501 N Shady Shores Dr.  
Lake Dallas, TX 75065

Phone: (940) 497-2999  
Web: [www.lcmua.com](http://www.lcmua.com)

## Background

Lake Cities Municipal Utility Authority (LCMUA) has a duty to provide continuous and adequate service to its service area, which includes Lake Dallas, Shady Shores and Hickory Creek. At its January 11, 2016 meeting, the LCMUA Board ordered an election to be held for the purpose of seeking approval for collection of property taxes. LCMUA is granted taxing powers through its enabling legislation, and actually had a property tax until 1994. The Board called the election to get voter opinion on using property taxes as another means to fund the necessary operational costs of the utility in addition to water and sewer rates.

To carry out its mission, LCMUA must continually repair or replace existing facilities as well as expand systems to support growth. Line repairs, such as the patch shown below have been performed on many segments of the older system lines, but full replacements will ultimately be necessary as lines deteriorate.



Failed Line Showing Previous Patching Repairs

This is a challenge facing utilities around the nation. In its 2012 nationwide report titled, *Buried No Longer: Confronting America's Water Infrastructure Challenge*, the American Water Works Association (AWWA) states, "restoring existing water systems as they reach the end of their useful lives and expanding them to serve a growing population will cost at least \$1 trillion over the next 25 years... Delaying the investment can result in degrading water service, increasing water service disruptions, and increasing expenditures for emergency repairs. Ultimately we will have to face the need to "catch up" with past deferred investments, and the more we delay the harder the job will be when the day of reckoning comes."

## Capital Improvement Program

A number of years ago, LCMUA began developing a plan that would encompass present water and sewer needs and anticipated future growth of the service area. It engaged the professional engineering company Belcheff & Associates, Inc. (Belcheff) that developed population and demand estimates of the future growth of each of the municipalities served.

The original plan was accepted and approved by the Texas Commission on Environmental Quality (TCEQ) in 2012. It has been recently updated. To maintain required capacity, LCMUA will have to build larger water and sewer facilities for a greater pressure plane. All these plans went through the approval process at the TCEQ.

As part of its work, Belcheff recommended a number of projects in the next five years as shown in the tables to the right. Given the totals required, LCMUA will likely need to issue debt to fund the projects.

Water Projects	Cost (\$)
Phase I Waterline Loop	6,036,300
North Pump Station	198,500
Misc. Development Participation	585,300
Water Master Plan and CIP Updates	21,000
<b>Total Water Projects</b>	<b>6,841,100</b>

Wastewater Projects	Cost (\$)
Lift Station No. 7 Improvements	3,184,900
Shady Shores Rd Interceptor Phase 1	253,300
Shady Shores Rd Interceptor Phase 2	435,500
Lift Station Abandonment Project	239,000
Misc. Development Participation	585,300
Sewer Master Plan and CIP Updates	21,000
<b>Total Wastewater Projects</b>	<b>4,719,000</b>

## LCMUA Operational Statistics

### SERVICE AREA

3 Cities

Over 4,600 Customers

Population of More  
than 14,000

### WATER SYSTEM

81 Miles of Lines

801 Valves

529 Fire Hydrants

3 Elevated Storage  
Total 600K Gallons

3 Ground Storage  
Total 1.2M Gallons

3 Water Wells

4 Pump Stations

### SEWER SYSTEM

58 Miles of Lines

262,371 Linear Feet  
of Gravity Pipe

42,300 Linear Feet  
of Force Main Pipe

20 Sewer Lift Stations

611 Manholes

## Financial Forecast & Revenue Need

LCMUA engaged NewGen Strategies and Solutions LLC. (NewGen), a firm of environmental economists and rate specialists, to make a forecast of water and sewer rates necessary to pay for the required new infrastructure and ongoing operations. NewGen worked with staff to develop a forecast of required costs for the next five years including expected capital previously mentioned. Once costs were estimated into rate revenue requirements, NewGen estimated how well the current rates would perform if unchanged in future years including normal consumption and growth in customers. As shown below, this estimate clearly illustrates that current rates are not going to adequately meet LCMUA needs.

