



**SHADY SHORES TOWN COUNCIL
REGULAR SESSION
JUNE 22, 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.

Time: Jun 22, 2020 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87890605371?pwd=K1Z5ekNyQ3RpZDlXSU9XMHhHNnVBZz09>

Meeting ID: 878 9060 5371

Password: 674348

One tap mobile

+13462487799,,87890605371#,,,,0#,,674348# US (Houston)

+12532158782,,87890605371#,,,,0#,,674348# US (Tacoma)

Dial by your location

+1 346 248 7799 US (Houston)

CALL TO ORDER

ROLL CALL

Establish a quorum.

CITIZENS COMMENTS

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

REGULAR AGENDA ITEMS

Interlocal Agreement with Denton County- Consider and act on approval of an interlocal Funding agreement with Denton County in response to the Corona Virus Relief Fund

Solicitors and Peddlers Ordinance- Consider and act on amending Section 4.02 of the Town of Shady Shoes Code of Ordinances. Consider and act on approval of a new Ordinance regulating solicitors and peddlers.

EXECUTIVE SESSION:

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

FUTURE AGENDA ITEMS AND STAFF DIRECTION

ADJOURN

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

I, Cindy Aughinbaugh, Mayor of the Town of Shady Shores do hereby certify that the above notice of the Regular Town Council Meeting was posted on the bulletin board at the Community Center, 101 S. Shady Shores Road, Shady Shores, Texas on _____ Day of _____ 2019, at _____ .M.

Cindy Aughinbaugh, Mayor



AGENDA MEMORANDUM

DATE: June 22, 2020
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: Interlocal Agreement with Denton County- Consider and act on approval of an interlocal Funding agreement with Denton County in response to the Corona Virus Relief Fund

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

The Town of Shady Shores is eligible to request reimbursement funds for expenses incurred as a result of the Coronavirus Pandemic. Approval of the interlocal agreement will allow the Town to request funds through Denton County.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Denton County Municipality Funding Cover Letter vfinal 052920 PDF
2. CRF City Funding Package 053120PDF
3. Denton County Corona Virus Relief Fund
4. Denton County ILA for CRF funding Shady Shores 060720 PDF

REVIEWED BY:

Hugh Coleman
Precinct 1



Bobbie J. Mitchell
Precinct 3

Ron Marchant
Precinct 2

Dianne Edmondson
Precinct 4

Denton County Commissioners Court
County Judge Andy Eads

May 29, 2020

Re: Coronavirus Relief Fund (CRF): Distributions

Dear Mayor,

The purpose of this letter is to confirm your request for upfront funding from Denton County, allocated at \$55 per capita.

Under the federal regulations, Denton County (the "County") has the primary liability to the US Treasury for the total amount of the \$147.7 million it received as part of the Coronavirus Relief Fund ("CRF"), regardless of how it is allocated and ultimately spent, including the County's distributions to your municipality. As a result, we firmly believe it is in the best interest of both the County and the municipalities to work together to promote efficiency and ensure compliance under the CRF guidelines. In this regard, a condition of receiving your Municipal Funds disbursement - the upfront payment to your municipality - is that you commit to work together and participate in the CRF Compliance Forum (the "Forum"). The principles of how the Forum works are included in the attached materials.

Included in this package of materials for your consideration are:

1. Next Steps Memorandum (explanation of next steps and timetable);
2. Acknowledgment (your willingness to participate in the Forum);
3. Interlocal Cooperation Agreement (terms and conditions for the CRF distribution);
4. Compliance Forum Memorandum (more details on how the Forum will work); and
5. Certification (an end of year certification attesting to the eligible use of all Municipal Funds received).

If you have any questions, please do not hesitate to call the County Judge's office at (940) 349-2820 or email Shannon Joski at crfcitygrants@dentoncounty.com.

We look forward to working together toward mutually beneficial outcomes in this challenging time.

