SHADY SHORES TOWN COUNCIL
REGULAR SESSION
APRIL 12, 2021; 7:00 PM
VIRTUAL MEETING/PHYSICAL
101 S.SHADY SHORES ROAD
SHADY SHORES, TX 76208

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.

TO VIEW THE MEETING LIVE
https://shadyshorestx.civicclerk.com/

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

- Early Voting; April 19
- Election Day; May 1
- Shady Shores Show Off April 24

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.

1. Resolution- Consider and act on a resolution amending Resolution regarding the Town of Shady Shores particpation in LOGIC accounts.

2. Minutes- Consider and act on approval of the Minutes of the March 8, 2021 Town Council meeting.

3. Safebuilt Contract- Consider and act on approval of a contract with Safebuilt for septic inspection review.

4. Solid Waste Ordinance- Consider and act on approval of an Ordinance updating the current Solid Waste Ordinance (292-05-2016).

5. Interlocal Agreement Lake Dallas- Consider and act on approval of an interlocal agreement with the City of Lake Dallas regarding Crack Sealing for the Town of Shady Shores. Consider and act on approval of a Resolution Authorizing the Interlocal Agreement.

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

1. Auditor's Report- Consider and act on approval of the 2019-2020 Auditor's Report.

2. Lakeside Villas Development Agreement- Consider and act on an amendment to the Lakeside Villas Development Agreement.

3. Comprehensive Zoning Ordinance- Consider and act on approval of an Ordinance adding Planned Development to the Zoning Ordinance.

4. Olive's Branch/W Shady Shores Road Bid Package-Consider and act on approval of a bid package for the Olive's Branch W. Shady Shores Road project.

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

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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.

____

AGENDA MEMORANDUM

DATE: April 12, 2021

TO: Town Council

FROM: Wendy Withers, Town Administrator

SUBJECT: **Keep Shady Shores Beautiful**

BACKGROUND/INFORMATION:

Keep Shady Shores Beautiful met in a regular session on Monday April 5th. The Board continues to work on signage for city limits. Butterfly Garden and Planning; Review of the Town of Shady Shores Beautification Plan.

KSSB Members also worked with the Lake Cities Chamber and hosted and Easter Egg hunt at Town Hall on March 27th. The event was well attended and the committee is planning to host this event again.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Address	Notes	Code
Mar 31, 2021 4:57 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals.	Animal Control
Mar 22, 2021 1:34 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals.	Animal Control
Mar 20, 2021 4:35 PM 131 N Garza	we responded for a loose dog almost hit by the caller, we were unable to locate any loose dogs in the area upon arrival and patrol.	Animal Control
Mar 19, 2021 3:21 PM 20 terra evergreen	we responded for a loose dog in the area, we were unable to locate it upon arrival and patrol	Animal Control
Mar 16, 2021 4:30 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals.	Animal Control
Mar 12, 2021 12:41 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals.	Animal Control

Address	Notes	Code
Mar 5, 2021 4:16 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals.	Animal Control
Mar 3, 2021 1:17 PM n garza @ frances ct	we removed a large dead raccoon for this property	Animal Control

CORINTH POLICE DEPARTMENT
Shady Shores

February 2021 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	1
Motor Vehicle	1
Business / Construction	1
THEFT	
General / Shoplifting	0
Fraud ID Information	0
Fraud Obtain Unemployment Benefits	1
Other Offenses	0
ROBBERY	
Individual	0
Business	0
CRIMINAL MISCHIEF	
Vandalism / Graffiti	0
OTHER OFFENSES	
Other Offenses	1
ALCOHOL RELATED	
Driving While Intoxicated	2
Driving Under Influence - Minor	0
Public Intoxication	0
Other Alcohol Related	0
DRUG RELATED	
Possession of Drugs	0
Poss of Drug Paraphernalia	0
Manuf./ Delivery of Drugs	0
TOTAL REPORTED OFFENSES	7

ACTIVITIES

CALLS FOR SERVICE	
Total Calls for Service	62
COMMUNITY POLICING	
Vacation Watches	1
VIPS-Vacation Watches	0
VIPS-Special Patrol	5
Direct Patrol / Park and Walk	236
ARRESTS	
Juvenile	0
Adult	3
Total Arrests	3
INVESTIGATIONS	
New Cases	7
Cases Cleared	4
Cases Declared Inactive	0
Cases Filed	2
TRAFFIC ENFORCEMENT	
Total Citations	3
Warnings	12
Total Citations / Warnings	**15**
MOTOR VEHICLE ACCIDENTS	
Offense Related	0
Traffic Accidents - Injury	0
Traffic Accidents - No Injury	1
Total Accidents	**1**
FALSE ALARMS	
False Alarms	6
JUVENILE CURFEW ENFORCEMENT	
Citations	0
Arrests	0
OFFICER CONDUCT	
Commendations Received	2
Complaints Received	0
Complaints Substantiated/Sustained	1
Complaints Unsubstantiated / Not Sustained	0

DENTON COUNTY SHERIFFS OFFICE

Number of Events by Nature

Shady Shores February 2021

Nature	# Events
AGENCY ASSIST	2
ALARM	10
ALARM FIRE	2
ANIMAL COMPLAINT	1
BREATHING PROBLEMS	1
BURGLARY	2
CARBON MONOXIDE OR HAZMAT	2
CITIZEN ASSIST	11
CLOSE PATROL	16
CPS REFERRAL	2
CRIMINAL MISCHIEF	1
DIABETIC PROBLEMS	1
DISTURBANCE	1
DISTURBANCE DOMESTIC	1
FALLS	4
FIRE SMOKE INVESTIGATION	1
FIRE STRUCTURE	9
FOLLOW UP INVESTIGATION	1
FORGERY FRAUD	3
HANG UP 911	1
HARASSMENT	1
LOOSE LIVESTOCK	1
MEET COMPLAINANT	1
MISSING PERSON	1
ODOR INVESTIGATION	1
OPEN DOOR	3
OVERDOSE POISONING	2
SICK PERSON	5
SPECIAL PATROL	241

Nature	# Events
SUSP PERSON/VEHICLE/ACTIVITY	10
TRAFFIC	8
TRAFFIC COMPLAINT	1
TRAFFIC TRANSPORT INCIDENT	1
UNCONSCIOUS FAINTING	1
VACATION WATCH	1
VEHICLE COMPLAINT	2
WALK THRU	1
WATER MAIN BREAK	4
WELFARE CONCERN	5
Total	**362**