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
<b>WATER</b>					
Revenue Need	\$3,994,103	\$4,793,694	\$4,963,643	\$5,182,553	\$5,480,289
Projected Revenue Under Current Rates	4,044,509	4,096,816	4,150,169	4,204,588	4,260,097
<b>Over / (Under) Recovery</b>	<b>50,406</b>	<b>(696,878)</b>	<b>(813,474)</b>	<b>(977,965)</b>	<b>(1,220,192)</b>
<b>WASTEWATER</b>					
Revenue Need	\$3,076,603	\$3,498,733	\$3,633,778	\$4,045,761	\$4,267,791
Projected Revenue Under Current Rates	2,473,517	2,512,018	2,551,290	2,591,346	2,632,204
<b>Over / (Under) Recovery</b>	<b>(603,086)</b>	<b>(986,715)</b>	<b>(1,082,489)</b>	<b>(1,454,415)</b>	<b>(1,635,586)</b>
<b>TOTAL</b>					
Revenue Need	\$7,070,707	\$8,292,427	\$8,597,421	\$9,228,315	\$9,748,079
Projected Revenue Under Current Rates	6,518,026	6,608,834	6,701,458	6,795,935	6,892,301
<b>Over / (Under) Recovery</b>	<b>(552,681)</b>	<b>(1,683,593)</b>	<b>(1,895,963)</b>	<b>(2,432,380)</b>	<b>(2,855,779)</b>

## Revenue Alternatives

The alternatives are funding through either [1] an ad valorem tax and water and sewer rates or [2] increased water and sewer rates. Without an ad valorem tax, LCMUA monthly utility rate increases will need to be higher than with a taxing option. Taxes were estimated including an estimate for non-collections for all of LCMUA areas, and it was determined that an \$0.18 tax would cover the Fiscal Year 2017 shortfall. The Board has not settled on a rate amount at this time, but has considered a range from \$0.15 to \$0.25. Tax levy amounts for the average homeowner are estimated below assuming \$0.18.

City	Average Home Taxable Value	Average Home Estimated Levy (Annual)	Average Home Estimated Levy (if Monthly)	Total City Taxable Value	Total City Estimated Levy
Hickory Creek	\$ 216,391	\$ 390	\$ 32	\$ 409,114,376	\$ 736,406
Lake Dallas	\$ 140,149	\$ 252	\$ 21	\$ 368,281,451	\$662,907
Shady Shores	\$ 253,015	\$ 455	\$ 38	\$ 261,860,486	\$ 471,349

While not a recommendation, the projected shortfall could also be made up simply by increasing both water and wastewater minimum charges and achieve a similar level of certainty as with the ad valorem tax option. This would increase monthly cost to a normal resident by \$57. From these estimates, the property tax option reduces the total cost to the average resident as compared to adjusting minimum monthly charges.



**To:** Mayor Pro Tem Cindy Aughinbaugh and Council members  
**From:** Wendy Withers, Town Secretary  
**CC:** Jim Shepherd, Town Attorney  
**Date:** 04/05/2016  
**Re:** Fire Department Contract

---

**ACTION REQUESTED:** Consider and discuss the upcoming fire contract negotiations. Provide staff direction.

**BACKGROUND INFORMATION:** The Town of Shady Shores currently contracts with the Lake Cities Fire Department for Fire Protection Services. Preliminary numbers have been provided to the town for the 2017 contract renewal. The Town must provide notice no later than October 2016 whether or not it intends to renew the service.

Lee Ann Bunselmeyer, Acting Citing Manager and Fire Chief Curtis Birt will be present to answer questions.



**To:** Mayor Pro Tem Cindy Aughinbaugh and Council members  
**From:** Wendy Withers, Town Secretary  
**CC:** Jim Shepherd, Town Attorney  
**Date:** 03/31/2016  
**Re:** Solid Waste and Recycling Contract

---

**ACTION REQUESTED:** Consider and act on approving a contract with Community Waste Disposal for Solid Waste and Recycling.

**BACKGROUND INFORMATION:** The Town of Shady Shores accepted the proposal from Community Waste Disposal (CWD) to provide solid waste collection and recycling services pending successful negotiation of a contract at the March 14, 2016 regular Town Council Meeting.

The Town attorney has reviewed the contract and made appropriate changes. The proposed timeline will have CWD beginning service on Wednesday, May 4, 2016.



**To:** Mayor Pro-Tem Cindy Aughinbaugh and Town Council Members  
**From:** Wendy Withers, Town Secretary  
**CC:** Jim Shepherd, Town Attorney  
**Date:** 04/05/2016  
**Re:** Code Enforcement Services

---

**ACTION REQUESTED:** Consider and discuss objectives for Code Enforcement. Consider and take action relative to approving a contract for Code Enforcement Services.