Sincerely,
Denton County Commissioners Court

C: Monica Latin, Bruce Hendrick and Ted Harrington of Carrington Coleman, Sloman & Blumenthal, LLP

Hugh Coleman
Precinct 1



Bobbie J. Mitchell
Precinct 3

Ron Marchant
Precinct 2

Dianne Edmondson
Precinct 4

Denton County Commissioners Court
County Judge Andy Eads

MEMORANDUM

To: All Denton County Mayors

From: Denton County Commissioners Court

Date: May 29, 2020

Re: COVID-19 Relief Funds – CRF Compliance Forum

The purpose of this memorandum is to provide you with an explanation of the Denton County *CRF Compliance Forum* (the Forum) relating to the disbursement of funds to your municipality (“Municipal Funds”) from the Coronavirus Relief Fund (“CRF”).

Description

The Alliance will consist of representatives from both the County and each municipality electing an upfront allotment of Municipal Funds.

The Alliance will act as a single, integrated program in which everyone works together, rather than separately. The intension of the Alliance is to benefit everyone mutually.

The work of the Alliance will commence immediately and will end upon the completion of the Treasury compliance audit.

Purpose

The purpose of the Alliance is to promote administrative efficiency, streamline initial compliance measures, continue coordination through a potential audit, and foster collaboration between our cities and County.

A highly collaborative, organized effort will ease the administrative burdens and costs of complying with the CRF regulations. The Forum will establish a framework for tracking and accounting for the disbursements and spending.

Identify funds not likely to be expended so they can be reallocated to other Denton County programs.

Benefits

The Forum will help provide answers to ongoing issues and specific questions (e.g., eligible uses of funds).

The Forum will also assist with documentation and retention of eligible expenses, both of which should reduce overall noncompliance risk. Our efforts on the front-end is a much better way to prepare for and manage a U.S. Treasury compliance audit.

A collaborative effort will also help strategically allocate funds to the areas and industries in most need, avoiding duplicative efforts.

Forum Overview

Why is this necessary? Two important reasons. First, the CRF guidelines are new, and there is a reasonable amount of uncertainty about some of the specifics. We would prefer a unified understanding of the guidelines. Second, the U.S. Treasury has the ability, under the CRF regulations, to recoup (clawback) any funds not used, or used for ineligible purposes.

What are we asking for from our cities? Your commitment to work together. An appointed person from each municipality joins the Forum and participates in monthly meetings to address and communicate ongoing concerns.

C: Monica Latin, Bruce Hendrick, Ted Harrington
of Carrington, Coleman Sloman & Blumenthal, L.L.P.



Denton County Coronavirus Relief Fund
Municipality Disbursements

Certification
(Statement of Compliance)

Pursuant to the Interlocal Cooperation Agreement, CARES Act, and applicable Treasury Guidance regarding the Coronavirus Relief Fund, I hereby submit this Certification that all funds received by the municipality from the County ("Municipal Funds"), were used in compliance with the required guidelines.

I further submit, along with this Certification, all appropriate and necessary supporting documentation, including any explanations of expenses, accounting for all Municipal Funds received.

I submit this Certification, along with the accompanying documentation, which together constitute the Statement of Compliance, as conclusive evidence that the municipality used its Municipal Funds in eligible uses as set forth by the Coronavirus Relief Fund requirements.

Signature of Responsible Person

Date

Please complete the Certification and return it to Shannon Joski, Denton County Director of Administration at crfcitygrants@dentoncounty.com by February 1, 2021.



DENTON COUNTY CORONAVIRUS RELIEF FUND
Disbursement of Municipal Funds to Municipality

Acknowledgement

I hereby acknowledge the intention in good faith, on behalf of my municipality, to participate in the CRF Compliance Forum. This acknowledgement does not constitute a legally binding commitment.

Name of City Participant

Signature of Municipal Official

Date

Please complete the acknowledgement and return it to Shannon Joski, Denton County Director of Administration at crfcitygrants@dentoncounty.com as soon as possible.

