



**SHADY SHORES TOWN COUNCIL
REGULAR SESSION
JUNE 8, 2020; 7:00 PM
VIRTUAL MEETING
SHADY SHORES, TX 76208**

THIS WILL BE A VIRTUAL MEETING TOWN HALL WILL NOT BE OPEN. PARTICIPANTS ARE ENCOURAGED TO ATTEND BY COMPUTER OR PHONE USING THE INFORMATION BELOW TO JOIN.

Topic: Shady Shores Town Council Meeting
Time: Jun 8, 2020 07:00 PM Central Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/83270476240?pwd=UTM3OFpjajJNL090ck15R21SRzVHUT09>

Meeting ID: 832 7047 6240
Password: 2SiX67
One tap mobile
+13462487799,,83270476240#,,1#,297078# US (Houston)
+16699006833,,83270476240#,,1#,297078# US (San Jose)

CALL TO ORDER

ROLL CALL

Establish a quorum.

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

PROCLAMATIONS, PRESENTATIONS AND AWARDS

COUNCILMEMBER/COMMITTEE/STAFF REPORTS:

1. Animal Control
2. Code Enforcement
3. Planning and Zoning Commission
4. Police Department
5. Fire Department
6. Staff Report
7. Roads, Drainage, Capital Improvements
8. Announcements

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.

9. Minutes- Consider and act on approval of the minutes from the May 21, 2020 Town Council Meeting.

10. Resolution Voting for Jim Carter to serve on the Denco 9-1-1 Board.

11. Consider and act on approval of 2018 Billable Rates from Binkley and Barfield for Engineering Services.

CITIZENS COMMENTS

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

ELECTION OF MAYOR PRO TEM

12. Mayor Pro Tem- Elect a councilmember to serve as Mayor Pro Tem.

REGULAR AGENDA ITEMS

13. Audit Report- Consider and Act on Approval of the 2019 FY Town of Shady Shores Financial Audit.

14. Interlocal Agreement Connected Nation- Consider and act on approval of a Resolution Approving an interlocal agreement authorizing acceptance of a proposal by connected nation to perform a study, demand survey and develop a strategic plan for the improvement of internet connectivity issues within the Town of Shady Shores and the Lake Cities. Consider and act on approval of the interlocal agreement and the proposal from Connected Nation.

15. Lake Cities Fire Department - Consider and act on approving a contract for Fire Protection and Emergency Services with the Lake Cities Fire Department

16. Road Repair Projects- Consider and act on authorizing additional road and drainage projects for completion in this budget year.

17. Sign Ordinance- Conduct a worksession relative to proposed changes to the Town of Shady Shores Sign Ordinance.

18. Budget Worksession- Conduct a worksession relative to the 2020/21 FY Budget

19. Worksession- conduct a worksession to discuss the timeline and projected completion of the various road projects identified by the Town Engineer and Road Committee Members.

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.

20. 551.071 –Consultation with city attorney regarding legal issues of issuance and budgeting for municipal debt obligations, including liability and payment requirements.

FUTURE AGENDA ITEMS AND STAFF DIRECTION

ADJOURN

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

I, Cindy Aughinbaugh, Mayor of the Town of Shady Shores do hereby certify that the above notice of the Regular Town Council Meeting was posted on the bulletin board at the Community Center, 101 S. Shady Shores Road, Shady Shores, Texas on _____ Day of _____ 2020 , at _____ .M.

Cindy Aughinbaugh, Mayor

Address	Notes	Code
May 29, 2020 5:58 PM 620 lakeshore rd	we responded to a report of a cat being shot with an arrow, we were unable to catch the cat at the time	Animal Control
May 28, 2020 5:43 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals.	Animal Control
May 26, 2020 5:00 PM 18 TERRA EVERGREEN DR	we responded to a barking dog complaint, a door hanger was left	Animal Control
May 26, 2020 4:10 PM 110 Carolyn	removed raccoon for homeowner from trap	Animal Control
May 26, 2020 4:04 PM shady shores	we assisted corinth pd with a loose dog in the area	Animal Control
May 26, 2020 4:03 PM 310 WHISPERING TRAILS	we dropped off a requested trap for a skunk	Animal Control

Address	Notes	Code
May 26, 2020 4:01 PM 110 Carolyn	WE REMOVED A RACCOON FROM A LIVE TRAP	Animal Control
May 26, 2020 3:56 PM 1111 mcclintock	we followed up on rabies vaccine investigation, the owner was contacted and supplied proof of current vaccinations	Animal Control
May 21, 2020 11:39 AM area of w shady shores road	we responded to a report of a loose dog in the area	Animal Control
May 19, 2020 4:22 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals.	Animal Control
May 19, 2020 1:38 PM 267 lakeshore rd	We responded to a report of a dog left in a vehicle while the owner went fishing	Animal Control
May 14, 2020 3:17 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals.	Animal Control

Address	Notes	Code
May 5, 2020 3:43 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals.	Animal Control
May 1, 2020 12:03 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals.	Animal Control

Memo

To: Wendy Withers

From: Char DuPree

Date: June 3, 2020

Subject: Code Enforcement Report

In May, code inspections were resumed on a more regular basis; 26 new cases were added to the Fundview code enforcement system.

These violations included:

1. trash & debris
2. high grass & weeds
3. failure to obtain a building permit: (3) water heaters (1) new roof
4. installation of a portable storage unit without a permit.
5. usage of RV, trailer & tents as living quarters
6. parking of boats & trailers on streets
7. 543 Laura: continued to monitor renovation activity for permit requirements and removal of major debris.
8. 548 Lakeshore: continuing to monitor property owner's progress in bringing the unsafe structure into compliance with the building code. Additional written notifications were issued to the property owner.
9. parking issues were sent notices if they had been 403 violation prior to the pandemic and "shelter in place" requirements.
10. 403 Meadowlark Ln: continued to monitor situation due to complaints; spoke with property owner who stated they were moving back into the house on June 1, 2020 and would abate all violations.
11. 106 E. 6th St: received an email from the property owner stating she had lost her job due to the pandemic and that her contractor had taken the money for the

renovation but never finished the work. A follow-up written response will be sent to the owner with a deadline for compliance or a citation will be issued.

Inspections to note low hanging trees over main thorough fares were noted so that Public Works could be notified to trim them (due to a resident complaint).



CORINTH POLICE DEPARTMENT Shady Shores



April 2020 Summary

OFFENSES

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

ACTIVITIES

CALLS FOR SERVICE	
Total Calls for Service	59
COMMUNITY POLICING	
Vacation Watches	1
VIPS-Vacation Watches	
VIPS-Special Patrol	
Direct Patrol / Park and Walk	304
ARRESTS	
Juvenile	0
Adult	0
Total Arrests	0
INVESTIGATIONS	
New Cases	1
Cases Cleared	1
Cases Declared Inactive	0
Cases Filed	2
TRAFFIC ENFORCEMENT	
Total Citations	2
Warnings	1
Total Citations / Warnings	3
MOTOR VEHICLE ACCIDENTS	
Offense Related	0
Traffic Accidents - Injury	0
Traffic Accidents - No Injury	0
Total Accidents	0
FALSE ALARMS	
False Alarms	1
JUVENILE CURFEW ENFORCEMENT	
Citations	0
Arrests	0
OFFICER CONDUCT	
Commendations Received	1
Complaints Received	0
Complaints Substantiated/Sustained	0
Complaints Unsubstantiated / Not Sustained	0



Lake Cities Fire Department

Shady Shores

January - December 31, 2020

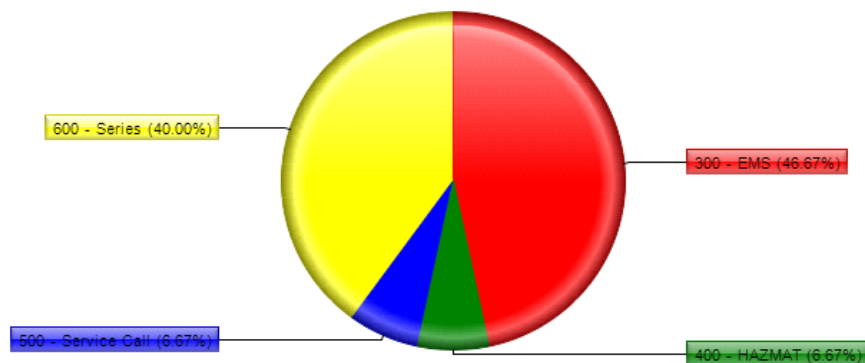
Incident Call Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Alarm system activation, no fire - unintentional				1									1
Alarm system sounded due to malfunction				1									1
Animal rescue													0
Arcing, shorted electrical equipment			2	1									3
Assist Police or other agency													0
Assist invalid		1											1
Authorized controlled burning	4	3	3		5								15
Brush or brush-and-grass mixture fire													0
Building fire			1										1
Carbon monoxide incident													0
Carbon Monoxide detector No CO													0
Citizen complaint													0
Chimney Fire Contained to Chimney													0
Cooking Fire Confined to Container													0
Dispatched & cancelled en route	1				1								2
Electrical wiring/equipment problem, Other													0
Elevator Rescue													0
Emergency medical service, other					1								1
EMS call, excluding vehicle accident with injury	5	5	6	5	5								26
False alarm or false call, Other													0
Fire in mobile home used as fixed residence													0
Fire in motor home, camper, RV													0
Flood assessment													0
Gas leak (natural gas or LPG)		1		2									3
Good intent call, Other													0
Grass fire													0
HazMat release investigation w/no Hazmat													0
Hazardous Condition (No Fire)					1								1
Lock-out	1			1									2
Motor vehicle accident with injuries													0
Motor Vehicle Accident with no injuries													0
Motor Vehicle/Pedestrian Accident													0
No Incident found on arrival at dispatch address													0
Outside trash or waste fire													0
Outside equipment fire													0
Outside Storage Fire													0
Passenger Vehicle Fire													0
Person in Distress													0
Police matter													0
Power line down				2									2
Public Education	1												1
Public service				2	1								3
Rescue or EMS Standby					1								1
Rescue, water													0
Service Call, Other													0
Severe weather or natural disaster, Other													0
Smoke detector activation, no fire			1										1
Smoke/Heat detector activation due to malfunction													0
Smoke from barbecue, tar kettle													0
Smoke or odor removal													0
Smoke scare, odor of smoke													0
Sprinkler activation, no fire													0
System malfunction, Other													0
Unauthorized burning			1	2									3
Unintentional transmission of alarm, Other													0
Water or steam leak													0
Total	12	10	14	17	15	0	0	0	0	0	0	0	68

District in list Shady Shores

Incident Date between 2020-05-01 and 2020-05-31

Fire Incident Type Breakdown

District		Details	
Shady Shores		15 Rows	
Incident Type Code	Incident Type		
300	Rescue, EMS incident, other	1	
320	Emergency medical service incident, other	1	
321	EMS call, excluding vehicle accident with injury	5	
400	Hazardous condition, other	1	
553	Public service	1	
611	Dispatched & canceled en route	1	
631	Authorized controlled burning	5	
		15	



Alarm Date between 2020-05-01

and 2020-06-01

Total Calls by District

District	2020-05-01	Total
Corinth	103	103
Shady Shores	15	15
Hickory Creek	51	51
Lake Dallas	80	80
Out Of District	1	1
Denton County	12	12
Argyle	2	2
Lewisville	6	6
Aubrey	1	1
Little Elm	1	1
Denton	1	1
Total	273	273

Alarm Date between 2020-05-01

and 2020-06-01

Total Calls by District

District	2020-05-01	Total
Corinth	103	103
Shady Shores	15	15
Hickory Creek	51	51
Lake Dallas	80	80
Out Of District	1	1
Denton County	12	12
Argyle	2	2
Lewisville	6	6
Aubrey	1	1
Little Elm	1	1
Denton	1	1
Total	273	273

Incident Date between 2020-05-01

and 2020-05-31

Aid Given Or Received	Incident Number	NFIRS Number	Alarm Date	Aid Given Or Received Code	Aided Agency Name	Aiding Agency Name	Report Writer Last Name
Automatic aid received							
	20001282	0000080	5/18/2020 7:22:13 PM	2		Denton Fire Department	WILSON
	20001282	0000080	5/18/2020 7:22:13 PM	2		Lewisville Fire Department	WILSON
Mutual aid given							
	20001135	0000351	5/2/2020 11:56:09 AM	3	Argyle Fire Department		LAMBERT
	20001176	0000395	5/7/2020 4:39:01 PM	3	Argyle Fire Department		LAWLER
	20001204	0000002	5/11/2020 12:24:04 PM	3	Denton County SO		LAMBERT
	20001184	0000403	5/8/2020 7:54:43 AM	3	Lewisville Fire Department		Fairfield
	20001182	0000401	5/8/2020 6:18:24 AM	3	Lewisville Fire Department		DOYLE
	20001315	0000114	5/23/2020 4:59:44 PM	3	Argyle Fire Department		BELL
	20001260	0000058	5/16/2020 2:03:03 PM	3	Lewisville Fire Department		GODWIN
	20001250	0000048	5/15/2020 8:02:11 PM	3	Lewisville Fire Department		ENCISO
	20001331	0000130	5/24/2020 6:32:20 PM	3	Denton Fire Department		WILSON
	20001237	0000035	5/14/2020 10:00:17 AM	3	Lewisville Fire Department		BELL
	20001337	0000136	5/25/2020 2:01:49 PM	3	Lewisville Fire Department		BRYANT
	20001338	0000137	5/25/2020 5:35:53 PM	3	Lewisville Fire Department		BRYANT
Mutual aid received							
	20001173	0000392	5/7/2020 12:07:14 PM	1		Little Elm Fire Department	GODWIN
	20001173	0000392	5/7/2020 12:07:14 PM	1		Lewisville Fire Department	GODWIN
	20001190	0000411	5/9/2020 11:54:02 AM	1		Lewisville Fire Department	BELL
	20001196	0000417	5/9/2020 10:24:26 PM	1		Denton Fire Department	BELL
	20001196	0000417	5/9/2020 10:24:26 PM	1		Lewisville Fire Department	BELL
	20001244	0000042	5/14/2020 4:06:53 PM	1		Little Elm Fire Department	RICHARDSON
	20001233	0000030	5/14/2020 4:14:51 AM	1		Little Elm Fire Department	SMITH
	20001367	0000166	5/29/2020 3:54:12 AM	1		Highland Village Fire Department	GODWIN
	20001377	0000176	5/30/2020 3:54:29 PM	1		Highland Village Fire Department	SCOTT

Aided Agency Name	Details
Argyle Fire Department	3 Rows
Denton County SO	1 Rows
Denton Fire Department	1 Rows
Lewisville Fire Department	7 Rows

12 Rows

Alarm Date	Incident Number	NFIRS Number	Aid Given Or Received	Aiding Agency Name	Aided Agency Name
5/7/2020 12:07:14 PM	20001173	0000392	Mutual aid received	Little Elm Fire Department	
5/7/2020 12:07:14 PM	20001173	0000392	Mutual aid received	Lewisville Fire Department	
5/9/2020 11:54:02 AM	20001190	0000411	Mutual aid received	Lewisville Fire Department	
5/9/2020 10:24:26 PM	20001196	0000417	Mutual aid received	Denton Fire Department	
5/9/2020 10:24:26 PM	20001196	0000417	Mutual aid received	Lewisville Fire Department	
5/18/2020 7:22:13 PM	20001282	0000080	Automatic aid received	Denton Fire Department	
5/18/2020 7:22:13 PM	20001282	0000080	Automatic aid received	Lewisville Fire Department	
5/14/2020 4:06:53 PM	20001244	0000042	Mutual aid received	Little Elm Fire Department	
5/14/2020 4:14:51 AM	20001233	0000030	Mutual aid received	Little Elm Fire Department	
5/29/2020 3:54:12 AM	20001367	0000166	Mutual aid received	Highland Village Fire Department	
5/30/2020 3:54:29 PM	20001377	0000176	Mutual aid received	Highland Village Fire Department	

Incident Type Details ▲	2020-05-01	Total
112 - Fires in structure other than in a building	1	1
131 - Passenger vehicle fire	1	1
143 - Grass fire	3	3
151 - Outside rubbish, trash or waste fire	3	3
251 - Excessive heat, scorch burns with no ignition	1	1
300 - Rescue, EMS incident, other	4	4
320 - Emergency medical service incident, other	8	8
321 - EMS call, excluding vehicle accident with injury	135	135
322 - Motor vehicle accident with injuries	5	5
323 - Motor vehicle/pedestrian accident (MV Ped)	1	1
324 - Motor vehicle accident with no injuries.	24	24
342 - Search for person in water	1	1
352 - Extrication of victim(s) from vehicle	1	1
381 - Rescue or EMS standby	1	1
400 - Hazardous condition, other	2	2
410 - Combustible/flammable gas/liquid condition, other	1	1
411 - Gasoline or other flammable liquid spill	1	1
412 - Gas leak (natural gas or LPG)	3	3
440 - Electrical wiring/equipment problem, other	1	1
444 - Power line down	3	3
445 - Arcing, shorted electrical equipment	4	4
461 - Building or structure weakened or collapsed	1	1
500 - Service Call, other	1	1
510 - Person in distress, other	3	3
511 - Lock-out	7	7
522 - Water or steam leak	2	2
542 - Animal rescue	1	1
550 - Public service assistance, other	5	5
551 - Assist police or other governmental agency	1	1
553 - Public service	14	14
554 - Assist invalid	5	5
611 - Dispatched & canceled en route	9	9
622 - No incident found on arrival at dispatch address	4	4
631 - Authorized controlled burning	8	8
700 - False alarm or false call, other	1	1
735 - Alarm system sounded due to malfunction	1	1
745 - Alarm system activation, no fire - unintentional	5	5
911 - Citizen complaint	1	1
Total	273	273



AGENDA MEMORANDUM

DATE: June 8, 2020
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: Staff Report

BACKGROUND/INFORMATION:

Town of Shady Shores

Facebook

Town of Shady Shores 721 followers

Keep Shady Shores Beautiful 121 Followers

Shady Shores Website

3075 PageViews

424 Active E-blast Accounts

Meetings Attended; Weekly Covid-19 Updates; Town Council Meeting, Investment Committee Meetings, Developer Meetings (2); Road Committee Discussions (2) Lake Cities Managers (2) ; Budget Committee Worksession

Other Staff Projects:

Staff is now working in the office on a daily basis. Opening town hall is pending receipt of COVID-19 Safety items.

Preparations for conducting "Virtual" Municipal Court.

Broadband Committee Discussions and Review

Weekly attendance at Covid-19 safety updates and CARES Act Funding

Staff investigation into reimbursable items.

Budget Preparations

Building Permits Report (attached) 27 Permits issued

Public Information Requests

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. May Permit Report

REVIEWED BY:

PermitReport

6/3/2020 12:08:32 PM

Permit #	Property	Permit Type	Applied Date
20-00062-01	139 HIDDEN VALLEY AIRPARK	Septic Reinspection Permit	5/6/2020
20-00063-01	806 DRIFTWOOD DR SHADY SHORES	HVAC Permit	5/6/2020
20-00064-01	222 W. Shady Shores	Roof Permit	5/8/2020
20-00065-01	18 Hidden Valley Airpark	Sprinkler Permit	5/11/2020
20-00066-01	142 QUAIL CIRCLE	Plumbing Permit	5/11/2020
20-00067-01	905 Lincolnshire Drive	Sprinkler Permit	5/12/2020
20-00068-01	303 E. 7TH STREET	HVAC Permit	5/12/2020
20-00069-01	613 Lyon Crest Drive	New Residence Permit	5/13/2020
20-00070-01	605 Ambergate Drive	New Residence Permit	5/13/2020
20-00071-01	512 LYON CREST DRIVE	Fence Permit	5/14/2020
20-00072-01	308 COTTONWOOD TRAIL	Roof Permit	5/15/2020
20-00073-01	600 Ambergate Drive	Sprinkler Permit	5/15/2020
20-00074-01	301 OBERMAN	Swimming Pool Permit	5/20/2020
20-00075-01	108 Lakeshore Road	Fence Permit	5/20/2020
20-00076-01	604 Stonehollow Drive	Fence Permit	5/20/2020
20-00077-01	105 CIELO LANE SHADY SHORES	Electrical Permit	5/20/2020
20-00078-01	600 Lyon Crest Drive	New Residence Permit	5/21/2020
20-00079-01	308 Oakwood Circle	HVAC Permit	5/21/2020
20-00080-01	604 Stonehollow Drive	Swimming Pool Permit	5/21/2020
20-00081-01	104 E Brown Terrace 40C Unit 40	Remodel and Addition Permit	5/22/2020
20-00082-01	623 STONEHOLLOW DRIVE	Fence Permit	5/26/2020
20-00083-01	210 SHADY OAKS CIRCLE	Electrical Permit	5/26/2020
20-00084-01	238 OAKWOOD CIRCLE	Water Heater Permit	5/28/2020
20-00085-01	1 DI LAGO PARK PLACE	Roof Permit	5/28/2020
20-00086-01	1101 CAHILL WAY SHADY SHORES	Roof Permit	5/29/2020
20-00087-01	508 TENNINGTON LANE	Swimming Pool Permit	5/29/2020

Permit Type	Count	Permit Amount	Adjusted Amount	Paid Amount
Septic Reinspection Permit	1	\$100.00	\$50.00	\$150.00
HVAC Permit	3	\$510.00	\$30.00	\$540.00
Roof Permit	4	\$600.00	\$0.00	\$600.00
Sprinkler Permit	3	\$510.00	\$0.00	\$170.00
Plumbing Permit	1	\$150.00	\$0.00	\$150.00
New Residence Permit	3	\$10,514.40	\$0.00	\$10,514.40
Fence Permit	4	\$780.00	(\$45.00)	\$735.00
Swimming Pool Permit	3	\$3,230.00	\$0.00	\$2,240.00
Electrical Permit	2	\$300.00	\$0.00	\$300.00
Remodel and Addition Permit	1	\$278.50	\$90.00	\$368.50
Water Heater Permit	1	\$180.00	\$60.00	\$240.00
Totals	26	\$17,152.90	\$185.00	\$16,007.90

Lake Cities Municipal Utility Authority

2019 Annual Water Quality Report

Enclosed is the Annual Water Quality Report for the period of January 1 to December 31, 2019.

This report is intended to provide you with important information about your drinking water and the efforts made by the water system to provide safe drinking water.

LCMUA'S Source Water Supply & Protection

The source of drinking water provided by Lake Cities Municipal Utility Authority is purchased surface water and well water. Drinking water, both tap and bottled, can come from a variety of sources including rivers, lakes, streams, reservoirs, and springs. As water travels over the land's surface or through the ground, it dissolves naturally occurring minerals and radioactive material and can be polluted by animal or human activity. LCMUA's ground water and surface water come from Lewisville and Jim Chapman Lakes.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agriculture livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.
- Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. Contaminants that may be found in drinking water can cause changes in taste, odor, or the color of drinking water. Water, whether tap or bottled, is regulated for safety. The EPA regulates water provided by public water systems while the Food and Drug Administration establishes regulations for bottled water. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline at (800) 426-4791.

It is more responsible, cheaper and easier, to keep contaminants out of our lakes than it is to remove them once they get in. Excessive or improper use of pesticides/herbicides, improper disposal of used oil and antifreeze, and littering are just a few activities that can lead to pollution in our drinking water supply. Please do your part to stop pollution.

The Texas Commission on Environmental Quality completed an assessment of your water source and results indicate that some of our sources are susceptible to certain contaminants. The sampling requirements for your water system are based on this susceptibility and previous sample data. Any detection of these contaminants may be found in this Water Quality Report. For more information about source water assessments and protection efforts of our system, contact Mike Fairfield, General Manager at (940) 497-2999.

Important Special Notice

You may be more vulnerable than the general population to certain microbial contaminants, such as *Cryptosporidium*, in drinking water. Infants, some elderly and Immuno-compromised persons such as those undergoing chemotherapy for cancer; those who have undergone organ transplants; those who are undergoing treatment with steroids; and people with HIV/AIDS or other immune system disorders can be particularly at risk from infections. You should seek advice about drinking water from your physician or health care provider. Additional guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* are available from the EPA's Safe Drinking Water Hotline at (800) 426-4791.

Lead/Copper Information

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. This water supply is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to two minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the EPA's Safe Drinking Water Hotline (800) 426-4791 or at <http://www.epa.gov/safewater/lead>.

Contact Us – Your Views are Welcome

There are a number of options available to learn more about the Water Utilities or to participate in decision making processes. For questions about this report or the quality of our drinking water, call Mike Fairfield, General Manager, at (940) 497-2999. For participation opportunities call Customer Service at (940) 497-2999 for the Lake Cities Municipal Utility Authority Board meetings date and times. You can also visit our website at www.lcmua.org.

En Español – Este informe contiene informacion muy importante sobre el agua que usted bebe. Traduzcalo o hable con alguien que lo entienda bien.

Information about Source Water Assessments

A Source Water Susceptibility Assessment for your drinking water source(s) is currently being updated by the Texas Commission on Environmental Quality. This information describes the susceptibility and types of constituents that may come into contact with your drinking water source based on human activities and natural conditions. The information contained in the assessment allows us to focus on source water protection strategies.

For more information about your sources of water, please refer to the Source Water Assessment Viewer available at the following URL:
<https://www.tceq.texas.gov/gis/swaview>

Further details about sources and source-water assessments are available in Drinking Water Watch at the following URL:
<https://www.tceq.texas.gov/drinkingwater>

Source Water Name		Type of Water	Report Status	Location
4-WEST LAKE PS	WEST LAKE PS	GW	Y	WEST LAKE PS
6-WEST LAKE PS	WEST LAKE PS	GW	Y	WEST LAKE PS
8-1000' WEST LAKE PS	1000' WEST LAKE PS	GW	Y	1000' WEST LAKE PS
SW FROM UPPER TRINTIY REGIONAL WD	CC FROM TX0610213 UTRWD	SW		CC FROM TX0610213 UTRWD

Definitions and Abbreviations

Definitions and Abbreviations

Action Level:

Action Level Goal (ALG):

Avg:

Level 1 Assessment:

Level 2 Assessment:

Maximum Contaminant Level or MCL:

Maximum Contaminant Level Goal or MCLG:

Maximum residual disinfectant level or MRDL:

Maximum residual disinfectant level goal or MRDLG:

MFL:

mrem:

na:

NTU:

pCi/L:

ppb:

ppm:

ppq:

ppt:

Treatment Technique or TT:

The following tables contain scientific terms and measures, some of which may require explanation.

The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

The level of a contaminant in drinking water below which there is no known or expected risk to health. ALGs allow for a margin of safety.

Regulatory compliance with some MCLs is based on running annual average of monthly samples.

A Level 1 assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.

A Level 2 assessment is a very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.

The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Million fibers per liter (a measure of asbestos)

milligrams per year (a measure of radiation absorbed by the body)

not applicable

nephelometric turbidity units (a measure of turbidity)

picocuries per liter (a measure of radioactivity)

micrograms per liter or parts per billion – or one ounce in 7,350,000 gallons of water.

milligrams per liter or one ounce in 7,350 gallons of water.

parts per quadrillion, or pictograms per liter (pg/L)

parts per trillion, or nanograms per liter (ng/L)

A required process intended to reduce the level of a contaminant in drinking water.

2019 Regulated Contaminants Detected

Listed on this report are the regulated and unregulated contaminants detected in LCMUA's drinking water. All those listed are below allowable levels. Not listed here are hundreds of contaminants that were tested and not detected. This report is based up on the most recent data available to Lake Cities Municipal Utility Authority.

LEAD AND COPPER

Lead and copper	Date sampled	MCLG	Action Level (AL)	90 th Percentile	#Sites Over AL	Units	Violation	Likely Source of Contamination
Copper	2019	1.3	1.3	0.82	0	ppm	N	Erosion of natural deposits; Leaching from wood preservatives; Corrosion of household plumbing systems.
Lead	2019	0	15	2.5	0	ppb	N	Corrosion of household plumbing systems; Erosion of natural deposits.

REGULATED CONTAMINANTS

Disinfectants and Disinfection By-Products	Collection Date	Highest Level Detected	Range of Levels Detected	MCLG	MCL	Units	Violation	Likely Source of Contamination
Haloacetic Acids (HAA5)*	2019	8	3.2 - 9.9	No goal for the total	60	ppb	N	By-Product of drinking water disinfection.
Total Trihalomethanes (TTHm)*	2019	16	12.6 - 20.4	No goal for the total	80	ppb	N	By-Product of drinking water disinfection.

INORGANIC CONTAMINANTS

Contaminant	Collection Date	Highest Level Detected	Range of Levels Detected	MCLG	MCL	Units	Violation	Likely Source of Contamination
Barium	2019	0.0066	0.0066-0.0066	2	2	ppm	N	Discharge of drilling waste; Discharge from metal Refineries; Erosion of natural deposits.
Chromium	10/19/2016	3.9	3.9-3.9	100	100	ppb	N	Discharge of steel and pulp mills; Erosion of natural deposits.
Fluoride	10/12/2017	1.65	1.65-1.65	4	4.0	ppm	N	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories.
Nitrate (measured as Nitrogen)	2019	1	0.201 - 0.669	10	10	ppm	N	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.

RADIOACTIVE CONTAMINANTS

Contaminant	Collection Date	Highest Level Detected	Range of Levels Detected	MCLG	MCL	Units	Violation	Likely Source of Contamination.
Combined Radium 226/228	10/12/2017	3.35	3.35-3.35	0	5	pCi/L	N	Erosion of natural deposits.

COLIFORM BACTERIA

Maximum Contaminant Level Goal	Total Coliform Maximum Contaminant Level	Highest No. of Positive	Fecal Coliform or E. Coli Maximum Contaminant Level	Total No. of Positive E. Coli or Fecal Coliform Samples	Violations	Likely Source of Contamination
0	1 positive monthly sample	1		0	N	Naturally present in the environment.

DISINFECTANT RESIDUAL

Disinfectant Residual	Year	Average Level	Range of Levels Detected	MRDL	MRDLG	Unit of Measure	Violation (Y/N)	Source in Drinking Water
Chloramines	2019	1.94 mg/l	1.60 mg/l - 3.40 mg/l	4	4	Ppm	N	Water additive used to control microbes.

2019 WATER QUALITY REPORT

WATER FROM UPPER TRINITY REGIONAL WATER DISTRICT CONSTITUENTS DETECTED FOR 2019

UTRWD Source Water	Name: Lewisville/Chapman Lakes	Type: Surface Water	Location: Denton/Delta and Hopkins Counties
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Date	Substance	Maximum Amount in UTRWD Water	Range in UTRWD Water	MCL	MCLG	Possible Source
Regulated at the Treatment Plant						
10/2/2019	Barium (ppm)	0.039	0.036 - 0.039	2 ppm	2 ppm	Discharge of drilling wastes; discharge from metal refineries; erosions of natural deposits
Q3 - 2019	Bromate (ppb)	9.13	2.23 - 9.13	10 ppb	0	By product of drinking water disinfection
Apr-19	Chloramines (ppm)	3.80	2.7 - 3.8	4.0*	4.0^	Water additive used to control microbes
3/7/2019	Cyanide (ppm)	0.0474	ND - 0.0474	0.2 ppm	0.2 ppm	Discharge from steel/metal factories; Discharge from plastic and fertilizer factories
3/7/2019	Fluoride (ppm)	0.198	0.149 - 0.198	4 ppm	4 ppm	Water additive, erosion of natural deposits, discharge from fertilizer and aluminum factories
3/7/2019	Nitrate (ppm)	0.738	0.254 - 0.738	10 ppm	10 ppm	Fertilizer runoff, septic tanks, wastewater plant effluent, animal waste runoff.
Sep - 2019	TOC (ppm)	3.10	1.1 - 3.1	TT	N/A	Naturally present in the environment
8/27/2019	Turbidity	0.14	0.05 - 0.14	TT	N/A	Soil runoff.