**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 14, 2016 Town Council meeting Councilmembers agreed to continue with the existing contract for Code Enforcement for an additional thirty (30) days in order to correct deficiencies. Staff and Councilmembers Woolworth and Grimes have been working closely with Bob Matthews to identify; define and solve issues and deficiencies in the code enforcement process. **Staff is seeking direction from council for a unified objective for Code Enforcement services.**

**FINANCIAL CONSIDERATIONS:** The rate proposed by NEC Services is \$10 more than our current service provider and the minimum hours proposed are an increase of 5 to 10 hours. Additional funds were budgeted in code enforcement this year to cover additional services.

**ALTERNATIVES:**

1. Council could choose to seek a contract with NEC Services

2. Council could outline further objectives and continue to monitor progress.
3. Council could choose to continue with our current provider's America's Code Enforcement Services
4. Council could make no decision at the time.

## **The Town of Shady Shores is seeking Proposals for a Code Enforcement Officer**

### **SCOPE OF SERVICES:**

The Town Council of the Town of Shady Shores invites qualified professionals to submit proposals for Code Enforcement Officer. The Code Enforcement officer works as an independent contractor for the Town. The Contract period will be one (1) year, beginning on or around April 1, 2016, with renewals yearly upon the agreement of both the vendor and the Town of Shady Shores. The contract may be terminated at any time, without cause. The Town has established some minimum services requirements. However, if the proposer believes that there are other ways to effectively and efficiently deliver the services, the Town encourages creativity in formal proposals.

The Code Enforcement Officer is an independent contractor.

### **BACKGROUND**

The Town of Shady Shores currently has a population of approximately 2,610 and covers 2.9 square miles of property just south of Denton, Texas. Shady Shores' residents take pride in being a small residential community.

### **DESCRIPTION OF SERVICES:**

- The requested services include conducting inspections and identifying violations of health, safety and welfare ordinances of the Town, including the nuisance, dangerous structures, and zoning ordinances; and preparing and mailing various reports, notifications and citations; meeting with property owners to facilitate voluntary code compliance and final resolution; making court appearances; answering questions and providing information regarding ordinance violation issues and minimum standards for residential properties. Services also include completing data entry; maintaining accurate records; and assisting special projects as needed. The Contractor must also have a clear understanding of Town ordinances and codes; and possess good communication and presentation skills.
- **EXAMPLES OF WORK TO BE PERFORMED:**  
Issue warnings when deficiencies or violations are discovered and issue citations for noncompliance with applicable codes. Investigate

complaints and make reports of field inspections. Consult with the Town Attorney on all legal matters and act as a witness in prosecution of code violators when requested.

- Investigate complaints and notify the parties out of compliance with ordinances what changes are required and develop written evidence for possible legal action.
- Patrol neighborhoods identifying violations of health, zoning and other town ordinances and enforcing the applicable law. Enforce ordinances in response to complaint calls, dispatched calls or personal observation.
- Investigate and assist in the legal process of the abatement of abandoned and dangerous buildings.
- Maintain an accurate daily log and a list of current inspections, complaints and problems reported so that the status can be determined at all times. Prepare all necessary documents and input all cases into the computer program. Prepare evidence for court and appear in court as needed.
- Answer questions regarding various codes and ordinances, receive and log complaints, putting hostile and upset people at ease.
- Related work as required. Attend regularly scheduled meetings with Town staff, prepared to provide all updates and receive direction on new violations.

#### **REQUIRED KNOWLEDGE SKILLS AND ABILITIES:**

1. Ability to gain knowledge of the Town of Shady Shores code of ordinances, zoning codes and oversee its enforcement.
2. Ability to communicate professionally, tactfully and effectively with the public, developers, administrative staff, local agencies and members of Town Council
3. Ability to make clear and concise decisions regarding life, health and safety issues in regards to the public.
4. Ability to maintain records.
5. Ability to prepare reports.
6. Skill in communicating effectively orally and in writing.
7. Ability to handle multiple assignments.
8. Knowledge of computer operations for daily input.
9. Ability to work evenings and weekends as needed.

#### **REQUIRED EDUCATION, TRAINING AND EXPERIENCE:**

- High school diploma or GED
- Current Registered Code Enforcement Officer License issued by the Texas Department of State Health Services
- Two years' experience in code enforcement preferred.
- Valid Texas driver's license.

## **REFERENCES:**

Proposals should include 3 professional references. References from Municipalities are preferred.