Lake Cities Fire Department

Shady Shores

January - December 31, 2021

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													0
Animal rescue													0
Arcing, shorted electrical equipment													0
Assist Police or other agency													0
Assist invalid		1											1
Authorized controlled burning	2	2	6										10
Brush or brush-and-grass mixture fire			1										1
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			2										2
Electrical wiring/equipment problem, Other													0
Elevator Rescue													0
Emergency medical service, other													0
EMS call, excluding vehicle accident with injury	7	12	8										27
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)		2	1										3
Good intent call, Other													0
Grass fire													0
HazMat release investigation w/no Hazmat													0
Hazardous Condition (No Fire)													0
Heat From Short Circuit													0
Lock-out													0
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		1											1
Outide 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													0
Public Education													0
Public service	2		1										3
Rescue or EMS Standby													0
Rescue, water													0
Search For lost Person			1										1
Service Call, Other													0
Severe weather or natural disaster, Other													0
Smoke detector activation, no fire	1		1										2
Smoke/Heat detector activation due to malfunction		5	1										6
Smoke from barbecue, tar kettle													0
Smoke or odor removal													0
Smoke scare, odor of smoke		1											1
Sprinkler activation, no fire													0
System malfunction, Other													0
Unauthorized burning													0
Unintentional transmission of alarm, Other													0
Water or steam leak		9											9
Total	**12**	**33**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**69**

Incident Date	Incident Number	NFIRS Number	Incident Type Code	Incident Type	District	Status
3/1/2021	21000865	0000869	554	Assist invalid	Denton County	1
3/1/2021	21000866	0000870	321	EMS call, excluding vehicle accident with injury	Denton County	1
3/1/2021	21000867	0000871	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/1/2021	21000868	0000872	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/1/2021	21000869	0000873	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/1/2021	21000870	0000874	113	Cooking fire, confined to container	Corinth	1
3/1/2021	21000871	0000875	412	Gas leak (natural gas or LPG)	Corinth	1
3/1/2021	21000872	0000876	321	EMS call, excluding vehicle accident with injury	Denton County	1
3/1/2021	21000873	0000877	424	Carbon monoxide incident	Corinth	1
3/2/2021	21000874	0000878	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/2/2021	21000875	0000879	611	Dispatched & canceled en route	Little Elm	1
3/2/2021	21000876	0000880	611	Dispatched & canceled en route	Corinth	1
3/2/2021	21000877	0000881	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/2/2021	21000878	0000882	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/2/2021	21000879	0000883	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/2/2021	21000880	0000884	631	Authorized controlled burning	Corinth	1
3/2/2021	21000881	0000885	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/2/2021	21000882	0000886	322	Motor vehicle accident with injuries	Corinth	1
3/2/2021	21000883	0000887	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/2/2021	21000884	0000888	611	Dispatched & canceled en route	Denton County	1
3/2/2021	21000885	0000889	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/2/2021	21000886	0000890	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/2/2021	21000887	0000891	412	Gas leak (natural gas or LPG)	Shady Shores	1
3/2/2021	21000888	0000892	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/2/2021	21000889	0000894	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/2/2021	21000890	0000893	321	EMS call, excluding vehicle accident with injury	Denton County	1
3/3/2021	21000891	0000895	745	Alarm system activation, no fire - unintentional	Corinth	1
3/3/2021	21000892	0000896	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/3/2021	21000893	0000897	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/3/2021	21000894	0000898	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/3/2021	21000895	0000899	321	EMS call, excluding vehicle accident with injury	Denton County	1
3/3/2021	21000896	0000902	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/3/2021	21000897	0000903	321	EMS call, excluding vehicle accident with injury	Shady Shores	1

3/3/2021	21000898	0000904	511	Lock-out	Hickory Creek	1
3/3/2021	21000899	0000905	161	Outside storage fire	Lake Dallas	1
3/3/2021	21000900	0000907	611	Dispatched & canceled en route	Shady Shores	1
3/3/2021	21000901	0000906	745	Alarm system activation, no fire - unintentional	Corinth	1
3/4/2021	21000902	0000908	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/4/2021	21000903	0000909	321	EMS call, excluding vehicle accident with injury	Denton County	1
3/4/2021	21000904	0000910	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/4/2021	21000905	0000911	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/4/2021	21000906	0000912	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/4/2021	21000907	0000913	324	Motor vehicle accident with no injuries.	Lake Dallas	1
3/4/2021	21000908	0000914	511	Lock-out	Corinth	1
3/4/2021	21000909	0000915	622	No incident found on arrival at dispatch address	Hickory Creek	1
3/5/2021	21000910	0000916	411	Gasoline or other flammable liquid spill	Corinth	1
3/5/2021	21000911	0000917	324	Motor vehicle accident with no injuries.	Lake Dallas	1
3/5/2021	21000912	0000918	631	Authorized controlled burning	Shady Shores	1
3/5/2021	21000913	0000919	622	No incident found on arrival at dispatch address	Corinth	1
3/5/2021	21000914	0000920	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/5/2021	21000915	0000921	554	Assist invalid	Lake Dallas	1
3/5/2021	21000916	0000922	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/5/2021	21000917	0000923	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/6/2021	21000918	0000924	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/6/2021	21000919	0000925	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/6/2021	21000920	0000926	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/6/2021	21000921	0000927	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/6/2021	21000922	0000928	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/6/2021	21000923	0000929	324	Motor vehicle accident with no injuries.	Hickory Creek	1
3/7/2021	21000924	0000930	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/7/2021	21000925	0000931	322	Motor vehicle accident with injuries	Denton	1
3/7/2021	21000926	0000932	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
3/7/2021	21000927	0000933	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/7/2021	21000928	0000934	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/7/2021	21000929	0000935	735	Alarm system sounded due to malfunction	Corinth	1
3/8/2021	21000930	0000936	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/8/2021	21000931	0000937	111	Building fire	Shady Shores	1
3/8/2021	21000932	0000938	321	EMS call, excluding vehicle accident with injury	Corinth	1

3/8/2021	21000933	0000939	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/8/2021	21000934	0000940	553	Public service	Corinth	1
3/8/2021	21000935	0000941	322	Motor vehicle accident with injuries	Corinth	1
3/8/2021	21000936	0000942	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/8/2021	21000937	0000943	571	Cover assignment, standby, moveup	Denton	1
3/8/2021	21000938	0000944	511	Lock-out	Lake Dallas	1
3/8/2021	21000939	0000945	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/8/2021	21000940	0000946	611	Dispatched & canceled en route	Lake Dallas	1
3/8/2021	21000941	0000947	611	Dispatched & canceled en route	Corinth	1
3/8/2021	21000942	0000948	553	Public service	Lake Dallas	1
3/8/2021	21000943	0000949	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/8/2021	21000944	0000950	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/8/2021	21000945	0000951	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/9/2021	21000946	0000952	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/9/2021	21000947	0000953	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/9/2021	21000948	0000954	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/9/2021	21000949	0000955	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/9/2021	21000950	0000956	522	Water or steam leak	Corinth	1
3/9/2021	21000951	0000957	324	Motor vehicle accident with no injuries.	Corinth	1
3/9/2021	21000952	0000958	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/10/2021	21000953	0000959	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/10/2021	21000954	0000960	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/10/2021	21000955	0000961	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/10/2021	21000956	0000962	631	Authorized controlled burning	Shady Shores	1
3/10/2021	21000957	0000963	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/10/2021	21000958	0000964	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/10/2021	21000959	0000965	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/10/2021	21000960	0000966	731	Sprinkler activation due to malfunction	Corinth	1
3/10/2021	21000961	0000967	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/10/2021	21000962	0000968	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/10/2021	21000963	0000969	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/11/2021	21000964	0000970	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/11/2021	21000965	0000971	745	Alarm system activation, no fire - unintentional	Corinth	1
3/11/2021	21000966	0000972	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/11/2021	21000967	0000973	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/11/2021	21000968	0000974	321	EMS call, excluding vehicle accident with injury	Corinth	1