MEMORANDUM

To: All Denton County Mayors

From: Denton County Commissioners Court

Date: May 29, 2020

Re: COVID-19 Relief Funds – Next Steps

The purpose of this memorandum is to provide you with our proposed guidance and timetable on our next steps, in order to receive your allocated disbursement from the Coronavirus Relief Fund (“Municipal Funds”).

NEXT STEPS

- (1) Paperwork. Please review all of the materials included in this package. If you have questions, please call the County Judge’s office at (940-349-2820) or email Shannon Joski at crfcitygrants@dentoncounty.com.
- (2) Acknowledgment. Please sign, date and return the Acknowledgement (included) to confirm your willingness to participate in the CRF Compliance Forum.
- (3) Request for Information. Please respond to our request for information. In advance of funding, we are requesting each municipality to provide us with the following: (a) a budget for the use of the Municipal Funds (the “Budget of Expenditures and Description of Eligible Uses”) and (b) a copy of your resolutions, if any, approving Economic Development Programs contemplating the use of Municipal Funds under Texas Local Government Code Chapter 380. Upon receipt of these materials, we shall immediately review them for compliance.
- (4) Interlocal Agreement (ILA). Please sign the attached ILA between the County and City and return it to the County.
- (5) Funding. Once we receive the signed documents and requested information and it is determined to be acceptable, we shall, as quickly as possible, transfer the agreed-upon funds to you.
- (6) CRF Compliance Forum. See attached copy of the Memorandum presented in our May 22nd meeting.

TIMETABLE

Following is our proposed timetable for the above steps.

Commissioners Court Approval:	May 29, 2020
Return Acknowledgement:	As soon as possible
Return Requested Information:	As soon as possible
Begin Funding:	Timely, upon receipt of Requested Information
Begin Forum Meetings	June 17, 2020

Thank you in advance for your cooperation. We look forward to working together to make the rollout of these funds a huge success to our communities. If you have any questions, please do not hesitate to contact your County Commissioner or the County Judge's Office.

C: Monica Latin, Bruce Hendrick and Ted Harrington
of Carrington Coleman, Sloman & Blumenthal, LLP



DENTON COUNTY CORONAVIRUS RELIEF FUND
Disbursement of Municipal Funds to Municipality

Acknowledgement

I hereby acknowledge the intention in good faith, on behalf of my municipality, to participate in the CRF Compliance Forum. This acknowledgement does not constitute a legally binding commitment.

Town of Shady Shores
Name of City Participant

Cindy Angley
Signature of Municipal Official

6/08/2020
Date

Please complete the acknowledgement and return it to Shannon Joski, Denton County Director of Administration at crfcitygrants@dentoncounty.com as soon as possible.

06/07/2020



CORONAVIRUS RELIEF FUND
INTERLOCAL COOPERATION AGREEMENT

Denton County and the Town of Shady Shores

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between Denton County, Texas (the “County”) and the **Town of Shady Shores Texas** (the “Municipality”), pursuant to Chapter 791 of the Texas Local Government Code, to address the impact of the public health emergency with respect to the Coronavirus pandemic (“COVID-19”).

GENERAL

1. Coronavirus Relief Fund. The County has received federal funding under the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) to address and respond to the impact and effects of the COVID-19 emergency.

2. County Authority. The Resolution of the Denton County, Texas Commissioners Court, under Chapter 381 of the Local Government Code, lawfully establishing a COVID-19 municipality funding program (the “Municipality Program”), allowing the County to grant money to your Municipality, is attached hereto as Attachment A and incorporated by reference herein. Funds were received by the County from the US Department of the Treasury (the “Treasury”) under the Coronavirus Relief Fund (“CRF”), as provided for in the CARES Act. The use of these CRF funds to assist a municipality of the County with their expenditures incurred due to the effects of COVID-19 and to potentially fund a local grant program are legitimate and lawful uses of the CRF funds.