*=MRDL ^=MRDLG

Radioactive Contaminants						
2/2/2017	Gross Beta Emitters (pCi/L)	ND	N/A	50	0	Decay of natural and man-made deposits.
9/16/2015	Combined Radium (pCi/L)	1.5	N/A	5	0	Erosion of natural deposits

Synthetic Organic Chemicals Including Pesticides and Herbicides						
10/2/2019	Atrazine (ppb)	0.2	0.1 - 0.2	3 ppb	3 ppb	Herbicide runoff.
3/7/2019	Simazine (ppb)	0.18	ND - 0.18	4 ppb	4 ppb	Herbicide runoff.

You may be more vulnerable than the general population to certain microbial contaminants, such as *Cryptosporidium*, in drinking water. Infants, some elderly or immunocompromised persons such as those undergoing chemotherapy for cancer; those who have undergone organ transplants; those who are undergoing treatment with steroids; and people with HIV/AIDS or other immune system disorders can be particularly at risk from infections. You should seek advice about drinking water from your physician or health care provider. Additional guidelines on appropriate means to lessen the risk of infections by *Cryptosporidium* are available from the Safe Drinking Water Hotline at (800) 426-4791. Upper Trinity continues to analyze our source water for the presence of *Cryptosporidium*. **Cryptosporidium has never been detected in any of the samples tested for Upper Trinity water.**

Definitions:

MCL-Maximum Contaminant Level: The highest level of a contamination that is allowed in drinking water.

MCLG-Maximum Contaminant Level Goal: The level of a contamination in drinking water below which there is no known or expected risk to health.

MRDL-Maximum Residual Disinfectant Level: The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of disinfectant is necessary for control of microbial contaminations.

MRDLG-Maximum Residual Disinfectant Level Goal: The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLG's do not reflect the benefits of disinfectants use to control microbes.

NTU: Nephelometric turbidity units. A measure of turbidity in water.

pCi/L: Picocuries per liter, A measure of radioactivity in water equal to 10⁻¹² curies. Quantity of radioactive material producing 2.22 nuclear transformations per minute.

Ppb: Parts per billion. One part per billion is roughly equal to one packet of artificial sweetener sprinkled into an Olympic-size swimming pool.

ppm: Parts per million. One part per million approximates one packet of artificial sweetener sprinkled into 250 gallons of iced tea.

TT: Treatment Technique: A required process intended to reduce the level of a contaminant in drinking water.

Turbidity: A measure of the clarity of water. While turbidity has no known health effects, it can interfere with disinfection and provide a medium for microbial growth. Turbidity may indicate the presence of disease-causing symptoms such as nausea, cramps, diarrhea, and associated headaches.

TOC-Total Organic Carbon: Has no known health effects. However, TOC provides a medium for the formation of disinfection by-products. These include trihalomethanes (THMs) and haloacetic acids (HAAs). Drinking water containing these by-products in excess of the MCL may lead to adverse health effects, liver or kidney problems, or nervous system effects, and may lead to an increased risk of getting cancer.

THIS REPORT CONTAINS THE MOST RECENT DATA AVAILABLE IN ACCORDANCE WITH REGULATIONS.

Este reporte incluye informacion importante sobre el agua para tomar. Para asistencia en espanol, favor de llamar al telefono (972-219-1228)

For opportunities to participate in decisions that may affect water quality, UTRWD Board Meetings are held on the first Thursday of the month, starting at 1pm. Additional resources can be found at www.utrwd.com or by calling 972-219-1228)



**SHADY SHORES TOWN COUNCIL
REGULAR SESSION
MAY 18, 2020; 7:00 PM
VIRTUAL MEETING
SHADY SHORES, TX 76208**

MINUTES

In response to the coronavirus pandemic, effective March 16, 2020, Texas Governor Abbott suspended certain Open Meeting rules to allow meetings of government bodies that are accessible to the public to decrease large groups of people from assembling. The suspension temporarily removes the requirement that government officials and members of the public be physically present at a meeting location. The meeting was held via Zoom Teleconference Meeting ID 852 7174 4062.

Members Present

Cindy Aughinbaugh	Mayor	Present
Tom Newell	Mayor Pro Tem	Present
Charles Grimes	Councilmember	Absent
Matthew Haines	Councilmember	Present
Jack Nelson	Councilmember	Present
Mike Nowels	Councilmember	Present

Staff Present: Wendy Withers, Town Administrator; Amber Schuler, Municipal Court Administrator; Jim Shepherd Town Attorney

CALL TO ORDER

Mayor Aughinbaugh called the meeting to order at 7:00 pm.

ROLL CALL

Establish a quorum.

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

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.)

PROCLAMATIONS, PRESENTATIONS AND AWARDS

1. Oath of Office- Administer the Oath of Office to the newly elected officials. (This will be for ceremonial purposes only, the actual Oath of Office will be delivered in the office)

Mayor Aughinbaugh delivered the Oath of Office to the newly elected officials; Charles Grimes, Matthew Haines and Jack Nelson.

2. Duties of Office- Newly Elected Officials assume the duties of Office.

COUNCILMEMBER/COMMITTEE/STAFF REPORTS:

3. Animal Control- Mayor Aughinbaugh presented the Animal Control report.
4. Roads, Drainage, Capital Improvements- Councilmember Mike Nowels gave the roads and drainage report.
5. Code Enforcement- Mayor Aughinbaugh presented the Code Enforcement Report.
6. Police Department- Councilmember Matthew Haines gave the police report.
7. Fire Department- Mayor Pro Tem Tom Newell gave the Fire Department report.
8. Staff Report- Town Administrator Wendy Withers gave the staff report.

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.

Mike Nowels made a motion to approve the items on the consent agenda. Matthew Haines seconded the motion.

Discussion: None

Ayes: Haines, Nelson, Newell, Nowels

Nays: None

The motion passed unanimously.

9. Minutes- Consider and act on approval of the minutes of the March 9, 2020 Regular Town Council Meeting and the March 9, 2020 Special Called Town Council Meeting. Consider and act on approval of the minutes of the April 28th, 2020 Special Called Town Council Meeting.
10. DENCO 911- Consider and act on approval of nominating an individual to serve on the Denco 911 Board.
11. Financial Reports- Consider and act on approval of the 2020 1st Quarter Financial Reports.
12. Purchasing Agreement Denton County- Consider and act on approval of an interlocal purchasing agreement with Denton County.
13. Consider and act on approval of the 3rd quarter Investment Committee Report

CITIZENS COMMENTS

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

There was no one signed up to speak. The Mayor asked those who were interested in speaking to raise their hands or to send a message to Amber in the chat room.

REGULAR AGENDA ITEMS

14. Budget Worksession- Conduct a work session relative to the FY 2021 Budget. Provide staff direction and input.

There was no action taken on this agenda item.

15. Stormwater Drainage Fees Discussion- Conduct a worksession relative to establishment of a stormwater drainage fee area. Consider and take appropriate action. Provide staff direction.

A discussion was held relative to stormwater drainage fees. No action was taken on this agenda item and Councilmember Nowels asked that we place the item on the next Town Council agenda.

EXECUTIVE SESSION:

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

FUTURE AGENDA ITEMS AND STAFF DIRECTION

1. Discussion re: Road Improvement Funding
2. Fire Department Contract

ADJOURN

Matthew Haines made a motion to adjourn. Jack Nelson seconded the motion. The meeting was adjourned at 8:22 pm.

Passed and approved this the _____ day of _____, 2020.

APPROVED:

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Administrator/Secretary



AGENDA MEMORANDUM

DATE: June 8, 2020
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: Resolution Voting for Jim Carter to serve on the Denco 9-1-1 Board.

BACKGROUND/INFORMATION:

The Shady Shores Town Council passed a resolution at the May 21, 2020 Special Called Town Council meeting to nominate Jim Carter to serve on the Denco 9-1-1 Board. The next step is to approve a Resolution voting for Jim Carter to serve on the board.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Denco Area 9-1-1 District Board of Manager Voting Packet

REVIEWED BY:



Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067

Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ Denco.ORG

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

FROM: Greg Ballentine, Executive Director

DATE: June 1, 2020

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

On March 31, 2020, the Denco Area 9-1-1 District requested participating cities to nominate a representative to the district board of managers for the two-year term beginning October 1, 2020. Denco received the following nominations by the May 31, 2020 deadline:

<u>Nominee</u>	<u>City/Town Making Nomination</u>
Brandon Barth	Town of Flower Mound
Jim Carter	City of Aubrey City of Highland Village City of Krugerville City of Lake Dallas City of Lewisville City of Oak Point City of Pilot Point Town of Bartonville Town of Corral City/Draper Town of Cross Roads Town of Double Oak Town of DISH Town of Hickory Creek Town of Northlake Town of Shady Shores Town of Trophy Club
David Terre	City of The Colony

The Denco Area 9-1-1 District requests that each participating city vote for one of the candidates and advise the district of its selection by 5 p.m. on July 31, 2020. No votes will be accepted after that time. If a nominating municipality does not formally vote, it's nomination will automatically count as a vote for its nominee. Please send a copy of the resolution recording council action. I have attached a sample resolution you may wish to use and resumes for the candidates. Also attached is a copy of the resolution outlining board appointment procedures and a list of current board members.

Please send a copy of your council's office action to the Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or to Melinda Camp at melinda.camp@denco.org.

Thank you for your assistance in this matter.

Council Resolution No. _____

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

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

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY / TOWN OF

_____, TEXAS:

Section 1

The City / Town of _____ hereby

VOTES TO APPOINT _____ as a member of the

Board of Managers of the Denco Area 9-1-1 District for the two-year term beginning

October 1, 2020.

Section 2

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

PASSED AND APPROVED this the _____ day of _____, 2020.

Mayor _____

City / Town of _____

City / Town Secretary

Brandon Barth, CEM®

15612 Pioneer Bluff Trail – Roanoke, TX 76262 – 770-883-6245 – barth.brandon@gmail.com

PROFILE SUMMARY

Results-oriented, dependable professional with 15 years of emergency response and fire rescue experience. Certified and skilled in emergency management, media, and public relations. Possesses superior communication and multi-tasking skills with an acute attention to detail in a fast-paced, high-stress environment.

PROFESSIONAL EXPERIENCE

Flower Mound Fire Department, Flower Mound, TX

Emergency Management Officer

March 2014-Present

- Leads, manages, directs, and supervises the functions and programs of the Emergency Management Division.
- Assists in the development, planning, and implementation of Departmental goals and objectives.
- Participates in the development and administration of the Emergency Management Division budget, including the financial planning for staffing, equipment, and supplies for the Emergency Management Division.
- Responds to incidents and provides Emergency Management Support
- Assists the Suppression Division during times of emergency as an officer of the Flower Mound Fire Department i.e. FIT, Safety Officer, Division assignment, SME.
- Manages the Town's Mobile Incident Command Vehicle and supervises the trained driver/operators of the vehicle.
- Serves as the Public Information Officer for the Fire Department, providing news releases/statements, coordinates projects with the Town's Communications Department, and oversees the FMFD website and social media accounts.
- Oversees administrative compliance and scheduling of the AMBUS with the North Central Texas Trauma Regional Advisory Council and the State of Texas Emergency Medical Task Force. Coordinates that the AMBUS and its ancillary equipment are operationally ready.
- Maintains information on hazardous materials that are stored in the Town of Flower Mound and project manages hazardous materials spills within the Town.
- Performs various special research projects and may be responsible for administering special programs.
- Secures technical and financial assistance through grants and Public/Private partnerships.
- Prepares and presents public awareness programs to civic groups, medical facilities, schools, and other organizations.
- Reviews Special Event Permits and works with other Town departments to plan for special events and to prepare Special Event Emergency Operations Plans.
- Examines potential disaster events and evaluates the effect on the Town.
- Produces the Town's Debris Management Plan and master Emergency Operations Plan and 22 supporting Annexes. Plans the Town's response to disasters and ensures that all entities can respond as outlined in the Emergency Operations Plan.
- Serves in the Town's Emergency Operation Center (EOC), if activated.
- Responsible for designing, training, and evaluation of periodic exercises to test elements of emergency plan.
- Provides expert knowledge and advice to operating departments on special conditions and operating requirements that would be imposed by disasters.
- Responsible for ensuring operability of outdoor warning sirens and securing interlocal agreements and easements for the installation of sirens (installed 16 new sirens since 2014).
- Manage the Town's Everbridge emergency notification system.
- Serves as liaison with community, state and federal authorities concerned with disaster planning, response, and recovery.

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- Responsible for seeking FEMA reimbursement post-disaster or reimbursement from the State of Texas post-deployment of Town resources to other disaster or emergency events.
- Serve as the co-chair for the North Central Texas EOC Support Team

Allied International Emergency, LLC – Fort Worth, TX

May 2011- March 2014

Operations Manager

September 2013-March 2014

- Managed the daily operations and supervised a staff of 8 employees for the Allied International Emergency's corporate branch.
- Oversaw 500+ annual hazardous materials and environmental remediation projects daily in a rapid paced environment with multiple deadlines.
- Prepared bids and proposals to current and future customers.
- Ensured that all supplies and equipment at the facility are in a constant state of operational readiness.
- Provided response and laboratory reports to customers as well as state regulatory agencies regarding hazardous material/environmental incidents.
- Executed service agreements with new customers during numerous emergency responses.
- Maintained an up-to-date survey that tracks employees' training, certifications, fit tests, and physical exams to ensure conformance with OSHA regulations.
- Conducted training classes for employees and customers on subjects such as hazardous materials, confined space entry, and fall protection.

Project Manager

May 2011-September 2013

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

Baldwin County Fire Rescue – Milledgeville, GA

January 2005- March 2011

Full-time Firefighter/Public Information Officer

January 2007-March 2011

- Presented a marketing/communications plan to the department's executive staff, thus creating the position of a PIO as well as creating the department's social media accounts.
- Conducted interviews with local media outlets: newspaper, radio, and TV.
- Wrote news releases and operated the department's social media site.
- Redesigned the department's report writing system and making a quick reference guide to assist those

Brandon Barth, CEM®

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- Worked in conjunction with the Executive Staff of the fire department in projecting their message to the public.
- Assisted with grant and compliance research on behalf of the executive staff.
- Worked 24-hour shifts; responding to various types of emergency incidents including emergency medical calls, vehicle accidents, and fires.
- Served as the acting-officer in charge; certified through the National Professional Qualifications Pro Board as a Fire Officer 1; overseeing the day-to-day tasks and emergency operations of the on-duty personnel when the shift officer was absent.
- Served as part of the regional Hazardous Materials Team; certified through the National Professional Qualifications Pro Board as a Hazardous Materials Technician
- Assisted in the training of firefighters; certified through the National Professional Qualifications Pro Board as a Fire Instructor 1.
- Provided fire safety demonstrations and classes to children in the local school system.
- Conducted pre-incident/safety inspections of commercial properties to assess dangers and to determine proper mitigation procedures based on building layout, hazards, and building construction.
- Drove and operated fire apparatus to include engines, tankers, aerials, and rescue trucks.
- Awarded Firefighter of the Year – Baldwin County Fire Rescue 2008-2009.

Part-time/Volunteer Firefighter

January 2005-January 2007

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

EDUCATION

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

PROFESSIONAL CERTIFICATIONS

Certified Emergency Manager, International Association of Emergency Managers
Advanced Professional Series, Federal Emergency Management Agency
Professional Development Series, Federal Emergency Management Agency
Amateur Radio License, Federal Communications Commission
Intermediate Firefighter, Texas Commission on Fire Protection
Intermediate Fire Investigator, Texas Commission on Fire Protection
Emergency Medical Technician-Basic, National Registry and Texas Department of State Health Services
Wildland Firefighter, Texas Commission on Fire Protection and Texas A&M Forest Service
Fire Officer IV, Texas Commission on Fire Protection
Fire Instructor II, Texas Commission on Fire Protection
Incident Safety Officer, Texas Commission on Fire Protection
ICS 100, 200, 300, 400, 700, and 800, Federal Emergency Management Agency

JIM CARTER

6101 Long Prairie Road
Ste 744-110
Flower Mound, Texas 75028

(817) 239-7791
jim.carter1@icloud.com

EDUCATION

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

PROFESSIONAL EXPERIENCE

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

PUBLIC SERVICE EXPERIENCE

Mayor	Trophy Club, Texas – 14 years
Municipal Court Judge	Trophy Club, Texas – 12 years
Emergency Manager	Trophy Club, Texas – 14 years
County Commissioner	Denton County, Texas – 8 years
Vice President	Texas Association of Counties
President-Current	Denton County Emergency Services District #1 Fire and Emergency Medical over 65 square miles Serving 5 municipalities: (Argyle, Bartonville, Copper Canyon, Draper, and Northlake); Lantana Freshwater Supply Districts #6 and #7 and unincorporated areas of Denton County
Texas State Board Member- Current	State Association Fire and Emergency Service Districts – Trains Emergency Services District Commissioners

Board Member Denco 911-Current	Emergency telecommunications system that assists its member jurisdictions in managing police, fire and medical emergency calls.
Mission Leader – Guatemala	Constructed purified water system in remote villages, shared the “Good News” of Jesus’s love.
Team Leader	Provide housing and food to victims of Hurricane Katrina.
Team Leader	Made several trips to Sabine Pass to aid victims of Hurricane Rita.

COMMUNITY AND CHARITY SERVICES

Baylor Healthcare System	Trustee – 10 Years
University of North Texas	President’s Council
Texas Student Housing Corp	Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin
Boy Scouts of America	Longhorn Council, District Chairman
First Baptist Church, Trophy Club	Chairman, Stewardship Committee and Senior Bible Teacher

US MILITARY

US Navy	11 years – active and reserve service
---------	---------------------------------------

Honors: Who’s Who in the South and Southwest, Who’s Who in U.S. Executives, Honorary Fire Chief Argyle Fire District

David Terre

3941 Teal Cove
The Colony, Texas 75056
972-740-4526
terre.david@yahoo.com



OBJECTIVE

If elected to a fourth term, I will continue to work hard, be organized, use common sense, and always apply the golden rule. This approach has enabled me to make significant contributions during my previous three terms.

EDUCATION

Drake University/ Moberly Community College
BS-Business Administration and a Minor in economics

EMPLOYMENT HISTORY

Vice President of Sales | Wilson Sporting Goods
Retired

46 Year Career

Successfully retired after a wonderful 46 year career where I rose through the ranks to become Vice President of Sales responsible for all domestic sales.

- Directed European Sales Operations while living in Germany
- Experience in Marketing
- Achieved successful coordination of new product introductions
- Managed West Coast Distribution Operations

LEADERSHIP

The Colony City Council

2011-Present

- 2011 - Received the honor of being elected Mayor Pro Tem during my first term on City Council
- 2012 - Appointed to the Local Development Corporation Board of Directors to oversee new Grandscape (Nebraska Furniture Mart) Development
- 2013 - First Council Member from The Colony, Texas to be elected and serve on the Denton County Tax Appraisal District Board of Directors
- 2017 - Reelected to an uncontested 3rd term on City Council

The Colony Planning & Zoning Commission

2008-2011

- Served as Vice Chair

HONORS

- 1982 – Drake University Basketball Hall of Fame
- 1994 – Moberly Community College Basketball Hall of Fame
- 1995-2003 – Three-time Senior Olympics Gold Medal Winner for USA Basketball Team
- 1999 – Wilson Wall of Fame Honor
- 2007- Moberly Community College Outstanding Alumni of the year
- 2013 –Washington High School Hall of Fame
- 2018 –Roaring Lambs Hall of Fame

DCAD ACCOMPLISHMENTS

I have worked with my fellow Board Members to achieve the following meaningful results:

- Ensure a Quorum is established by being present at each meeting while achieving perfect attendance record.
- Make informed decisions doing the necessary preparation prior to each meeting
- Assisted in developing an Annual Operating Budget to ensure spending stays within budgeted funds while always looking for opportunities to reduce expenses
- Participate in the development and evaluation of the Chief Appraisal Officer each year
- To better serve Denton County Property owners, opened a convenient offsite location in the Lewisville Career Center to handle property tax protests
- Launched an online service permitting property owners to file property tax protests electronically
- Implemented a successful, structured flex work schedule as a benefit and morale Booster for ALL employees



AGENDA MEMORANDUM

DATE: June 8, 2020
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: Consider and act on approval of 2018 Billable Rates from Binkley and Barfield for Engineering Services.

BACKGROUND/INFORMATION:

Consider and act on approval of the 2018 Fee Schedule for Engineering Services for the Town's Engineering Firm Binkley and Barfield.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. 2018 - Billable Fee Schedule

REVIEWED BY:

Binkley & Barfield, Inc.
 Billable Fee Schedule
 Effective 2018

<u>CLASSIFICATION</u>	<u>2018 BILLABLE RATES</u>
Principal (Eng. VII)	\$243.00
Sr. Project Manager (Eng. VI)	\$229.00
Project Manager (Eng. V)	\$194.00
Structural Engineer	\$194.00
Construction Manager (Eng V)	\$194.00
Project Engineer (Eng. IV)	\$163.00
Process / Civil / Engineer	\$163.00
Electrical & Instrumentation Engineer	\$163.00
Associate / Staff Engineer (Eng. III)	\$139.00
Engineer Technician	\$136.00
Graduate Engineer (EIT)	\$125.00
Crew - 2 person	\$185.00
Sr. Construction Observer / Sr. Inspector	\$125.00
Construction Observer / Inspector	\$116.00
Construction Observer / Inspector I	\$95.00
Sr. Designator	\$105.00
Designator	\$90.00
Sr. Utility Coordinator	\$151.00
Utility Coordinator	\$132.00
Production Manager	\$205.00
Production Technician	\$84.00
Sr. Electrical Designer	\$143.00
Sr. CADD / Designer	\$135.00
CADD / Designer	\$122.00
CADD Technician	\$100.00
Sr. Clerical / Sr. Administrator	\$85.00
Clerical / Administrator	\$80.00
3D Modeling (Per day)	\$788.00

Note:

1. For years past 2017, maximum rates can be determined using an annual escalation rate of five percent, or, will be renegotiated.
2. Subconsultant, reproduction, delivery and other associated expenses shall be reimbursed at cost plus 10%.
3. Mileage shall be reimbursed at the current Federal rate as published by the IRS.

TOWN OF SHADY SHORES, TEXAS

FINANCIAL STATEMENTS
AND
ACCOUNTANTS' OPINION

SEPTEMBER 30, 2019

TOWN OF SHADY SHORES, TEXAS

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TOWN OF SHADY SHORES, TEXAS
PRINCIPAL TOWN OFFICIALS
SEPTEMBER 30, 2019

Mayor	Cindy Aughinbaugh
Mayor Pro-Tem	Tom Newell
Council Members:	Jack Nelson
	Mike Nowels
	Charles Grimes
	Matthew Haines
Town Secretary	Wendy Withers
Town Attorney	James E. Shepherd Shepherd Law Firm
Town Engineer	Richard Arvizu

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INDEPENDENT AUDITORS' REPORT

Honorable Mayor and Town Council
Town of Shady Shores, Texas

We have audited the accompanying financial statements of the governmental activities and each major fund of the Town of Shady Shores, Texas ("Town"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standard* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Town of Shady Shores, Texas as of September 30, 2019, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in notes 8 and 9 to the financial statements, in the current fiscal year, the Town adopted new accounting guidance prescribed by GASB Statement No. 75 for its other post-employment benefit (OPEB) plan – a defined benefit group-term life insurance plan known as the Supplemental Death Benefits Fund (SDBF). Because GASB Statement No. 75 implements new measurement criteria and reporting provisions, significant information has been added to the Government-Wide Statements. The Statement of Net Position discloses the Town's net OPEB Liability and deferred resources outflows and deferred resource inflows related to the Town's OPEB plan. The Statement of Activities discloses the adjustment to the Town's Beginning Net Position. Our opinion is not modified with respect to the matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the *management's discussion and analysis* on pages 7 through 12, the budgetary comparison information on page 41, and the Texas Municipal Retirement System Schedules on pages 42 through 44, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Shady Shores, Texas's basic financial statements. The other supplementary information listed in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the other supplementary information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 18, 2020 on our consideration of the Town of Shady Shores, Texas's internal control over financial reporting and on our test of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town of Shady Shores, Texas's internal control over financial reporting and compliance.



Hankins, Eastup, Deaton, Tonn & Seay, PC
Denton, Texas

May 18, 2020

MANAGEMENT'S DISCUSSION & ANALYSIS

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TOWN OF SHADY SHORES, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2019

As management of the Town of Shady Shores, we offer readers of the Town of Shady Shores' financial statements this narrative overview and analysis of the financial activities of the Town of Shady Shores for the year ended September 30, 2019. We encourage readers to consider the information presented here in conjunction with the Town's basic financial statements.

Financial Highlights

- The assets and deferred outflows of the Town of Shady Shores exceeded its liabilities and deferred inflows at September 30, 2019 by \$3,691,437. The unrestricted net position amount of \$1,769,399 may be used to meet the government's ongoing obligations to citizens and creditors.
- The Town's total net position increased by \$218,205 during the fiscal year from the results of current year operations.
- As of September 30, 2019, the Town of Shady Shores' governmental fund reported an ending fund balance of \$1,764,217, a decrease of \$357,356 in comparison with the beginning of the period. Approximately 50 percent of this total amount, \$884,031, is available for spending at the government's discretion (*unassigned fund balance*).

Overview of the Financial Statements

The management discussion and analysis are intended to serve as an introduction to the Town of Shady Shores' basic financial statements. The Town of Shady Shores' basic financial statements comprises of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the Town of Shady Shores' finances, in a manner similar to a private-sector business.

The statement of net position presents information on the entire Town of Shady Shores' assets, deferred outflows, liabilities and deferred inflows, with the difference reported as net position. Over time, increase or decreases in net position may serve as a useful indicator of whether the financial position of the Town of Shady Shores is improving or deteriorating.

The statement of activities presents information showing how the Town's net position changed during the most recent period. All of the current period's revenues and expenses are taken into account regardless of when cash is received or paid. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave). Both the statement of net position and the statement of activities are prepared utilizing the accrual basis of accounting as opposed to the modified accrual basis used in prior reporting models.

In the Statement of Net Position and the Statement of Activities, the Town has one kind of activity:

- **Governmental activities.** All of the Town's basic services are reported here, including public works and general administration. Property taxes, sales taxes, and franchise fees finance most of these activities.

TOWN OF SHADY SHORES, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2019

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund financial statements provide detailed information about the most significant funds, not the Town as a whole. Some funds are required to be established by state law or bond covenants. However, the Town Council may establish other funds to help it control and manage money for particular purposes or to show that it is meeting legal responsibilities for using certain taxes, grants and other money.

Governmental Funds. All of the Town's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at period-end that are available for spending. These funds are reported using an accounting method identified as the modified accrual basis of accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the Town's general operations and the basic services it provides. Governmental fund information helps the reader determine whether there are more or fewer financial resources that can be spent in the near future to finance the Town's programs. By comparing information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements, readers may better understand the long-term impact of the government's near-term financing decisions. The relationship or differences between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds is detailed in a reconciliation following the fund financial statements.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the Town of Shady Shores' own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The Town of Shady Shores does not currently have any fiduciary funds.

Notes to the Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and funds financial statements.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information highlighting budgetary information for the general fund.

Government-wide Financial Analysis

The Town's net position was \$3,691,437 as of September 30, 2019. This analysis focuses on the net position (Table 1) and changes in general revenues (Table 2) and significant expenses of the Town's governmental activities.

A portion of the Town's net position reflects its net investment in capital assets (e.g., land, buildings, machinery, equipment, and infrastructure), less any related debt used to acquire those assets that is still outstanding. The Town uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending.

TOWN OF SHADY SHORES, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2019

Table 1
Net Position

	Governmental Activities	
	2018	2019
Current and other assets	\$ 2,174,140	\$ 1,809,908
Capital assets	1,342,617	1,922,038
Total asset	<u>3,516,757</u>	<u>3,731,946</u>
Deferred outflows of resources	10,463	16,229
Other liabilities	45,310	42,959
Net pension/OPEB liability	6,525	12,516
Total liabilities	<u>51,835</u>	<u>55,475</u>
Deferred inflows of resources	1,485	1,263
Net position:		
Net investment in capital assets	1,342,617	1,922,038
Unrestricted	2,131,283	1,769,399
Total net position	<u>\$ 3,473,900</u>	<u>\$ 3,691,437</u>

Governmental Activities. The Town's general revenues for governmental activities for the year ended September 30, 2019 are detailed below (Table 2).

Table 2
General Revenues

	2018	2019
Property taxes	\$ 901,577	\$ 974,573
Sales taxes	90,628	111,385
Franchise taxes	133,336	141,649
Investment earnings	14,417	21,035
Miscellaneous	3,570	1,587
	<u>\$ 1,143,528</u>	<u>\$ 1,250,229</u>

The following table provides a summary of the Town's operations for the year ended September 30, 2019. Governmental activities increased the Town's net position by \$218,205, primarily due to capital asset additions financed partially by government grants.

TOWN OF SHADY SHORES, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2019

Table 3
Changes in Net Position

	Governmental Activities	
	2018	2019
Revenues:		
Program Revenues:		
Charges for Services	\$ 370,975	\$ 352,571
Operating Grants	-	-
Capital Grants	308,668	228,607
General Revenues:		
Property taxes	901,577	974,573
Sales taxes	90,628	111,385
Franchise taxes	133,336	141,649
Investment Earnings	14,417	21,035
Miscellaneous	3,570	1,587
Total Revenue	<u>1,823,171</u>	<u>1,831,407</u>
Expenses:		
General government	546,537	637,031
Public safety	567,326	576,602
Public works/other	348,552	399,569
Total Expenses	<u>1,462,415</u>	<u>1,613,202</u>
Increase in net position	360,756	218,205
Net position - October 1 (beginning)	3,113,144	3,473,900
Prior period adjustment	-	(668)
Net position - September 30 (ending)	<u>\$ 3,473,900</u>	<u>\$ 3,691,437</u>

Financial Analysis of the Government's Funds

Governmental Funds. The focus of the Town's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financing requirements. In particular, unassigned fund balance may serve as a useful measure of government's net resources available for spending at the end of the period.

As of the end of the current period, the Town's governmental fund, the general fund reported an ending fund balance of \$1,764,217, a decrease of \$357,356 in comparison with the beginning of the period. Approximately 50 percent of this total amount (\$884,031) constitutes unassigned fund balance, which is available for spending at the Town's discretion. The Town has assigned a portion of the fund balance for capital projects, roads and bridges and emergencies.

The fund balance of the Town's general fund decreased by \$357,356 during the current year compared to a \$202,992 decrease in the prior year.

Key factors in this change were increases in ad valorem tax revenues and sales tax revenue, offset by increases in expenditures for engineering and attorney fees. In particular, fund balance reserves were used to pay for engineering fees related to an upcoming road project.

TOWN OF SHADY SHORES, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2019

General Fund Budgetary Highlights

During the current year, the Town Council of the Town of Shady Shores did not amend the budget for the General Fund.

Capital Assets and Debt Administration

Capital Assets. The Town's investment in capital assets for its governmental activities as of September 30, 2019, amounts to \$1,922,038 (net of accumulated depreciation). This amount represents a net increase of \$579,421, or 43 percent, above the beginning of the period. The investment in capital assets includes land, buildings, equipment, furniture and roads.

The only capital asset addition during the current period was \$700,000 spent on road engineering fees.

Table 4
Capital Assets at Year-end
(Net of Depreciation)

	Governmental Activities
Land	\$ 6,000
Construction in Progress	700,000
Buildings	449,010
Furniture and Equipment	19,431
Vehicle	-
Infrastructure – Roads	747,597
Totals	<u>\$ 1,922,038</u>

Additional information on the Town's capital assets can be found in Note 4 of this report.

Long-term Debt. At the end of the current period, the Town had no long-term indebtedness.

Economic Factors and Next Year's Budgets and Rates

TOWN OF SHADY SHORES, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2019

Requests for Information

This financial report is designed to provide a general overview of the Town's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Town of Shady Shores, P.O. Box 362, Lake Dallas, Texas 75065.