## **CONTACT PERSON**

All inquiries regarding any aspect of this request for proposal shall be directed solely to:

Wendy Withers, Town Secretary  
town.secretary@shady-shores.com  
940-498-0044 (phone)  
940-497-2597 (fax)

## **Conflict of Interest Form**

Effective January 1, 2006, House Bill 914 requires any contractor that wishes to conduct business or to be considered for business with any political subdivision, to complete a "Conflict of Interest" questionnaire. The completed questionnaire must be returned with the proposal.

## **Insurance**

The Town of Shady Shores requires vendor(s) to be insured in not less than the following amounts:

Automotive: 100,000/300,000

Business: 100,000/300,000

Workers Compensation for all employees

# America's Code Enforcement

3/3/2016

Good Afternoon,

Thank you for the opportunity to once again earn your business. The sections below will answer and address the Code Enforcement RFP. If you have any questions please feel free to call at 972-837-6142.

I affirm that America's Code Enforcement (ACE) meets and exceeds the Code Enforcement RFP requirements and has been working to enforce the Town of Shady Shores code of ordinances for the last four plus years. Below you will find our cost structure, recommendations, work experience, education, insurance information, and references.

## **Cost Structure:**

Code Enforcement is billed out at \$30 per hour, per Officer in 5 hour blocks. This service is available during standard business hours and on nights and weekends as needed. Due to the increased risk on night and weekend code enforcement we require two code officers and the presence of the Corinth Police Department.

## **Recommendation:**

Over the last 30 days we have almost doubled the 5 hours per week that we were contracted to perform. This increase is due to additional requests for evening patrols and an overall higher level of need from the Town of Shady Shores. We are recommending a minimum of 10 hours per week. I honestly believe that the Town of Shady Shores could easily need 15+ per week especially during Spring time with all the tall grass and weeds on top of the other challenges we are currently engaged with. Code enforcement is all about the hours. More hours equals more enforcement. If the Town of Shady Shores requests additional hours, we could go up to 20+ hours with a 30 days notice.

Code projects can be highly effective. We have used this project type approach to focus on junk vehicles, debris piles and, recently, to educate residents about the town overnight parking ordinance. These projects help focus our efforts and give everyone a clear mission/goal.

**Recommendation Breakdown:**

- 10 Hours per week minimum
- More use of code projects to focus enforcement

**Education:**

Bob Matthews      Chapman University BA Criminal Justice  
University of Phoenix MBA

Steve Bigelow      Chapman University BA Communication

**Work Experience and Certifications:**

Bob Matthews 5 years as a state certified code enforcement officer.

Steve Bigelow 3+ years as a state certified code enforcement officer.

**Insurance:**

America's Code Enforcement carries both professional and general liability insurance policies of \$1,000,000 each policy, per occurrence. These policies are provided by Mansfield Insurance. Copies are attached.

**References:**

James Edland - Police Chief, Northeast Police Department

940-222-1511

Brian Barrett - Police Chief, Caddo Mills

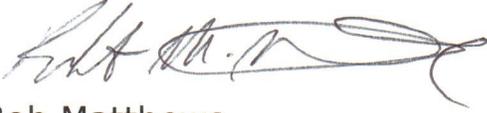
903-513-1515

Charles Grimes - Town of Shady Shores Council member

940-536-8768

Once again we thank you for opportunity to continue to serve The Town of Shady Shores.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Matthews", with a stylized flourish at the end.

Bob Matthews

America's Code Enforcement

972-837-6142

**CODE ENFORCEMENT SERVICES AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF DENTON    §

This Code Enforcement Services Agreement (“the Agreement”) is made, entered into, and effective as of the 22<sup>nd</sup> day of OCTOBER, 2012, by and between the Town of Shady Shores, Texas, a Type A General Law City of the State of Texas (the “Town”), and Bob Matthews, an individual, residing at 12860 Tischler Rd. Pilot Point, TX 76258 (“Contractor”), who are collectively referred to as “the parties.”

**RECITALS**

WHEREAS, Contractor possesses certain skills, knowledge, and experience;

WHEREAS, the Town desires to engage Contractor to perform certain services using such skills, knowledge, and experience, and Contractor desires to be so engaged, as an independent contractor; and

WHEREAS, the Town and Contractor desire to enter into the Agreement in order to set forth the terms and conditions under which Contractor will provide such services.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, and for other good and valuable consideration, the receipt and legal sufficiency which are hereby acknowledged, the Town and Contractor hereby agree as follows:

**ARTICLE 1  
TERM**

The parties agree that this Agreement may be terminated by either party, at any time.