3. Municipality Authority. The Orders of the Municipality, establishing a COVID-19 emergency program or programs, allowing it to make grants of its award, is attached hereto and incorporated by reference herein. The Municipality represents and warrants that its programs (if the Municipality decides to distribute the Municipal Funds through its own programs) will be in full compliance with Chapter 380 of the Local Government Code.

4. Inspector General Oversight & Recoupment. Section 601(f) provides that the Inspector General of the Treasury shall conduct monitoring and oversight of the receipt, disbursement, and use of CRF funds. If the Inspector General determines that a unit of local government has failed to comply with the use of funds rules (as described herein in Paragraphs 10-16, “Use of Funds”), the amount of CRF funds in noncompliance shall be “booked as a debt of such entity owed to the federal government.” The conditions and restrictions on the use of the CRF funds follows to all

recipients, from the County, to the Municipality, to businesses and individuals that receive such funds.

GRANT

5. Amount. Subject to the terms and conditions of this Agreement, the County agrees to grant and transfer to the Municipality the sum of \$157,135 of its CRF funds (“Municipal Funds”).

6. Separate Bank Account. The Municipality agrees to deposit these Municipal Funds into a separate, segregated account created solely for holding and disbursing these Municipal Funds. The account must be an interest bearing account and similarly insured and protected in the same manner as the Municipality’s other funds.

7. Calculation of Municipal Funds. The initial calculation of the grant amount of funds is based on the higher of the Municipality’s 2019 NCTCOG estimated population (2,670) or 2018 ACS estimated population (2,857), multiplied by \$55.00 per capita (“the Maximum Allocation”). That amount is reduced by:

- a. the excess of the Maximum Allocation minus the budgeted amount of eligible funds (as defined in Paragraph 8(a)), and further reduced by;
- b. the amount of funds redirected and contributed to the County’s programs (e.g., small business, housing and food programs), at the election of the Municipality, which is included in the Municipality’s proposed budget in Paragraph 8(a).

8. Conditions. Before receiving Municipal Funds, the Municipality must:

- a. provide the County with a proposed budget, which includes your contribution to the County’s programs (e.g., small business, housing, and food programs), and description of eligible uses of Municipal Funds (“Budget of Expenditures and Description of Intended Uses”). The form to complete your Budget of Expenditures and Description of Intended Uses is attached as Attachment B;
- b. agree to participate in the County’s CRF Compliance Forum (the “Forum”); and
- c. provide a copy of the appropriate Chapter 380 documentation.

RESPONSIBILITIES OF THE MUNICIPALITY

9. The responsibilities of the Municipality are:

- a. to comply with all terms and conditions of the CARES Act;
- b. to use Municipal Funds in compliance with the CARES Act;

- c. to promptly return to the County any Municipal Funds not used;
- d. to participate in the Forum;
- e. to maintain proper and adequate records of its own expenses, including monthly uploads to Dropbox, and supporting documentation of the expenditures, and provide copies of, or access to such, at any time as required by the County;
- f. to maintain proper and adequate records of the expenses of any grantees of Municipal Funds, including monthly uploads to Dropbox, and supporting documentation of the expenditures, and provide copies of, or access to such, at any time as required by the County;
- g. to return the Statement of Compliance Certificate by February 1, 2021;
- h. to cooperate and coordinate with other members in the Forum concerning a federal compliance audit; and
- i. to comply with Chapter 381 and Chapter 380, if applicable.

USE OF FUNDS

10. Amounts paid from the Treasury's Coronavirus Relief Fund are subject to the restrictions outlined in the *Guidance for State, Territorial, Local, and Tribal Governments* (dated April 22, 2020) and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act. See Attachment C, which is incorporated by reference into this agreement.