3/11/2021	21000969	0000975	733	Smoke detector activation due to malfunction	Shady Shores	1
3/11/2021	21000970	0000976	745	Alarm system activation, no fire - unintentional	Lake Dallas	1
3/11/2021	21000971	0000977	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/11/2021	21000972	0000978	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
3/11/2021	21000973	0000979	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/11/2021	21000974	0000980	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/11/2021	21000975	0000981	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
3/11/2021	21000976	0000982	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/12/2021	21000977	0000983	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/12/2021	21000978	0000984	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
3/12/2021	21000979	0000985	324	Motor vehicle accident with no injuries.	Lake Dallas	1
3/12/2021	21000980	0000986	631	Authorized controlled burning	Corinth	1
3/12/2021	21000981	0000987	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/12/2021	21000982	0000988	341	Search for person on land	Shady Shores	1
3/13/2021	21000983	0000989	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/13/2021	21000984	0000990	324	Motor vehicle accident with no injuries.	Lake Dallas	1
3/13/2021	21000985	0000991	554	Assist invalid	Lake Dallas	1
3/13/2021	21000986	0000992	324	Motor vehicle accident with no injuries.	Lake Dallas	1
3/13/2021	21000987	0000993	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/13/2021	21000988	0000994	522	Water or steam leak	Lake Dallas	1
3/13/2021	21000989	0000995	631	Authorized controlled burning	Shady Shores	1
3/13/2021	21000990	0000996	143	Grass fire	Hickory Creek	1
3/13/2021	21000991	0000997	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/13/2021	21000992	0000998	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/13/2021	21000993	0000999	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/13/2021	21000994	0001000	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/14/2021	21000995	0001001	611	Dispatched & canceled en route	Little Elm	1
3/14/2021	21000996	0001002	324	Motor vehicle accident with no injuries.	Corinth	1
3/14/2021	21000997	0001003	733	Smoke detector activation due to malfunction	Corinth	1
3/14/2021	21000998	0001004	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/14/2021	21000999	0001005	611	Dispatched & canceled en route	Shady Shores	1
3/14/2021	21001000	0001006	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/14/2021	21001001	0001007	112	Fires in structure other than in a building	Lake Dallas	1
3/14/2021	21001002	0001008	412	Gas leak (natural gas or LPG)	Corinth	1
3/14/2021	21001003	0001009	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/15/2021	21001004	0001010	321	EMS call, excluding vehicle accident with injury	Denton County	1

3/15/2021	21001005	0001011	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/15/2021	21001006	0001012	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
3/15/2021	21001007	0001013	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/15/2021	21001008	0001014	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/15/2021	21001009	0001015	554	Assist invalid	Corinth	1
3/15/2021	21001010	0001016	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/15/2021	21001011	0001017	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/15/2021	21001012	0001018	554	Assist invalid	Lake Dallas	1
3/15/2021	21001013	0001019	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/15/2021	21001014	0001020	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/15/2021	21001015	0001021	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/16/2021	21001016	0001022	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/16/2021	21001017	0001023	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/16/2021	21001018	0001024	745	Alarm system activation, no fire - unintentional	Corinth	1
3/16/2021	21001019	0001025	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/16/2021	21001020	0001026	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/16/2021	21001021	0001027	622	No incident found on arrival at dispatch address	Corinth	1
3/16/2021	21001022	0001028	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/17/2021	21001023	0001029	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/17/2021	21001024	0001030	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/17/2021	21001025	0001032	631	Authorized controlled burning	Shady Shores	1
3/17/2021	21001026	0001031	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/17/2021	21001027	0001033	745	Alarm system activation, no fire - unintentional	Corinth	1
3/17/2021	21001028	0001034	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/18/2021	21001029	0001035	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/18/2021	21001030	0001036	745	Alarm system activation, no fire - unintentional	Corinth	1
3/18/2021	21001031	0001037	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/18/2021	21001032	0001038	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/18/2021	21001033	0001039	622	No incident found on arrival at dispatch address	Corinth	1
3/18/2021	21001034	0001040	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/18/2021	21001035	0001041	554	Assist invalid	Corinth	1
3/18/2021	21001036	0001042	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/18/2021	21001037	0001043	511	Lock-out	Corinth	1

3/18/2021	21001038	0001044	743	Smoke detector activation, no fire - unintentional	Corinth	1
3/18/2021	21001039	0001045	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/18/2021	21001040	0001046	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/18/2021	21001041	0001047	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/18/2021	21001042	0001048	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/18/2021	21001043	0001049	142	Brush or brush-and-grass mixture fire	Shady Shores	1
3/18/2021	21001044	0001050	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/19/2021	21001045	0001051	551	Assist police or other governmental agency	Lake Dallas	1
3/19/2021	21001046	0001052	154	Dumpster or other outside trash receptacle fire	Corinth	1
3/19/2021	21001047	0001053	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/19/2021	21001048	0001054	522	Water or steam leak	Lake Dallas	1
3/19/2021	21001049	0001055	552	Police matter	Lake Dallas	1
3/19/2021	21001050	0001056	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/19/2021	21001051	0001057	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/19/2021	21001052	0001058	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/19/2021	21001053	0001059	911	Citizen complaint	Lake Dallas	1
3/19/2021	21001055	0001060	611	Dispatched & canceled en route	Little Elm	1
3/19/2021	21001056	0001061	700	False alarm or false call, other	Hickory Creek	1
3/19/2021	21001057	0001062	554	Assist invalid	Corinth	1
3/19/2021	21001058	0001063	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/20/2021	21001059	0001064	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/20/2021	21001060	0001065	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/20/2021	21001061	0001066	611	Dispatched & canceled en route	Corinth	1
3/20/2021	21001062	0001067	323	Motor vehicle/pedestrian accident (MV Ped)	Lake Dallas	1
3/20/2021	21001063	0001068	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/20/2021	21001064	0001069	142	Brush or brush-and-grass mixture fire	Hickory Creek	1
3/21/2021	21001065	0001070	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/21/2021	21001066	0001071	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/21/2021	21001067	0001072	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/21/2021	21001068	0001073	400	Hazardous condition, other	Corinth	1
3/21/2021	21001069	0001074	651	Smoke scare, odor of smoke	Hickory Creek	1
3/21/2021	21001070	0001075	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/21/2021	21001071	0001076	561	Unauthorized burning	Hickory Creek	1
3/22/2021	21001072	0001077	324	Motor vehicle accident with no injuries.	Corinth	1
3/22/2021	21001073	0001078	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/22/2021	21001074	0001079	324	Motor vehicle accident with no injuries.	Corinth	1