BASIC FINANCIAL STATEMENTS

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TOWN OF SHADY SHORES, TEXAS
STATEMENT OF NET POSITION
SEPTEMBER 30, 2019

	<u>Primary Government</u>
	<u>Governmental Activities</u>
ASSETS	
Cash and Cash Equivalents	\$ 1,246,062
Investments	548,395
Receivables (net of allowance for uncollectibles)	
Taxes - Ad Valorem	2,732
Other Receivables	8,771
Prepaid Expenses	3,948
Noncurrent Assets:	
Capital Assets (net of depreciation):	
Land	6,000
Construction in Progress	700,000
Buildings, net	449,010
Furniture and Equipment, net	19,431
Vehicles, net	-
Roads and Streets, net	747,597
Total Assets	<u>3,731,946</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred Outflows Related to TMRS Pension	16,161
Deferred Outflows Related to TMRS OPEB	68
Total Deferred Outflows of Resources	<u>16,229</u>
LIABILITIES	
Accounts Payable	37,995
Payroll Liabilities	1,314
Solid Waste Deposits	3,650
Net Pension Liability	11,863
Net OPEB Liability	653
Total Liabilities	<u>55,475</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred Inflows Related to TMRS Pension	1,046
Deferred Inflows Related to TMRS OPEB	217
Total Deferred Inflows of Resources	<u>1,263</u>
NET POSITION	
Net Investment in Capital Assets	1,922,038
Unrestricted Net Position	1,769,399
Total Net Position	<u>\$ 3,691,437</u>

The accompanying Notes are an integral part of this statement.

TOWN OF SHADY SHORES, TEXAS
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2019

Functions/Programs	Expenses	Program Revenues		Net (Expense) Revenue and Change in Net Position
		Charges for Services	Capital Grants	Governmental Activities
GOVERNMENTAL ACTIVITIES:				
General Government	\$ 637,031	\$ 231,636	\$ -	\$ (405,395)
Public Safety	576,602	-	-	(576,602)
Public Works	399,569	120,935	228,607	(50,027)
Total Governmental Activities	1,613,202	352,571	228,607	(1,032,024)
TOTAL PRIMARY GOVERNMENT	\$ 1,613,202	\$ 352,571	\$ 228,607	(1,032,024)

GENERAL REVENUES:

Taxes:	
Property Taxes	974,573
Sales Taxes	111,385
Franchise Taxes	141,649
Investment Earnings	21,035
Miscellaneous	<u>1,587</u>
Total General Revenues	<u>1,250,229</u>
Change in Net Position	218,205
NET POSITION - Beginning	3,473,900
Prior Period Adjustment Required by GASB 75	<u>(668)</u>
NET POSITION - Ending	<u><u>\$ 3,691,437</u></u>

The accompanying Notes are an integral part of this statement.

TOWN OF SHADY SHORES, TEXAS
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2019

	<u>General Fund</u>
ASSETS	
Cash and Cash Equivalents	\$ 1,246,062
Investments	548,395
Grants Receivable	-
Ad valorem Tax Receivable	2,732
Other Receivables	8,771
Prepaid Costs	3,948
Total Assets	<u><u>\$ 1,809,908</u></u>
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCE	
Liabilities:	
Accounts Payable	\$ 37,995
Payroll Taxes Payable	1,314
Sales Tax Payable	-
Solid Waste Deposits	3,650
Total Liabilities	<u><u>42,959</u></u>
Deferred Inflows of Resources:	
Unavailable Revenue-Property Taxes	2,732
Total Deferred Inflows of Resources	<u><u>2,732</u></u>
Fund Balance:	
Nonspendable Fund Balance	3,948
Assigned Fund Balance:	
Capital Projects	100,000
Roads and Bridges	476,238
Emergencies	300,000
Unassigned Fund Balance	884,031
Total Fund Balance	<u><u>1,764,217</u></u>
Total Liabilities, Deferred Inflows, and Fund Balance	<u><u>\$ 1,809,908</u></u>

The accompanying Notes are an integral part of this statement.

TOWN OF SHADY SHORES, TEXAS
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE
STATEMENT OF NET POSITION
SEPTEMBER 30, 2019

Total Fund Balances – Governmental Funds	\$1,764,217
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the fund financial statements.	3,066,348
Accumulated depreciation is not reported in the fund financial statements.	(1,144,310)
Property tax revenue reported as unavailable revenues in the fund financial statements was recognized as revenue in the government-wide financial statements.	2,732
Included in the items related to debt is the recognition of the Town's net TMRS pension liability required by GASB 68 in the amount of \$11,863, a Deferred Outflows of Resources related to TMRS in the amount of \$16,161, and a Deferred Inflows of Resources related to TMRS in the amount of \$1,046. This amounted to an increase in Net Position in the amount of \$3,252.	3,252
Included in the items related to debt is the recognition of the Town's net TMRS OPEB liability required by GASB 75 in the amount of \$653, a Deferred Resource Outflow related to OPEB in the amount of \$68, and a Deferred Resource Inflow related to OPEB in the amount of \$217. This amounted to a decrease in Net Position in the amount of \$802.	<u>(802)</u>
Net Position of Governmental Activities	<u>\$3,691,437</u>

The accompanying Notes are an integral part of this statement.

TOWN OF SHADY SHORES, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2019

	General Fund
Revenues:	
Taxes	
General Sales and Use Taxes	\$ 111,385
Ad Valorem Taxes and Penalties	979,098
Franchise Taxes	141,649
Building Permits & Fees	120,935
Municipal Court Fines	32,454
FHWA Grant	228,607
Interest Income	21,035
Solid Waste Collections	199,182
Other Revenue	1,587
Total Revenues	<u>1,835,932</u>
Expenditures:	
General Government Administration	623,424
Public Safety	575,381
Public Works	294,483
Capital Outlay	700,000
Total Expenditures	<u>2,193,288</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(357,356)</u>
Net Change in Fund Balance	(357,356)
Fund Balance – October 1 (beginning)	<u>2,121,573</u>
Fund Balance – September 30 (ending)	<u><u>\$ 1,764,217</u></u>

The accompanying Notes are an integral part of this statement.

TOWN OF SHADY SHORES, TEXAS
 RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES,
 EXPENDITURES, AND CHANGE IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES
 FOR THE YEAR ENDED SEPTEMBER 30, 2019

Total Net Change in Fund Balances – Governmental Funds \$ (357,356)

Current year capital outlay is shown as an expenditure in the fund financial statements but are shown as capital assets in the government-wide financial statements. 700,000

Depreciation is not recognized as an expense in governmental funds since it does not require the use of current financial resources. The net effect of the current year's depreciation is to decrease net position in the government-wide financial statements. (120,579)

Revenues from property taxes are shown as unavailable in the fund financial statements until they are considered available to finance current expenditures, but such revenues are recognized when assessed in the government-wide financial statements. (4,525)

The implementation of GASB 68 required that certain expenditures be de-expended and recorded as deferred resource outflows. The contributions made after the measurement date of 12/31/18 caused the change in ending net position to increase in the amount of \$8,211. Contributions made before the measurement date but during the 2019 FY were also de-expended and recorded as a reduction in the net position liability for the Town. This also caused an increase in the change in net position in the amount of \$2,294. These contributions were replaced with the Town's pension expense for the year of \$9,706, which caused a increase in the change in net position. The impact of all of these is to increase net position by \$799. 799

The implementation of GASB 75 required that certain expenditures be de-expended and recorded as deferred resource outflows. The contributions made after the measurement date of 12/31/18 caused net position to increase in the amount of \$54. Contributions made before the measurement date but during the 2019 FY were also de-expended and recorded as a reduction in the net position liability for the Town. This also caused an increase in net position in the amount of \$18. These contributions were replaced with the Town's OPEB expense for the year of \$206, which caused a decrease in the change in net position. The impact of all of these is to decrease net position by \$134. (134)

Change in Net Position of Governmental Activities \$ 218,205

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Town of Shady Shores (the "Town") are presented in accordance with generally accepted accounting principles applicable to state and local governmental units as set forth by the Governmental Accounting Standards Board ("GASB").

The Town implemented GASB 34 in a prior year. GASB Statement No. 34 established a new financial reporting model for state and local governments that included the addition of management's discussion and analysis, government-wide financial statements, required supplementary information and the elimination of the use of account groups to the already required fund financial statements and notes. GASB Statement No. 37 provides additional guidance in reporting infrastructure, program revenues and major criteria.

The GASB determined that fund accounting has and will continue to be essential in helping governments to achieve fiscal accountability and should, therefore, be retained. The GASB also determined that the government-wide financial statements are needed to allow users of financial reports to assess a government's operational accountability. The new GASB model integrates fund-based financial reporting and government-wide financial reporting as complementary components of a single comprehensive financial reporting model.

The following is a summary of the more significant accounting policies.

A. Reporting Entity

The Town of Shady Shores (Town) is a municipal corporation governed by an elected mayor and five-member council. The accompanying financial statements present the government and its component units, entities for which the government is considered to be financially accountable. The criteria for including organizations as component units within the Town's reporting entity, as set forth in Section 2100 GASB's Codification of Governmental Accounting and Financial Reporting Standards, include whether:

- the organization is legally separate (can sue and be sued in their own name)
- the Town holds the corporate powers of the organization
- the Town appoints a voting majority of the organization's board
- the Town is able to impose its will on the organization
- the organization has the potential to impose a financial benefit/burden on the Town
- there is fiscal dependency by the organization on the Town

Blended component units, although legally separate entities, are, in substance, part of the government's operations. Each discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the Town.

The Town had no component units at September 30, 2019.

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the non-fiduciary activities of the Town and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The Town had no business-type activities during the period.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governments funds, proprietary funds, and fiduciary funds, even though the latter are excluded for the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements. The Town had no proprietary funds or fiduciary funds during the period.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments are treated as being equal to the employer's yearly contributions for retirees. There are no investments as this is a pay-as-you-go plan.

Property taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual. All other revenue items are considered to be measurable and available only when cash is received by the Town.

The Town reports the following major governmental fund:

General Fund - The General fund is the general operating fund of the Town. It is used to account for all financial resources except those required to be accounted for in another fund.

Program revenues include: 1) charges to customers or applicants for goods, services, or privileges provided; 2) operating grants and contributions; and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

D. Cash and Investments

The Town's cash and investments are considered to be cash on hand, demand deposits and certificates of deposit.

E. Property Taxes

Ad valorem taxes are levied from valuations assessed as of January 1 and recognized as revenue on the date of levy, on October 1. Property tax receivables are recognized when the Town has an enforceable claim against the property owner. In the governmental funds, property tax revenue is recognized in the fiscal period for which the taxes are levied, provided that they become available. Available means collected within the current period, or expected to be collected soon enough thereafter, to be used to pay current liabilities. The Town's availability period is sixty days. Taxes collected prior to the levy date to which they apply are recorded as unavailable revenues and recognized as revenue of the period to which they apply.

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

Current taxes are due on October 1 and become delinquent if unpaid on February 1. Taxes unpaid as of February 1 are subject to penalty and interest as the Town Council provides by ordinance. On January 1 of each year, a tax lien attaches to property to secure all taxes, penalties and interest ultimately imposed.

F. Bad Debts

No allowance is provided for uncollectible real property taxes, since all real property taxes will ultimately be collected when title to the property is transferred, except in rare instances in which the taxes are discharged in bankruptcy.

G. Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the governmental activities column in the government-wide financial statements. The Town defines capital assets as assets with an initial individual cost of more than \$1,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the time received. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Net interest incurred during the construction phase of capital assets of governmental activities is not included as part of the capitalized value of the assets constructed.

Depreciation expense is calculated on the straight-line method. Depreciation methods are designed to amortize the cost of the assets over their estimated useful lives. Estimated useful lives of major categories of property are as follows:

<u>Category</u>	<u>Estimated Life</u>
Infrastructure	15-30 years
Buildings	50 years
Furniture and equipment	7-10 years

H. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

I. Net Position

Net position represents the difference between assets, deferred outflows, deferred inflows and liabilities. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the Town or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

J. Budgets

The Town prepares an annual budget for the General Fund in order to provide appropriate budgetary control over revenues and expenditures through comparison of actual data to budgetary data. If a change in the approved budget is required due to unforeseen circumstances, the Council may approve amendments to the budget. All annual appropriations lapse at fiscal year-end.

K. Subsequent Events

Management has reviewed events subsequent to September 30, 2019 through May 18, 2020, which is the date the financial statements were available to be issued. No subsequent events were identified that were required to be disclosed in the financial statements.

2. FUND BALANCE

The Town has implemented GASB Statement No. 54, "Fund Balance Reporting and Governmental Fund Type Definitions." This Statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government's fund balances more transparent.

Fund Balance Classification: The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

- Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. The Town has classified \$3,948 of prepaid costs as nonspendable fund balance at September 30, 2019.
- Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. Court security and technology fees are restricted because their use is restricted pursuant to the regulations that allow the collection of those fees. The Town had no restricted fund balance at September 30, 2019.
- Committed: This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Town Council. The Council establishes (and modifies or rescinds) fund balance commitments by passage of a resolution. This can also be done through adoption and amendment of the budget. These amounts cannot be used for any other purpose unless the Council removes or changes the specified use by taking the same type of action that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The Council had not committed any resources as of September 30, 2019.

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

- Assigned: This classification includes amounts that are constrained by the Town's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Council or through the Council delegating this responsibility to other individuals in the Town. Under the Town's policy, only the council may assign amounts for specific purposes. The Town had assigned fund balance resources of the General Fund as of September 30, 2019, for capital projects, roads and bridges and emergencies.
- Unassigned: This classification includes all amounts not included in other spendable classifications, including the residual fund balance for the General Fund.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the Town considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the Town considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Town Council has provided otherwise in its commitment or assignment actions.

Beginning fund balances for the Town's governmental funds have been restated to reflect the above classifications. The details of the fund balances are included in the Governmental Funds Balance Sheet (page 17) and are described below:

General Fund

The General Fund has unassigned fund balance of \$884,031 at September 30, 2019. The Town had assigned fund balances of \$100,000 for capital projects, \$476,238 for roads and bridges and \$300,000 for emergencies.

3. DEPOSITS AND INVESTMENTS WITH FINANCIAL INSTITUTIONS

The Town's funds are required to be deposited and invested under the terms of a depository agreement. The depository bank deposits for safekeeping and trust with the Town's agent bank approved pledged securities in an amount sufficient to protect Town funds on a day-to-day basis during the period of the agreement. The pledge of approved securities is waived only to the extent of the depository bank's dollar amount of Federal Deposit Insurance Corporation ("FDIC") insurance.

1. Cash Deposits:

At September 30, 2019, the carrying amount of the Town's deposits in checking accounts and interest-bearing savings accounts was \$1,245,965 and the bank balance was \$1,242,095. The Town's cash deposits at September 30, 2019 were entirely covered by FDIC insurance or by pledged collateral held by the Town's agent bank in the Town's name.

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

2. Investments:

The Public Funds Investment Act (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports and establishment of appropriate policies. Among other things, it requires the Town to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, (9) and bid solicitation preferences for certificates of deposit. Statutes authorize the Town to invest in (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas, (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) bankers acceptance, (7) Mutual Funds, (8) Investment pools, (9) guaranteed investment contracts, (10) and common trust funds.

The Act also requires the Town to have independent auditors perform test procedures related to investment practices as provided by the Act. The Town is in substantial compliance with the requirements of the Act and with local policies.

In compliance with the Public Funds Investment Act, the Town has adopted a deposit and investment policy. That policy addresses the following risks:

- a. Custodial Credit Risk – Deposits: In the case of deposits, this is the risk that, in the event of a bank failure, the Town's deposits may not be returned to it. As of September 30, 2019, the Town's cash balances totaled \$1,242,095. This entire amount was either collateralized with securities held by the Town's financial institution's agent in the Town's name or covered by FDIC insurance. Thus, the Town's deposits are not exposed to custodial credit risk.
- b. Custodial Credit Risk – Investments: For an investment, this is the risk that, in the event of the failure of the counterparty, the Town will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At September 30, 2019, the Town held all of its investments in a public funds investment pool – TexPool. Investments in external investment pools are considered unclassified as to custodial credit risk because they are not evidenced by securities that exist in physical or book entry form.
- c. Credit Risk: This is the risk that an issuer or other counterparty to an investment will be unable to fulfill its obligations. The rating of securities by nationally recognized rating agencies is designed to give an indication of credit risk. Credit risk is monitored and controlled by purchasing quality related instruments that have been evaluated by agencies such as Standards and Poor's or Moody's Investment Services. The credit quality rating for TexPool at year-end was AAAm (Standard & Poor's)
- d. Interest Rate Risk: This is the risk that changes in interest rates will adversely affect the fair value of an investment. The Town manages its exposure to declines in fair values by limiting the weighted average maturity of its investment portfolio to less than one year from the time of purchase. The weighted average maturity for the TexPool investment pool is less than 60 days.

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

- e. **Foreign Currency Risk:** This is the risk that exchange rates will adversely affect the fair value of an investment. At September 30, 2019, the Town was not exposed to foreign currency risk.
- f. **Concentration of Credit Risk:** This is the risk of loss attributed to the magnitude of the Town's investment in a single issuer (i.e., lack of diversification). Concentration risk is defined as positions of 5 percent or more in the securities of a single issuer. Investment pools are excluded from the 5 percent disclosure requirement.

The Town's investments at September 30, 2019 are shown below:

<u>Name</u>	<u>Carrying Amount</u>	<u>Market Value</u>
Texpool Investment Pool	<u>\$ 548,395</u>	<u>\$ 548,395</u>
Total	<u>\$ 548,395</u>	<u>\$ 548,395</u>

Fair Value Measurements

The Town categorizes its fair value measurements with the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. Investments that are measured at fair value using the net asset value per share (or its equivalent) as a practical expedient are not classified in the fair value hierarchy below.

In instances where inputs used to measure fair value fall into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. The Town's assessment of the significance of particular inputs to these fair value measurements requires judgement and considers factors specific to each asset or liability.

The Town's investment in the TexPool investment pool (statewide 2a7-like external investment pool) is not required to be measured at fair value but is measured at amortized cost.

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

4. CAPITAL ASSETS

Capital asset activity for governmental activities for the year ended September 30, 2019 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Primary Government				
Governmental activities:				
Capital assets, not being depreciated:				
Land	\$ 6,000	\$ -	\$ -	\$ 6,000
Construction in Progress	-	700,000	-	700,000
Total capital assets, not being depreciated	6,000	700,000	-	706,000
Capital assets being depreciated:				
Roads & Streets	1,703,377	-	-	1,703,377
Buildings & Improvements	578,053	-	-	578,053
Vehicles	11,400	-	-	11,400
Furniture & Equipment	67,518	-	-	67,518
Total capital assets, being depreciated	2,360,348	-	-	2,360,348
Less accumulated depreciation for:				
Buildings & Improvements	116,169	12,874	-	129,043
Furniture & Equipment	45,738	2,349	-	48,087
Vehicles	11,400	-	-	11,400
Roads & Streets	850,424	105,356	-	955,780
Total accumulated depreciation	1,023,731	120,579	-	1,144,310
Total capital assets, being depreciated, net	1,336,617	(120,579)	-	1,216,038
Governmental activities capital assets, net	<u>\$ 1,342,617</u>	<u>\$ 579,421</u>	<u>\$ -</u>	<u>\$ 1,922,038</u>

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities:	
Administration	\$ 14,272
Public Safety	1,221
Public works	<u>105,086</u>
Total depreciation expense – Governmental activities	<u>\$120,579</u>

Land and construction in progress are not depreciated.

5. LITIGATION AND CONTINGENCIES

The Town Attorney (general legal counsel) expresses the opinion that there does not now exist any pending or threatened litigation, claim or assessment, or an unasserted claim and/or assessment which individually or collectively represent a potential loss exposure to the Town of Shady Shores, Texas.

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

6. RISK MANAGEMENT

Significant losses to which the Town is exposed are covered by insurance obtained primarily through the Texas Municipal League. This includes property and liability insurance. The Town retains no risk of loss except for small deductibles on some of the policies.

For insured programs, there have been no significant reduction in insurance coverage, and settlement amounts have not been exceeded insurance coverage for the current year or the three prior years.

7. DEFINED BENEFIT PENSION PLANS

Plan Description

The Town of Shady Shores participates as one of 887 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401 (a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at www.tmrs.com.

All eligible employees of the Town are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the town, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the town-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

The plan provisions are adopted by the governing body of the Town, within the options available in the state statutes governing TMRS. Plan provisions for the Town were as follows:

	Plan Year 2018	Plan Year 2019
Employee deposit rate	7.0%	7.0%
Employer deposit rate	8.86%	9.33%
Matching ratio (Town to employee)	2 to 1	2 to 1
Years required for vesting	5	5
Service retirement eligibility (expressed as age/years of service)	60/5,0/20	60/5,0/20
Updated Service Credit	0%,	0%,
Annuity Increase (to retirees)	0% of CPI	0% of CPI

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

Employees covered by benefit terms.

At the December 31, 2018 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	0
Inactive employees entitled to buy not yet receiving benefits	0
Active employees	<u>2</u>
	2

Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the town matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the town. Under the state law governing TMRS, the contribution rate for each town is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the Town of Shady Shores were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the Town of Shady Shores were 8.86% and 9.33% in calendar years 2018 and 2019, respectively. The Town's contributions to TMRS for the year ended September 30, 2019 were \$10,505, and were equal to the required contributions.

Net Pension Liability

The town's Net Pension Liability (NPL) was measured as of December 31, 2018, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial assumptions:

The Total Pension Liability in the December 31, 2018 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	3.0% per year
Investment Rate of Return	6.75%, net of pension plan investment expense, including inflation

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

Salary increases were based on service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the gender-distinct RP2000 Combined Healthy Mortality Table with Blue Collar Adjustment, with male rates multiplied by 109% and female rates multiplied by 103%. For towns such as the Town of Shady Shores with fewer than twenty employees, more conservative methods and assumptions are used. First, lower termination rates are used, with maximum multipliers of 75% for employers with less than 6 members, 85% for employers with 6 to 10 members, and 100% for employers with 11 to 15 members. There is also a load on the life expectancy for employers with less than 15 active members, such as the Town of Shady Shores. The life expectancy is loaded by decreasing the mortality rates by 1% for every active member less than 15. For underfunded plans, the maximum amortization period for amortizing gains and losses is decreased from current levels by 1 year for each active member less than the 20 member threshold. Once the plan is overfunded, the amortization period reverts back to the standard amortization period. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements. For disabled annuitants, the gender-distinct RP2000 Combined Healthy Mortality Tables with Blue Collar Adjustment are used with males rates multiplies by 109% and female rates multiplied by 103% with a 3-year set-forward for both males and females. In addition, a 3% minimum mortality rate is applied to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements subject to the 3% floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four year period from December 31, 2010 through December 31, 2014. They were adopted in 2015 and first used in the December 31, 2015 actuarial valuation. The post-retirement mortality assumption for healthy annuitants and Annuity Purchase Rate (APR's) are based on the mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. In conjunction with these changes first used in December 31, 2013 valuation, the System adopted the Entry Age Normal actuarial cost method and a one-time change to the amortization policy. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive). The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2019 are summarized in the following table:

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

Asset Class	Target Allocation	Long-Term Expected Portfolio Real Rate of Return*
Domestic Equity	17.5%	4.30%
International Equity	17.5%	6.10%
Core Fixed Income	10.0%	1.00%
Non-Core Fixed Income	20.0%	3.39%
Real Return	10.0%	3.78%
Real Estate	10.0%	4.44%
Absolute Return	10.0%	3.56%
Private Equity	5.0%	7.75%
Total	100.0%	

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) – (b)
Balance at 12/31/2017	\$ 49,681	\$ 43,156	\$ 6,525
Changes for the year:			
Service Cost	15,185	-	15,185
Interest	3,866	-	3,866
Change in benefit terms	-	-	-
Difference between expected and actual experience	1,205	-	1,205
Changes of assumptions	-	-	-
Contributions – employer	-	9,048	(9,048)
Contributions – employee	-	7,197	(7,197)
Net investment income	-	(1,301)	1,301
Benefit payments, including refunds of employee contributions	-	-	-
Administrative expense	-	(25)	25
Other changes	-	(1)	1
Net changes	\$ 20,256	\$ 14,918	\$ 5,338
Balance at 12/31/2018	\$ 69,937	\$ 58,074	\$ 11,863

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

Sensitivity of the net pension liability to changes in the discount rate

The following presents the net pension liability of the Town, calculated using the discount rate of 6.75%, as well as what the Town's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
Town's net pension liability (asset)	\$23,334	\$11,863	\$2,327

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained on the Internet at www.tmrs.com.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2019, the Town recognized pension expense of \$9,706.

At September 30, 2019, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 4,130	\$ 55
Changes in actuarial assumptions	243	-
Difference between projected and actual investment earnings	3,577	991
Contributions subsequent to the measurement date	8,211	-
Total	\$ 16,161	\$ 1,046

\$8,211 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2020. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended September 30:	
2020	\$ 1,254
2021	1,104
2022	1,104
2023	1,311
2024	460
Thereafter	1,671

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

8. OTHER POST EMPLOYMENT BENEFITS

Plan Description

The Town also participates in a defined benefit group-term life insurance plan known as the Supplemental Death Benefits Fund (SDBF). This is a voluntary program in which participating member cities may elect, by ordinance, to provide group-term life insurance coverage (Supplemental Death Benefits) for their active members, including or not including retirees.

Benefits Provided

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings for the 12-month period preceding the month of death). The death benefit for retirees is considered an other postemployment benefit (OPEB) and is a fixed amount of \$7,500. As the SDBF covers both active and retiree employees, with no segregation of assets, the SDBF is considered to be an unfunded OPEB plan. Texas Local Government Code Section 177.001 assigns the authority to establish and amend benefit provisions to the City Council. At the December 31, 2018 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	0
Inactive employees entitled to but not yet receiving benefits	0
Active employees	<u>2</u>
Total	2

Contributions

The Town contributes to the SDBF program at a contractually required rate. An annual actuarial valuation is performed, and the contractual rate is equal to the cost of providing one-year term life insurance. The premium rate is expressed as a percentage of the covered payroll of members employed by the participating employer. There is a one-year delay between the actuarial valuation that serves as the basis for the employer contribution rate and the calendar year when the rate goes into effect.

The SDBF program is voluntary and employers can cease participation by adopting an ordinance before November 1 of any year to be effective the following January 1. Therefore, the funding policy of the program is to ensure that adequate resources are available to meet all insurance benefit payments for the upcoming year. It is not the intent of the funding policy to pre-fund retiree term life insurance during employees' entire careers. The Town's contribution, which equaled the required contribution, was as follows for the year ended September 30:

	<u>2019</u>
Employer rate	0.07%
Employer contributions	\$ 72

Actuarial Assumptions

The total OPEB liability in the December 31, 2018 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5%
Salary increases	3.50% to 10.5%,
Discount rate	3.71%, including inflation

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

Mortality rates for service retirees were based on the RP2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103% and projected on a fully generational basis with scale BB.

Mortality rates for disabled retirees were based on the RP2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103% with a three-year set-forward for both males and females. The rates are projected on a fully generational basis with scale BB to account for future mortality improvements subject to the 3% floor.

Actuarial assumptions used in the December 31, 2018 valuation were based on the results of actuarial experience studies. The experience study in TMRS was for the period December 31, 2010 through December 31, 2014.

The SDBF program is treated as an unfunded OPEB plan because the SDBF trust covers both actives and retirees and the assets are not segregated for these groups. A discount rate of 3.71% was based on the 20-Year Municipal GO AA Index as of December 31, 2018.

OPEB Liability, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At September 30, 2019, the Town reported a total OPEB liability of \$653 measured at December 31, 2018. For the year ended September 30, 2019, the Town recognized OPEB expense of \$206.

There were no changes of assumptions or other inputs that affected measurement of the total OPEB liability during the measurement period.

There were no changes of benefit terms that affected measurement of the total OPEB liability during the measurement period.

Changes in the total OPEB liability for the measurement year ended December 31, 2018 are as follows:

	<u>Total OPEB Liability</u>
Changes in Total OPEB Liability	
Balance at December 31, 2017	\$ 722
Changes for the year:	
Service cost	206
Interest on total OPEB liability	27
Changes of benefit terms	-
Differences between expected and actual experience	(239)
Changes in assumptions or other inputs	(63)
Benefit payments*	-
Balance as of December 31, 2018	<u>\$ 653</u>

*Due to the SDBF being considered an unfunded OPEB plan under GASB 75, benefit payments are treated as being equal to the employer's yearly contributions for retirees.

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

Discount Rate Sensitivity Analysis

The following presents the total OPEB liability of the Town, calculated using the discount rate of 3.71%, as well as what the Town's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.71%) or 1 percentage point higher (4.71%) than the current rate.

	1% Decrease in Discount Rate (2.71%)	Discount Rate (3.71%)	1% Increase in Discount Rate (4.71%)
Total OPEB liability	\$837	\$653	\$511

At December 31, 2018, the Town reported its deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ -	\$ 217
Changes in actuarial assumptions	14	-
Difference between projected and actual investment earnings	-	-
Contributions subsequent to the measurement date	54	-
Total	\$ 68	\$ 217

Deferred outflows of resources related to OPEB resulting from contribution subsequent to the measurement date will be recognized as a reduction of the total OPEB liability for the year ended September 30, 2020 in the amount of \$54. The other net amounts of the employer's balances of deferred outflows and inflows of resources related to OPEB, excluding contributions made subsequent to the measurement date, will be recognized in OPEB expense as follows:

Year ended September 30:	
2020	\$ (20)
2021	(20)
2022	(20)
2023	(20)
2024	(20)
Thereafter	(103)

TOWN OF SHADY SHORES, TEXAS
NOTES TO THE BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

9. PRIOR PERIOD ADJUSTMENT

In fiscal year 2019, the Town implemented GASB Statement No. 75, *Accounting and Financial Reporting for Post-Employment Benefits Other Than Pensions (OPEB)*. As a result, the beginning net position of the Town's governmental activities has been restated on the Statement of Activities to reflect the net OPEB liability and deferred outflows of resources relating to TMRS contributions made after the prior measurement date of the plan. The following illustrates the effect of the prior period adjustment:

Beginning Net Position – As Originally Presented	\$3,473,900
Restatement due to:	
Net OPEB liability (measurement date as of December 31, 2017)	(722)
Deferred Outflows:	
Town contributions made to TMRS during the fiscal year	<u>54</u>
Beginning Net Position – As Restated	<u><u>\$3,473,232</u></u>

REQUIRED SUPPLEMENTARY INFORMATION

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TOWN OF SHADY SHORES, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
BUDGET AND ACTUAL – GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2019

	<u>Budgeted Amounts</u>		Actual	Variance
	<u>Original</u>	<u>Final</u>	<u>Amounts</u> <u>(GAAP BASIS)</u>	<u>With</u> <u>Final Budget</u>
Revenues:				
Taxes:				
General Sales and Use Taxes	\$ 81,224	\$ 81,224	\$ 111,385	\$ 30,161
Ad Valorem Taxes and Penalties	968,603	968,603	979,098	10,495
Franchise Tax	133,094	133,094	141,649	8,555
Government Grants	-	-	228,607	228,607
Building Permits & Fees	71,000	71,000	120,935	49,935
Municipal Court Fines	20,000	20,000	32,454	12,454
Interest Income	10,131	10,131	21,035	10,904
Solid Waste Collections	218,027	218,027	199,182	(18,845)
Other Revenue	5,850	5,850	1,587	(4,263)
Total Revenues	<u>1,507,929</u>	<u>1,507,929</u>	<u>1,835,932</u>	<u>328,003</u>
Expenditures:				
General Government Administration	682,842	682,842	623,424	59,418
Public Safety	578,480	578,480	575,381	3,099
Public Works	599,857	599,857	294,483	305,374
Capital Outlay	700,000	700,000	700,000	-
Total Expenditures	<u>2,561,179</u>	<u>2,561,179</u>	<u>2,193,288</u>	<u>367,891</u>
Excess (Deficiency) of Expenditures Over (Under) Revenues	<u>(1,053,250)</u>	<u>(1,053,250)</u>	<u>(357,356)</u>	<u>695,894</u>
Net Change in Fund Balance	(1,053,250)	(1,053,250)	(357,356)	695,894
Fund Balance – October 1 (Beginning)	<u>2,121,573</u>	<u>2,121,573</u>	<u>2,121,573</u>	-
Fund Balance – September 30 (Ending)	<u>\$ 1,068,323</u>	<u>\$ 1,068,323</u>	<u>\$ 1,764,217</u>	<u>\$ 695,894</u>

TOWN OF SHADY SHORES, TEXAS
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM
FOR THE YEAR ENDED SEPTEMBER 30, 2019

Total pension liability	2014	2015	2016	2017	2018
Service Cost	\$ 2,663	\$ 7,083	\$ 7,524	\$ 16,609	\$ 15,185
Interest (on the Total Pension Liability)	667	837	1,455	2,520	3,866
Changes of benefit terms	-	-	3,044	-	-
Difference between expected and actual experience	(595)	367	2,250	1,527	1,205
Change of assumptions	-	559	-	-	-
Benefit payments, including refunds of employee contributions	-	(5,030)	-	-	-
Net Change in Total Pension Liability	2,735	3,816	14,273	20,656	20,256
Total Pension Liability – Beginning	8,201	10,936	14,752	29,025	49,681
Total Pension Liability – Ending (a)	\$ 10,936	\$ 14,752	\$ 29,025	\$ 49,681	\$ 69,937
Plan Fiduciary Net Position					
Contributions – Employer	\$ 285	\$ 323	\$ 1,157	\$ 9,032	\$ 9,048
Contributions – Employee	1,889	5,208	5,269	7,866	7,197
Net Investment Income	701	22	1,057	3,207	(1,301)
Benefit payments, including refunds of employee contributions	-	(5,030)	-	-	-
Administrative Expense	(7)	(14)	(12)	(17)	(25)
Other	(1)	-	(1)	(1)	(1)
Net Change in Plan Fiduciary Net Position	2,867	509	7,470	20,087	14,918
Plan Fiduciary Net Position – Beginning	12,223	15,090	15,599	23,069	43,156
Plan Fiduciary Net Position – Ending (b)	\$ 15,090	\$ 15,599	\$ 23,069	\$ 43,156	\$ 58,074
Net Pension Liability (Asset) – Ending (a) – (b)	\$ (4,154)	\$ (847)	\$ 5,956	\$ 6,525	\$ 11,863
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	137.98%	105.74%	79.48%	86.87%	83.04%
Covered Employee Payroll	\$ 37,788	\$ 104,168	\$ 105,379	\$ 112,376	\$ 102,809
Net Pension Liability (Asset) as a Percentage of Covered Employee Payroll	(10.99%)	(0.81%)	5.65%	5.81%	11.54%

Note: The information from this schedule corresponds with the period covered as of the Plan's measurement date of December 31. Plan information was unavailable prior to 2014. Ten years will ultimately be displayed.