11. Section 601(d) allows CRF funds/Municipal Funds to cover only those costs that:

- a. are necessary expenditures incurred due to the public health emergency with respect to the effects COVID-19;
- b. were not accounted for in the most recently approved budget [of the Municipality], including any amendments; and
- c. are incurred between March 1, 2020 and December 30, 2020. See *Coronavirus Relief Fund Frequently Asked Questions (Updated as of May 4, 2020)*. See Attachment C.

12. "Necessary Expenditure" Condition. The use of the money is limited to "necessary expenditures." The Treasury intends for broad interpretation of the word "necessary," meaning "reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending the Fund payments." The Treasury's standard, reasonable judgment, adopts a subjective, not objective standard. Examples of eligible expenditures include, but are not limited to, payment for certain types of:

- a. medical expenses;
- b. public health expenses;
- c. payroll expenses;
- d. expenses relating to facilitating compliance;
- e. expenses associated with providing economic support in connection with the COVID-19 public health emergency; and
- f. any other COVID-19-related expense reasonably necessary to the function of government.

13. Funds may not be used to fill shortfalls in governmental revenue to cover expenditures that would not otherwise qualify under section 601(d). REVENUE REPLACEMENT IS STRICTLY PROHIBITED AND IS NOT A PERMISSIBLE USE OF FUNDS.

14. “Due To” Condition. The requirement that expenditures be incurred “due to” the public health emergency created by COVID-19 means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred by the Municipality to respond directly to the emergency, as well as expenditures incurred to respond to second-order effects of the emergency (e.g., economic support to those suffering from employment or business interruptions due to COVID-19-related business closures).

15. The Municipality expressly agrees without qualification or exception to adhere and comply with section 601(d) and the accompanying guidelines regarding its spending and uses of the Funds.

16. Return of Unused Funds by Municipality. Any Municipal Funds not spent on eligible expenses before December 30, 2020 must be returned to the County within 30 days after December 30, 2020.

CRF COMPLIANCE FORUM

17. Description. The Forum is a county-wide initiative between the County and all of the Municipalities that have requested upfront funding of the Municipal Funds. It is a single, integrated initiative to mutually benefit all municipalities and the County.

18. Purpose. The Forum shall work for the mutual benefit of the County and the Municipalities, which will promote administrative efficiency, streamline initial compliance measures, and continuing through a potential audit, and foster collaboration between our counties.

19. Benefits. The primary goals of the Forum are to:

- a. provide answers to specific questions (e.g., eligible uses of funds);
- b. provide assistance with documentation guidelines;
- c. reduce noncompliance risk;
- d. reduce administrative burdens;
- e. manage and control the potential federal compliance audit; and
- f. collaborate and integrate grant programs.

REMEDIES

20. Indemnity. To the extent allowable by law, the Municipality shall defend, indemnify, and hold harmless the County and its officers, commissioners, employees, volunteers, and agents, from any and all costs and expenses, damages, liabilities, demands, causes of action, suits, charges, or legal or administrative proceedings, claims and losses, including, without limitation, attorneys' fees and costs, caused by or arising out of any act or omission of the Municipality relating to the terms of this Agreement, including but not limited to any ineligible expenditures.

21. Recoupment. If the County, or its designee, reasonably determines that all or a portion of a Municipality's expenditure of Municipal Funds is an ineligible expenditure, then the Municipality shall immediately reimburse the County in an amount equal to the amount of the ineligible expenditure from funds of the Municipality other than Municipal Funds granted pursuant to this Agreement, and provide to the County evidence of such reimbursement. The Municipality shall have 30 days of receipt of the County's determination of an ineligible expenditure to reimburse the County for such expense. If the Municipality chooses to subsequently grant its Municipal Funds, it shall be responsible for properly tracing and accounting for when, how, why and by whom the expenses were ultimately incurred. This includes the documentation responsibilities listed in Paragraph 9(f-g) above. In the event the County has to enforce this Agreement, it shall be entitled to recover its reasonable attorney's fees and costs incurred in doing so.