**ARTICLE 2  
SCOPE OF WORK**

During the Term, Contractor shall, from time to time as requested by the Town and if agreeable to the Contractor, provide the Town the following services (collectively, the “Services”):

1. Enforce Shady Shores nuisance, health and safety, and related Town Ordinance violations.
2. Provide before and after pictures of violations for court
3. Research property information
4. Notification to property owners concerning their property or properties
5. Issue citations if property is not brought into compliance
6. Assist in updating the nuisance and safety ordinances
7. Provide monthly activity report

8. Cooperate with and provide testimony in court, and any relevant appeals, in code enforcement cases in the municipal court.

### **ARTICLE 3 COMPENSATION**

For and in consideration of the performance by Contractor of the Services and the other terms, conditions, covenants, and agreements contained in the Agreement, the Town shall pay to Contractor the following:

#### **3.1 Compensation**

During the Term, the Town shall pay Contractor the following rates for services performed pursuant to this Agreement:

A. For services of 5 hours per week, the Contractor will submit an invoice on a monthly basis at an Monthly rate of \$600 per month for all field and administrative work performed pursuant to this agreement.

B. In the event the Town requires more than Twenty (20) hours per month, the Contractor may bill the hours requested by the Town and performed by the Contractor at the rate of thirty dollars (\$30) per hour.

C. The Contractor may submit invoices to the Town which include out-of-pocket expenses of the Contractor pursuant to this Agreement. This would include postage, registered mail, and public data searches. Automobile expenses are not to be submitted as expenses.

D. The Contractor agrees to, at the end of each calendar month in which the Services are performed, submit to the Town an invoice identifying work completed during the prior month. Invoices shall reference this Agreement and detail the work performed, the days worked, and where relevant, the hours worked during the relevant period. Requested expenses should be documented on the monthly invoices. The Town agrees to make payment for all approved invoices and approved expenses. Should a discrepancy or conflict arise with respect to the invoiced amount, the disputed portion of the invoice will not be paid until the parties resolve such discrepancy or conflict to their mutual satisfaction. All invoices will be sent to:

**Mailing Address:**

Mayor  
Town of Shady Shores  
P.O. Box 362  
Lake Dallas, Texas 75065

**Physical Address:**

101 S. Shady Shores Road  
Shady Shores, TX 76208  
Telephone: 940-498-0044  
Facsimile: 940-497-2599

**ARTICLE 4  
CONFLICT OF INTEREST**

Contractor agrees that he will not, during the Term, enter into any agreement or relationship of any kind or conduct himself in any manner which could reasonably be expected to result in, or otherwise create, an either actual or perceived conflict of interest that would be adverse to the interests of the Town or any of its Affiliates. For purposes of the Agreement, the term "Affiliate" shall mean any person or entity that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the Town.

**ARTICLE 5  
CONFIDENTIALITY**

**5.1 Confidentiality and Nondisclosure**

Contractor understands and agrees that he currently has, and in connection with his performance of the Services hereunder he will acquire, information of a proprietary and/or confidential nature relating to the business of the Town and its Affiliates. Contractor hereby expressly agrees to maintain in strictest confidence and not to use in any way (including without limitation in any future business relationship of Contractor), publish, disclose, or authorize anyone else to use, publish or disclose in any way, any proprietary, confidential or other non-public information or document of any kind relating in any manner to the business or affairs of the Town or its Affiliates. Notwithstanding the foregoing, Contractor may retain his professional files and utilize the forms and other documentation contained therein, provided that such utilization does not violate the foregoing obligation.

**5.2 Survival of Covenants**

The covenants and agreement of Contractor set forth in this Article are of a continuing nature and shall survive the expiration, termination, or cancellation of the Agreement regardless of the reason of such termination or cancellation.

**ARTICLE 6  
INDEPENDENT CONTRACTOR RELATIONSHIP**

It is the intention of the parties hereto that Contractor shall act as, and be deemed in all respects to be, an independent contractor and not an employee or agent of the Town. Contractor shall be responsible for providing any labor, materials, equipment, transportation, and facilities necessary or appropriate to timely and properly complete the Services in accordance with the provisions of the Agreement. The parties understand and agree that, so long as Contractor performs the Services in accordance with the standards and other provisions set forth herein, Contractor shall control and direct the performance of the Services and shall perform the Services in an independent and professional manner.

Contractor shall not be empowered to and shall not enter into any agreement or incur any obligations on behalf of the Town, or commit the Town in any manner, without the Town's prior written consent, and Contractor shall indemnify and hold the Town harmless from and against

any and all expenses, costs and damages that the Town may incur as a result of any breach, or alleged breach, of this agreement, and/or any action, of failure to act, of Contractor.