TOWN OF SHADY SHORES, TEXAS
SCHEDULE OF EMPLOYER CONTRIBUTIONS
TEXAS MUNICIPAL RETIREMENT SYSTEM
SEPTEMBER 30, 2019

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Contractually Required Contribution	\$ 836	\$ 1,015	\$ 7,061	\$ 8,650	\$ 10,505
Contribution in Relation to the Contractually Required Contribution	<u>(836)</u>	<u>(1,015)</u>	<u>(7,061)</u>	<u>(8,650)</u>	<u>(10,505)</u>
Contribution Deficiency (Excess)	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
Town's Covered- Employee Payroll	\$ 100,115	\$ 107,856	\$ 109,949	\$ 125,230	\$ 113,897
Contributions as a Percentage of Covered-Employee Payroll	0.84%	0.94%	6.42%	6.91%	9.22%

Note: The information from this schedule corresponds with the Town's fiscal years ended September 30. Plan information was unavailable prior to 2014. Ten years will ultimately be displayed.

TOWN OF SHADY SHORES, TEXAS
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM
FOR FISCAL YEAR 2019

	<u>2019</u>
Total OPEB Liability	
Service cost	\$ 206
Interest on total OPEB liability	27
Changes of benefit terms	-
Differences between expected and actual experience	(239)
Change of assumptions or other inputs	(63)
Benefit payments/refunds of contributions	-
Net change in total OPEB liability	<u>(69)</u>
 Total OPEB liability, beginning	 <u>722</u>
Total OPEB liability, ending	<u><u>\$ 653</u></u>
 Covered employee payroll	 \$ 102,809
 Net OPEB liability as a percentage of covered payroll	 0.63%

Note: The information from this schedule corresponds with the period covered as of the Plan's measurement dates of December 31. Plan information was unavailable prior to 2018. Ten year will ultimately be displayed.

No assets are accumulated in a trust as defined by GASB 75. Benefits are on a pay as you go basis.

TOWN OF SHADY SHORES, TEXAS
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED SEPTEMBER 30, 2019

Note A – Net Pension Liability – Texas Municipal Retirement System

Valuation Date:

Notes Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	25 years
Asset Valuation Method	10 Year smoothed market; 15% soft corridor
Inflation	2.5%
Salary Increases	3.50% to 10.5%, including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the Town's plan of benefits. Last updated for the 2015 valuation pursuant to an experience study of the period 2010-2014
Mortality	RP2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103% and projected on a fully generational basis with scale BB

Changes of Benefit Terms

There were no changes in benefit terms.

Changes in the Size or Composition of the Population Covered by the Benefit Terms

There were no changes in the size or composition of the population covered by the benefit terms during the measurement period.

Changes of Assumptions

There were no changes of assumptions or other inputs that affected measurement of the total pension liability during the measurement period.

TOWN OF SHADY SHORES, TEXAS
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED SEPTEMBER 30, 2019

Note B – Total OPEB Liability – Texas Municipal Retirement System

Valuation Date:

Notes	Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.
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Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Inflation	2.5%
Salary Increases	3.50% to 10.5%, including inflation
Retirement Age	Experience-based table of rates that are specific to the Town's plan of benefits. Last updated for the 2015 valuation pursuant to an experience study of the period 2010-2014
Mortality	RP2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103% and projected on a fully generational basis with scale BB

OTHER SUPPLEMENTARY INFORMATION

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TOWN OF SHADY SHORES, TEXAS
GENERAL FUND
STATEMENT OF REVENUES
BUDGET AND ACTUAL FOR THE YEAR ENDED SEPTEMBER 30, 2019

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Property Taxes:			
Current Year Taxes and Penalties	<u>\$ 968,603</u>	<u>\$ 979,098</u>	<u>\$ 10,495</u>
Franchise Taxes:			
Oncor	80,000	81,924	1,924
Atmos Energy	24,000	27,109	3,109
Century Telephone	2,800	3,708	908
Charter Communications	<u>26,294</u>	<u>28,908</u>	<u>2,614</u>
Total	<u>133,094</u>	<u>141,649</u>	<u>8,555</u>
Other Revenues:			
FHWA Grant	-	228,607	228,607
Sales Taxes	81,224	111,385	30,161
Permits and Other Fees	71,000	120,935	49,935
Municipal Court Fines	20,000	32,454	12,454
Interest on Investments	10,131	21,035	10,904
Solid Waste Collections	218,027	199,182	(18,845)
Facility Rentals	600	650	50
Community Events	1,000	812	(188)
Other Revenues	<u>4,250</u>	<u>125</u>	<u>(4,125)</u>
Total	<u>406,232</u>	<u>715,185</u>	<u>308,953</u>
Total Revenues	<u><u>\$ 1,507,929</u></u>	<u><u>\$ 1,835,932</u></u>	<u><u>\$ 328,003</u></u>

TOWN OF SHADY SHORES, TEXAS
GENERAL FUND
STATEMENT OF EXPENDITURES
BUDGET AND ACTUAL FOR THE YEAR ENDED SEPTEMBER 30, 2019

	Budget	Actual	Variance Favorable (Unfavorable)
General Government Administration:			
Town Secretary	\$ 61,192	\$ 62,675	\$ (1,483)
Deputy Town Secretary	39,098	40,877	(1,779)
Office Clerk	23,400	26,334	(2,934)
Municipal Court Clerk	11,952	10,614	1,338
Payroll Taxes	14,464	10,679	3,785
Health Insurance	14,000	10,823	3,177
Retirement	9,176	10,505	(1,329)
Municipal Judge	4,800	4,400	400
Computer/Software Costs	33,335	39,031	(5,696)
Attorney Fees	20,000	102,175	(82,175)
Accounting/Audit Fees	7,500	7,545	(45)
Postage/Mailing	5,600	2,463	3,137
Staff Development/Training	18,000	14,157	3,843
Advertising/Legal Notices	2,500	1,637	863
Building/Maintenance	19,000	21,559	(2,559)
Telephone & Utilities	20,600	18,692	1,908
Dues & Subscriptions	850	1,266	(416)
Office Supplies	4,502	3,577	925
Ordinance Codification	2,500	1,255	1,245
Insurance	6,550	5,314	1,236
Community Events	6,300	2,629	3,671
Promotional	4,000	5,009	(1,009)
Court Fines to State	12,236	13,165	(929)
Jury Fees	500	102	398
Baliff	-	225	(225)
Election Costs	6,000	-	6,000
Other Expenditures	300	1,860	(1,560)
Tax Assessment/Collection	7,500	7,048	452
Contingency	143,987	8,337	135,650
Solid Waste Contract	183,000	189,471	(6,471)
Total Administration	682,842	623,424	59,418
Public Safety:			
Police Services	244,028	242,044	1,984
Child Safety Program	4,000	4,000	-
Animal Control	16,500	15,385	1,115
Fire and Ambulance	313,952	313,952	-
Total Public Safety	578,480	575,381	3,099

TOWN OF SHADY SHORES, TEXAS
GENERAL FUND
STATEMENT OF EXPENDITURES
BUDGET AND ACTUAL FOR THE YEAR ENDED SEPTEMBER 30, 2019

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Public Works:			
Inspections	30,000	30,620	(620)
Code Enforcement	20,000	11,813	8,187
Engineering Fees	150,000	151,240	(1,240)
Roads and Streets	339,311	37,830	301,481
Street Signs	1,500	610	890
Library	29,046	29,046	-
Public Works	30,000	32,812	(2,812)
Regional Storm Water	-	512	(512)
Total Public Works	<u>599,857</u>	<u>294,483</u>	<u>305,374</u>
Capital Outlay:			
Roads and Streets	<u>700,000</u>	<u>700,000</u>	<u>-</u>
Total Capital Outlay	<u>700,000</u>	<u>700,000</u>	<u>-</u>
 Total Expenditures	 <u>\$ 2,561,179</u>	 <u>\$ 2,193,288</u>	 <u>\$ 367,891</u>

TOWN OF SHADY SHORES, TEXAS
SCHEDULE OF DELINQUENT TAXES RECEIVABLE
SEPTEMBER 30, 2019

Tax Year	Balance September 30, 2018	Current Year Levy	Collections	Supplements/ Adjustments	Balance September 30, 2019
1999-2008	\$ 134	\$ -	\$ -	\$ (103)	\$ 31
2008-2009	120	-	12	-	108
2009-2010	104	-	-	-	104
2010-2011	59	-	7	-	52
2011-2012	92	-	6	-	86
2012-2013	227	-	101	-	126
2013-2014	177	-	98	-	79
2014-2015	104	-	9	-	95
2015-2016	307	-	145	(38)	124
2016-2017	757	-	462	(101)	194
2017-2018	5,176	-	4,143	(795)	238
2018-2019	<u>-</u>	<u>969,576</u>	<u>968,081</u>	<u>-</u>	<u>1,495</u>
Totals	<u>\$ 7,257</u>	<u>\$ 969,576</u>	<u>\$ 973,064</u>	<u>\$ (1,037)</u>	<u>2,732</u>
Less allowance for uncollectible accounts					<u>-</u>
					<u>\$ 2,732</u>

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Honorable Mayor and Town Council
Town of Shady Shores, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the Town of Shady Shores, Texas, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise The Town of Shady Shores, Texas's basic financial statements, and have issued our report dated May 18, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

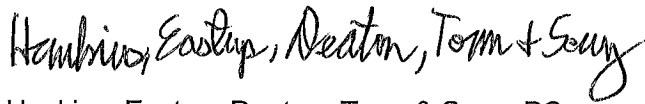
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of the audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Hankins, Eastup, Deaton, Tonn & Seay, PC
Denton, Texas

May 18, 2020



AGENDA MEMORANDUM

DATE: June 8, 2020

TO: Town Council

FROM: Wendy Withers, Town Administrator

SUBJECT: **Interlocal Agreement Connected Nation- Consider and act on approval of an interlocal agreement authorizing acceptance of a proposal by connected nation to perform a study, demand survey and develop a strategic plan for the improvement of internet connectivity issues within the Town of Shady Shores and the Lake Cities.**

BACKGROUND/INFORMATION:

Poor broadband and connectivity issues was one of the problematic areas identified during a joint meeting of the Lake Cities Town Councils (Shady Shores, Hickory Creek, Corinth and Lake Dallas). A Broadband Committee was formed to begin reviewing and investigating ways to improve service within the Lake Cities.

The Broadband Committee consists of representatives from each of the Lake Cities to include:

Ian Theodore, Chairman, Hickory Creek
Charley Price, Vice-Chairman, Lake Dallas
Steve Aughinbaugh, Secretary, Shady Shores
Tom Muehlenbeck, Member, Shady Shores
Shea Rogers, Member, City of Corinth
Garrett Skrehart, Member, City of Corinth
Aaron Layman, Member City of Corinth

At the June 2nd Meeting the Broadband Committee received a proposal from Connected Nation to perform services for the Lake Cities area. A detailed scope of work is included in this packet. The committee recommended that the Lake Cities Town Council's approve an interlocal agreement with the City of Corinth for services, 1) A field validation, mapping and data analysis study which will locate and map existing levels of service 2) A demand survey that will reach out to the community and various stakeholders to help determine what issues exist in the Lake Cities Area 3) Help coordinate the Analysis and Demand Survey along with stakeholders to develop a permanent strategic plan for improving connectivity within the Lake Cities area.

FINANCIAL IMPLICATIONS:

The total cost for the recommended services is \$43, 500, Based on a formula using population and square miles, the Town of Shady Shores would pay 11.8% of the total cost which would be \$5,133.

RECOMMENDATION/ACTION DESIRED:

The total project would take approximately 6 months and would begin this budget year.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. ILA - Broadband Study 2020.05.12 (PA) (002)
2. Connected Nation - Lake Cities Proposal 4-15-20_FINALV2 05.18.2020

REVIEWED BY:

RESOLUTION NO. _____
Interlocal Agreement for Broadband study

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS, APPROVING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR BROADBAND STUDY BY AND BETWEEN THE CITY OF CORINTH, CITY OF LAKE DALLAS, TOWN OF HICKORY CREEK AND TOWN OF SHADY SHORES, TEXAS.

WHEREAS, the Town of Shady Shores is authorized to enter into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter “Interlocal Cooperation Act”) to set forth the terms and conditions upon which the Cities of Corinth, and Lake Dallas and the Towns of Hickory Creek and Shady Shores, (the “ LAKE CITIES MEMBERS”) agree to jointly conduct a broadband study; and

WHEREAS, Shady Shores has identified the concern that its community may not have the level of broadband access as defined and reported by the Federal Communications Commission; and

WHEREAS, the Town Council of Shady Shores finds this Interlocal Agreement and the services to be provided pursuant to the Connected Nation Agreement attached to it as Exhibit A are valid governmental functions, and will be paid by current revenues legally available to Shady Shores;

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

SECTION 1. The Shady Shores Town Council does authorize the Mayor execute the Interlocal Agreement For Broadband Study by and between City of Corinth, City of Lake Dallas, Town of Hickory Creek and Town of Shady Shores. A copy of the Interlocal Agreement is attached to this Resolution as Exhibit A, and a copy of the Connected Nation Agreement is in turn attached to the Interlocal Agreement as Exhibit A to that Agreement. Shady Shores is not a party to the Connected Nation Agreement.

SECTION 2. This resolution shall be effective upon its passage.

Resolution No. _____
(*Interlocal Agreement for Broadband study*)

DULY RESOLVED by the Town Council of the Town of Shady Shores, Texas and effective on this the _____ day of _____, 2020.

APPROVED:
Town of Shady Shores

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, City Secretary

APPROVED AS TO FORM:

James E. Shepherd, City Attorney

Attachment: Interlocal agreement and contract described in the Resolution

Resolution No. _____
(Interlocal Agreement for Broadband study)

**INTERLOCAL COOPERATIVE AGREEMENT FOR BROADBAND STUDY
BY AND BETWEEN THE CITY OF CORINTH AND THE CITY OF LAKE
DALLAS, TOWN OF HICKORY CREEK AND TOWN OF SHADY SHORES,
TEXAS**

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

WHEREAS, this Agreement is authorized pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which the LAKE CITIES agree to jointly conduct a broadband study; and

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

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

WHEREAS, each LAKE CITIES MEMBER has determined that conducting a broadband study and engaging the services of a consultant to provide professional guidance is a project that each could undertake individually as a governmental function; and

WHEREAS, each of the LAKE CITIES will participate in a broadband study, develop a task force, authorize the City of Corinth to enter into an Agreement with Connected Nation to perform the study and provide the services set forth in Exhibit "A" hereto (the "CN Agreement") and pursuant to this Agreement, each LAKE CITIES MEMBER agrees to provide funding to pay for the services provided by Connected Nation; and

WHEREAS, the broadband study will have four components: initial study, capstone for the survey, GIS for audit and strategic plan, and the LAKE CITIES have agreed that the scope of the CN Agreement will be limited to the items set forth in this Agreement; and

WHEREAS, the respective City Councils of the LAKE CITIES MEMBER has found that this Agreement and the services to be provided pursuant to the CN Agreement are valid

governmental functions, will be paid by current revenues legally available to each LAKE CITIES MEMBER, and that the payments made hereunder fairly compensate for the services provided provided hereunder.

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

1. **Term/Termination.** This Agreement shall be effective upon execution by all of the LAKE CITIES with the effective date being the date of signature of the last LAKE CITIES MEMBER to sign. The term of this Agreement shall be for a period of twelve (12) months following the date of the last signature to this Agreement. Any LAKE CITIES MEMBER may terminate this Agreement upon thirty (30) days written notice to the other parties hereto. A LAKE CITIES MEMBER who exercises its right to terminate pursuant to this section shall its portion of the costs for services provided pursuant to the CN Agreement through the effective date of termination.

2. **Scope of Work/Obligations/CORINTH as Liaison.** By execution of this Agreement, each LAKE CITIES MEMBER hereby requests and authorized CORINTH to enter into a contract with Connected Nation, Incorporated (the “Consultant”) to provide Broadband Technical Services (the “Services”) to the LAKE CITIES in accordance with the terms of the CN Agreement (defined above). The CN Agreement and the Services provided thereunder are set forth in Exhibit “A”, a copy of which is attached hereto and incorporated herein. The LAKE CITIES have agreed to engage the Consultant to provide those Services identified as Project Option 1, “Field Validation, Mapping and Data Analysis”; Option 2, “Demand Survey”; and Option 4, “Strategic Plan”. Additionally, CORINTH has agreed to utilize its resources to provide the Asset Inventory to be utilized by the Consultant. Options 1, 2, 4 and Asset Inventory shall be collectively referred to as “Project Components”).

Each LAKE CITIES MEMBER agrees to participate in the broadband study and to assist Consultant and CORINTH in the performance of the various Project Components. CORINTH also agrees to act as the liaison and point of contact for the Services; prepare, execute, and administer the communication with Consultant and the LAKE CITIES. Any payments owed the vendor for services or goods shall be paid directly by CORINTH from funds currently available to CORINTH, and each LAKE CITIES MEMBER agrees to pay its share in accordance with Section 3, “Consideration” of this Agreement. Additionally, CORINTH agrees to monitor Consultant’s work and compliance with provisions of the CN Agreement.

3. **Consideration.** LAKE DALLAS, SHADY SHORES, and HICKORY CREEK each agree to pay its proportionate share of the costs of the Services provided by Consultant pursuant to the CN Agreement based upon the allocation set forth in the chart provided in this Section. The total cost of the Services shall not exceed _____ (\$##). CORINTH agrees to make payment to Consultant in accordance with the CN Agreement, and each LAKE CITIES MEMBER agrees to make payment to Corinth within thirty (30) days of receipt of invoice from CORINTH. The LAKE CITIES agree that the payments made hereunder by each of the parties for Consultant’s Services and for services provided by CORINTH provide valid and sufficient consideration for the services rendered and payments made hereunder.

	Land Area				Total Allocation	Total Cost
	Population		(miles)			
Corinth	21,260	59%	7.9	44%	51.7%	\$22,500
Lake Dallas	7,260	20%	2.7	15%	17.7%	\$ 7,700
Hickory Creek	4,560	13%	4.5	25%	18.9%	\$ 8,200
Shady Shores	2,670	7%	2.9	16%	11.8%	\$ 5,100
	35750	100%	18.00	100	100%	\$43,500

4. **Authorization.** The undersigned officer and/or agents of the party(ies) hereto represents and certifies that this Agreement has been approved by his/her respective governing body and that each are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of its governing body.

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

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

CORINTH

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

LAKE DALLAS

John Cabrales Jr.
212 Main Street
Lake Dallas, TX 75065
Telephone: (940) 497-2226

HICKORY CREEK

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

SHADY SHORES

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

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

LAKE CITIES MEMBER.

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

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

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

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

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

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

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____ 2020, in duplicate originals.

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

BY:

Bob Hart, City Manager

Date

ATTEST:

Lana Wylie, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

CITY/GOVT ENTITY OF _____, TEXAS

Bill Heidemann, Corinth Mayor

Date

Cindy, Aughinbaugh, Lake Dallas Mayor

Date

Lynn Clark, Hickory Creek Mayor

Date

Michael Barnhart, Lake Dallas Mayor

Date

ATTEST:

Name, City Secretary

Date



Proposal for
Broadband Technical Services

April 15, 2020

Prepared for:
Lake Cities, Texas

Presented by:
Chris Pedersen, Vice President, Development & Planning
202.255.6098
cpedersen@connectednation.org

Connected Nation, Inc.
P.O. Box 3448
Bowling Green, KY 42102
270.781.4320

Executive Summary

Background

Connected Nation (CN) is an organization dedicated to expanding the access, adoption, and use of broadband and broadband-enabled technologies. Since 2001, CN has been providing community broadband planning services to states and municipalities across the country. Though terminologies and focus areas may change over time, the pillars of an effective community broadband assessment process have consistently involved:

- the engagement of local leadership, pre-planning, and identification of expectations;
- public events designed to build awareness and inform and educate local citizens;
- community-wide and sector-specific data collection and benchmarking;
- data analysis and review, including a snapshot of the local broadband ecosystem; and
- drafting, reviewing, finalizing, and publicizing the community's strategic broadband plan.

CN has provided highlights of its extensive experience in state and community broadband planning in the Company Information section of this proposal. It's with the experience and expertise that CN proposes supporting Lake Cities with assessing their broadband issues and opportunities and developing steps to improve the technology landscape for their residents, businesses, and institutions. The proposal is organized to focus on various technical services options for consideration. Each option includes detail of the scope, time, cost, deliverable and an example of similar work, if applicable.

Statement of Need

Technology plays a pivotal role in how businesses operate, the types of services consumers expect, how institutions serve the community, and where consumers choose to live, work, and play. The success of any community has also become dependent on how broadly and deeply the community adopts technology resources, which includes access to reliable high-speed networks, digital literacy of residents, and the use of online resources locally for business, government, and leisure.

Despite the growing dependence on technology, recent discussions with Lake Cities Broadband Committee revealed that the community may not have the level of broadband access as defined and reported by the Federal Communications Commission. The Digital Divide could be much greater not only in terms of access but also with respect to how residents, businesses and institutions are adopting and using online resources in the community. The following proposal provides various service options for the Committee to consider in addressing these gaps. The Lake Cities community, referenced as "community", is comprised of four communities: Corinth, Hickory Creek, Lake Dallas and Shady Shores as defined by boundary data maintained by Denton County. The aggregate area represents 197.7 road miles and 17.8 square miles.

Project Options

1. Field Validation, Mapping and Data Analysis

Scope: CN will build upon its statewide broadband data collection and mapping activity and the input from the Lake Cities Broadband Committee to conduct a targeted broadband access field validation and audit. The broadband field validation and outside plant audit will be performed to test and confirm provider service boundaries, deployed infrastructure assets, broadband speeds, and delivery platforms. CN's Engineering & Technical Services (ETS) staff will utilize a variety of resources for validation support, including provider coverage maps, FCC databases, public feedback on the broadband maps, and voluntary provider data submissions. Based upon initial analysis, CN has identified the following internet service providers as offering services in the community:

- AMG Technology Investment Group (Nextlink)
- CenturyLink, Inc.
- Charter Communications
- Frontier Communications
- Grande Communications
- Skybeam, Inc.
- Southwestern Bell (AT&T)
- Speed of Light

Validation will include wireline and fixed wireless platform types and include the road miles defined in the previous section. CN's validation and verification methodologies have undergone stringent reviews that are based on industry accepted standards to reduce the risk of overstating broadband coverage and to develop products to inform and promote data-driven decisions that will expand broadband access. CN will document findings using these methodologies in a field report and aggregate the validated infrastructure data in an interactive map. In the course of field validation activities, CN will also identify strategic vertical assets that are not included in existing Lake Cities databases that could be leveraged for broadband expansion. Asset attributes will not be collected. Travel is required and will be dependent upon any national or state travel restrictions or guidance being lifted.

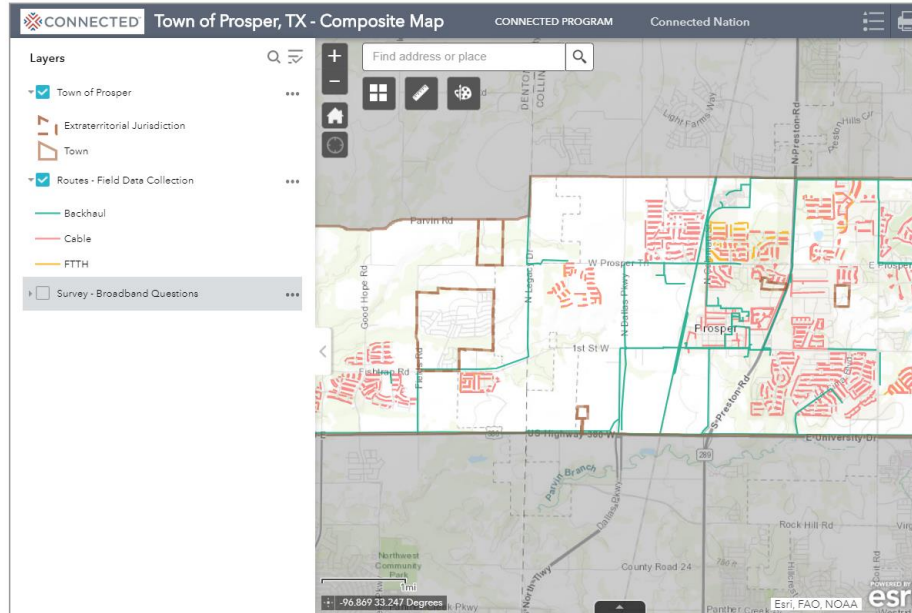
Time: 2 months

Cost: \$25,000 (includes travel cost)

Deliverables:

1. An interactive map of the community with data layers representing the validated broadband infrastructure data.
2. Field audit report and data analysis

Example: <http://connectmycommunity.org/prosper-tx-infrastructure/>



2. Demand Survey

Scope: CN will develop a customized online survey portal, to be made available for Lake Cities' residents, businesses, and institutions. The survey will examine the broadband supply and demand landscape in the community across households, businesses, and community anchor institutions including healthcare, libraries, schools, public safety, and others. The survey data will allow the examination of several metrics related to the community's barriers and opportunities to broadband and technology use in the community. This survey will ultimately help gauge the gaps in access, adoption, and use of broadband and define potential expansion opportunities based on the demand analysis.

CN will calculate sample sizes and breadth of survey distribution required to ensure that the data is useful and sufficient for analysis. Lake Cities leaders and community stakeholders will be responsible for promoting completion of the online survey. No travel is required.

Time: 3 months

Cost: \$9,500

Deliverables:

1. An executive summary of the survey results and corresponding data analysis.
2. An interactive map with survey respondent data to target areas of most significant broadband demand.
3. An interactive data portal with survey results and benchmark data to other communities.

Example: <http://connectmycommunity.org/prosper-tx/>

3. Asset Inventory

Scope: CN will work with Lake Cities stakeholders to identify assets within the community that can be leveraged to accelerate or enhance broadband infrastructure deployment.

Vertical assets will include, but are not limited to, structures such as towers less than 200' which may not be registered in the FCC's ASR database, grain elevators, silos, water towers, or other tall structures that could be leveraged to develop a fixed wireless broadband system. This inventory will seek to identify the asset, asset owner, exact location, and other pertinent information. Upon a first pass collection of this data, CN will employ a process to conduct quality assurance on the data culminating in an on-the-ground review of assets, to ensure the completeness of the data collected and to answer any outstanding questions that might exist after the initial data inventory is conducted. Utility or other poles can also be integrated into the database and map provided that the community provides the geographic data in a shpfile, kmz file or other usable format in addition to the corresponding attribute data.

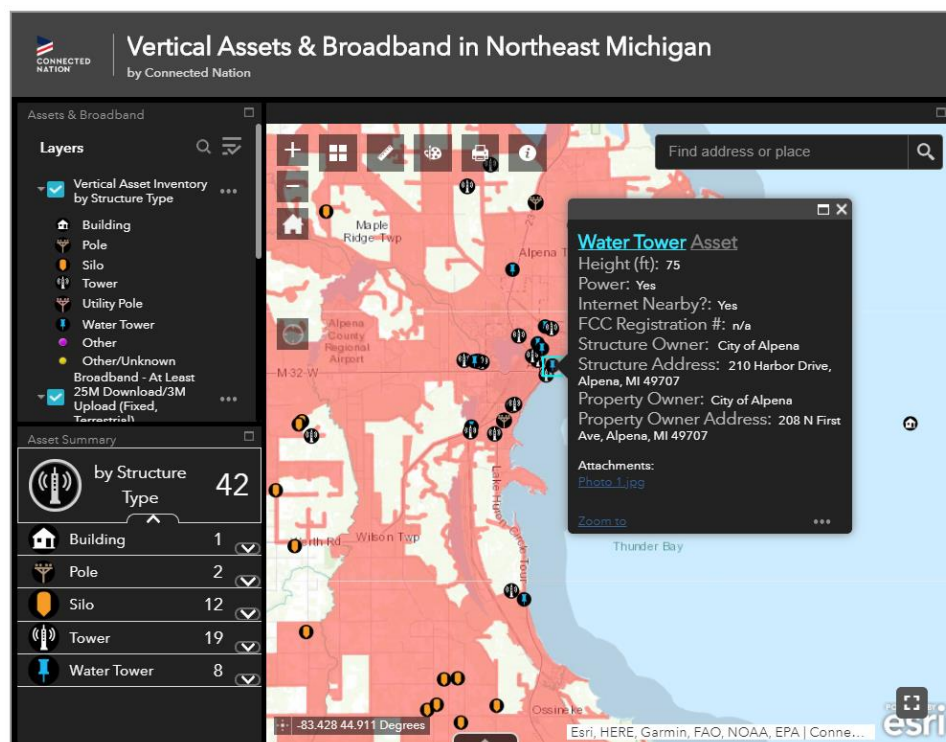
Horizontal assets will include, but are not limited to, dark and lit fiber, long haul and metro fiber, conduit and/or other assets that can be used to support network deployment. The horizontal asset inventory will primarily be developed through desktop research, access to subscription based data, and integration of data provided by the community. Travel is required and will be dependent upon any national or state travel restrictions or guidance being lifted.