3/22/2021	21001075	0001080	743	Smoke detector activation, no fire - unintentional	Shady Shores	1
3/22/2021	21001076	0001081	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/22/2021	21001077	0001082	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/22/2021	21001078	0001083	322	Motor vehicle accident with injuries	Corinth	1
3/23/2021	21001079	0001084	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/23/2021	21001080	0001085	631	Authorized controlled burning	Shady Shores	1
3/23/2021	21001081	0001086	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/23/2021	21001082	0001087	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/23/2021	21001083	0001088	631	Authorized controlled burning	Hickory Creek	1
3/23/2021	21001084	0001089	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/24/2021	21001085	0001090	735	Alarm system sounded due to malfunction	Corinth	1
3/24/2021	21001086	0001091	631	Authorized controlled burning	Hickory Creek	1
3/24/2021	21001087	0001092	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/24/2021	21001088	0001093	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/24/2021	21001089	0001094	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/24/2021	21001090	0001095	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/24/2021	21001091	0001096	324	Motor vehicle accident with no injuries.	Denton County	1
3/24/2021	21001092	0001097	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/24/2021	21001093	0001098	611	Dispatched & canceled en route	Little Elm	1
3/24/2021	21001094	0001099	571	Cover assignment, standby, moveup	Little Elm	1
3/24/2021	21001095	0001100	554	Assist invalid	Corinth	1
3/24/2021	21001096	0001101	440	Electrical wiring/equipment problem, other	Little Elm	1
3/25/2021	21001097	0001102	162	Outside equipment fire	Corinth	1
3/25/2021	21001098	0001103	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/25/2021	21001099	0001104	745	Alarm system activation, no fire - unintentional	Hickory Creek	1
3/25/2021	21001100	0001105	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/25/2021	21001101	0001106	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
3/25/2021	21001102	0001107	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/25/2021	21001103	0001108	322	Motor vehicle accident with injuries	Lake Dallas	1
3/25/2021	21001104	0001109	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/25/2021	21001105	0001110	322	Motor vehicle accident with injuries	Corinth	1
3/25/2021	21001106	0001111	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/25/2021	21001107	0001112	542	Animal rescue	Lake Dallas	1
3/25/2021	21001108	0001113	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/26/2021	21001109	0001114	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1

3/26/2021	21001110	0001115	322	Motor vehicle accident with injuries	Denton County	1
3/26/2021	21001111	0001116	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/26/2021	21001112	0001117	553	Public service	Shady Shores	1
3/26/2021	21001113	0001118	131	Passenger vehicle fire	Corinth	1
3/26/2021	21001114	0001119	511	Lock-out	Lake Dallas	1
3/26/2021	21001115	0001120	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/26/2021	21001116	0001121	324	Motor vehicle accident with no injuries.	Corinth	1
3/27/2021	21001117	0001122	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/27/2021	21001118	0001123	322	Motor vehicle accident with injuries	Corinth	1
3/27/2021	21001119	0001124	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/27/2021	21001120	0001125	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/27/2021	21001121	0001126	520	Water problem, other	Corinth	1
3/27/2021	21001122	0001127	130	Mobile property (vehicle) fire, other	Denton County	1
3/27/2021	21001123	0001128	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/27/2021	21001124	0001129	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/27/2021	21001125	0001130	743	Smoke detector activation, no fire - unintentional	Hickory Creek	1
3/27/2021	21001126	0001131	542	Animal rescue	Corinth	1
3/27/2021	21001127	0001132	611	Dispatched & canceled en route	Corinth	1
3/27/2021	21001128	0001133	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/28/2021	21001129	0001134	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/28/2021	21001130	0001135	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/28/2021	21001131	0001136	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/28/2021	21001132	0001137	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/28/2021	21001133	0001138	622	No incident found on arrival at dispatch address	Corinth	1
3/28/2021	21001134	0001139	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/28/2021	21001135	0001140	745	Alarm system activation, no fire - unintentional	Shady Shores	1
3/28/2021	21001136	0001141	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/28/2021	21001137	0001142	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/28/2021	21001138	0001143	554	Assist invalid	Corinth	1
3/28/2021	21001139	0001144	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/29/2021	21001140	0001145	554	Assist invalid	Corinth	1
3/29/2021	21001141	0001146	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/29/2021	21001142	0001147	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/29/2021	21001143	0001148	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/29/2021	21001144	0001149	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/29/2021	21001145	0001150	321	EMS call, excluding vehicle accident with injury	Corinth	1

3/29/2021	21001146	0001151	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/30/2021	21001147	0001152	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/30/2021	21001148	0001153	622	No incident found on arrival at dispatch address	Lake Dallas	1
3/30/2021	21001149	0001154	324	Motor vehicle accident with no injuries.	Corinth	1
3/30/2021	21001150	0001155	554	Assist invalid	Corinth	1
3/30/2021	21001151	0001156	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/30/2021	21001152	0001157	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/30/2021	21001153	0001158	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/30/2021	21001154	0001159	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/30/2021	21001155	0001160	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/30/2021	21001156	0001161	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/30/2021	21001157	0001162	324	Motor vehicle accident with no injuries.	Lake Dallas	1
3/30/2021	21001158	0001163	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
3/30/2021	21001159	0001165	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/30/2021	21001160	0001164	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/31/2021	21001161	0001166	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/31/2021	21001162	0001167	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/31/2021	21001163	0001168	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/31/2021	21001164	0001169	631	Authorized controlled burning	Shady Shores	1
3/31/2021	21001165	0001170	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/31/2021	21001166	0001171	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/31/2021	21001167	0001172	542	Animal rescue	Lake Dallas	1
3/31/2021	21001168	0001173	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/31/2021	21001169	0001174	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
3/31/2021	21001170	0001176	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
3/31/2021	21001171	0001175	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/31/2021	21001172	0001177	571	Cover assignment, standby, moveup	Little Elm	1
3/31/2021	21001173	0001178	611	Dispatched & canceled en route	Little Elm	1
3/31/2021	21001174	0001179	321	EMS call, excluding vehicle accident with injury	Corinth	1
3/31/2021	21001175	0001180	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1

Alarm Date between 2021-03-01 and 2021-04-01

Total Calls by District

District	2021-03-01	Total
Denton County	11	11
Corinth	155	155
Hickory Creek	34	34
Little Elm	8	8
Lake Dallas	76	76
Shady Shores	24	24
Denton	2	2
Total	310	310