Furthermore, Contractor shall not be eligible to participate in any employee benefit plan, program, or policy sponsored by the Town, or otherwise made available to employees of the Town.

**ARTICLE 7  
COMPLIANCE WITH LAW**

Contractor represents and warrants to the Town that he is now knowledgeable of, or prior to the commencement of the Services will become knowledgeable of, all federal, state, and local laws, rules, decrees, orders, regulations, by-laws, ordinances, and codes which may, in any manner, relate to or effect the performance of the Services hereunder, and Contractor agrees to observe and comply with all such authority at all times during the performance of the Services hereunder. This includes, and is not limited to, Chapter 1952 of the Texas Occupations Code. Contractor represents and warrants he is now, and will continue to be during the term of this agreement, fully licensed and qualified to perform the duties of code inspection and enforcement pursuant to this agreement.

**ARTICLE 8  
INSURANCE**

Contractor agrees to carry, at a minimum, the following types of insurance:

Worker's Compensation	If and as required by statute
Automotive Liability	\$300,000/\$500,000/\$100,000

Prior to commencing any work pursuant to this Agreement, the Contractor shall provide proof of all of the foregoing policies of insurance to the Town. Proof may be in the form of a current declarations page from each policy, and/or an originally signed certification of contractor's insurance company, certifying the existence of all such coverage.

**ARTICLE 9  
TAXES, LIABILITIES, EXPENSES, AND ASSESSMENTS**

Contractor understands that he shall be solely responsible for the full and timely payment of any and all taxes, liabilities, expenses, and assessments of any kind in any way arising out of or relating to Contractor's receipt of compensation relating to the Agreement or the performance of Services under the Agreement, including without limitation, social security, unemployment insurance, gross receipts taxes, withholding taxes, workmen's compensation insurance, and income taxes. Contractor hereby agrees that he shall fully and timely comply with all federal, state, and local laws, regulations, and rules relating to such taxes, liabilities, expenses, and assessments, and will furnish, upon request by the Town, satisfactory evidence of such compliance. Contractor agrees further that he shall indemnify and hold the Town, and its

respective officers, employees and agents, harmless from any breach by Contractor of the provisions of this Agreement.

## **ARTICLE 10 MISCELLANEOUS**

### **10.1 Severability; Judicial Modification**

If any term, provision, covenant, or restriction of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement and the other terms, provisions, covenants, and restrictions hereof, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. It is hereby stipulated and declared to be the intention of the parties that they would have executed the Agreement had the terms, provisions, covenants, and restrictions which may be hereafter declared invalid, void, or unenforceable not initially been included herein. If a court of competent jurisdiction determines that any restriction or portion thereof, set forth in Articles 4 or 5 is overly restrictive and unenforceable, the court may reduce or modify such restriction to those which it deems reasonable and enforceable under the circumstances, and the parties agree to request the court to exercise such power, and, as so reduced or modified, the parties hereto agree that the restrictions of Articles 4 and 5 shall remain in full force and effect, shall be enforceable, and shall be enforced.

### **10.2 Assignment**

This Agreement and any and all rights and obligations of Contractor hereunder may be assigned to any third party only with the prior written consent of the Town Council, which shall not be unreasonably withheld.

### **10.3 Compliance with Laws**

Both parties and their officers, agents, employees, representatives, contractors and subcontractors shall abide by and comply with all applicable laws in the performance of this Agreement.

### **10.4 Counterparts**

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

### **10.5 Force Majeure**

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure, or delay of, performance of its duties if such failure is caused by a catastrophe, riot, public disturbance, accidents, military authority, war, act of terrorism, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor.

**10.6 Notice**

Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other party must be in writing, mailed postage prepaid, certified mail, return receipt requested or sent by fax, to:

If to Town: Mayor  
Town of Shady Shores  
P.O. Box 362  
Lake Dallas, Texas 75065

Physical address:  
101 S. Shady Shores Road  
Shady Shores, Texas 76208  
Telephone: 940.498.0044  
Fax: 940.497.2599

If to Contractor: Bob Matthews  
12860 Tischler Rd.  
Pilot Point, TX 76258  
Telephone: 972-837-6142  
Cellular: \_\_\_\_\_

The parties hereto shall include in writing any change that may occur in such respective addresses from time to time.

**10.7 No Third Party Beneficiary**

This Agreement does not create, and shall not be construed as creating, any right enforceable by any person not a party to this Agreement.