Time: 3 months

Cost: \$16,000 (includes travel cost)

Deliverable: An interactive map with the comprehensive asset inventory and the ability to isolate various data layers.

Example: <http://connectmycommunity.org/nemcog-vertical-assets/>



4. Strategic Plan

Scope: If the community selects to pursue and complete the project options described in sections 1 and 2, CN will use the broadband data captured in the infrastructure audit and validation process and demand survey to develop a comprehensive assessment and broadband strategic plan. The plan will include a set of recommended actions that must be edited and prioritized by the Broadband Committee. Once prioritized, CN will develop a comprehensive assessment and plan with an implementation matrix. This body of work will detail next steps for addressing any deficiencies or opportunities for improving the local technology ecosystem. The plan and implementation matrix will serve as a blueprint to coordinating at federal, state, and local levels and leveraging technology to advance economic, social, and educational opportunities for families, businesses, and institutions in the community.

Deliverable: A comprehensive strategic plan document estimated to be 25-40 pages delivered in electronic pdf format.

Time: 2 months after completion of mapping and demand survey.

Cost: \$9,000

5. Mobile Broadband Policy Analysis and Coverage Planning

Scope: CN will examine the federal, state, and local rules that influence the deployment of small cells and 5G infrastructure in the community. Analysis will include reviewing the regulations pertaining to size, shape, and placement of wireless network equipment as well as pertinent fee caps and agreements. CN will work the Broadband Committee and other local stakeholders to identify strategies to accelerate investment and deployment of next-generation technologies by wireless carriers throughout the community. No travel is required.

Time: 2 months

Cost: \$6,000

6. Broadband Planning Support Services

Scope: CN will remotely attend regular Broadband Committee meetings and provide updates on federal, state, and local broadband activities, best practices, or innovations which may be relevant to Lake Cities' strategic goals. CN will also make available subject matter experts in GIS, policy, research, and engineering to follow-up on requests or inquiries in order to keep the Lake Cities Broadband Committee on the leading edge of broadband developments and opportunities. Any requests beyond 10 hours per month will need to be approved and invoiced at an hourly rate of \$200. No travel is required.

Time: Monthly

Cost: \$2,000

Key Personnel

Jennifer Harris – State Program Director, Connected Nation Texas

Ms. Harris is responsible for managing the development and implementation of broadband strategies throughout the state of Texas. She creates and maintains partnerships by engaging with communities, local municipalities, and state and federal government. This includes working to close the Digital Divide in rural parts of the Lone Star State. Ms. Harris also serves on the Governor's Broadband Development Council. Having worked in state government since 2005, Ms. Harris has held a wide range of jobs in the public sector. Her professional experience includes legislative, public policy, communications, and government affairs work with the Texas Legislature, and policy and communications work for the Florida Department of Education. She holds a master's in public service and administration from Texas A&M University and a bachelor's of business administration in marketing from The University of Texas at Austin.

Charles (Chip) Spann - Director, Engineering & Technical Services

Mr. Spann performs engineering oversight of mobile drive testing, site plans, cost models, and radio frequency propagation map analysis. He develops drive testing methodologies used by the Universal Service Administration Company for Federal Communication Commission (FCC) Auctions 901 and 902 funding recipients and also conducts field verification, mobile drive testing, and outside plant audits of Native American tribal lands. He created field validation and wireless design models which were adopted as best practices by the FCC and National Telecommunications and Information Administration (NTIA) during the federally-funded State Broadband Initiative (SBI) grant program from 2010-2014. Mr. Spann, considered by many as a pioneer in the development of 2-way, digital, and high-speed data services during the 1990s, has 32 years of multiple discipline experience in executive leadership roles within the telecommunications industry.

John Determan - Sr. Broadband Field Engineer

Mr. Determan performs mobile drive testing, broadband service verifications, and radio frequency propagation map analysis. He also performs field verification for Federal Communications Commission (FCC) Auctions 901 and 902 funding recipients and conducts mobile drive testing and outside plant audits of Native American tribal lands. Mr. Determan assisted in creating field validation and wireless design models which were adopted as best practices by the FCC and National Telecommunications and Information Administration (NTIA) during the federally funded State Broadband Initiative (SBI) grant program from 2010-2014. Mr. Determan has been involved with the radio frequency communications industry since the late 1980s, deploying communications access across licensed and unlicensed frequencies during his 32 years of technical and engineering roles within the telecommunications industry. Mr. Determan has designed, built, and/or maintained networks from analog to digital across multiple wireless and wired platforms.

Ashley Hitt – Director, GIS Services

Ms. Hitt oversees the day-to-day operations of the Geographic Information Systems (GIS) team. She is responsible for developing strategies using GIS to provide data visualization solutions that impact policy, economic development, and the digital divide. She is a certified

Geographic Information Systems Professional (GISP) and holds a master's in geoscience and bachelor's in geography with meteorology emphasis from Western Kentucky University. Ms. Hitt was voted URISA's Young GIS Professional of the Year in 2011 and received the 2017 URISA Leadership Award.

Brian Dudek – Senior GIS Analyst

Mr. Dudek is responsible for activities promoting broadband access, adoption, and use through a Geographic Information System (GIS) as delegated by the Director of GIS Services. He uses this technology to develop and derive data-driven products to assist in bringing about solutions to help connect the unserved and underserved areas in the digital divide. Mr. Dudek conducts advanced data analyses, develops custom tools, manages geospatial and tabular data, and performs static and dynamic cartography in this effort across the nation. He is a certified Geographic Information Systems Professional (GISP) and holds a master's and bachelor's in geography from the State University of New York.

Eric Frederick - Vice President, Community Affairs

Mr. Frederick is responsible for managing the development and implementation of CN's Connected Community Engagement Program (ConnectedSM), across the United States. He develops and maintains Connected partner relationships in support of Connected Nation's mission. In addition, he provides primary management, oversight, and support for Connect Michigan's state strategy as a context for advancing methodologies relevant to Connected. In this role, he has developed relationships with statewide, national, and international groups that are partnering with Connected Nation to solve problems of connectivity and to bolster the value of internet connections. He also led a nationally recognized team that produced the nation's first certified Connected community. Mr. Frederick holds a master's in urban and regional planning from Michigan State University and a bachelor's in urban planning and GIS from Northern Michigan University.

Chris McGovern, Director of Research Development

Mr. McGovern is responsible for managing the production of Connected Nation research deliverables and the daily operations of the Connected Nation research staff. Mr. McGovern works with internal staff and external stakeholders to develop research and provide critical analysis supportive of the Connected Nation mission. He uses qualitative and quantitative techniques to interpret data, formulate reports, and make substantiated recommendations based on research findings. Mr. McGovern holds a master's in economics from Murray State University and bachelor's in political science from the University of Illinois at Chicago.

Lindsay Conrad – Director, Public Policy

Ms. Conrad is responsible for monitoring and seeking to understand all current and forecasted federal and state broadband public policy legislation and initiatives. She develops recommendations on the strategic direction and development of Connected Nation policy studies and messaging to stakeholders. She supports and guides Connected Nation's broadband planning, research, and policy agendas. Prior to this role, she served as a Community Technology Specialist for Connect South Carolina. Ms. Conrad is a certified Project Manager Professional (PMP) and holds a master's in economics from Vanderbilt University and bachelor's in economics from Maryville College.

Jessica Denson – Director, Communications

Ms. Denson is an Edward R. Murrow and Emmy award-winning journalist who still enjoys the challenge of presenting stories in interesting and thoughtful ways. She has worked in communications for several nonprofits, overseeing a wide range of projects including magazine writing and planning, creating engaging social media platforms, handling website redesign, and mining stories and story development for outreach to donors, the public at large, and media outlets. Ms. Denson handles internal and external communications for multiple state offices and programs within Connected Nation. Her duties include organizing media outreach such as press releases, guest bookings, and interviews. Ms. Denson mines stories and case studies within the organization to support its mission and demonstrate impact. Ms. Denson holds a bachelor's in mass communications from the University of Central Oklahoma.

Company Information

Connected Nation (CN) was originally founded on February 19, 2001, as the Center for Information Technology Enterprise (CITE) in Bowling Green, Kentucky, to promote technology expansion in Kentucky. CITE evolved into ConnectKentucky, a public-private initiative focused on conducting broadband mapping research and grassroots community-level planning statewide. ConnectKentucky led community planning efforts in all 120 Kentucky counties which helped to expand the use of the emerging technologies of the early 2000s. Other states began to seek that same type of guidance, and, to facilitate a multi-state consultancy, Connected Nation was formed in 2007.

CN has nearly 20 years of experience providing strategic consulting and advisory services at the federal, state, and local community levels in order to accelerate and expand broadband access. CN's strategic consulting and advisory services provide a multi-discipline view of the broadband landscape by providing broadband and telecommunications research, policy insights, mapping, engineering, and federal, state, and local strategic planning services.

CN has experience and a process to inform and develop a comprehensive plan with measurable outcomes that is representative of multi-sector stakeholders. Evidence of state-level engagement and comprehensive plan development include the production of the [Nevada State Broadband Action Plan](#) and [Puerto Rico's Gigabit Island Plan](#). A recent example of a community-level engagement and technology action plan is available via the following link for Ward County, Texas: <http://connectmycommunity.org/ward-county/>

CN enjoys a strong policy staff that fully understands the telecommunications industry, drawing on years of experience working with states on broadband issues and having experience in Washington both with the FCC and with our nation's legislators. This experience allows for robust development of policy and programs that can help pave a mutually agreeable path toward greater availability and expansion of broadband services.

CN has facilitated the development of state-level task forces or similar governance committees in 11 states focusing on strategic planning initiatives related to broadband. Examples include, but are not limited to:

- Alaska Broadband Task Force
- Connect Iowa Advisory Committee
- Kentucky Steering Committee
- Michigan Collaborative Broadband Committee

	13 state-based broadband public-private partnerships from Alaska to Puerto Rico under the SBI program impacting 1,150 counties
	Library-focused initiatives in 20 states in partnership with the Bill & Melinda Gates Foundation
	1,500+ unique broadband provider relationships through data collection and processing
	Broadband availability mapping across more than 40% of the U.S. landmass
	Connectivity surveys and mapping for 128,000 Community Anchor Institutions
	60,000+ school children provided laptops and digital skills training
	230+ digital literacy training centers established in partnership with local libraries and community colleges

- Minnesota Governor's Task Force on Broadband
- Nevada Broadband Task Force
- Ohio Technology Association
- Puerto Rico Broadband Task Force
- Connect South Carolina's Broadband Advisory Council
- Connected Tennessee Steering Committee
- Texas Broadband Task Force

Under the U.S. Department of Commerce's State Broadband Initiative grant program administered under the National Telecommunications and Information Administration, Connected Nation became the single most prolific broadband data collection and planning entity in the country. Links to several State Broadband Initiative final grant reports are provided below:

Connect Alaska: <http://www.connectak.org/ak-final-grant-report>
Connect Iowa: <http://www.connectiowa.org/ia-final-grant-report>
Connect Michigan: <http://www.connectmi.org/final-grant-report>
Connect South Carolina: <http://www.connectsc.org/sc-final-grant-report>
Connected Texas: <http://www.connectedtx.org/tx-final-grant-report>
Connected Tennessee: <http://www.connectedtn.org/tn-final-grant-report>



AGENDA MEMORANDUM

DATE: June 8, 2020
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: Lake Cities Fire Department - Consider and act on approving a contract for Fire Protection and Emergency Services with the Lake Cities Fire Department

BACKGROUND/INFORMATION:

Attached is the proposed interlocal agreement with the Lake Cities Fire Department for FY 2021-2025. Per the current contract the Town Council is required to approve this contract prior to July 1, 2020.

This interlocal agreement would cover services from October 1, 2021- September 30, 2026. Much of the proposed increase is due to the opening of Fire Station 3.

FINANCIAL IMPLICATIONS:

The proposed interlocal agreement represents an approximately 41% increase over the previous contract. FY 2021 rate for Fire/EMS Services is \$320,209. The proposed rate for the first year of the new interlocal agreement is \$488,586.

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Proposed Fire Contract 2021
2. FIRE DEPARTMENT CONTRACT 2016-2021

REVIEWED BY:

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CORINTH, TEXAS AND THE TOWN OF SHADY SHORES, TEXAS
FOR FIRE SERVICES**

This Agreement is made on this ____ day of _____, 2020, between the City of Corinth, Texas (hereinafter "Corinth") and the Town of Shady Shores, Texas (hereinafter "Shady Shores"), municipal corporations authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 to enter into joint agreements for the performance of governmental functions and services such as fire protection, emergency medical and fire prevention services.

WHEREAS, Shady Shores desires to enter into a contract with Corinth for the furnishing of fire protection, fire suppression, firefighting and rescue services, emergency medical services, fire prevention services and emergency management services as set forth in **Exhibit "A"** attached hereto and incorporated herein, within Shady Shores for a period commencing on October 01, 2021, and ending at midnight on September 30, 2026;

NOW, THEREFORE, the parties agree as follows:

1. **TERM:** For the period beginning October 1, 2021 and expiring at midnight, September 30, 2026, (the "Term"), Corinth shall furnish fire protection, emergency medical and fire prevention services [all such services set forth in Exhibit "A" hereto and hereinafter referred to as "Fire Services"], utilizing firefighters employed by Corinth and firefighting apparatus and equipment owned by Corinth, all as the Fire Chief of Lake Cities Fire Department may determine in his sole discretion, to Shady Shores within the corporate limits of Shady Shores.

2. **RENEWAL:** Corinth shall provide Shady Shores with cost projections not later than January 30, 2024 to enable the parties to reach an agreement on rates for Fire Services for the renewal term. Not later than Oct 1, 2024, each party shall give notice to the other party of its intention to renew this Agreement for an additional term. A renewal Agreement shall be approved by both parties not later than July 1, 2025.

3. **COMPENSATION:**

A. **Payments.**

1. Option #1: Shady Shores agrees to make Annual Payments to Corinth pursuant to this Section. The following amounts shall be due to Corinth for each year of this Agreement:

October 1, 2021 to September 30, 2022.....	\$488,586
October 1, 2022 to September 30, 2023.....	\$507,258
October 1, 2023 to September 30, 2024.....	\$507,269
October 1, 2024 to September 30, 2025.....	\$540,238
October 1, 2025 to September 30, 2026.....	\$552,597

2. Option #2: Shady Shores agrees to make Annual Payments to Corinth pursuant

to this Section. The Annual Payment for Fire Services will be a five-year fixed payment of \$519,189.

3. Monthly Adjustments: Corinth shall make the following adjustments to the Shady Shores Payments on a monthly basis beginning October 1, 2024:

- a. Wages & Benefits – New Firefighters: The amount budgeted for the three new firefighter positions will be credited to Shady Shores monthly during the period of time the positions remain unfilled. The monthly credit will be equal to \$530 per firefighter or \$1,591 for all three firefighters.

In compliance with the Interlocal Cooperation Act, all payments to be made under this Agreement shall be made from current revenues legally available to the paying party. The parties understand and agree that the payments made hereunder are compensation to Corinth for providing Fire Services and that title to any and all vehicles and equipment leased, purchased, owned or controlled by Corinth utilizing funds paid to Corinth under this Agreement shall vest solely in Corinth, and Shady Shores shall have no legal or equitable interest in assets purchased, leased, owned or controlled by Corinth.

4. **Payments Quarterly or Monthly.** Shady Shores shall make Annual Payment _____ as specified in Section A above; provided however that in the discretion of Shady Shores, Shady Shores may elect to pay such sums to Corinth in equal payments made on either a monthly or quarterly basis. All payments shall be due no later than the fifteen (15th) day of each applicable month or quarter preceding delivery of Fire Services under this Agreement.

C. **Default for Non-Payment.** Should Shady Shores fail to timely make its monthly payment as required by subsection G hereof, then Shady Shores shall be in default under this Agreement and interest shall accrue and become payable to Corinth in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). In such event, Corinth may suspend services until completion of the mediation process described in **Section 10.B.**

4. **PROVISION OF SERVICE:** Corinth shall have the exclusive right to prescribe the manner and method of giving the alarm for fire or other emergency service within **Shady Shores.**

Corinth shall provide advance notification of any major purchases for the Fire Department.

5. **AUTHORITY OF FIRE CHIEF:** The Fire Chief or other officers designated by the Fire Chief shall, immediately upon arriving at the scene of any alarm or emergency, have the exclusive authority to direct the firefighting, rescue, fire prevention activities and

emergency operations.

6. **APPLICABLE FIRE CODE:** All Fire Services provided pursuant to this contract shall be in accordance with the current International Fire Code, together with such amendments and subsequent editions as may be adopted by Shady Shores from time to time and the Standard Operating Procedures of the Corinth Fire Department. Shady Shores agrees that citations and criminal charges for Class C Misdemeanors issued by the Fire Chief for violations and offenses occurring within the territorial limits of Shady Shores shall be filed and prosecuted in the Municipal Court for Shady Shores.
7. **LIABILITY OF PARTIES:**
 - A. To the extent provided by law, all expenses of maintaining equipment, apparatus, salaries, insurance premiums, and any other expenses connected with the Fire Services to be performed by Corinth under this Agreement shall be at Corinth's expense, provided that each party shall be responsible for claims, demands, losses, damages and liabilities associated with the negligence of that party except Shady Shores shall be responsible for any civil liability [including, but not limited to, attorney's fees in defending Corinth] that does not arise from Corinth's negligence and for which Shady Shores would have otherwise been responsible if Shady Shores were furnishing their own Fire Services in the absence of this Agreement (e.g. Shady Shores issues a building permit for a structure designed in violation of the Fire Code and Corinth is sued for damages arising from a fire because of an error of the Shady Shores Building Official).
 - B. If all or part of any civil liability (judgment or settlement) of Shady Shores above is paid by a risk pool or insurance company with which Corinth has contracted for coverage, such risk pool or insurance company shall not be entitled to subrogation against Shady Shores.
 - C. This Section 7 is in accordance with Section 791.006 (a-1), TEX. GOV'T. CODE, as the foregoing assignment of liability is intended to be different than the liability otherwise assigned under subsection (a) of Section 791.006, TEX. GOV'T CODE.
8. **NO WAIVER OF IMMUNITY:** Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Corinth or Shady Shores which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers or employees, as to any claim or cause of action brought by any person or entity. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the parties hereto.

9. **INTERLOCAL COOPERATION ACT:** This Agreement is made and entered into pursuant to the Texas Interlocal Cooperation Act.

10. **REMEDIES FOR DEFAULT:**

A. Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other party shall provide thirty (30) days' written notice to remedy the default, after which notice such party shall promptly cure the default. Should the defaulting party fail to cure the default within the thirty-day period following notice, and after mediation, the parties fail to agree to continue this Agreement, the non-defaulting party may 1) terminate this Agreement or 2) reduce its monthly or quarterly payments, as applicable, in an amount commensurate with the cost of providing the service(s) that gave rise to the default

B. The parties agree that should any notice of default be given for any default (other than a default for nonpayment) and it is not cured to the satisfaction of the non-defaulting party within 30 days, the parties agree to submit to nonbinding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located in Texas. If the parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The parties shall then select a name by coin toss. It is the intent of the parties that mediation be scheduled as soon as practical once the mediator is determined. The cost of the mediator shall be divided evenly by the parties whether or not the mediation results in resolution of the matters in controversy. Payments shall continue to be made until the mediation process is completed.

C. The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.

D. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence to the extent allowed by law.

11. **AMENDMENT/TERMINATION:** This Agreement may only be amended or terminated by mutual written consent of the parties through resolutions approved by the respective councils for Corinth and Shady Shores.

12. **NOTICES:** All notices required or permitted by this Agreement shall be made to the following individuals and addresses:

City of Corinth
% City Manager
3300 Corinth Parkway
Corinth, TX 76208

Town of Shady Shores
% Town Manager
101 S. Shady Shores Rd
Shady Shores, TX 76208

13. **SEVERABILITY:** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
14. **VALIDITY AND ENFORCEABILITY:** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
15. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement and understanding between Corinth and Shady Shores as to the subject matter hereof and merges all prior discussions between them.

IN WITNESS whereof, the parties have executed same on the date set forth above by their respective officers, each of whom represents and attests that he/she has requisite to execute this Agreement on behalf of the appropriate party.

CITY OF CORINTH

TOWN OF SHADY SHORES

MAYOR

MAYOR

ATTEST:

ATTEST:

CITY SECRETARY

CITY SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY ATTORNEY

CITY ATTORNEY

EXHIBIT "A" - FIRE SERVICES

1. *"Fire Services"* under and as used in the Agreement shall mean all of the following:

Fire protection, including firefighting, fire suppression and fire rescue services; emergency medical services including ambulance and paramedic services; fire prevention services, including, but not limited to, to building inspections (pertaining to compliance with fire codes), public education and assistance services, and arson investigations by a licensed arson investigator; emergency management services, such services to include but are not limited to the development, design and implementation of disaster and catastrophe protection and safety plans, emergency evacuation plans, and coordination with other emergency management coordinators, personnel and agencies.

2. *Service Levels, Benchmarks.* Corinth shall provide Fire Services at a minimum level comparable to that which is currently provided so long as the entity leasing Fire House No. 1 to the City of Corinth is not in default under such lease and/or such fire station is fit for human habitation and safe for housing of fire apparatus and equipment. Corinth's provision of Fire Protection Services and no action by Shady Shores shall at any time result in a negative impact to the ISO rating for the Lake Cities (Corinth, Shady Shores, Shady Shores and Shady Shores) and none of the Lake Cities (by reason of similar Interlocal agreements) shall take any action that will have a negative impact on such ISO rating.

3. *Personnel, Equipment, Emergency Calls.* Corinth shall on each day, except when firefighters are involved in training or other scheduled functions, maintain a minimum staffing level of 9 firefighters and 1 captain per shift and at least 1 paramedic on each ambulance. Two fire apparatus and 2 ambulances shall be operational each day for fire services purposes except when such vehicles are being used for training or other scheduled functions. All firefighters shall be certified as such by the Texas Commission on Fire Protection. An expansion or increase in Lake Cities Fire Department, including the addition of facilities, equipment, vehicles, or personnel, shall not affect service levels.

4. *Mutual Aid.* In the provision of Fire Services, Corinth shall enter into such mutual aid agreements with adjacent and nearby firefighting, suppression, EMS and rescue service providers as Corinth may deem necessary and appropriate.

5. *Reporting.* Corinth shall furnish to Shady Shores, reports indicating the number and nature of calls for service, response times, inspections, and other information deemed pertinent to show service levels and other fire protection services activities. Upon request by Shady Shores, Corinth shall make available within a reasonable time such information.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CORINTH, TEXAS AND THE TOWN OF SHADY SHORES, TEXAS
FOR FIRE SERVICES**

This Agreement is made on this 26th day of September, 2016, between the City of Corinth, Texas (hereinafter "Corinth") and the Town of Shady Shores, Texas (hereinafter "Shady Shores"), municipal corporations authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 to enter into joint agreements for the performance of governmental functions and services such as fire protection, emergency medical and fire prevention services.

WHEREAS, Shady Shores desires to enter into a contract with Corinth for the furnishing of fire protection, fire suppression, firefighting and rescue services, emergency medical services, fire prevention services and emergency management services as set forth in Exhibit "A" attached hereto and incorporated herein, within Shady Shores for a period commencing on October 1, 2016, and ending at midnight on September 30, 2021;

NOW, THEREFORE, the parties agree as follows:

1. **TERM:** For the period beginning October 1, 2016 and expiring at midnight, September 30, 2021, (the "Term"), Corinth shall furnish fire protection, emergency medical and fire prevention services [all such services set forth in Exhibit "A" hereto and hereinafter referred to as "Fire Services"], utilizing firefighters employed by Corinth and firefighting apparatus and equipment owned by Corinth, all as the Fire Chief of Lake Cities Fire Department may determine in his sole discretion, to Shady Shores within the corporate limits of Shady Shores.
2. **RENEWAL:** Not later than Oct 1, 2019, each party shall give notice to the other party of its intention to renew this Agreement for an additional term. If both parties give notice of intent to renew, Corinth shall provide Shady Shores with cost projections not later than January 15, 2020 to enable the parties to reach an agreement on rates for Fire Services for the renewal term and to approve a renewal Agreement not later than July 1, 2020.

3. **COMPENSATION:**

A. **Payments.**

- ① Option #1: Shady Shores agrees to make Annual Payments to Corinth pursuant to this Section. The Annual Payment for Fire Services shall increase by one percent (1%) each year during the term of this Agreement. The following amounts reflect the one percent (1%) increase and shall be due to Corinth for each year of this Agreement:

October 1, 2016 to September 30, 2017.....	\$307,072
October 1, 2017 to September 30, 2018.....	\$308,292
October 1, 2018 to September 30, 2019.....	\$313,952
October 1, 2019 to September 30, 2020.....	\$320,209

October 1, 2020 to September 30, 2021.....\$320,796

2. Option #2: Shady Shores agrees to make Annual Payments to Corinth pursuant to this Section. The Annual Payment for Fire Services will be a five year fixed payment of \$314,064.

3. Monthly Adjustments: Corinth shall make the following adjustments to the Shady Shores Payments on a monthly basis:

- a. Wages & Benefits – New Firefighters: The amount budgeted for the three new firefighter positions will be credited to Shady Shores monthly during the period of time the positions remain unfilled. The monthly credit will be equal to \$405 per firefighter or \$1,214 for all three firefighters.

In compliance with the Interlocal Cooperation Act, all payments to be made under this Agreement shall be made from current revenues legally available to the paying party. The parties understand and agree that the payments made hereunder are compensation to Corinth for providing Fire Services and that title to any and all vehicles and equipment leased, purchased, owned or controlled by Corinth utilizing funds paid to Corinth under this Agreement shall vest solely in Corinth, and Shady Shores shall have no legal or equitable interest in assets purchased, leased, owned or controlled by Corinth.

4. **Payments Quarterly or Monthly.** Shady Shores shall make Annual Payment in the amounts specified in Section A above; provided however that in the discretion of Shady Shores, Shady Shores may elect to pay such sums to Corinth in equal payments made on either a monthly or quarterly basis. All payments shall be due no later than the fifteen (15th) day of each applicable month or quarter preceding delivery of Fire Services under this Agreement.

C. **Default for Non-Payment.** Should Shady Shores fail to timely make its monthly payment as required by subsection G hereof, then Shady Shores shall be in default under this Agreement and interest shall accrue and become payable to Corinth in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). In such event, Corinth may suspend services until completion of the mediation process described in Section 10.B.

4. **PROVISION OF SERVICE:** Corinth shall have the exclusive right to prescribe the manner and method of giving the alarm for fire or other emergency service within Shady Shores.

5. **AUTHORITY OF FIRE CHIEF:** The Fire Chief or other officers designated by the Fire Chief shall, immediately upon arriving at the scene of any alarm or emergency, have the exclusive authority to direct the firefighting, rescue, fire prevention activities and emergency operations.

6. **APPLICABLE FIRE CODE:** All Fire Services provided pursuant to this contract shall be in accordance with the current International Fire Code, together with such amendments and subsequent editions as may be adopted by Shady Shores from time to time and the Standard Operating Procedures of the Corinth Fire Department. Shady Shores agrees that citations and criminal charges for Class C Misdemeanors issued by the Fire Chief for violations and offenses occurring within the territorial limits of Shady Shores shall be filed and prosecuted in the Municipal Court for Shady Shores.

7. **LIABILITY OF PARTIES:**

A. To the extent provided by law, all expenses of maintaining equipment, apparatus, salaries, insurance premiums, and any other expenses connected with the Fire Services to be performed by Corinth under this Agreement shall be at Corinth's expense, provided that each party shall be responsible for claims, demands, losses, damages and liabilities associated with the negligence of that party except Shady Shores shall be responsible for any civil liability [including, but not limited to, attorney's fees in defending Corinth] that does not arise from Corinth's negligence and for which Shady Shores would have otherwise been responsible if Shady Shores were furnishing their own Fire Services in the absence of this Agreement (e.g. Shady Shores issues a building permit for a structure designed in violation of the Fire Code and Corinth is sued for damages arising from a fire because of an error of the Shady Shores Building Official).

B. If all or part of any civil liability (judgment or settlement) of Shady Shores above is paid by a risk pool or insurance company with which Corinth has contracted for coverage, such risk pool or insurance company shall not be entitled to subrogation against Shady Shores.

C. This Section 7 is in accordance with Section 791.006 (a-1), TEX. GOV'T. CODE, as the foregoing assignment of liability is intended to be different than the liability otherwise assigned under subsection (a) of Section 791.006, TEX. GOV'T CODE.

8. **NO WAIVER OF IMMUNITY:** Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Corinth or Shady Shores which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers or employees, as to any claim or cause of action brought by any person or entity. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the parties hereto.

9. **INTERLOCAL COOPERATION ACT:** This Agreement is made and entered into

pursuant to the Texas Interlocal Cooperation Act.

10. REMEDIES FOR DEFAULT:

- A.** Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other party shall provide thirty (30) days' written notice to remedy the default, after which notice such party shall promptly cure the default. Should the defaulting party fail to cure the default within the thirty-day period following notice, and after mediation, the parties fail to agree to continue this Agreement, the non-defaulting party may 1) terminate this Agreement or 2) reduce its monthly or quarterly payments, as applicable, in an amount commensurate with the cost of providing the service(s) that gave rise to the default
 - B.** The parties agree that should any notice of default be given for any default (other than a default for nonpayment) and it is not cured to the satisfaction of the non-defaulting party within 30 days, the parties agree to submit to nonbinding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located in Texas. If the parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The parties shall then select a name by coin toss. It is the intent of the parties that mediation be scheduled as soon as practical once the mediator is determined. The cost of the mediator shall be divided evenly by the parties whether or not the mediation results in resolution of the matters in controversy. Payments shall continue to be made until the mediation process is completed.
 - C.** The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.
 - D.** All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence to the extent allowed by law.
- 11. AGREEMENT IS CONTINGENT ON LEASE:** Shady Shores understands that Corinth plans to provide services contracted for under this Agreement in part from the Lake Dallas Fire House and that performance obligations under and the continuation of this Agreement is contingent upon the execution and continuation of the lease between the parties for Corinth's use of the Lake Dallas Fire House.
- 12. AMENDMENT/TERMINATION:** This Agreement may only be amended or terminated by mutual written consent of the parties through resolutions approved by the respective city councils for Corinth and Shady Shores.
- 13. NOTICES:** All notices required or permitted by this Agreement shall be made to the

following individuals and addresses:

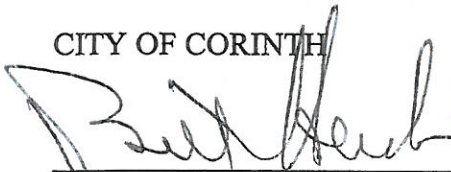
City of Corinth
% City Manager
3300 Corinth Parkway
Corinth, TX 76208

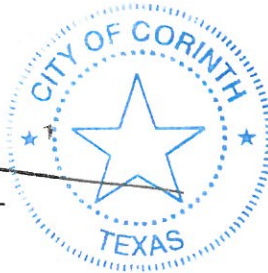
Town of Shady Shores
% Mayor
P.O. Box 362
Shady Shores, TX 75065

14. **SEVERABILITY:** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
15. **VALIDITY AND ENFORCEABILITY:** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
16. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement and understanding between Corinth and Shady Shores as to the subject matter hereof and merges all prior discussions between them.

IN WITNESS whereof, the parties have executed same on the date set forth above by their respective officers, each of whom represents and attests that he/she has requisite to execute this Agreement on behalf of the appropriate party.