AGENDA MEMORANDUM

DATE: April 12, 2021

TO: Town Council

FROM: Wendy Withers, Town Administrator

SUBJECT: **Staff Report**

BACKGROUND/INFORMATION:
MARCH 2021 STAFF REPORT

FACEBOOK	
Town of Shady Shores	971 (+)
Keep Shady Shores Beautiful	209 (+)
TOWN OF SHADY SHORES WEBSITE	
Page Views	3614
E-Blast Subscribers	433 (+)
BUILDING PERMITS ISSUED	
March 2021	33

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:
- Broadband Project
- Elections Preparations
- Audit Report
- Review of Job Descriptions
- Various Meetings; Council, Planning and Zoning; Residents; County

UPCOMING EVENTS

-Early Voting begins April 19, 2021
-Election Day May 1

-

ATTACHMENTS/SUPPORTING DOCUMENTATION:
1. March 2021 Permits Issued

REVIEWED BY:

PermitReport

Permit #	Property	Permit Type	Applied Date	Estimated Value
21-00040-01	621 Lyon Crest Drive	New Residence Permit	3/3/2021	$682,950.00
21-00041-01	103 Cielo Lane	Flatwork Permit	3/3/2021	
21-00042-01	21 Terra Evergreen Drive	Swimming Pool Permit	3/3/2021	
21-00043-01	912 Lincolnshire Drive	Flatwork Permit	3/4/2021	
21-00044-01	604 Stonehollow Drive	Water Heater Permit	3/4/2021	
21-00045-01	408 Ambergate Drive	Water Heater Permit	3/4/2021	
21-00046-01	112 Lakeshore Road	Plumbing Permit	3/8/2021	
21-00047-01	160 Hidden Valley Airpark	Water Heater Permit	3/8/2021	
21-00048-01	701 Paradise Cove	Plumbing Permit	3/10/2021	
21-00049-01	112 Lakeshore Road	Electrical Permit	3/11/2021	
21-00050-01	323 Berry Lane	Fence Permit	3/15/2021	
21-00051-01	500 Cove Drive	Fence Permit	3/15/2021	
21-00052-01	601 Ambergate Drive	Fence Permit	3/15/2021	
21-00053-01	202 Pecan Court	Water Heater Permit	3/17/2021	
21-00054-01	311 Lakeshore Road	Roof Permit	3/19/2021	
21-00055-01	420 Fritz Lane	Swimming Pool Permit	3/22/2021	
21-00056-01	317 Oakwood Circle	Remodel and Addition Permit	3/22/2021	
21-00057-01	157 Chaparral Drive	Water Heater Permit	3/22/2021	
21-00058-01	114 Waterwood Circle	Electrical Permit	3/23/2021	
21-00059-01	120 Sunset Circle Shady Shores	Fence Permit	3/24/2021	
21-00060-01	813 Tennington Lane	Fence Permit	3/24/2021	
21-00061-01	405 Ambergate Drive	New Residence Permit	3/26/2021	$645,950.00
21-00062-01	612 Lyon Crest Drive	Sprinkler Permit	3/30/2021	
21-00063-01	513 Ambergate Drive	Fence Permit	3/30/2021	
21-00064-01	113 Cielo Lane	Electrical Permit	3/30/2021	
21-00065-01	82 Hidden Valley Airpark	Water Heater Permit	3/30/2021	
21-00066-01	120 N Garza Road Unit A	Remodel and Addition Permit	3/30/2021	
21-00067-01	809 Tennington	Fence Permit	3/31/2021	
21-00068-01	624 Lyon Crest Drive	New Residence Permit	3/31/2021	$510,950.00
21-00069-01	500 Lyon Crest Drive	New Residence Permit	3/31/2021	$513,950.00
21-00070-01	404 Ambergate Drive	New Residence Permit	3/31/2021	$513,950.00
21-00071-01	720 Paradise Cove	Water Heater Permit	3/31/2021	
21-00072-01	720 Paradise Cove	HVAC Permit	3/31/2021	

AGENDA MEMORANDUM

DATE: April 12, 2021

TO: Town Council

FROM: Wendy Withers, Town Administrator

SUBJECT: **Resolution- Consider and act on a resolution amending Resolution regarding the Town of Shady Shores particpation in LOGIC accounts.**

BACKGROUND/INFORMATION:

The Town of Shady Shores previously approved a resolution authorizing us to participate in LOGIC Investment Pool. The attached resolution amends the authorized signatories on the account.

Participation in an Investment pools such as LOGIC is authorized by the Local Government Code.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. LOGIC Amending Resolution_04.12.2021

REVIEWED BY:

RESOLUTION CHANGING AUTHORIZED REPRESENTATIVES FOR LOCAL GOVERNMENT INVESTMENT COOPERATIVE

WHEREAS, Shad Shores ____
(the "Government Entity") by authority of that certain Local Government Investment Cooperative Resolution _____________ (the "Resolution") entered into that certain Interlocal Agreement, as amended pursuant to its terms and subsequently designated Participation Agreement and Trust Instrument (the "Agreement") and has become a participant in the public funds investment pool created thereunder known as Local Government Investment Cooperative ("LOGIC");

WHEREAS, the Resolution designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: deposit money to and withdraw money from the Government Entity's LOGIC account or accounts from time to time in accordance with the Agreement and the Information Statement describing the Agreement and to take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity in LOGIC:

1. Name: Cindy Aughinbaugh Title: Mayor
   Signature: ______________________ Phone: 940.498.0044
   Email: cindy.aughinbaugh@shady-shores.com
2. Name: Tom Newell Title: Mayor Pro Tem
   Signature: ______________________ Phone: 940.498.0044
   Email: tom.newell@shady-shores.com
3. Name: Jack Nelson Title: Councilmember
   Signature: ______________________ Phone: 940.498.0044
   Email: jack.nelson@shady-shores.com
4. Name: Charles Grimes Title: Councilmember
   Signature: ______________________ Phone: 940.498.0044
   Email: charles.grimes@shady-shores.com

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements

Name: Cindy Aughinbaugh, Mayor

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (***not listed above***) is designated as an ***Inquiry Only*** Representative authorized to obtain account information:

Name: Wendy Withers Title: Town Administrator

Signature: ______________________________ Phone: 940.498.0044

Email: wendy.withers@shady-shores.com

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

The foregoing supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement pursuant to paragraph 4 of the Resolution. Except as hereby modified, the Resolution shall remain in full force and effect.

PASSED AND APPROVED this _____ day of _________________, 20_____.