22. Offset. To the extent allowable by law, the County reserves the right in its sole discretion to apply any money, damages or costs incurred as a result of a material breach of this agreement by the Municipality against the future distribution of future tax revenues or receipts from the County to the Municipality.

OTHER

23. Attorney's Fees and Costs. The County shall be entitled to recover its reasonable and necessary attorney's fees, costs and expenses, from the Municipality in the event the County must

enforce the terms of this Agreement in any way, including, but not limited to, litigation or mediation to the extent allowed by law.

24. Law and Venue. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Venue of any dispute shall be in a court of competent jurisdiction in Denton County, Texas.

25. No Assignment. The Municipality may not assign this Agreement.

26. Entire Agreement. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents and assigns.

27. Amendment. Any Amendment of this Agreement must be by written instrument dated and signed by both parties.

28. Severability. No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

29. Survival. All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to payment, agreement purpose, and confidentiality shall survive the expiration or termination of this Agreement.

30. Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

31. Signature Authority. The signatories hereto represent to each other that they have the full right, power, and authority and have been given any approvals necessary to enter into this Agreement to bind the respective parties for which they sign, and to perform their obligations hereunder, and that the consent of no other parties is needed to fully effectuate this Agreement.

ATTACHMENTS

32. This is a list of attachments and is included with this agreement and incorporated herein, as appropriate:

1. Attachment A: Chapter 381 Resolutions of the County;
2. Attachment B: Form Budget of Expenditures and Description of Intended Uses;
3. Attachment C: CRF Guidelines, Regulations (including statute, FAQs, and Guidance).

DENTON COUNTY, TEXAS

By: _____
Andy Eads, County Judge

Date

Attest:

County Clerk

TOWN OF SHADY SHORES, TEXAS

By: _____
Mayor or City Manager

Printed Name

Printed Title

Date

Attest:

City Secretary



AGENDA MEMORANDUM

DATE: June 22, 2020
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: Solicitors and Peddlers Ordinance- Consider and act on amending Section 4.02 of the Town of Shady Shoes Code of Ordinances. Consider and act on approval of a new Ordinance regulating solicitors and peddlers.

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Modifying Municipal Code Ordinance re Peddlers and Solicitors

REVIEWED BY:

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS MODIFYING SECTION 4.02 OF THE SHADY SHORES MUNICIPAL CODE REGARDING PEDDLERS AND SOLICITORS; REVISING PERMIT FEES AND TIMES OF LAWFUL SOLICITATION; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING A PENALTY CLAUSE OF \$500.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council has determined changes to Sec. 4.02 PEDDLERS AND SOLICITORS of the Shady Shores Municipal Code of Ordinances should be made.;

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

SECTION 1. Section 4.02.007 (B) entitled **Hours of operation; solicitation and distribution** is hereby amended to read as follows:

(B) Saturday and Sunday. Before 9:00 a.m. and after the earlier of dusk or 9:00 p.m.

SECTION 2. That portion of Sec. 4.02.044, entitled “ **Fees**” which reads as follows is deleted: “No fee shall be required of those persons engaging in interstate commerce.” and is replaced with the following: “A fee of \$25.00 per solicitor or peddler shall be required of those persons engaging in interstate commerce.”

SECTION 3. SAVINGS CLAUSE. That 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 Code of Ordinances as a whole.

SECTION 4. REPEALER CLAUSE. This Ordinance shall be cumulative of all provisions of ordinances of the Town except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5. PENALTY. Any person who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction may be punished by a fine not to exceed Five Hundred and no/100 Dollars (\$500.00), plus Court costs.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective upon publication of the caption as required by law.

PASSED AND APPROVED this _____ day of _____, 2020.

TOWN OF SHADY SHORES, TEXAS

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Secretary

APPROVED AS TO FORM:

James E. Shepherd, Town Attorney