CITY OF CORINTH

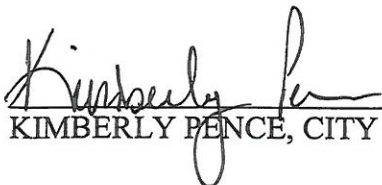

MAYOR



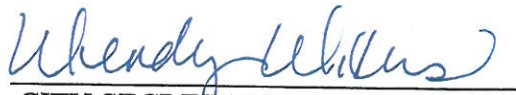
CITY OF SHADY SHORES


MAYOR

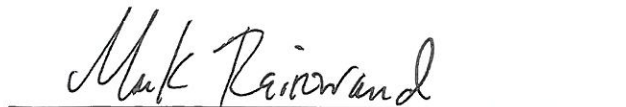
ATTEST:


KIMBERLY PENCE, CITY SECRETARY

ATTEST:


, CITY SECRETARY

APPROVED AS TO FORM:



APPROVED AS TO FORM:



EXHIBIT "A" - FIRE SERVICES

1. *"Fire Services"* under and as used in the Agreement shall mean all of the following:

Fire protection, including firefighting, fire suppression and fire rescue services; emergency medical services including ambulance and paramedic services; fire prevention services, including, but not limited to, to building inspections (pertaining to compliance with fire codes), public education and assistance services, and arson investigations by a licensed arson investigator; emergency management services, such services to include but are not limited to the development, design and implementation of disaster and catastrophe protection and safety plans, emergency evacuation plans, and coordination with other emergency management coordinators, personnel and agencies.

2. *Service Levels, Benchmarks.* Corinth shall provide Fire Services at a minimum level comparable to that which is currently provided so long as the entity leasing Fire House No. 1 to the City of Corinth is not in default under such lease and/or such fire station is fit for human habitation and safe for housing of fire apparatus and equipment. Corinth's provision of Fire Protection Services and no action by Shady Shores shall at any time result in a negative impact to the ISO rating for the Lake Cities (Corinth, Lake Dallas, Shady Shores and Shady Shores) and none of the Lake Cities (by reason of similar Interlocal agreements) shall take any action that will have a negative impact on such ISO rating.

3. *Personnel, Equipment, Emergency Calls.* Corinth shall on each day, except when firefighters are involved in training or other scheduled functions, maintain a minimum staffing level of 9 firefighters and 1 captain per shift and at least 1 paramedic on each ambulance. Two fire apparatus and 2 ambulances shall be operational each day for fire services purposes except when such vehicles are being used for training or other scheduled functions. All firefighters shall be certified as such by the Texas Commission on Fire Protection. An expansion or increase in Lake Cities Fire Department, including the addition of facilities, equipment, vehicles, or personnel, shall not affect service levels.

4. *Mutual Aid.* In the provision of Fire Services, Corinth shall enter into such mutual aid agreements with adjacent and nearby firefighting, suppression, EMS and rescue service providers as Corinth may deem necessary and appropriate.

5. *Reporting.* Corinth shall furnish to Shady Shores, reports indicating the number and nature of calls for service, response times, inspections, and other information deemed pertinent to show service levels and other fire protection services activities. Upon request by Shady Shores, Corinth shall make available within a reasonable time such information.

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AGENDA MEMORANDUM

DATE: June 8, 2020
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: Road Repair Projects- Consider and act on authorizing other road and drainage projects for completion in this budget year.

BACKGROUND/INFORMATION:

The Town has expended funds in the amount of \$700,000 to pay it's portion of the engineering for the S. Shady Shores Road project. Currently, the Town's Engineering firm is completing it's work on the Shahan Drainage Study. In addition this year the Town Council has authorized funds in the amount of \$130,000 for repairs to W. Shady Shores Road in conjunction with the City of Corinth. A agreement is also being negotiated between the Town of Shady Shores and the City of Lake Dallas for completion of a crack seal project.

This leaves approximately \$75,000 for additional road repairs. A copy of the pay as you go chart as well as the Road Repairs and Drainage report prepared by our Town Engineer Richard Arvizu are attached.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Shady Shores Summary - Pay As You Go - 1-9-2019
2. Road and Drainage Improvements 11.2018

REVIEWED BY:

Town of Shady Shores
Road & Drainage Projects "Pay as You Go" Plan
Cost Summary

Year	Project	Total	Additive Total	Grand Total
1	S. Shady Shores Rd. Bridges Project	\$350,000		\$350,000
	Drainage Study - Shahan Addition	\$65,000		\$65,000
	324 Dobbs Road Drainage Improvements	\$43,000		\$43,000
	322 W. Shady Shores Rd Drainage Improvements	\$58,000		\$58,000
	Total	\$516,000		\$516,000
2	S. Shady Shores Rd. Bridges Project	\$350,000		\$350,000
	Shady Lane at 6th Street Drainage Improvements	\$49,440	\$152,440	\$201,880
	Total	\$399,440	\$152,440	\$551,880
3	Shahan Addition Drainage Improvements (includes Road Design)	\$506,450		\$506,450
	Total	\$506,450		\$506,450
4	Shahan Addition Road Improvements	\$320,100		\$320,100
	Shahan Lane Drainage Improvements	\$101,630		\$101,630
	Taylor Lane Drainage Improvements	\$13,120	\$52,460	\$65,580
	Total	\$434,850	\$52,460	\$487,310
5	Oberman Lane Paving & Drainage Improvements	\$455,840		\$455,840
	Lakeshore Rd - N End of FEMA Repair north to Oberman Lane	\$131,480		\$131,480
	Total	\$587,320		\$587,320
6	Oakwood Circle Drainage Improvements	\$162,300		\$162,300
	E. 6th Street Paving Improvements	\$56,810		\$56,810
	Eason Road Paving Improvements	\$249,250		\$249,250
	Total	\$468,360		\$468,360
7	Jay Street & Lara Street Paving & Drainage Improvements	\$526,580		\$526,580
	Total	\$526,580		\$526,580
8	Cogburn Court Pavement Repair	\$196,780		\$196,780
	Meadowlark Culvert Replacement	\$168,500		\$168,500
	Fritz Lane Culvert Replacement (set aside funds)	\$150,000		\$150,000
	Total	\$515,280		\$515,280
9	Fritz Lane Culvert Replacement (set aside funds)	\$500,000		\$500,000
	Total	\$500,000		\$500,000
10	Fritz Lane Culvert Replacement	\$459,060		\$459,060
	Total	\$459,060		\$459,060
	TOTAL	\$4,913,340	\$204,900	\$5,118,240

Notes:

- 1.) Costs include 3% compounded rate for construction costs after year 1
- 2.) Project costs based on recommended option
- 3.) Lakeshore Rd project has been added since November 12, 2018 presentation to Town Council



Road & Drainage Improvements

PRESENTED BY
RICHARD A. ARVIZU, P.E., CFM
TOWN ENGINEER

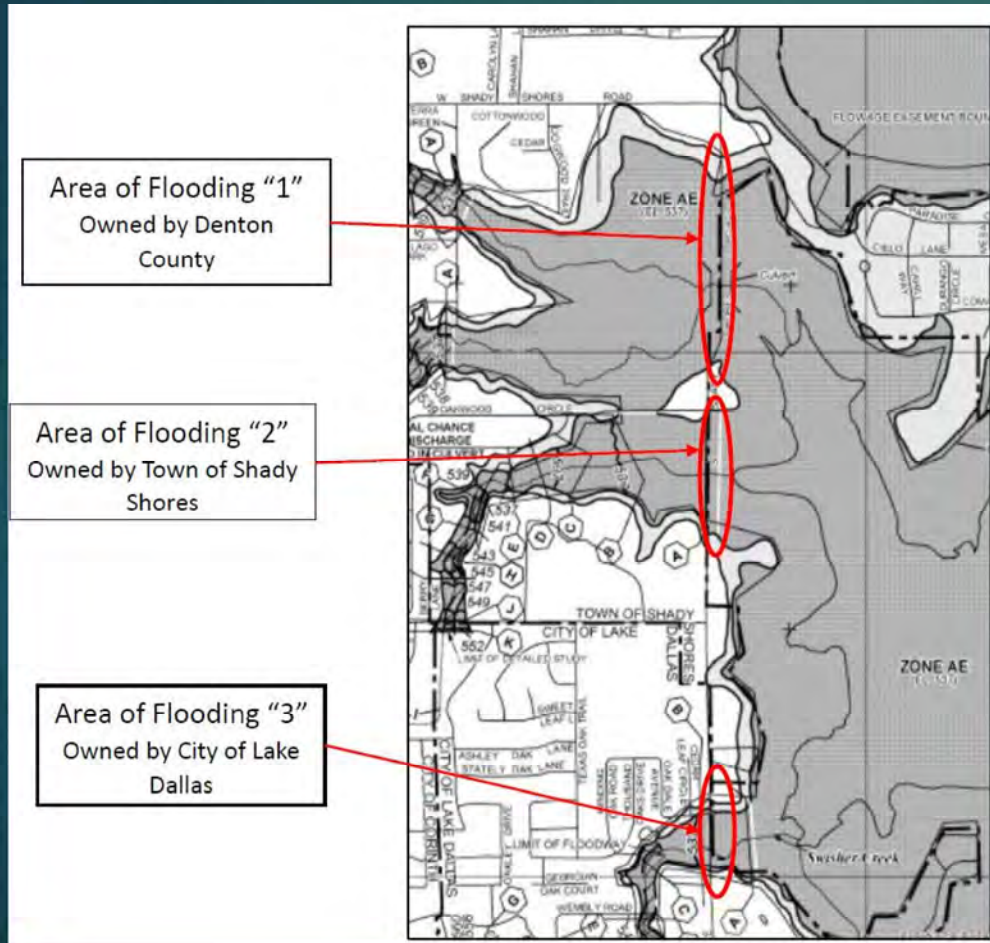
NOVEMBER 12, 2018

List of Potential Projects



- ▶ S. Shady Shores Rd Bridges Project
- ▶ Drainage Study – Shahan Addition
 - ▶ Shahan Addition Road Reconstruction & Drainage Improvements
 - ▶ Oberman Lane Paving & Drainage Improvements
- ▶ Shahan Lane Drainage Improvements
- ▶ 324 Dobbs Road Drainage Improvements
- ▶ 322 W. Shady Shores Rd Drainage Improvements
- ▶ Taylor Lane Drainage Improvements
- ▶ Shady Lane at 6th Street Drainage Improvements
- ▶ Meadowlark Culvert Replacement
- ▶ Cogburn Court Paving & Drainage Improvements
- ▶ Jay Street & Laura Street Paving & Drainage Improvements
- ▶ Oakwood Circle Drainage Improvements – Phase 1
- ▶ E. 6th Street Paving Improvements
- ▶ Eason Road Paving Improvements
- ▶ Fritz Lane Culvert Replacement

S. Shady Shores Road Bridges Project



- ▶ Raise S. Shady Shores Rd at three (3) locations to mitigate frequent road inundation
- ▶ Existing top of road elevation at at low points is about 527'
- ▶ Lake Lewisville 100-year water surface elevation is 537'
- ▶ Road inundated by as much as 10' of water
- ▶ Area "1" – between W. Shady Shores Rd and Oakwood Circle
- ▶ Area "2" - between Oakwood Circle and Dobbs Road
- ▶ Area "3" – between Parkside Lane and Silktree Ct

S. Shady Shores Road Bridges Project – Area “1”



S Shady Shores Rd at LCMUA Lift Station #7 Looking North towards Town Hall



S Shady Shores Rd Looking South Near Town Hall

S. Shady Shores Road Bridges Project – Area “2”



S Shady Shores Rd at Oakwood Circle Looking South



S Shady Shores Rd at Oakwood Circle Looking South

S. Shady Shores Road Bridges Project – Area “3”

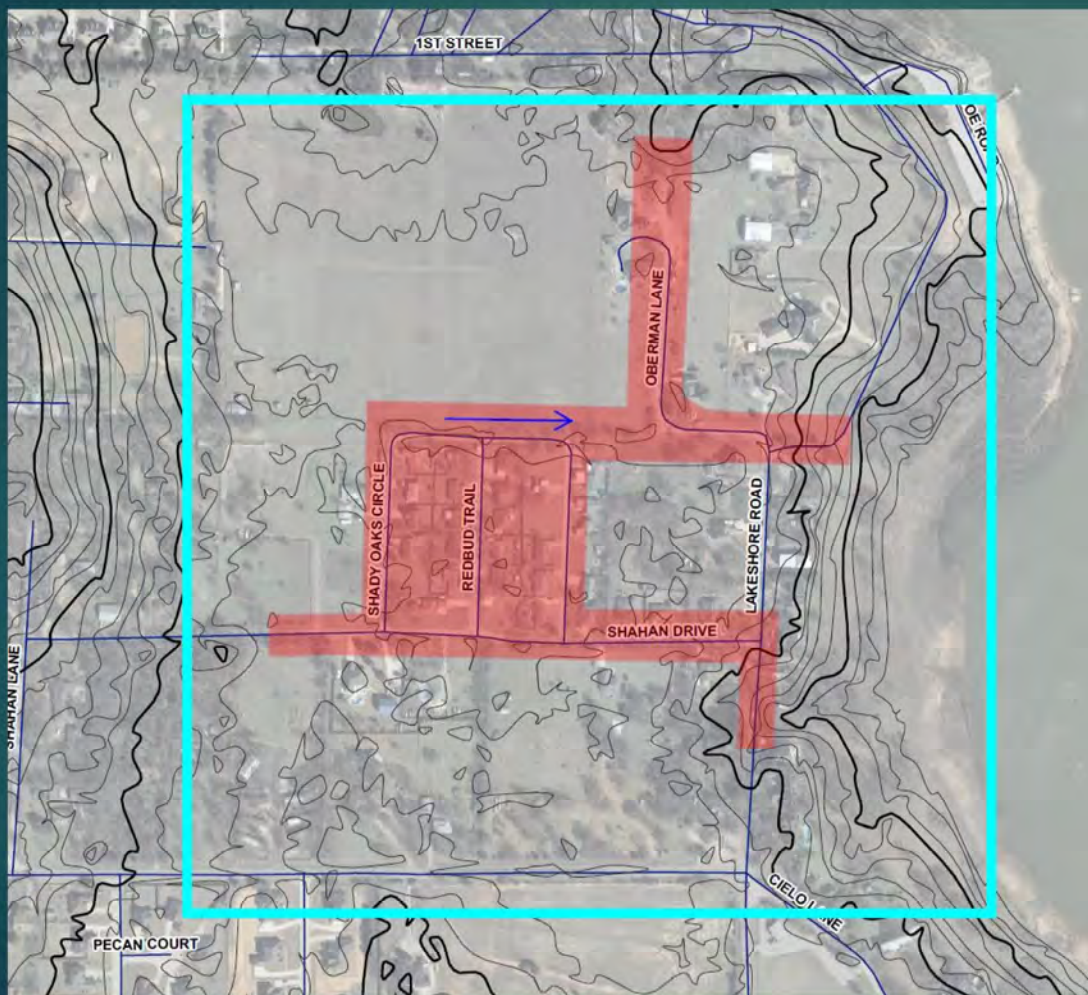


S Shady Shores Rd at Parkside Looking South (Lake Dallas)

S. Shady Shores Road Bridges Project

- ▶ Cost Estimate
 - ▶ Construction \$14 MM
 - ▶ Engineering \$1.4 MM
 - ▶ Water/Sewer Relocations \$2.8 MM
- ▶ Funding
 - ▶ Federal \$10 MM
 - ▶ Denton County \$4 MM
 - ▶ Town of Shady Shores \$700 K
 - ▶ Lake Dallas \$700 K
- ▶ Coordination
 - ▶ Denton County
 - ▶ Lake Dallas
 - ▶ FHWA/TxDOT
 - ▶ USACE
 - ▶ FEMA
 - ▶ LCMUA
 - ▶ Franchise Utility Companies
- ▶ Tentative Schedule
 - ▶ Dec 2018 - Inter Local Agreement
 - ▶ Jan 2019 - Request for Qualifications
 - ▶ Feb 2019 - Start PS&E
 - ▶ July 2020 – Environmental Clearance
 - ▶ Dec 2020 - Construction Procurement
 - ▶ Jan 2021 - Start Construction
 - ▶ Feb 2022 - Construction Complete

Drainage Study – Shahan Addition



- ▶ For use in developing solutions to drain level, low lying areas in and around the Shahan Addition
- ▶ For use in ensuring road and drainage improvements to Oberman Lane accommodate any potential solution

Drainage Study – Shahan Addition



- ▶ Ponding water after storm event at W Shady Oaks Circle
- ▶ Typical W Shady Oaks Circle, E Shady Oaks Circle, Redbud Trail and Shahan Drive

Drainage Study – Shahan Addition



- ▶ Ponding water after storm event at 205 Redbud Trail
- ▶ Water drains only after a certain water level in the ditch is achieved causing yards to flood and water to enter garage during storm events
- ▶ Water in backyard, including from adjacent properties, does not drain to ditch
- ▶ Homes in area appear to be below the road elevation

Estimate of Project Cost

\$65,000



- ▶ Survey area by conventional methods and/or aerial drone LiDAR
- ▶ Site investigation
- ▶ Development of drainage area maps
- ▶ Determine design flow rates
- ▶ Perform hydraulic modeling and/or calculations
- ▶ Recommend improvements

Shahan Addition Road Reconstruction & Drainage Improvements



- ▶ Shady Oaks Circle West, Redbud Trail and Shady Oaks Circle East
- ▶ Reconstruct Asphalt Roadway
- ▶ Drainage improvements – culverts and ditches

Shahan Addition Road Reconstruction & Drainage Improvements



- ▶ Include paving and drainage improvements along east-west portion of Shady Oaks Circle (currently grass and ponded ditch) to eliminate roadway dead end and convey drainage

Shahan Addition Road Reconstruction & Drainage Improvements

Estimate of
Project Cost

\$771,000

Item	Quantity	Unit	Description	Unit Price	Total
Red Bud Trail					
1	1	LS	Mobilization (Max. 5% of Bid)	\$8,000.00	\$8,000.00
2	880	SY	2" HMA Overlay Type D	\$15.00	\$13,200.00
3	880	SY	4" HMA Overlay Type B	\$20.00	\$17,600.00
4	990	SY	6" Cement Stabilization @ 27 lbs/SY w/ 6" Removal	\$20.00	\$19,800.00
5	165	SY	Block Sodding	\$10.00	\$1,650.00
6	1	LS	Erosion Control	\$750.00	\$750.00
7	1	LS	Barricading & Traffic Control	\$750.00	\$750.00
8	1	LS	15% Contingency	\$9,263.00	\$9,263.00
SUBTOTAL					\$71,013.00
Shady Oaks Cir (W)					
1	1	LS	Mobilization (Max. 5% of Bid)	\$8,000.00	\$8,000.00
2	916	SY	2" HMA Overlay Type D	\$15.00	\$13,740.00
3	916	SY	4" HMA Overlay Type B	\$20.00	\$18,320.00
4	1,031	SY	6" Cement Stabilization @ 27 lbs/SY w/ 6" Removal	\$20.00	\$20,620.00
5	172	SY	Block Sodding	\$10.00	\$1,720.00
6	1	LS	Erosion Control	\$750.00	\$750.00
7	1	LS	Barricading & Traffic Control	\$750.00	\$750.00
8	1	LS	15% Contingency	\$9,585.00	\$9,585.00
SUBTOTAL					\$73,485.00
Shady Oaks Cir (E)					
1	1	LS	Mobilization (Max. 5% of Bid)	\$8,000.00	\$8,000.00
2	840	SY	2" HMA Overlay Type D	\$15.00	\$12,600.00
3	840	SY	4" HMA Overlay Type B	\$20.00	\$16,800.00
4	945	SY	6" Cement Stabilization @ 27 lbs/SY w/ 6" Removal	\$20.00	\$18,900.00
5	158	SY	Block Sodding	\$10.00	\$1,580.00
6	1	LS	Erosion Control	\$750.00	\$750.00
7	1	LS	Barricading & Traffic Control	\$750.00	\$750.00
8	1	LS	15% Contingency	\$8,907.00	\$8,907.00
SUBTOTAL					\$68,287.00
TOTAL CONSTRUCTION (BASE BID)					\$212,785.00

Additive Alternate A (Pave East/West Portion of Shady Oaks Circle)					
A-1	1	LS	Mobilization (Max. 5% of Bid)	\$8,000.00	\$8,000.00
A-2	889	SY	2" HMA Overlay Type D	\$15.00	\$13,335.00
A-3	889	SY	4" HMA Overlay Type B	\$20.00	\$17,780.00
A-4	1,001	SY	6" Cement Stabilization @ 27 lbs/SY w/ 6" Removal	\$20.00	\$20,020.00
A-5	167	SY	Block Sodding	\$10.00	\$1,670.00
A-6	1	LS	Erosion Control	\$1,000.00	\$1,000.00
A-7	1	LS	Barricading & Traffic Control	\$500.00	\$500.00
A-8	1	LS	15% Contingency	\$9,346.00	\$9,346.00
TOTAL ADDITIVE ALTERNATE A					\$71,651.00
Additive Alternate B (Drainage)					
B-1	38	EA	Remove & Replace Residential Concrete Driveway & Culvert	\$5,000.00	\$190,000.00
B-2	1,000	LF	Grade Ditch	\$15.00	\$15,000.00
B-3	2,900	LF	Re-Grade Ditch	\$15.00	\$43,500.00
B-4	225	CY	Fill Existing Ditch	\$25.00	\$5,625.00
B-5	1	LS	Clear Underbrush/Trees	\$5,000.00	\$5,000.00
B-6	4,475	SY	Block Sodding	\$10.00	\$44,750.00
B-7	210	LF	24" RCP (Roadway Culvert)	\$150.00	\$31,500.00
B-8	14	EA	Headwall	\$2,500.00	\$35,000.00
B-9	1,500	SF	Drainage Easement/ROW Acquisition	\$10.00	\$15,000.00
TOTAL ADDITIVE ALTERNATE B					\$385,375.00
TOTAL CONSTRUCTION (BASE BID + ADD ALT A + ADD ALT B)					\$669,811.00
Construction Management					
	1	LS	Construction Management Services	\$11,000.00	\$11,000.00
SUBTOTAL					\$11,000.00
Project Management					
	1	LS	Project Management Services	\$5,000.00	\$5,000.00
SUBTOTAL					\$5,000.00
Special Services					
	1	LS	Surveying	\$8,000.00	\$8,000.00
	1	LS	Easement Documents	\$5,000.00	\$5,000.00
	1	LS	Geotechnical Investigation/Recommendation	\$5,000.00	\$5,000.00
SUBTOTAL					\$18,000.00
Engineering					
	1	LS	Engineering	\$65,000.00	\$65,000.00
	1	LS	Prints, Plots & Delivery	\$1,500.00	\$1,500.00
SUBTOTAL					\$66,500.00
TOTAL (Construction, Management, Testing & Engineering)					\$770,311.00

Note: Does not included improvements to private property (rear yards, side swales, etc.)

Oberman Lane Paving & Drainage Improvements



- ▶ Drainage reported to not effectively flow along roadway ditches
- ▶ Regrade ditches and replace driveway culverts
- ▶ Reconstruction of asphalt roadway is recommended
- ▶ Improving cul-de-sac portion with Portland cement concrete paving is recommended

Oberman Lane Paving & Drainage Improvements

Estimate of
Project Cost

\$405,000

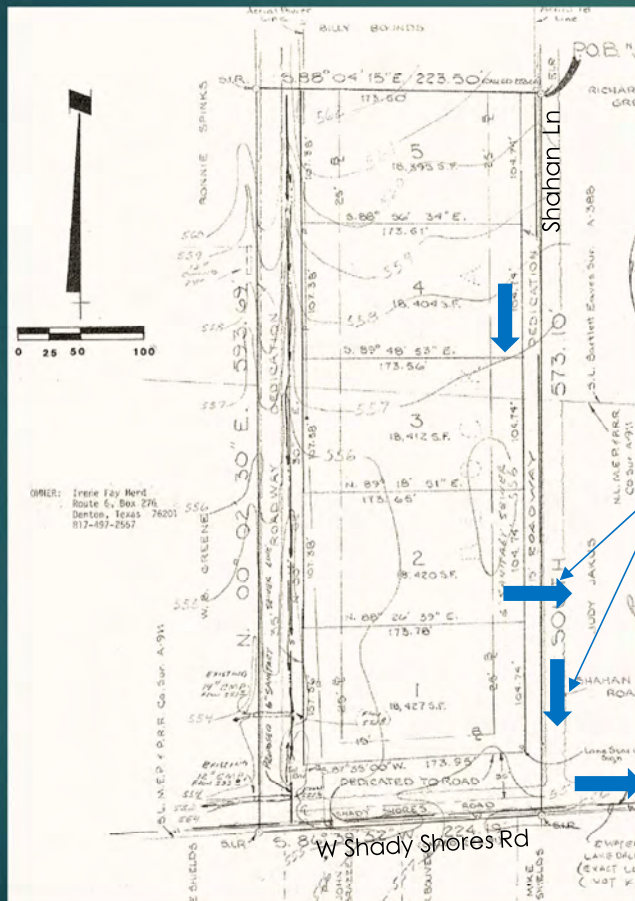
Item	Quantity	Unit	Description	Unit Price	Total
Base Bid (Oberman Lane-Approx. 970 LF w/ Cul-de-sac)					
1	1	LS	Mobilization (Max. 5% of Bid)	\$10,000.00	\$10,000.00
2	2,900	SY	2" HMAC Overlay Type D	\$15.00	\$43,500.00
3	2,900	SY	4" HMAC Overlay Type B	\$20.00	\$58,000.00
4	3,123	SY	6" Cement Stabilization @ 27 lbs/SY w/ 6" Removal	\$20.00	\$62,460.00
5	1	EA	Adjust Water Valve to Grade	\$500.00	\$500.00
6	1	EA	Adjust Manhole to Grade	\$2,500.00	\$2,500.00
7	2,223	SY	Block Sodding	\$10.00	\$22,230.00
8	1	LS	Erosion Control	\$2,500.00	\$2,500.00
9	1	AL	Irrigation Repair Allowance	\$3,000.00	\$3,000.00
10	1	LS	Barricading & Traffic Control	\$1,500.00	\$1,500.00
11	1	LS	15% Contingency	\$30,929.00	\$30,929.00
TOTAL BASE BID					\$237,119.00
Additive Alternate A (Driveway Culverts and Ditch Grading, as Necessary)					
A-1	11	EA	Remove & Replace Residential Concrete Driveway & Culvert	\$5,000.00	\$55,000.00
A-4	2,000	LF	Grade Ditch	\$15.00	\$30,000.00
A-5	1,978	SY	Block Sodding	\$10.00	\$19,780.00
TOTAL ADDITIVE ALTERNATE A					\$104,780.00
Additive Alternate B (Cul-de-sac Area in Concrete rather than Asphalt)					
B-1	1	LS	Additional Cost for 6" Concrete Cul-de-sac	\$15,000.00	\$15,000.00
TOTAL ADDITIVE ALTERNATE B					\$15,000.00
Construction Management					
	1	LS	Construction Management Services	\$6,500.00	\$6,500.00
SUBTOTAL					\$6,500.00
Project Management					
	1	LS	Project Management Services	\$6,500.00	\$6,500.00
SUBTOTAL					\$6,500.00
Special Services					
	1	LS	Surveying	\$6,000.00	\$6,000.00
	1	LS	Geotechnical Investigation/Recommendation	\$3,500.00	\$3,500.00
SUBTOTAL					\$9,500.00
Engineering					
	1	LS	Engineering	\$25,000.00	\$25,000.00
	1	LS	Prints, Plots & Delivery	\$500.00	\$500.00
SUBTOTAL					\$25,500.00
TOTAL (Construction, Management, Testing & Engineering)					\$404,899.00

Shahan Lane Drainage Improvements



- ▶ Backyards inundated with storm water during storm events
- ▶ Backyards appear to be 1 to 2 inches below fence line and top of ditch elevation
- ▶ Crushed pipe outlet at culvert crossing Shahan Lane

Shahan Lane Drainage Improvements



15" CMP Culvert

- ▶ Survey and analyze area
- ▶ Ditches (Shahan Ln and W Shady Shores Rd) may need to be re-graded and improved
- ▶ Culverts may need to be replaced and upsized
- ▶ Fences may need to be removed and replaced

Shahan Lane Drainage Improvements

Estimate of
Project Cost

\$93,000

Item	Unit	Quantity	Unit Price	Total
Construction				
Trimming Trees	LS	1	\$4,000.00	\$4,000.00
Remove Existing Driveway Culvert (1 Estimated)	LF	16	\$10.00	\$160.00
Remove Existing Roadway Culvert (1 Estimated)	LF	24	\$10.00	\$240.00
Remove & Replace Roadway Pavement	SY	12	\$75.00	\$900.00
Remove & Replace Concrete Driveway (incl. curb & headwall)	SY	30	\$100.00	\$3,000.00
Install 18" CMP Driveway Culvert (1 Estimated)	LF	20	\$100.00	\$2,000.00
Install 24" CMP Driveway Culvert (1 Estimated)	LF	20	\$125.00	\$2,500.00
Install 24" CMP Roadway Culvert (1 Estimated)	LF	24	\$125.00	\$3,000.00
Concrete Headwalls (4 Estimated)	EA	4	\$200.00	\$800.00
Block Sodding	SY	973	\$10.00	\$9,730.00
Remove & Replace Ex. Fence (Wood)	LF	320	\$35.00	\$11,200.00
Remove & Replace Ex. Fence (Chain Link)	LF	205	\$25.00	\$5,125.00
Re-Grade Ditches	LF	875	\$15.00	\$13,125.00
Erosion Control	LS	1	\$750.00	\$750.00
Barricading & Traffic Control	LS	1	\$1,000.00	\$1,000.00
15% Construction Contingency	LS	1	\$9,154.00	\$9,154.00
Mobilization	LS	1	\$3,500.00	\$3,500.00
SUBTOTAL				\$70,184.00
Construction Management				
Construction Management Services	LS	1	\$1,850.00	\$1,850.00
SUBTOTAL				\$1,850.00
Project Management				
Project Management Services	LS	1	\$1,850.00	\$1,850.00
SUBTOTAL				\$1,850.00
Special Services				
Surveying	LS	1	\$6,500.00	\$6,500.00
Construction Staking	LS	1	\$1,500.00	\$1,500.00
SUBTOTAL				\$8,000.00
Engineering				
Engineering	LS	1	\$10,000.00	\$10,000.00
Preliminary Estimates	LS	1	\$500.00	\$500.00
Prints, Plots & Delivery	LS	1	\$300.00	\$300.00
SUBTOTAL				\$10,800.00
TOTAL (Construction, Management, Surveying and Engineering)				\$92,684.00
Notes:				
1.) Agreements with property owners to grade into yards and remove & replace fences may be required.				