OFFICIAL SEAL OF PARTICIPANT (REQUIRED)

Town of Shady Shores

(NAME OF ENTITY/APPLICANT)

SIGNED BY: ____

(Signature of official)

Cindy Aughinbaugh, Mayor

(Printed name and title)

ATTESTED BY: ____

(Signature of official)

Wendy Withers, Town Administrator/Secretary

(Printed name and title)

TOWN OF SHADY SHORES
SHADY SHORES TOWN COUNCIL
REGULAR SESSION
MARCH 8, 2021; 7:00 PM
VIRTUAL MEETING
SHADY SHORES COMMUNITY CENTER
101 S. SHADY SHORES ROAD
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 898 6228 1580**.**

MINUTES

Cindy Aughinbaugh	Mayor	Present (virtual)
Tom Newell	Mayor Pro-Tem	Present (virtual)
Matthew Haines	Councilmember	Present (virtual)
Charles Grimes	Councilmember	Present (virtual)
Jack Nelson	Councilmember	Present (virtual)
Mike Nowels	Councilmember	Present

STAFF PRESENT: Wendy Withers, Town administrator; Amber Schuler, Municipal Court Administrator, Jim Shepherd, Town Attorney (virtual); David Francis, Binkley & Barfield (virtual)

MEETING LOG IN DIRECTIONS

1. Topic: Shady Shores Town Council Meeting
Time: Mar 8, 2021 07:00 PM Central Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/89862281580?pwd=US9SVUJJaXNjQ0paODhwd0JBZEduZz09

Meeting ID: 898 6228 1580
Passcode: 966760
One tap mobile
+13462487799,,89862281580#,,,,*966760# US (Houston)
+12532158782,,89862281580#,,,,*966760# US (Tacoma)

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.)

Councilmember Mike Nowels led the Pledges of Allegiance to the US Flag and the Texas Flag.

PROCLAMATIONS, PRESENTATIONS AND AWARDS

COUNCILMEMBER/COMMITTEE/STAFF REPORTS:

1. Keep Shady Shores Beautiful

   Keep Shady Shores Beautiful Chairman Nathan Abato was present to announce that Shady Shores has received its designation as a Tree City. In addition, the board has also received a grant that will pay for the plants that will be placed in the proposed Butterfly Garden.

2. Planning and Zoning Commission Report

   Allen Lea gave the Planning and Zoning Commission report, stating that the board recommended approval of the two zoning change requests that would be coming for the council and had also worked on updates to the thoroughfare plan.

3. Animal Control

   Councilmember Charles Grimes gave the Animal Control Report.

4. Code Enforcement

   Councilmember Charles Grimes gave the Code Enforcement report.

5. Police Department

   Councilmember Matthew Haines gave the January 2021 Police Report.

6. Fire Department

   Mayor Pro Tem Tom Newell gave the February 2021 Fire Department Report.

7. Mayors Report

   Mayor Aughinbaugh stated that she would be issuing an emergency order to allow temporary living quarters for a resident who had extreme damage to his home during the Winter Storm Event of February 15-19th 2021.

8. Staff Report

   Town Administrator Wendy Withers gave the staff report as well as a debriefing about the Winter Storm Event. Councilmembers discussed ways to be better prepared in the event of loss of power occurs again for an extended time.

9. Roads, Drainage, Capital Improvements

   Councilmember Mike Nowels gave a regarding roads, drainage, and other capital improvements in the Town topics of discussion included improvements to Dobbs Road, S. Shady Shores Bridge Project and a recent meeting with Commissioner Ryan Williams. David Francis with Brinkley &Barfield was present to give updates relative to the Olive's branch drainage project, the Shahan drainage study and Adkisson Ranch.

10. Announcements

-Town Hall Closed 4/2

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.

Tom Newell made a motion to approve the items on the consent agenda with changes to the minutes (removing references to Councilmember Charles Grimes as he was unable to attend the meeting). Charles Grimes seconded the motion.

Discussion: None

Ayes: Grimes, Haines, Nelson, Newell, Nowels

Nays: None

The motion passed unanimously.

1. Minutes- Consider and act on approval of the minutes of the February 8, 2021 Town Council meeting.

2. Election Contract- Consider and act on approval of a contract with Denton County Elections office to hold the 2021 General Election of City Officials.

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.

Lynn Grimes 112 Lakeshore thanked the Mayor and staff for their communication efforts during the Winter Storm Event.

REGULAR AGENDA ITEMS

1. Public Hearing Borden- Conduct a public hearing relative to a request made by John Borden for a Zoning Change from R-2000 to H-1200-4300 and a replat, for the property more legally known as Lot 8 Block B, Lots 12 & 13 Block A in the JW Franck's Camp Addition in the B. Eaves Survey A-388, (547 and 548 Laura).

A) Open Public Hearing
B) Applicant
C) Those in Favor of the request
D) Those in Opposition to the request
E) Rebuttal if desired

Mayor Aughinbaugh opened the Public hearing at 7:38 pm

There was no one present to speak in favor, however Town Administrator stated that she had received an email from Luanne Monti supporting the request.

No one spoke in opposition to the request.

Mayor Aughinbaugh closed the public hearing at 7:39 pm

2. Action Regarding Public Hearing- Consider and act on recommendation of a request for a zoning change from R-2000 to H-1200-4300 for the property more legally known as Lot 8 Block B, Lots 12 & 13 Block A in the JW Franck's Camp Addition in the B. Eaves Survey A-388, (547 and 548 Laura).

Charles Grimes made a motion to approve the request for a zoning change from R-2000 to H-1200-4300. Jack Nelson seconded the motion.

Discussed: None

Ayes: Grimes, Haines, Nelson, Newell, Nowels

Nays: None

The motion passed unanimously.

3. Public Hearing- conduct a public hearing relative to a request made by Chase and Kristen Folks for a Zoning Change from R-2000 to H-1200-4300, for the property more legally known as 301 E 7th Street.

A) Open Public Hearing
B) Applicant
C) Those in Favor of the Request
D) Those in Opposition to the Request
E) Rebuttal, if desired
F) Close Public Hearing

Mayor Aughinbaugh opened the Public Hearing at 7:41 pm
There was no one signed up to speak in favor of the request.
There was no one signed up to speak in opposition to the request.
Mayor Aughinbaugh closed the Public Hearing at 7:42 pm.

4. Action Regarding Public Hearing (301 E. 7th Street) - Consider and act on recommendation of a request for a zoning change from R-2000 to H-1200-4300 for the property more legally known as 301 E. 7th Street.

Tom Newell made a motion to approve the zoning change request from R-2000 to H-1200-4300. Mike Nowels seconded the motion.
Discussion: None
Ayes: Grimes, Haines, Newell, Nowels, Nelson
Nays: None
The motion passed unanimously.

5. Solid Waste Contract- Consider and act on approval of a contract with Republic Services for the collection of solid waste and recycling in the Town of Shady Shores.

Tom Newell made a motion to approve the contract for Solid Waste services with Republic Services. Jack Nelson seconded the motion.
Discussion: Councilmember Mike Nowels wanted the council to be aware that unless we actively terminated the contract, it would automatically renew at the end of five (5) years.
Ayes: Grimes, Haines, Nowels, Newell, Nelson
Nays: None
The motion passed unanimously.

6. Council Liaisons- Consider and act on appointing Councilmembers to serve as liaisons for services and committees.

Councilmember Matthew Haines stated he would need to step back from some of his duties due to time constraints. Councilmember Haines currently services as the Police Liaison and on the Investment Committee.