**10.8 Severability**

If any provision of this Agreement is held to be void, illegal or unenforceable under present or future laws effective during the term hereof, or for any reason or in any respect, such provision shall be fully severable and this Agreement shall be construed and enforced as if such void, illegal or unenforceable provision never comprised a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected in any way by the void, illegal or unenforceable provision or by its severance. Furthermore, in lieu of such severed provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such severed provision as may be possible and be valid, legal and enforceable.

**10.9 Entire Agreement**

This Agreement (together with any exhibits, attachments, or appendices attached hereto) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or

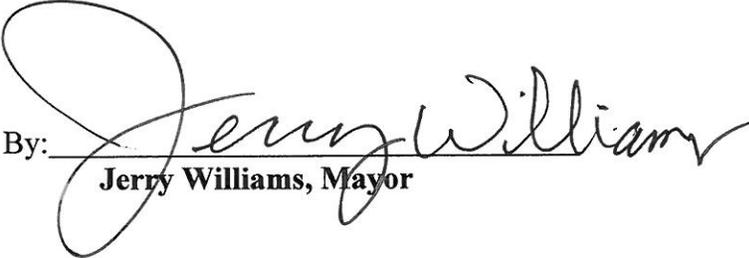
other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment, as provided herein, such amendment(s) to become effective on the date stipulated in such amendment(s).

**10.10 Governing Law, Venue and Consent to Jurisdiction**

This Agreement, and the rights, remedies, obligations, and duties of the Parties shall be governed by, construed in accordance with and enforced under the laws of the State of Texas, without giving effect to the principles of conflict of laws of such state. If any action is brought to enforce or interpret this Agreement, venue for such action shall be proper in Denton County, Texas. The Parties irrevocably (i) submit to the exclusive jurisdiction of the state courts of the State of Texas over any action or proceeding arising out of a breach of this Agreement, (ii) agree that all claims in respect of such action or proceeding may be heard and determined in such courts, (iii) waive, to the fullest extent they may effectively do so, the defense of an inconvenient or inappropriate forum to the maintenance of such action or proceeding, and (iv) waive any defense based on lack of personal jurisdiction of any such purpose.

**IN WITNESS WHEREOF**, the parties have executed the Agreement as of the date first set forth above.

**TOWN OF SHADY SHORES:**

By:   
**Jerry Williams, Mayor**

**CONTRACTOR:**

  
**Bob Matthews**

# Neighborhood Enhancement Consulting

## Menu of Services

### Code Enforcement/Community Development

We offer full service code enforcement including research of ordinances, conducting field inspections, issuing notices, managing abatements, preparing Lien statements, issuing citations when necessary, and testifying in court. We have over twelve years' experience in Code Enforcement, planning and zoning, and community development. CE#2994

### Drainage management and West Nile prevention.

We consult on drainage issues such as, standing water, bar ditches not draining properly, sink holes near underground storm water systems etc. etc. I am a Nationally Certified Storm Water Inspector. We identify drainage issues and offer possible resolutions. We work with existing city staff to resolve drainage issues, and to help minimize the West Nile threat. We will treat standing water with mosquito dunks and educate the public in West Nile prevention. We have over ten years' experience in drainage management, including MS4 permit experience, (BMP) best management practices, out flow testing, and SWP3.

### Pavement management survey

We can do a complete inventory of all city owned and maintained pavement. This inventory will include condition rating, along with recommendations of pavement maintenance depending on condition. These maintenance recommendations may range from simple pothole repairs, to cut out and

replacements. We have extensive experience and training in pavement management including formal training in pavement maintenance, the TEEX 160 hour pavement management course, Cardigraph pavement management training, as well as 18 years of in the field experience.

Our price is \$40.00 per hour flat rate. In most cases we have a 5 hour per week minimum and a 10 hour per week maximum unless otherwise agreed upon. This price includes using my own vehicle, computer, doing my own research etc.

## TIMELINE FOR SHADY SHORES BILLING

APRIL 11, 2016	Council to approve contract with CWD- approve proposed fees and billing procedures
April 18 <sup>th</sup> , 2016	Deliver customer list to CWD
April 24-April 30 <sup>th</sup>	Enter customers in Quickbooks Database
June 1, 2016	Billing for 4 <sup>th</sup> quarter (July-September) goes out to customers
June 15 <sup>th</sup> 2016	Penalty for Unpaid Balance
June 25 <sup>th</sup> , 2016	Unpaid bills are not slated for next month collection

### CUSTOMER LIST

Waste Management and LCMUA have provided databases of their current customer list. Town staff will compare listing and use for initial sign up and billing. Excel files can be imported directly into Quickbooks.