324 Dobbs Road Drainage Improvements



- ▶ Grate inlet along Dobbs Road drainage ditch
- ▶ Rain events tend to clog inlet with leaves, mud and debris
- ▶ Ditch water backs up and overtops sidewalk (route to school)

324 Dobbs Road Drainage Improvements



- Undermining of sidewalk

324 Dobbs Road Drainage Improvements



- ▶ West bank of channel has eroded to within close proximity of 324 Dobbs Rd fence line
- ▶ Backyard encroaches into 100-Year FEMA Floodplain

Estimate of Project Cost

\$43,000

Item	Quantity	Unit	Description	Unit Price	Total
324 Dobbs Road Drainage Improvements					
1	1	LS	Mobilization	\$1,500.00	\$1,500.00
2	70	LF	Regrade Existing Ditch	\$15.00	\$1,050.00
3	2	EA	Clean Existing Culvert	\$500.00	\$1,000.00
4	1	EA	Remove Existing Grate Inlet	\$500.00	\$500.00
5	1	LS	Flowable Fill	\$3,000.00	\$3,000.00
6	1	EA	Drop Inlet or Safety End Treatment (incl connect. to ex. pipe)	\$7,500.00	\$7,500.00
7	112	SY	Block Sodding	\$10.00	\$1,120.00
8	36	CY	Stone Riprap (Common) (18") (Dry) (For Channel)	\$200.00	\$7,200.00
9	1	LS	Barricading & Traffic Control	\$1,500.00	\$1,500.00
10	1	LS	15% Contingency	\$3,656.00	\$3,656.00
TOTAL (CONSTRUCTION)					\$28,026.00
Construction Management					
	1	LS	Construction Management Services	\$1,500.00	\$1,500.00
SUBTOTAL					\$1,500.00
Project Management					
	1	LS	Project Management Services	\$1,000.00	\$1,000.00
SUBTOTAL					\$1,000.00
Special Services					
	1	LS	Surveying	\$4,000.00	\$5,000.00
SUBTOTAL					\$5,000.00
Engineering					
	1	LS	Engineering	\$6,500.00	\$7,000.00
	1	LS	Prints, Plots & Delivery	\$250.00	\$250.00
SUBTOTAL					\$7,250.00
TOTAL (Construction, Management, Testing & Engineering)					\$42,776.00
1.) Assumes no coordination with FEMA 2.) Floodplain Development Permit May Be Required (Town)					

322 W. Shady Shores Rd Drainage Improvements



- ▶ 24" driveway culvert is undersized
- ▶ Stormwater reported to overtop driveway (not road) in large storm events
- ▶ Roadway ditch immediately downstream of culvert experiences erosion/wash out due to high velocities

Estimate of Project Cost

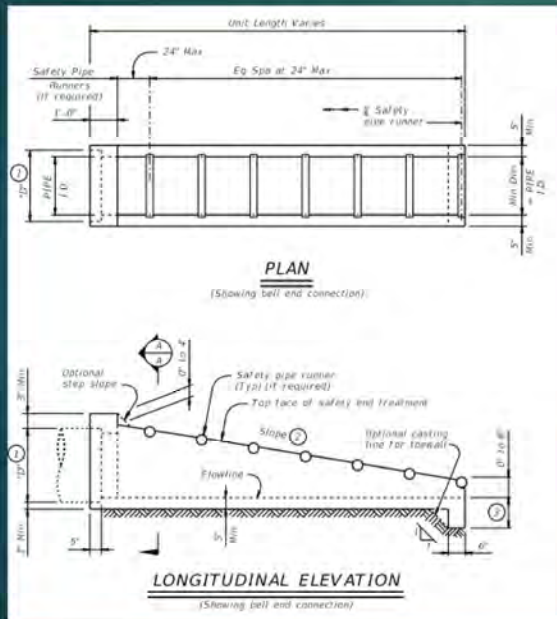
Alt 1
\$14,000
Erosion
Protection



Item	Unit	Quantity	Unit Price	Total
322 W. Shady Shores Rd Drainage Improvements - Alt 1 - (Erosion Protection)				
Concrete Flume (25' long, 4' bottom, 2:1 side slopes, 6" thick with large rock) or Tied Concrete Block Mat (Flexamat or Approved Other)	SY	50	\$100.00	\$5,000.00
Remove & Replace Stacked Masonry Wall/Pad	LS	1	\$500.00	\$500.00
Re-Grade Ditch	LF	50	\$15.00	\$750.00
Block Sodding	SY	34	\$10.00	\$340.00
15% Construction Contingency	LS	1	\$1,101.00	\$1,101.00
Mobilization (Max. 5% of Bid)	LS	1	\$750.00	\$750.00
SUBTOTAL				\$8,441.00
Construction Management				
Construction Management Services	LS	1	\$500.00	\$500.00
SUBTOTAL				\$500.00
Project Management				
Project Management Services	LS	1	\$500.00	\$500.00
SUBTOTAL				\$500.00
Special Services				
Construction Staking	LS	1	\$1,500.00	\$1,500.00
SUBTOTAL				\$1,500.00
Engineering				
Engineering	LS	1	\$2,500.00	\$2,500.00
Preliminary Estimates	LS	1	\$500.00	\$500.00
Prints, Plots & Delivery	LS	1	\$100.00	\$100.00
SUBTOTAL				\$3,100.00
TOTAL (Construction, Management, Surveying and Engineering)				\$14,041.00

Estimate of Project Cost

Alt 2
\$58,000
Culvert
Improvements



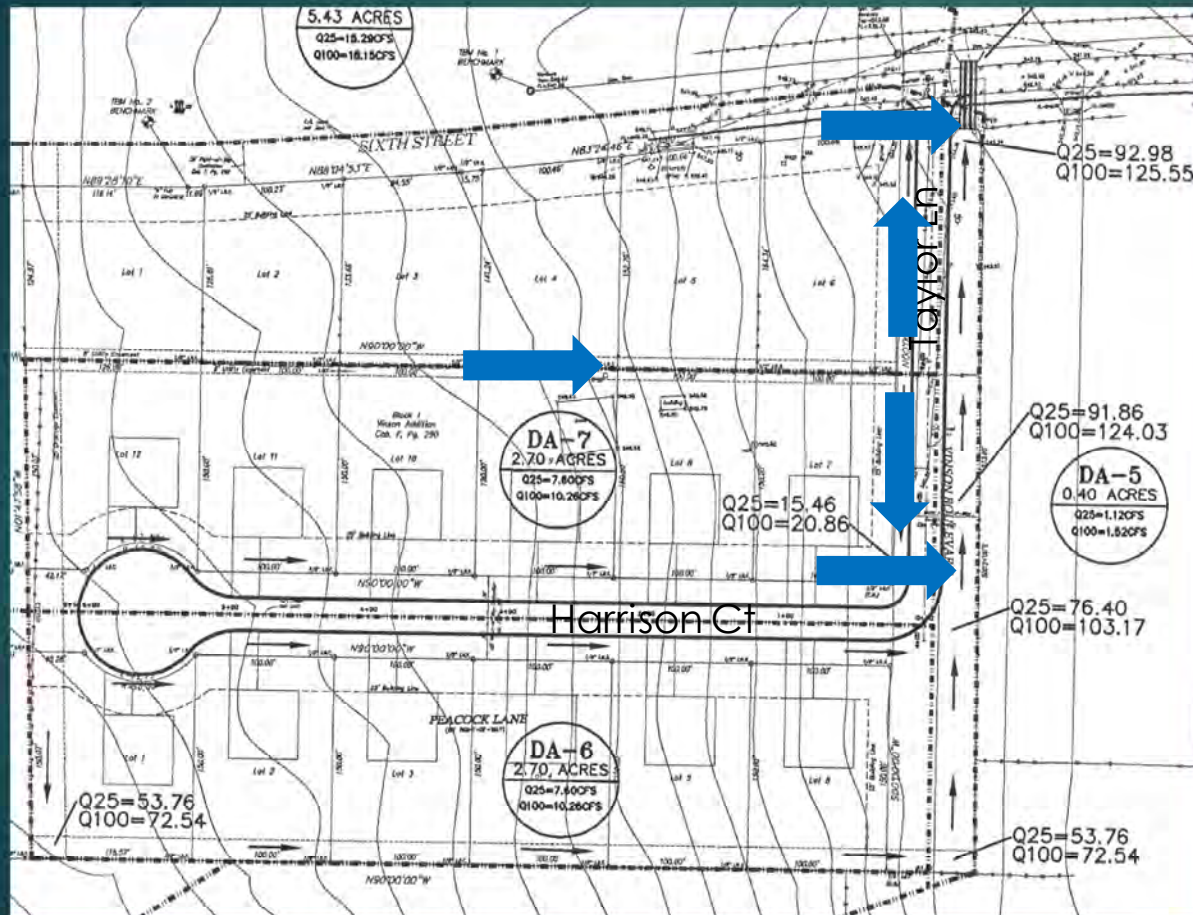
Item	Unit	Quantity	Unit Price	Total
322 W. Shady Shores Rd Drainage Improvements - Alt 2				
Concrete Flume or Tied Concrete Block Mat	SY	120	\$100.00	\$12,000.00
Remove & Replace Ex. Conc. Driveway	SY	45	100	\$4,500.00
Remove & Replace Stacked Masonry Wall/Pad	LS	1	\$500.00	\$500.00
Remove Ex. 24" RCP Driveway Culvert	LF	20	\$25.00	\$500.00
Re-Grade Ditch	LF	100	\$15.00	\$1,500.00
Install 24" RCP Driveway Culvert (3 parallel culverts)	LF	66	\$150.00	\$9,900.00
Precast Safety End Treatment - Parallel - Ty II	EA	6	\$1,500.00	\$9,000.00
Block Sodding	SY	67	\$10.00	\$670.00
15% Construction Contingency	LS	1	\$6,123.00	\$6,123.00
Mobilization (Max. 5% of Bid)	LS	1	\$2,250.00	\$2,250.00
SUBTOTAL				\$46,943.00
Construction Management				
Construction Management Services	LS	1	\$750.00	\$750.00
SUBTOTAL				\$750.00
Project Management				
Project Management Services	LS	1	\$750.00	\$750.00
SUBTOTAL				\$750.00
Special Services				
Surveying	LS	1	\$2,500.00	\$2,500.00
SUBTOTAL				\$2,500.00
Engineering				
Engineering	LS	1	\$6,250.00	\$6,250.00
Preliminary Estimates	LS	1	\$500.00	\$500.00
Prints, Plots & Delivery	LS	1	\$100.00	\$100.00
SUBTOTAL				\$6,850.00
TOTAL (Construction, Management, Surveying and Engineering)				\$57,793.00

Taylor Lane Drainage Improvements



- ▶ Drainage issue along ditch on west side of Taylor Lane
- ▶ Drainage from offsite and properties in the Vinson Addition flows across the yards between 6th Street and Harrison Ct and into the ditch
- ▶ Recommend re-grading of ditch and trimming of trees
- ▶ Additive Alternate - Recommend analysis of drainage in area and potential upgrading of existing 21" culverts across Taylor Lane

Taylor Lane Drainage Improvements



- ▶ Per record drawings drainage in west Taylor Lane ditch is intended to flow north to the 21" cross culvert under Taylor Lane at 6th Street **and** south to the 21" cross culvert under Taylor Lane at Harrison Ct

Taylor Lane Drainage Ditch Improvements

Estimate of
Project Cost

Re-Grade
\$12,000

Add Alt
\$48,000

Item	Quantity	Unit	Description	Unit Price	Total
Taylor Lane Ditch Improvements					
1	1	LS	Trim Trees	\$1,500.00	\$1,500.00
2	300	LF	Re-Grade Ditch	\$15.00	\$4,500.00
3	1	LS	15% Contingency	\$900.00	\$900.00
TOTAL					\$6,900.00
Construction Management					
	1	LS	Construction Management Services	\$750.00	\$750.00
SUBTOTAL					\$750.00
Project Management					
	1	LS	Project Management Services	\$750.00	\$750.00
SUBTOTAL					\$750.00
Special Services					
	1	LS	Surveying	\$2,000.00	\$2,000.00
SUBTOTAL					\$2,000.00
Engineering					
	1	LS	Engineering	\$1,500.00	\$1,500.00
	1	LS	Prints, Plots & Delivery	\$100.00	\$100.00
SUBTOTAL					\$1,600.00
TOTAL (Construction, Management, Surveying & Engineering)					\$12,000.00

Item	Quantity	Unit	Description	Unit Price	Total
Taylor Lane Ditch Improvements - Additive Alternate					
A-1	1	LS	Mobilization (Max. 5% of Bid)	\$1,500.00	\$1,500.00
A-2	60	LF	Remove 21" RCP (2 locations)	\$25.00	\$1,500.00
A-3	60	LF	Install 24" RCP (2 locations)	\$150.00	\$9,000.00
A-4	3	EA	Headwall	\$2,000.00	\$6,000.00
A-5	1	EA	Connect to Ex. 36" Culvert	\$1,500.00	\$1,500.00
A-6	43	SY	Remove & Replace Asphalt Pavement	\$125.00	\$5,375.00
A-7	1	EA	Remove & Replace Conc. Driveway & Culvert	\$5,000.00	\$5,000.00
A-8	1	LS	15% Contingency	\$3,731.00	\$3,731.00
TOTAL					\$33,606.00
Construction Management					
	1	LS	Construction Management Services	\$1,000.00	\$1,000.00
SUBTOTAL					\$1,000.00
Project Management					
	1	LS	Project Management Services	\$1,000.00	\$1,000.00
SUBTOTAL					\$1,000.00
Special Services					
	1	LS	Surveying	\$4,000.00	\$4,000.00
SUBTOTAL					\$4,000.00
Engineering					
	1	LS	Engineering	\$8,000.00	\$8,000.00
	1	LS	Prints, Plots & Delivery	\$150.00	\$150.00
SUBTOTAL					\$8,150.00
TOTAL (Construction, Management, Surveying & Engineering)					\$47,756.00

Shady Lane at 6th Street Drainage Improvements



- ▶ Existing 12" CMP culvert crossing under Shady Lane at W 6th St is damaged and is not carrying flow
- ▶ Culvert ends appear to be crossed and crushed by vehicles turning to/from Shady Lane
- ▶ Another 12" CMP culvert is buried parallel to and immediately south of newer culvert
- ▶ Upstream ditch along W. 6th St is silted in

Shady Lane at 6th Street Drainage Improvements



Upstream
(south) side



Downstream
(north) side

- ▶ Existing 72" (estimated) steel pipe culvert crossing under W. 6th St. west (downstream) of Shady Lane culvert
- ▶ Culvert is crushed and silted in
- ▶ Within FEMA 100-Year Floodplain

Shady Lane at 6th Street Drainage Improvements

Estimate of
Project Cost

Base
\$48,000

Add Alt
\$148,000

Item	Quantity	Unit	Description	Unit Price	Total
Shady Lane Drainage Improvements					
1	1	LS	Mobilization	\$1,500.00	\$1,500.00
2	200	LF	Re-Grade Ditch	\$15.00	\$3,000.00
3	30	LF	Remove Ex. 12" CMP	\$25.00	\$750.00
4	1	EA	Remove & Reset Ex. Sign	\$500.00	\$500.00
5	2	EA	Remove Ex. Tree	\$1,000.00	\$2,000.00
6	76	LF	Install 18" RCP	\$125.00	\$9,500.00
7	6	EA	Install Headwalls	\$2,000.00	\$12,000.00
8	100	SY	Flexible Base (6") (for drwy & street paving)	\$15.00	\$1,500.00
9	178	SY	Block Sodding	\$10.00	\$1,780.00
10	1	LS	15% Contingency	\$4,880.00	\$4,880.00
TOTAL					\$37,410.00
Construction Management					
	1	LS	Construction Management Services	\$800.00	\$800.00
SUBTOTAL					\$800.00
Project Management					
	1	LS	Project Management Services	\$800.00	\$800.00
SUBTOTAL					\$800.00
Special Services					
	1	LS	Surveying	\$3,000.00	\$3,000.00
SUBTOTAL					\$3,000.00
Engineering					
	1	LS	Engineering	\$5,000.00	\$5,000.00
	1	LS	Prints, Plots & Delivery	\$100.00	\$100.00
SUBTOTAL					\$5,100.00
TOTAL (Construction, Management, Surveying & Engineering)					\$47,110.00

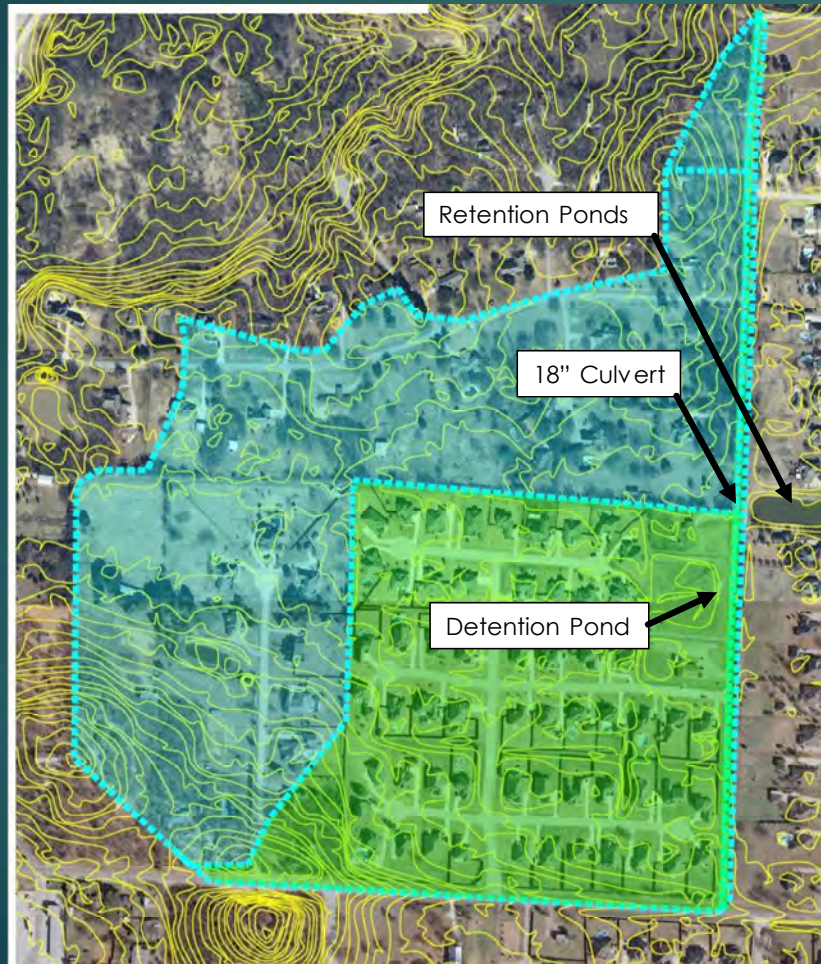
Item	Quantity	Unit	Description	Unit Price	Total
Shady Lane Drainage Improvements - Additive Alternate 1					
1	1	LS	Mobilization	\$4,500.00	\$4,500.00
2	100	LF	Re-Grade Ditch	\$15.00	\$1,500.00
3	35	LF	Remove Ex. 72" CMP	\$35.00	\$1,225.00
4	35	EA	Install 7" x 4' Conc. Box Culvert	\$400.00	\$14,000.00
5	2	EA	Install Wingwalls	\$10,000.00	\$20,000.00
6	139	LF	Remove & Replace Asphalt Paving	\$100.00	\$13,900.00
7	50	LF	Metal Beam Guard Fence	\$50.00	\$2,500.00
8	4	EA	Guard Rail End Treatment	\$2,500.00	\$10,000.00
9	112	SY	Flex Base for Shoulders (10")	\$30.00	\$3,360.00
10	1	LS	Traffic Control	\$3,000.00	\$3,000.00
11	1	LS	Erosion Control	\$3,000.00	\$3,000.00
12	25	SY	Concrete Rip Rap	\$100.00	\$2,500.00
13	1	LS	15% Contingency	\$11,923.00	\$11,923.00
TOTAL					\$91,408.00
Construction Management					
	1	LS	Construction Management Services	\$2,200.00	\$2,200.00
SUBTOTAL					\$2,200.00
Project Management					
	1	LS	Project Management Services	\$2,200.00	\$2,200.00
SUBTOTAL					\$2,200.00
Special Services					
	1	LS	FEMA Study & Coordination	\$30,000.00	\$30,000.00
	1	LS	Surveying	\$6,000.00	\$6,000.00
SUBTOTAL					\$36,000.00
Engineering					
	1	LS	Engineering	\$15,000.00	\$15,000.00
	1	LS	Prints, Plots & Delivery	\$200.00	\$200.00
SUBTOTAL					\$15,200.00
TOTAL (Construction, Management, Surveying & Engineering)					\$147,008.00

Meadowlark Lane Culvert Replacement



- ▶ Existing 18" CMP culvert crossing Meadowlark Lane is undersized
- ▶ Existing 18" CMP is set too high in relation to area upstream
- ▶ Water backs up and ponds on property at 311 Meadowlark Lane

Meadowlark Lane Culvert Replacement



- ▶ The 18" culvert is not sized to adequately convey drainage area (blue)
- ▶ Culvert outfalls to The Lakes of Shady Shores retention ponds
- ▶ The Orchards drainage area (green) drains to the retention ponds through a separate 60" storm sewer pipe
- ▶ The Orchards includes a detention pond
- ▶ The Lakes of Shady Shores retention ponds were designed to accommodate full flow from upstream

Meadowlark Lane Culvert Replacement

Estimate of
Project Cost

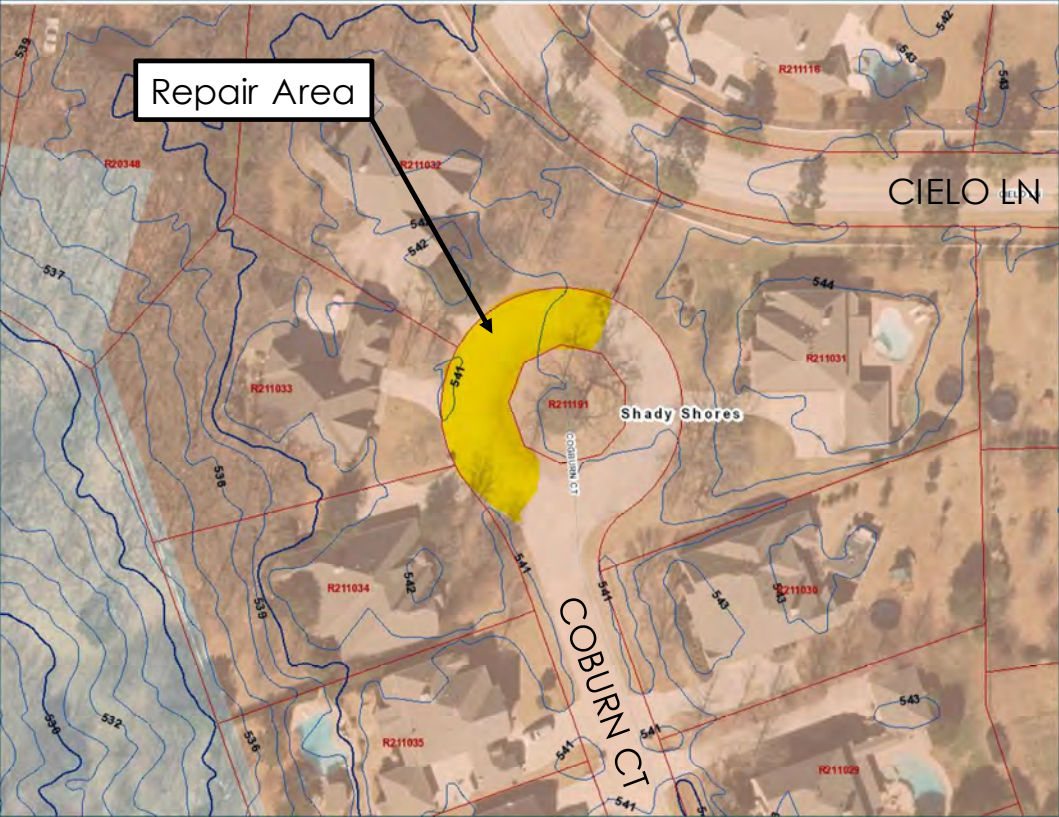
\$137,000

Item	Unit	Quantity	Unit Price	Total
Meadowlark Lane Culvert Replacement				
Remove & Replace Roadway Pavement	SY	60	\$75.00	\$4,500.00
Remove Existing Roadway Culvert	LF	20	\$25.00	\$500.00
Earthwork and Haul off	CY	400	\$25.00	\$10,000.00
Install (3) 36" RCP Culverts	LF	180	\$180.00	\$32,400.00
Install Stone Rip Rap	CY	18	\$200.00	\$3,600.00
Concrete Headwalls	EA	2	\$7,000.00	\$14,000.00
Tree Removal	LS	1	\$2,500.00	\$2,500.00
Block Sodding	SY	1400	\$10.00	\$14,000.00
Grade Ditches	LF	100	\$15.00	\$1,500.00
Metal Beam Guard Fence	LF	12	\$50.00	\$600.00
Downstream Anchor Terminal	EA	1	\$750.00	\$750.00
Single Guardrail Terminal (Wood Post)	EA	1	\$2,500.00	\$2,500.00
Remove & Replace Wire Fence	LF	20	\$25.00	\$500.00
Erosion Control	LS	1	\$1,500.00	\$1,500.00
Barricading & Traffic Control	LS	1	\$2,500.00	\$2,500.00
15% Construction Contingency	LS	1	\$14,227.00	\$14,227.00
Mobilization	LS	1	\$3,500.00	\$3,500.00
SUBTOTAL				\$109,077.00
Construction Management				
Construction Management Services	LS	1	\$2,400.00	\$2,500.00
SUBTOTAL				\$2,500.00
Project Management				
Project Management Services	LS	1	\$2,400.00	\$2,500.00
SUBTOTAL				\$2,500.00
Special Services				
Topographic Design Survey	LS	1	\$6,000.00	\$6,000.00
SUBTOTAL				\$6,000.00
Engineering				
Engineering	LS	1	\$15,000.00	\$15,000.00
Preliminary Estimates	LS	1	\$1,000.00	\$1,000.00
Prints, Plots & Delivery	LS	1	\$250.00	\$500.00
SUBTOTAL				\$16,500.00
TOTAL (Construction, Management, Surveying and Engineering)				\$136,577.00
Notes:				
1.) Agreements with property owners to grade onto their front yards may be required.				
2.) Estimate does not include any required relocation of LCMUA water line and appurtenances.				
3.) Estimate does not include any required franchise utility relocations				
4.) Agreement with The Lakes of Shady Shores for any culvert work beyond existing easement may be required.				

Cogburn Court Paving & Drainage Improvements



- ▶ Excessive cracks in concrete pavement
- ▶ Sunken pavement
- ▶ Ponding water



- ▶ Full concrete panel replacement
- ▶ Approximately 160 linear feet by 30-foot wide
- ▶ Driveway approach replacement
- ▶ Swale grading

Cogburn Court Paving & Drainage Improvements

Estimate of
Project Cost

\$160,000

Item	Quantity	Unit	Description	Unit Price	Total
Cogburn Court Paving & Drainage Improvements					
1	1	LS	Mobilization (Max. 5% of Bid)	\$7,000.00	\$7,000.00
2	534	SY	Remove & Replace Reinf. Conc. Street Pavement (HES)	\$140.00	\$74,760.00
3	534	SY	6" Crushed Recycled Concrete Flex Base	\$40.00	\$21,360.00
4	89	SY	Remove & Replace Reinf. Conc. Driveway (HES)	\$115.00	\$10,235.00
5	280	EA	Grade Swlae	\$15.00	\$4,200.00
7	187	SY	Block Sodding	\$10.00	\$1,870.00
8	1	LS	Erosion Control	\$1,000.00	\$1,000.00
9	1	LS	Barricading & Traffic Control	\$1,000.00	\$1,000.00
10	1	LS	15% Contingency	\$18,214.00	\$18,214.00
TOTAL					\$139,639.00
Construction Management					
	1	LS	Construction Management Services	\$2,500.00	\$2,500.00
SUBTOTAL					\$2,500.00
Project Management					
	1	LS	Project Management Services	\$2,500.00	\$2,500.00
SUBTOTAL					\$2,500.00
Special Services					
	1	LS	Surveying	\$4,000.00	\$4,000.00
SUBTOTAL					\$4,000.00
Engineering					
	1	LS	Engineering	\$10,000.00	\$10,000.00
	1	LS	Prints, Plots & Delivery	\$500.00	\$500.00
SUBTOTAL					\$10,500.00
TOTAL (Construction, Management, Testing & Engineering)					\$159,139.00

Jay Street & Laura Street Paving & Drainage Improvements



- ▶ Existing gravel roads
- ▶ Insufficient drainage capacity in the road rights-of-way
- ▶ Drainage sheet flows across properties and roads
- ▶ Narrow roads

Jay Street & Laura Street Paving & Drainage Improvements



- ▶ Improve roadways
- ▶ Improve drainage
- ▶ Potential need for drainage easements

Jay Street & Laura Street Paving & Drainage Improvements

Estimate of
Project Cost

\$441,000

Item	Unit	Quantity	Unit Price	Total
Jay Street & Laura Street Paving & Drainage Improvements				
Unclassified Street Excavation	CY	471	\$25.00	\$11,775.00
Remove Tree	EA	4	\$1,000.00	\$4,000.00
6" Reinforced Concrete Street Pavement w/ Monolithic Curb	SY	1195	\$90.00	\$107,550.00
6" Flexible Base (Under Pavement)	SY	1412	\$40.00	\$56,480.00
6" Flexible Base (Shoulder)	SY	652	\$40.00	\$26,080.00
Adjust MH/WV to Grade	EA	4	\$1,000.00	\$4,000.00
Remove & Replace Concrete Driveway	SY	112	\$100.00	\$11,200.00
Inlet	SY	4	\$5,000.00	\$20,000.00
24" RCP	LF	240	\$150.00	\$36,000.00
Concrete Headwalls	EA	2	\$2,000.00	\$4,000.00
Erosion Control	LS	1	\$5,000.00	\$5,000.00
Barricading & Traffic Control	LS	1	\$2,000.00	\$2,000.00
15% Construction Contingency	LS	1	\$45,462.00	\$45,462.00
Mobilization (Max. 5% of Bid)	LS	1	\$15,000.00	\$15,000.00
SUBTOTAL				\$348,547.00
Construction Management				
Construction Management Services	LS	1	\$8,000.00	\$8,000.00
SUBTOTAL				\$8,000.00
Project Management				
Project Management Services	LS	1	\$8,000.00	\$8,000.00
SUBTOTAL				\$8,000.00
Special Services				
Surveying	LS	1	\$16,000.00	\$16,000.00
Easement Exhibits (4 estimated)	EA	4	\$3,000.00	\$12,000.00
Geotechnical Testing	LS	1	\$6,000.00	\$6,000.00
SUBTOTAL				\$34,000.00
Engineering				
Engineering	LS	1	\$40,000.00	\$40,000.00
Preliminary Estimates	LS	1	\$1,000.00	\$1,000.00
Prints, Plots & Delivery	LS	1	\$500.00	\$500.00
SUBTOTAL				\$41,500.00
TOTAL (Construction, Management, Surveying and Engineering)				\$440,047.00
Notes:				
1.) Power pole relocation may be necessary				
2.) Drainage items are based on potential drainage option. Analysis after survey may necessitate a revised solution.				

Oakwood Circle Drainage Improvements – Phase 1



- ▶ Existing driveway culverts in area set at incorrect elevations and/or grades
- ▶ One ditch is filled in and replaced with a buried undersized pipe
- ▶ Driveway railroad tie retaining wall at 414 Oakwood Circle encroaches slightly into drainage easement.

Oakwood Circle Drainage Improvements – Phase 1



- ▶ Survey and analysis conducted in 2016
- ▶ Developed project cost estimate for Phase 1- Between 410 and 420 Oakwood Circle
- ▶ Phase 1 includes replacement of up to six (6) driveway culverts, re-grading ditches, upsizing roadway culvert, constructing concrete flume in drainage easement
- ▶ Will improve overall drainage in area
- ▶ Additional analysis and potential improvements needed upstream as part of Phase 2

Estimate of Project Cost

\$140,000



Item	Unit	Quantity	Unit Price	Total
Oakwood Circle Drainage Improvements - Ph 1				
Remove & Replace Concrete Driveway (6 Estimated) (Includes curb/headwall)	SY	180	\$100.00	\$18,000.00
Remove Existing Driveway Culvert (6 Estimated)	LF	144	\$15.00	\$2,160.00
Remove & Replace Lead Walk Culvert	LF	7	\$85.00	\$595.00
Remove & Replace Roadway Pavement	SY	22	\$75.00	\$1,650.00
Install 24" CMP Driveway Culvert (6 Estimated)	LF	180	\$100.00	\$18,000.00
Install 27" RCP Culvert (1 Estimated)	LF	35	\$125.00	\$4,375.00
Concrete Headwalls (2 Estimated)	EA	2	\$2,000.00	\$4,000.00
Concrete Flume	SY	173	\$100.00	\$17,300.00
Install Stone Riprap	CY	8	\$250.00	\$2,000.00
Remove & Replace Mailbox	EA	6	\$500.00	\$3,000.00
Block Sodding	SY	689	\$10.00	\$6,890.00
Re-Grade Ditches	LF	360	\$15.00	\$5,400.00
Off-Site Excavation and Grading of Ditch to Drain	LS	1	\$5,000.00	\$5,000.00
Erosion Control	LS	1	\$1,500.00	\$1,500.00
Barricading & Traffic Control	LS	1	\$1,500.00	\$1,500.00
15% Construction Contingency	LS	1	\$14,455.00	\$14,455.00
Mobilization (Max. 5% of Bid)	LS	1	\$5,000.00	\$5,000.00
SUBTOTAL				\$110,825.00
Construction Management				
Construction Management Services	LS	1	\$4,000.00	\$4,000.00
SUBTOTAL				\$4,000.00
Project Management				
Project Management Services	LS	1	\$2,500.00	\$2,500.00
SUBTOTAL				\$2,500.00
Special Services				
Construction Staking	LS	1	\$2,500.00	\$2,500.00
SUBTOTAL				\$2,500.00
Engineering				
Engineering	LS	1	\$16,000.00	\$18,000.00
Preliminary Estimates	LS	1	\$1,000.00	\$1,000.00
Prints, Plots & Delivery	LS	1	\$500.00	\$500.00
SUBTOTAL				\$19,500.00
TOTAL (Construction, Management, Surveying and Engineering)				\$139,325.00

Notes:

- 1.) Coordination with Lake Dallas ISD will be required for construction activity/approval.
- 2.) Agreements with property owners to grade onto front yards may be required.