Councilmember Mike Nowels will serve on the Investment Committee
Mayor Pro Tem Tom Newell will serve as the Police Department liaison.
Councilmember Jack Nelson will serve as the Fire Department Liaison.

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.

1. Executive session. 552.071 Confidential legal advice regarding the development of 120 Garza Road and the legal options available.

Mike Nowels made a motion to adjourn to Executive Session at 7:55 pm. Tom Newell seconded the motion.
Discussion: None
Ayes: Grimes, Haines, Nowels, Newell, Nelson
Nays: None
The motion passed unanimously.

Mike Nowels made a motion to reconvene into Open Session. Tom Newell seconded the motion.
Discussion: None
Ayes: Grimes, Haines, Nelson, Nowels, Newell
Nays: None
The motion passed unanimously, and the Council reconvened into Open Session at 8:21 pm.

ACTION REGARDING EXECUTIVE SESSION

1. Consider and act on Executive Session items.

There was no action to take as a result of Executive Session.

FUTURE AGENDA ITEMS AND STAFF DIRECTION

ADJOURN

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

PASSED AND APPROVED THIS THE ___________ DAY OF _________________________, 2021.

APPROVED:

____
Cindy Aughinbaugh, Mayor

ATTEST:

____
Wendy Withers, Town Administrator/Secretary

AGENDA MEMORANDUM

DATE: April 12, 2021

TO: Town Council

FROM: Wendy Withers, Town Administrator

SUBJECT: **Safebuilt Contract- Consider and act on approval of a contract with Safebuilt for septic inspection review.**

BACKGROUND/INFORMATION:

The Town currently has a contract with Countywide Inspections for the issuance and inspection of OSSF (septic) systems. SAFEbuilt has purchased the company and has asked for a new contract.

FINANCIAL IMPLICATIONS:

The proposed contract reflects a $25 increase in review of new permits bringing the cost from $350 to $375. This would be for new septic installations or total redisgn of systems only.

RECOMMENDATION/ACTION DESIRED:

Approve the contract as presented.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Shady Shores TX (Town) PSA DRAFT 03.25.21VR1

REVIEWED BY:

PROFESSIONAL SERVICES AGREEMENT BETWEEN TOWN OF SHADY SHORES, TEXAS AND SAFEbuilt TEXAS, LLC

This Professional Services Agreement ("Agreement") is made and entered into by and between Town of Shady Shores, Texas, ("Municipality") and SAFEbuilt Texas, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit B, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit B and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently; Agreement shall automatically renew for twelve (12) month terms, unless prior written notification is delivered to either Party no less than thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. <u>LIMITS OF LIABILITY</u>

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES. LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. <u>INSURANCE</u>

A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality.

B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars ($1,000,000) bodily injury each accident, one million dollars ($1,000,000) bodily injury by disease – policy limit, and one million dollars ($1,000,000) bodily injury by disease – each employee.

C. Commercial general liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.

D. Professional liability insurance with minimum limits of one million dollars ($1,000,000) each claim and two million dollars ($2,000,000) general aggregate.

E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than $1,000,000 combined single limit each accident.

F. Municipality shall be named as an additional insured on Consultant's insurance coverage.

G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. <u>THIRD PARTY RELIANCE</u>

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS
Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS
Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY
Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL
Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE
Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available

to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the “ADA”), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS
Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT’S EMPLOYEES
During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement (“Service Providers”), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant’s trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee’s annual salary including bonus.

23. NOTICES
Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Cindy Aughinbaugh, Mayor Town of Shady Shores 101 South Shady Shores Shady Shores, Texas 76450 Email: cindy.aughinbaugh@shady-shores.com	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: jderosa@safebuilt.com

24. FORCE MAJEURE
Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION
In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES
In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE
The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL
Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended.

29. GOVERNING LAW AND VENUE
The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Texas, without regards to its conflict of interest provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS
This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS
Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER
Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT
This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

_______________________________ _____________________

Thomas P. Wilkas, CFO Date
SAFEbuilt Texas, LLC

_______________________________ _____________________

Signature Date
Town of Shady Shores, Texas

____

Name and Title
Town of Shady Shores, Texas

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EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

   OSSF Plan Review and Inspection Services
   - ✓ Perform OSSF plan review and inspection to determine that construction complies with approved plans
   - ✓ Meet or exceed agreed upon performance metrics
   - ✓ Return calls and emails from permit holders in reference to code and inspection concerns
   - ✓ Identify and document any areas of non-compliance
   - ✓ Discuss results with site personnel

2. TIME OF PERFORMANCE
   - ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
   - ✓ Services will be performed on an as-requested basis
   - ✓ Consultants representative(s) will be available by cell phone and email

Deliverables			
INSPECTION SERVICES	Perform inspection requests received prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment upon request		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	Project Type: ✓ OSSF within	First Comments 7 business days	Second Comments 5 business days or less

3. FEE SCHEDULE
   - ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
OSSF Plan Review and Inspection	$375.00 per OSSF permit issued
OSSF Complaint Investigation	$55.00 per site visit

EXHIBIT B – MUNICIPAL SPECIFIED OR SAFEBUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.

2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements.
   Municipality will provide the following information to Consultant.
   - ✓ Municipal technology point of contact information including name, title, email and phone number
   - ✓ List of technology services, devices and software that the Municipality will provide may include:
       - Client network access
       - Internet access
       - Proprietary or commercial software and access
       - Computer workstations/laptops
       - Mobile devices
       - Printers/printing services
       - Data access
       - List of reports and outputs

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AGENDA MEMORANDUM

DATE: April 12, 2021

TO: Town Council

FROM: Wendy Withers, Town Administrator

SUBJECT: **Solid Waste Ordinance- Consider and act on approval of an Ordinance updating the current Solid Waste Ordinance (292-05-2016).**

BACKGROUND/INFORMATION:

An Ordinance Of The Town Of Shady Shores, Texas, Amending The Municipal Code Of The Town Of Shady Shores, By Amending Article 13.01.002 Regarding Regulation Of Requirments Of The Solid Waste Service, Including Required Accounts For And Payment Of Costs And Fees Of The Service By All Owners Or Residents Of Occupied Properties In The Town.