### BILLS AND PAYMENT

Customers will be billed quarterly (in advance) for service. If payment in full is not received after the 15<sup>th</sup> day the account will be charged a penalty of \$5 for any balance over \$5. Payment not received by the 30<sup>th</sup> day of the preceding month will not receive service.

#### Bills can be sent in the following way-

Electronic Billing  
Regular Mail

#### Payment can be made in the following ways

Check can be received in person, by mail, through the night drop  
Customers can sign up for ach payment  
Credit card online/in office

### DEPOSIT/CONNECT CHARGE

Current customers with Waste Management will not be charged to switch service.

All new customers will be required to pay a deposit that is equal to one quarter billing cycle. The deposit will be applied to their account after one year. The deposit may be waived for new customers if they agree to sign up for electronic billing and ACH payments. Customers may also pay for service one year in advance and have the deposit waived. All new customers will be required to pay a \$25 administrative charge for new service.

Customers who have had service disconnected may be required to pay additional deposit of one quarterly billing and a reconnect charge of \$50.

**Amendments to the fee schedule**

<b>FEE</b>	<b>PROPOSED</b>	<b>AGREED</b>
<b>ADMIN CHARGE</b>	<b>1.25 (ALLOWS BILL TO REMAIN THE SAME)</b>	
<b>DEPOSIT</b>	<b>1 QUARTERLY BILLING</b>	
<b>RECONNECT CHARGE</b>	<b>\$50</b>	
<b>NEW CUSTOMER ADMIN</b>	<b>\$25</b>	
<b>LATE FEE</b>	<b>\$5 (ON BALANCES OVER \$)</b>	

Income	* based on 800 water accounts	
<b>Revenues</b>	<b>Monthly</b>	<b>Annual</b>
Base Rate	12024	144286
Administration Cost	1000	12000
Late Fees and Penalties	200	2400
Deposits		
Reconnect Fee	50	600
Sales Tax	932	11182
<b>Total Revenues</b>	<b>14206</b>	<b>170468</b>
<b>Expenses</b>		
CWD Payment	12024	144286
Sales Tax Remittance	932	11182
Postage	99	1184
	0	
	13054	156652
<b>NET INCOME</b>	<b>1151</b>	<b>13816</b>

Current Rate is \$16.47

BASE RATE	15.22
Admin cost	1.25
Total Cost	16.47

SENIOR DISCOUNT	1.65
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<b>LATE FEE</b>	5
Service Interruption	50
Deposit Required	current quarter

New Customer	
Sign Up	25
Deposit	1 quarter billing can be waived if customer agrees to electronic billing and ach di

<b>Expenses</b>		
CWD Payment	12024	144286

Sales Tax Remittance	0	0
Postage	99	1184
	0	
Total Expenditures	12122	145470
<b>NET INCOME</b>	<b>-12122</b>	<b>-145470</b>

Sales Tax Remittance	
Taxable Sales	13652.00
Tax Rate	1058.03
Timely Filing Discount	5.29



**To:** Mayor Pro Tem Cindy Aughinbaugh and Council members  
**From:** Wendy Withers, Town Secretary  
**CC:** Jim Shepherd, Town Attorney  
**Date:** 03/31/2016  
**Re:** Solid Waste Contract Billing

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**ACTION REQUESTED:** Consider and take action relative to setting fees associated with solid waste billing for residential customers.

**BACKGROUND INFORMATION:** Town Council approved the RFP submitted by Community Waste Disposal during the March 2016 Town Council meeting. The contract was discussed earlier on this agenda. Staff has made proposals based on survey of local cities; and discussions with Councilmembers Tom Newell and Matthew Haines.

Backup Documentation has been submitted.



**To:** Mayor Pro-Tem Cindy Aughinbaugh and Town Council Members  
**From:** Wendy Withers, Town Secretary  
**CC:** Jim Shepherd, Town Attorney  
**Date:** 03/08/2016  
**Re:** ATMOS ENERGY

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**ACTION REQUESTED:** Consider and take action relative to approval of a Franchise Agreement with Atmos Energy.

**BACKGROUND INFORMATION:** A draft copy of the proposed agreement has been provided. Jim Shepherd will give a presentation regarding the agreement.

**RECOMMENDATION:** Council may choose to have the town attorney update the agreement with tonight's recommendations.