E. 6TH Street Paving Improvements (Lakeshore Road to Jones Street)



- ▶ Deteriorated asphalt or chip seal road
- ▶ Reconstruct to Town standard of 6" asphalt on 6" treated subgrade
- ▶ +/- 200 Linear Feet
- ▶ E. 6th Street east of Jones St is gravel

E. 6th St. Paving Improvements

Estimate of
Project Cost

\$49,000

Item	Quantity	Unit	Description	Unit Price	Total
E. 6th Street Reconstruction					
1	1	LS	Mobilization (Max. 5% of Bid)	\$1,750.00	\$1,750.00
2	356	SY	2" HMAC Overlay Type D	\$15.00	\$5,340.00
3	356	SY	4" HMAC Overlay Type B	\$20.00	\$7,120.00
4	400	SY	6" Cement Stabilization @ 27 lbs/SY w/ 6" Removal	\$20.00	\$8,000.00
5	1	EA	Adjust Water Valve to Grade	\$500.00	\$500.00
6	1	LS	Erosion Control	\$1,500.00	\$1,500.00
7	1	LS	Barricading & Traffic Control	\$2,000.00	\$2,000.00
8	1	LS	15% Contingency	\$3,932.00	\$3,932.00
TOTAL					\$30,142.00
Construction Management					
	1	LS	Construction Management Services	\$1,000.00	\$1,000.00
SUBTOTAL					\$1,000.00
Project Management					
	1	LS	Project Management Services	\$1,000.00	\$1,000.00
SUBTOTAL					\$1,000.00
Special Services					
	1	LS	Surveying	\$4,000.00	\$4,000.00
	1	LS	Geotechnical Investigation/Recommendation	\$3,500.00	\$4,000.00
SUBTOTAL					\$8,000.00
Engineering					
	1	LS	Engineering	\$8,000.00	\$8,000.00
	1	LS	Prints, Plots & Delivery	\$500.00	\$500.00
SUBTOTAL					\$8,500.00
TOTAL (Construction, Management, Testing & Engineering)					\$48,642.00

Eason Road Paving Improvements



- ▶ Approximately 16-foot wide roadway
- ▶ Existing chip seal with pothole repairs
- ▶ HVAA emergency access, cemetery access, residential access
- ▶ 1,310 linear feet
- ▶ 35 linear feet (HVAA)

Eason Road Paving Improvements



- ▶ Alternate 1 - Full reconstruction to Town standard of 6" asphalt on 6" treated subgrade
- ▶ Alternate 2 – 2-course chip seal
- ▶ Recommend including 35 LF of roadway connection to HVAA past gate

Eason Road Paving Improvements

Estimate of Project Cost

Alt 1
\$215,000
Reconstruction

Alt 2
\$51,000
Chip Seal

Item	Quantity	Unit	Description	Unit Price	Total
Eason Road - Alternate 1 - Reconstruction					
1-1	1	LS	Mobilization (Max. 5% of Bid)	\$8,000.00	\$8,000.00
1-2	2,392	SY	2" HMA Overlay Type D	\$15.00	\$35,880.00
1-3	2,392	SY	4" HMA Overlay Type B	\$20.00	\$47,840.00
1-4	2,690	SY	6" Cement Stabilization @ 27 lbs/SY w/ 6" Removal	\$20.00	\$53,800.00
1-5	1	EA	Adjust Water Valve to Grade	\$500.00	\$500.00
1-6	1	LS	Erosion Control	\$1,500.00	\$1,500.00
1-7	1	LS	Barricading & Traffic Control	\$2,000.00	\$2,000.00
1-8	1	LS	15% Contingency	\$22,428.00	\$22,428.00
TOTAL					\$171,948.00
Construction Management					
	1	LS	Construction Management Services	\$4,000.00	\$4,000.00
SUBTOTAL					\$4,000.00
Project Management					
	1	LS	Project Management Services	\$4,000.00	\$4,000.00
SUBTOTAL					\$4,000.00
Special Services					
	1	LS	Surveying	\$9,000.00	\$9,000.00
	1	LS	Geotechnical Investigation/Recommendation	\$5,000.00	\$5,000.00
SUBTOTAL					\$14,000.00
Engineering					
	1	LS	Engineering	\$20,000.00	\$20,000.00
	1	LS	Prints, Plots & Delivery	\$500.00	\$500.00
SUBTOTAL					\$20,500.00
TOTAL (Construction, Management, Testing & Engineering)					\$214,448.00

Note: Includes 35 LF of Roadway to Connect to HVAA

Item	Quantity	Unit	Description	Unit Price	Total
Eason Road - Alternate 2 - Chip Seal					
2-1	1	LS	Mobilization (Max. 5% of Bid)	\$2,000.00	\$2,000.00
2-2	2,330	SY	2-Course Asphalt Surface Treatment - Chip Seal	\$12.50	\$29,125.00
2-3	20	TONS	Asphalt Leveling Course	\$180.00	\$3,600.00
2-4	1	LS	Preparation of Roadway	\$1,500.00	\$1,500.00
2-5	1	LS	15% Contingency	\$5,434.00	\$5,434.00
TOTAL					\$41,659.00
Construction Management					
	1	LS	Construction Management Services	\$1,500.00	\$1,500.00
SUBTOTAL					\$1,500.00
Project Management					
	1	LS	Project Management Services	\$1,500.00	\$1,500.00
SUBTOTAL					\$1,500.00
Engineering					
	1	LS	Engineering	\$6,000.00	\$6,000.00
	1	LS	Prints, Plots & Delivery	\$250.00	\$250.00
SUBTOTAL					\$6,250.00
TOTAL (Construction, Management & Engineering)					\$50,909.00

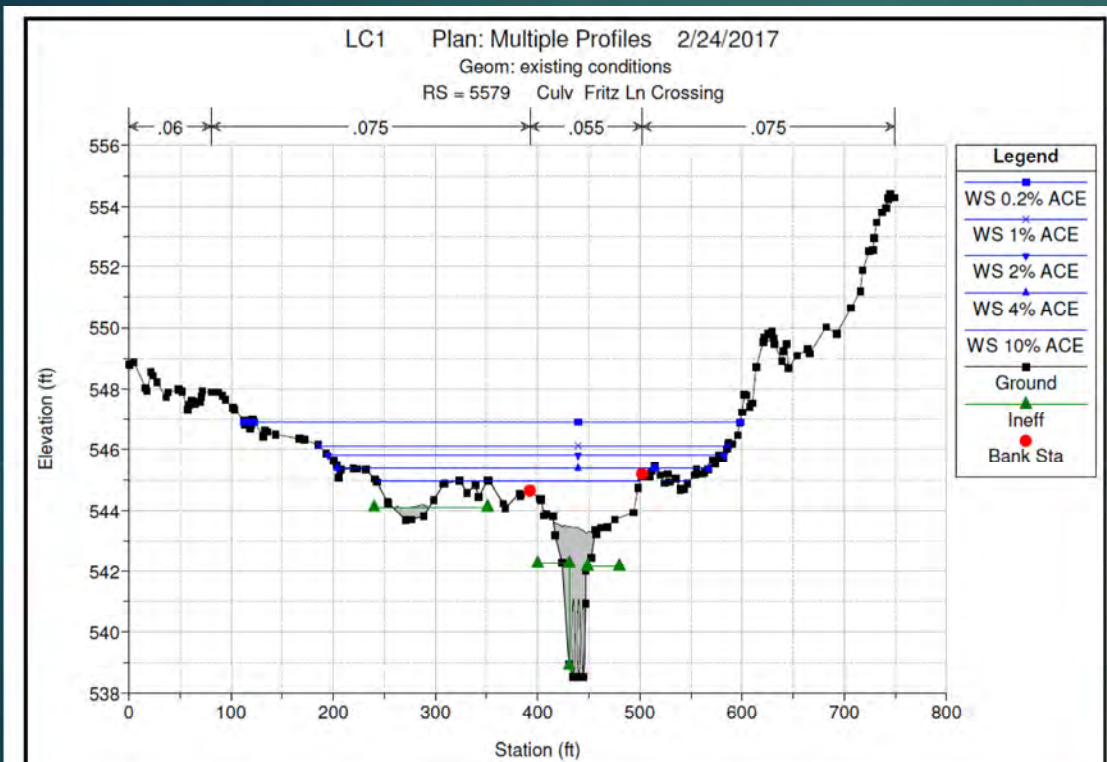
Note: Includes 35 LF of Roadway to Connect to HVAA

Fritz Lane Culvert Replacement



- ▶ Existing culverts are undersized
- ▶ Roadway overtops in 100-year storm event and others
- ▶ Repair made to existing three (3) 30" culverts in May 2017
- ▶ Cleaning debris (tree limbs, etc.) as needed from upstream openings is recommended after storm events

Fritz Lane Culvert Replacement



Existing Conditions

- ▶ 100-Year Flow Rate = 1710 CFS
- ▶ 100-Year WSEL= 546.23
- ▶ Top of road +/- 543.5

(Per Halff Associates– LC-1 Hydraulic Modeling
Data from the Lynchburg Creek Flood Risk
Identification Project dated 3-1-17)

Fritz Lane Culvert Replacement

Estimate of
Project Cost

\$850,000



Sample 60-foot Long Single Span
Bridge in Collin County

- ▶ A 90-foot long three-span bridge is estimated to convey flow and provide 2 feet of freeboard
- ▶ Requires the roadway to be elevated
- ▶ Feasibility due to adjacent driveways and other limitations needs to be analyzed
- ▶ Drainage easements may be required

Road & Drainage Improvements

Estimate of Project Costs Summary

Item	Total	Additive Total	Alternate Total	Potential Grouping Totals
Road & Drainage Projects Cost Summary				
S. Shady Shores Rd. Bridges Project	\$350,000			
Drainage Study - Shahan Addition	\$65,000			
324 Dobbs Road Drainage Improvements	\$43,000			
322 W. Shady Shores Rd Drainage Improvements	\$58,000		\$14,000	
Taylor Lane Drainage Improvements	\$48,000	\$12,000		
Shady Lane at 6th Street Drainage Improvements	\$48,000	\$148,000		\$772,000
S. Shady Shores Rd. Bridges Project	\$350,000			
Shahan Addition Road Reconstruction & Drainage Improvements	\$771,000			\$1,121,000
Oberman Lane Paving & Drainage Improvements	\$405,000			
Shahan Lane Drainage Improvements	\$93,000			
Meadowlark Culvert Replacement	\$137,000			
Cogburn Court Pavement Repair	\$160,000			\$795,000
Jay Street & Lara Street Paving & Drainage Improvements	\$441,000			
Oakwood Circle Drainage Improvements	\$140,000			
E. 6th Street Paving Improvements	\$49,000			
Eason Road Paving Improvements	\$215,000		\$51,000	\$845,000
Fritz Lane Culvert Replacement	\$850,000			\$850,000
TOTAL	\$4,223,000	\$160,000	\$65,000	\$4,383,000

ARTICLE 3.07 SIGNS^{*}

Sec. 3.07.001 Definitions

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

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

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

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

Chief building official. The person designated by the mayor.

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

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

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

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

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

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

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

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

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

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

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

Sec. 3.07.002 Penalty

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

Sec. 3.07.003 General regulations

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

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

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

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

Sec. 3.07.004 Churches and public schools

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

Sec. 3.07.005 Real estate signs

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

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

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

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

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

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

(e) Residential subdivision permanent identification signs. Residential subdivision permanent identification signs shall be permanent in nature, the design and construction of which shall be submitted for approval to the town council with the preliminary plat of the subdivision. Such signs shall comply with the requirements of a monument sign, unless waived by the town council. The purpose of the subdivision identification sign is the permanent identification of the subdivision, rather than the identification of the builder, contractors, realtors, or other persons or entities responsible for the development and sale of the real estate within the subdivision.

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

Sec. 3.07.006 Garage sale signs

Town residents desiring to hold a garage sale may place signs, each of them no more than 4 square feet in area,

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

Sec. 3.07.007 Temporary political signs

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

(b) Notice.

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

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

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

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

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

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

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

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

(c) Private real property.

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

(A) The sign has an affected area of greater than 36 feet;

(B) Is more than 8 feet high;

(C) Is illuminated; or

(D) Has any moving elements.

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

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

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

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

Sec. 3.07.008 Public service signs

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

Sec. 3.07.009 Nonconforming signs

A permanent sign erected within the town prior to the effective date of this article, which does not conform to the regulations of this article, shall be deemed to be a nonconforming sign which shall be allowed to continue, with normal maintenance and repair only; provided, however, a nonconforming sign may not be enlarged upon, expanded, or extended, except as otherwise provided herein. It is not the intent of this section to encourage the survival of nonconforming signs; to the contrary, nonconforming signs are discouraged and contrary to the intent and purpose of this article.

- (1) Obsolescence or destruction. A nonconforming sign shall not be enlarged, expanded, extended, replaced, or rebuilt in case of obsolescence or total destruction by any means or cause.
- (2) Repair or reconstruction if damaged. In the event a nonconforming sign is damaged by any means or cause and the repair or reconstruction cost, whichever is applicable, equals or exceeds 50% of the fair market value of the sign at the time of the damage, it must be removed or brought into compliance with this article.
- (3) Removal of unlawful signs. In case any nonconforming sign is enlarged, expanded, extended, replaced, or rebuilt in violation of any of the terms of this article, the mayor or town secretary shall give written notice by personal service or by certified mail, return receipt requested, to the owner, lessee, or person responsible for the sign to remove the sign or bring the sign into compliance with this article. If the order is not complied with within 10 days, the mayor or town secretary shall revoke the sign permit, if any, and/or cause a complaint to be filed in the municipal court.
- (4) Placement and removal of signs. All signs shall be placed by the owner or the party in control of the property or with the permission of the owner or party in control, and the owner or party in control shall be responsible for the prompt removal of any sign in accordance with the provisions of this article.
- (5) Temporary and portable signs. Nonconforming temporary business signs and portable signs shall be removed or made to conform to the provisions of this article within 30 days after the effective date of this article.

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

ORDINANCE NO. _____
(Amendment of Article 3.07 of the Municipal Code,
Regarding Signs)

AN ORDINANCE OF THE TOWN OF SHADY SHORES, TEXAS, AMENDING THE MUNICIPAL CODE OF THE TOWN OF SHADY SHORES, BY AMENDING ARTICLE 3.07 REGARDING REGULATION OF SIGNS; UPDATING THE REGULATIONS TO MEET CURRENT STATE LAW; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$500.00 FOR EACH OFFENSE; PROVIDING A CIVIL PENALTY IN COMPLIANCE WITH TX. TRANSPORTATION CODE 393.007; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the governing body of the Town of Shady Shores, in compliance with the laws of the State of Texas and the ordinances of the Town of Shady Shores, have given requisite notice, and in the exercise of its legislative discretion has concluded that the Municipal Code of Ordinances of the Town of Shady Shores should be amended to as described herein:

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, TEXAS:

THIS ORDINANCE AMENDS THE PROVISIONS OF THE SHADY SHORES MUNICIPAL CODE OF ORDINANCES BY AMENDING ARTICLE 3.07 AS SET FORTH BELOW:

SECTION 1. ADD 3.07.003 AS FOLLOWS:

“3.07.003 CIVIL PENALTY--

Pursuant to Texas Transportation Code Sec. 393.007. CIVIL PENALTY:

(a) A person who places or commissions the placement of a sign on the right-of-way of a public road that is not otherwise authorized by law may be liable for a civil penalty. The Town Attorney in the jurisdiction in which the placement of a sign on the right-of-way of a public road is alleged to have occurred may sue to collect the penalty on behalf of the Town.

(b) The amount of the civil penalty is not less than \$500 or more than \$1,000 for each violation, depending on the seriousness of the violation and whether the person has previously violated this chapter. A separate penalty may be collected for each day a continuing violation occurs.

(c) A penalty collected under this section shall be deposited to the credit of the general fund of the Town in which the violation occurred if collected by a municipal attorney.

(d) The Town Attorney may recover reasonable attorney's fees incurred in an action brought under Subsection (a).

SECTION 2. AMEND 3.07.003© AND ADD (d), GENERAL REGULATIONS, AS FOLLOWS:

“(c) No sign may be located in a street right-of-way, including medians, and/or obstruct vision of traffic or pedestrians of the street right-of-way, unless authorized by state law. Pursuant to Texas Transportation Code Sec. 393.0025 MUNICIPAL AUTHORITY TO REGULATE SIGN PLACEMENT:

(1) A person may not place a sign on the right-of-way of a road or highway maintained by a municipality unless the placement is authorized by the municipality.

(2) This section does not apply to the right-of-way of a road or highway in the state highway system.

(d) No signs or notices shall be placed on another person's private property without prior

written permission of the owner thereof.”

SECTION 3. AMEND 3.07.004 AS FOLLOWS:

“Sec. 3.07.004 Churches and public schools

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

SECTION 4. AMEND 3.07.005 AS FOLLOWS:

“Sec. 3.07.005 Single Family Residential lots

(a) **Front yard.**

A sign not exceeding 4 square feet in area and not exceeding 4 feet in height in residential districts. The number of signs shall be limited to 2 per lot, except, where such lot abuts more than 1 dedicated public street, 1 additional sign shall be allowed for the additional public street.

(b) **Undeveloped acreage on-site.**

Signs on undeveloped or not yet platted acreage of not less than 10 acres may have signs as follows:

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

(4) All portions of the sign, including frame, walls, supports and all other portions of the structure composing the “sign” are included in the size limitations in 1-3 above.

(c) **Residential subdivision permanent identification signs.**

Residential subdivision permanent identification signs shall be permanent in nature, the design and construction of which shall be submitted for approval to the town council with the preliminary plat of the subdivision. Such signs shall comply with the requirements of a monument sign, unless waived by the town council. The purpose of the subdivision identification sign is the permanent identification of the subdivision, rather than the identification of the builder, contractors, realtors, or other persons or entities responsible for the development and sale of the real estate within the subdivision. The total height limit of a sign described in this subsection (c) is fifteen feet above grade. “

SECTION 5. AMEND 3.07.007 (b) 1 AS FOLLOWS:

“Sec. 3.07.007 Temporary political signs

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

(b) **Notice.**

(1) Pursuant to section 255.001 of the Texas Election Code, the following notice must be written on each political advertising sign:

“REQUIRED DISCLOSURE ON POLITICAL ADVERTISING.

(a) A person may not knowingly cause to be published, distributed, or broadcast political advertising containing express advocacy that does not indicate in the advertising:

(1) that it is political advertising; and

(2) the full name of:

(A) the person who paid for the political advertising;

(B) the political committee authorizing the political advertising; or

(C) the candidate or specific-purpose committee supporting the candidate, if the political advertising is authorized by the candidate."

(b) Political advertising that is authorized by a candidate, an agent of a candidate, or a political committee filing reports under this title shall be deemed to contain express advocacy."

SECTION 6. AMEND 3.07.009 AS FOLLOWS:

"Sec. 3.07.009 Nonconforming signs

A permanent sign erected within the town prior to the effective date of this article, which does not conform to the regulations of this article, shall be deemed to be a nonconforming sign which shall be allowed to continue, with normal maintenance and repair only; provided, however, a nonconforming sign may not be enlarged, expanded, or extended, except as otherwise provided herein. It is not the intent of this section to encourage the survival of nonconforming signs; to the contrary, nonconforming signs are discouraged and contrary to the intent and purpose of this SECTION 3.07."

SECTION 7. ADD 3.07.010 AS FOLLOWS:

"Sec. 3.07.010 Commercial and all other types of signs

Signs in a non conforming use, or special permit, or zoning classification that allow legal commercial operations are limited to one sign of not more than 4 square feet, with the same limitations of signs on church property."

SECTION 8. PENALTY CLAUSE

Any person, firm or corporation (collectively referred to as "Person") violating any of the provisions of this Ordinance, shall be subject to the penalty as provided herein, and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred (\$500.00) Dollars for each offense. Each and every day such violation shall continue shall be deemed to constitute a separate offense.

In addition, all civil penalties authorized by the State of Texas to impose on sign regulation violations are adopted, including those in the Texas Transportation Code, set forth above.

SECTION 9. SEVERABILITY CLAUSE

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

SECTION 10. SAVINGS CLAUSE

All rights and remedies of the Town of Shady Shores, Texas are expressly saved as to any and all

violations of the provisions of any other ordinance affecting signs which have been identified at the time of the effective date of this Ordinance; and as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances the same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 11. REPEALER CLAUSE

All provisions of the ordinances of the Town of Shady Shores, Texas in conflict with the provisions of this Ordinance, and the same as this ordinance are hereby repealed. All other provisions of the ordinances of the Town of Shady Shores, Texas, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 12. PUBLICATION OF THE CAPTION HEREOF AND EFFECTIVE DATE

This ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

PASSED by the Town Council of the Town of Shady Shores, Texas, this _____ day of _____, 2019.

APPROVED:

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Secretary

APPROVED AS TO FORM:

James E. Shepherd, Town Attorney



AGENDA MEMORANDUM

DATE: June 8, 2020
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: **Budget Worksession- Conduct a worksession relative to the 2020/21 FY Budget**

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Working Budget 2021

REVIEWED BY:

Account Description	2019-2020 Current	Current YTD	2020-2021 Requested
Ad ValoremTax	1056004	1054960.29	1056004
Sales Tax	83661	110322.44	90000
ONCOR	82000	84536.22	82000
Atmos Energy	27000	254.63	27000
CoServe	60	61.06	0
Telephone Franchise	0	30858.82	24000
Charter Communication	26000	15858.38	15000
NCTCOG GRANTS	0	0	0
Public Information Requests	50	0	50
Other Income	100	0	100
Facility Rental	600	75	600
Reimbursements	100	11623	100
Community Events Income	1000	103.22	500
Solid Waste Collections	218000	127826	218000
Solid Waste Collection-Late Fee	1500	0	0
Connect Fees	2500	0	2500
Local government grants	4000	0	4000
Municipal Court Fines	0	7688.97	0
Variances	1000	2815	1000
Building Permit Fees	45000	6804	45000
Inspections	0	89434	0
Platting; Zoning Changes	5000	2000	5000
Interest Earned	14000	12721	14000
MUN Court SVC Fee Retained	20000	2312.38	20000
Zoning Building Permit Fees	0	100	0
Warrant Fee	0	68.94	0
Child Safety Seat Belt Fine	0	62.95	0
Total	1587575	1560486.3	1604854
 BUDGETED FUND BALANCE	 263294	 0	 284835
Total	263294	0	284835
	1850869	1560486.3	1889689
ADMINISTRATION			
Social Security/Medicare	0	5890.65	0
Bank Service Charges	300	-5385.75	0
Software	15552	11777	38000
Attorney Fees	30000	20890	30000
Office Supplies	3500	2727	3500
Library	29046	29046	29046
Accounting/Audit fees	7545	0	7545
Legal Advertising	2500	313.3	2500
Postage, shipping, delivery	1500	1473	1500
Codification	3500	840	4000
Election expenses	6000	0	6000
Dues	1200	1366	1500
Ad Valorem Tax Svc	7500	3250.56	7500

Account Description	2019-2020 Current	Current YTD	2020-2021 Requested
Bank Service Charge	0	0	0
Contingency provisions	35007	54780	50000
Office Supplies	0	33.96	0
Books, subscriptions, reference	200	56.5	200
Unemployment Tax - TWC	0	0	0
Town Secretary	63027	46247	71500
Office Clerk	25000	17228	25000
Deputy Town Secretary	39920	29450	40000
Payroll Tax	13000	2175	15000
TMRS	15000	16979	18000
Staff Development	9100	2693	10000
Workers' Compensation	800	10	800
Health Care	14000	8774	14000
Insurance	6000	5386.62	6000
Computer Expenses	15000	9914	25000
Telephone	2800	1548	2800
Utility Atmos Energy	1000	695	1000
Utility LCMUA	1800	1492	1800
Utility Electric	14000	10145	14000
Building Maintenance	22000	25508	30000
Postage- Solid Waste	1700	320.49	0
Solid Waste Contract	187000	133335	0
Salary Adjustments	35000	0	20000
Total	609497	279794.84	426191

MUNICIPAL COURT

Staff development	5000	1796.32	5000
Social Security/Medicare	0	0	0
Bank Service Charges	0	0	0
Software	3350	2425	3350
Attorney Fees	8000	6321.3	10000
Office Supplies	100	16.49	100
Postage, shipping, delivery	1000	0	1000
Books, subscriptions, reference	0	0	0
Contingency provisions	0	0	0
Municipal Judge	4800	2400	2400
Municipal Court Clerk	12000	7355	12000
Unemployment Tax - TWC	0	0	0
TMRS	1000	0	1000
Baliff	1000	225	500
Municipal Court Fines to State	10000	12382.89	10000
Municipal Court Software	0	0	0
Municipal Court Jury Service	500	75	500
Delinquent Ticket Collection Fee	2000	759	2000
TMRS	0	0	0
Computer Expenses	0	0	0
Postage (Municipal Court)	0	150	0

Account Description	2019-2020 Current	Current YTD	2020-2021 Requested
Payroll Tax	0	0	0
Total	48750	33906	47850

PUBLIC SAFETY

Social Security/Medicare	0	675.1	0
Software	800	787.5	1000
Attorney Fees	0	3077.5	0
Contingency provisions	0	0	0
Animal Control	16500	11215	17000
Code Enforcement Officer	15000	6952	15000
Fire Dept	336209	186788.56	320796
Police Patrol Svc	250864	250864	259852
Police Patrol Services- OT	2000	0	2000
Child Safety Programs	4000	0	4000
Computer Expenses	0	0	0
Town Secretary	0	0	0
Workers' Compensation	0	0	0
Unemployment Tax - TWC	0	0	0
Public Safety	0	0	0
Attorney Fees	0	0	0
Building Inspector	0		0
Car Allowance	0	700	0
Attorney Fees	0		0
Attorney Fees	0	0	0
Payroll Tax	0	0	0
Total	625373	461059.66	619648

BUILDING INSPECTOR

Attorney Fees	0	0	0
Building Inspector	29700	30910	35000
Software	2000	1050	2000
Contingency provisions	0	0	0
Computer Expenses	0	0	
Total	31700	14427.85	37000

COMMUNITY EVENTS

SPAN	0	0	0
KSSB	5000	1357.7	5000
Community Events	2500	2161	2500
Promotional	5900	1370.07	6000
Computer Expenses	0	0	0
Contingency provisions	0	0	0
Total	13400	4888.77	13500

ENGINEERING

Attorney Fees	20000	9180	20000
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31606

Account Description	2019-2020 Current	Current YTD	2020-2021 Requested
Contingency provisions	0	0	0
Roads / Streets	0	0	0
Computer Expenses	0	0	0
Engineer fees	100000	94205	100000
Engineer fees	0		0
Total	120000	103385	120000

PUBLIC WORKS

Computer Expenses	0	0	0
Public Works	40000	17481.54	45000
Signs	2500	2234.2	3000
Grants NCTCOG-FEMA CTP	0	0	0
Regional Storm Water Program	2500	100	2500
Roads / Streets	357149	0	575000
Total	402149	19815.74	625500
Total Income	1850869	1560486.3	1889689
Total Expenses	1850869	917277.86	1889689
NOI	0	643208.44	0

772	9264
	15000
	24264

Upgrades to Sound system Video	20,000
Computers Lap-Tops for Council	15000
New Copier	4000
CP MEDIA	3800

SOFTWARE-ADMINISTRATION

FAST FUNDVIEW

GENERAL LEDGER	1500
UTILITY BILLING	1500
PAYROLL	1500
ACCOUNTS PAYABLE	1000
TOTAL	5500
WEBHOSTING	5000
ADOBE	720
DROP BOX	180
ZOOM MEETINGS	300
CP MEDIA	3800
TOTAL SOFTWARE	37500

Salary Adjustments	Current	Yearly	Proposed	Yearly	TMRS	Health Ins
Office Clerk	16	26624	16.48	27422.72		
Municipal Court Administrator	27.1	56368	27.913	58059.04	5225.3136	579
Code Enforcement Officer	22	11440	22.66	11783.2		
Town Administrator	70762	70762	72884.86	77838.2	7005.438	579
		165194		1.751E+05	12230.752	1158

Payroll Tax	Proposed Difference	Salary Adjustments
2097.83878	2097.83878	9909.16
4441.5166		
901.4148		
5954.6223		
13395.392		

Town of Shady Shores
Road & Drainage Projects "Pay as You Go" Plan
Cost Summary

Year	Project	Total	Additive Total	Grand Total
1	S. Shady Shores Rd. Bridges Project	\$350,000		\$350,000
	Drainage Study - Shahan Addition	\$65,000		\$65,000
	324 Dobbs Road Drainage Improvements	\$43,000		\$43,000
	322 W. Shady Shores Rd Drainage Improvements	\$58,000		\$58,000
	Total	\$516,000		\$516,000
2	S. Shady Shores Rd. Bridges Project	\$350,000		\$350,000
	Shady Lane at 6th Street Drainage Improvements	\$49,440	\$152,440	\$201,880
	Total	\$399,440	\$152,440	\$551,880
3	Shahan Addition Drainage Improvements (includes Road Design)	\$506,450		\$506,450
	Total	\$506,450		\$506,450
4	Shahan Addition Road Improvements	\$320,100		\$320,100
	Shahan Lane Drainage Improvements	\$101,630		\$101,630
	Taylor Lane Drainage Improvements	\$13,120	\$52,460	\$65,580
	Total	\$434,850	\$52,460	\$487,310
5	Oberman Lane Paving & Drainage Improvements	\$455,840		\$455,840
	Lakeshore Rd - N End of FEMA Repair north to Oberman Lane	\$131,480		\$131,480
	Total	\$587,320		\$587,320
6	Oakwood Circle Drainage Improvements	\$162,300		\$162,300
	E. 6th Street Paving Improvements	\$56,810		\$56,810
	Eason Road Paving Improvements	\$249,250		\$249,250
	Total	\$468,360		\$468,360
7	Jay Street & Lara Street Paving & Drainage Improvements	\$526,580		\$526,580
	Total	\$526,580		\$526,580
8	Cogburn Court Pavement Repair	\$196,780		\$196,780
	Meadowlark Culvert Replacement	\$168,500		\$168,500
	Fritz Lane Culvert Replacement (set aside funds)	\$150,000		\$150,000
	Total	\$515,280		\$515,280
9	Fritz Lane Culvert Replacement (set aside funds)	\$500,000		\$500,000
	Total	\$500,000		\$500,000
10	Fritz Lane Culvert Replacement	\$459,060		\$459,060
	Total	\$459,060		\$459,060
	TOTAL	\$4,913,340	\$204,900	\$5,118,240

Notes:

- 1.) Costs include 3% compounded rate for construction costs after year 1
- 2.) Project costs based on recommended option
- 3.) Lakeshore Rd project has been added since November 12, 2018 presentation to Town Council