This ordianance clarifies the requirements for residents requiring all residents within the Town of Shady Shores to maintain a solid waste account.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

Approve the Ordinance as Presented.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Solid waste removal cust. accts. 3.16.21 (1)

REVIEWED BY:

-

ORDINANCE NO. _______________

(Revision of Article 13.01.002 of the Municipal Code, Regarding Solid Waste Removal Service)

AN ORDINANCE OF THE TOWN OF SHADY SHORES, TEXAS, AMENDING THE MUNICIPAL CODE OF THE TOWN OF SHADY SHORES, BY AMENDING ARTICLE 13.01.002 REGARDING REGULATION OF REQUIRMENTS OF THE SOLID WASTE SERVICE, INCLUDING REQUIRED ACCOUNTS FOR AND PAYMENT OF COSTS AND FEES OF THE SERVICE BY ALL OWNERS OR RESIDENTS OF OCCUPIED PROPERTIES IN THE TOWN; 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 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; and

WHEREAS, the health safety and welfare of the citizens of the Town of Shady Shores requires and efficient and comprehensive system of solid waste removal in the Town, delivered at a reasonable cost as approved by the Town Council, and

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

SECTION 1*. THIS ORDINANCE AMENDS THE PROVISIONS OF THE SHADY SHORES MUNICIPAL CODE OF ORDINANCES BY AMENDING ARTICLE 13.01.002 AS SET FORTH BELOW***:**

"Sec. 13.01.002 Solid waste removal service

A. All property owners and/or residents of residential, governmental, and/or other occupied properties (collectively, the "Customers") within the town are required to pay, on a quarterly basis, fees, costs and expenses set by the town fee schedule (collectively, the "Solid Waste Fees") for solid waste and related services. Services are provided by the Town by and through the Town's the current solid waste provider under contract with the Town.

B. The amount of the Customer's fee will be based on the services provided to the Town and its citizens, which may include bulk and brushy item pick up, recycling, normal household waste, and any other specific services, all as described in the contract executed by the own and the contractor. A fee for collection and handling will be added by the Town and is a part of the required payment. Payment by Customers is required even if the Customer's use of the services is minimal, or if the Customer does not utilize the services provided. (Ordinance 292-05-2016 adopted 5/9/16)

C. All Customers shall establish a solid waste account with the Town within thirty days of occupying the property, or establishing an account for water service to the property with Lake City's Municipal Utility Authority, (LCMUA) or other water supplier to the Town, whichever comes first. The failure to establish an account, and/or the failure to maintain the account in good standing, paid in full, is a violation of this ordinance. "

SECTION 2. *Severability.* That should any word, phrase, paragraph, section or portion of this ordinance be held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining portions of the ordinance shall not be affected thereby, and each such illegal, invalid or unenforceable word, phrase, paragraph, section or portion shall not affect the ordinance as a whole.

SECTION 3. *Repealer.* That all provisions of the ordinances of the Town of Shady Shores in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the Town of Shady Shores not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. *Penalty.* That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a Class C misdemeanor offense, 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 such violation shall continue shall be deemed to constitute a separate offense.

SECTION 5. *Publication.* In accordance with Section 52.011 of the Local Government Code, the caption of this Ordinance shall be published either (a) in every issue of the official newspaper of the Town of Shady Shores for two days, or (b) one issue of the newspaper if the official newspaper is a weekly paper. An affidavit by the printer or the publisher of the official newspaper verifying the publication shall be filed in the office of the Town Secretary.

SECTION 6. *Effective Date.* This Ordinance shall take effect upon publication of the caption, as the law in such case provides.

ADOPTED this ____ day of ___________________ 2021, by the Shady Shores Town Council.

APPROVED

____
Cindy Aughinbaugh, Mayor

ATTEST:

____
Wendy Withers, Town Secretary

APPROVED AS TO FORM:

____
James E. Shepherd, Town Attorney

AGENDA MEMORANDUM

DATE: April 12, 2021

TO: Town Council

FROM: Wendy Withers, Town Administrator

SUBJECT: **Interlocal Agreement Lake Dallas- Consider and act on approval of an interlocal agreement with the City of Lake Dallas regarding Crack Sealing for the Town of Shady Shores. Consider and act on approval of a Resolution Authorizing the Interlocal Agreement.**

BACKGROUND/INFORMATION:

The Town of Shady Shores and the City of Lake Dallas have developed a mutually beneficial plan to perform the crack seal work that needs to be done within the Town's of Shady Shores and Lake Dallas.

FINANCIAL IMPLICATIONS:

The Town of Shady Shores will provide the rental of the crack seal equipment approximately $5,000 for a month's rental. The City of Lake Dallas will provide the Labor to perform the work. Each town will provide their own supplies for the project. The Town previously purchased materials to perform this work.

RECOMMENDATION/ACTION DESIRED:

Approve the Resolution and Interlocal Agreement.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. SS.LD CRACK SEAL ILA RESOLUTION 4.12.21
2. SS.LD Crack Seal ILA 4.6.21

REVIEWED BY:

RESOLUTION NO. ____________
(Interlocal Agreement Authorizing Crack Seal Roadwork)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE TOWN OF SHADY SHORES, TEXAS AND THE CITY OF LAKE DALLAS, DENTON COUNTY, TX, AND AUTHORIZING THE CRACK SEAL ROAD REPAIR WORK FOR THE TWO MUNICIPALITIES DESCRIBED IN THE AGREEMENT; AUTHORIZING ITS EXECUTION BY THE MAYOR OR HER DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Shady Shores, Denton County, Texas, has been presented a proposed Interlocal Agreement by and between the Town of Shady Shores, Texas and Lake Dallas, Texas, a copy of which is attached hereto and incorporated herein by reference (herein called "Agreement"); and,

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the Town Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Mayor or her designee should be authorized to execute the Agreement on behalf of the Town of Shady Shores, Texas.

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

SECTION 1: The terms and conditions of the Agreement, having been reviewed by the Town Council of the Town of Shady Shores and found to be acceptable and in the best interests of the Town of Shady Shores and its citizens, be, and the same is hereby, in all things approved.

SECTION 2: The Mayor, or her designee, under the direction of the Town Council of the Town of Shady Shores, is hereby designated as the official representative to act for the Town in all matters relating to the crack seal road repair service subject to this Agreement.

SECTION 3: The Mayor, or her designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the Town of Shady Shores, reasonable and necessary to accomplish the work under o the terms and conditions set forth in this Agreement.

SECTION 4: This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS, ON THIS THE ______ DAY OF ______________, 2021.

APPROVED:

____
Cindy Aughinbaugh, Mayor

ATTEST:

____
Wendy Withers, Town Secretary

APPROVED AS TO FORM:

____
James E. Shepherd, Town Attorney

STATE OF TEXAS	§	
	§	**ROAD CRACK SEAL AGREEMENT**
COUNTY OF DENTON	§	

This agreement ("Agreement") is made by and among the City of Lake Dallas, Texas ("Lake Dallas") and the Town of Shady Shores ("Shady Shores"), acting by and through their duly authorized representatives.

R E C I T A L S:

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, V.T.C.A., Government Code, Section 791,001, *et seq.* (the "Act"); and

WHEREAS, Lake Dallas and Shady Shores desire to provide roadway crack seal services in each municipality under the terms in this Agreement; and

WHEREAS, the City and Owner are both units of local governments as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens; and

WHEREAS, these functions and services serve the public health, safety and welfare, promote efficiency and effectiveness of local government and are of mutual concern to the parties;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other valuable consideration, the sufficiency and receipt of which, are hereby acknowledged, the parties agree as follows:

Article I
Term

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof (the "Effective Date") and shall thereafter automatically continue for successive terms of one year each, unless sooner terminated as provided herein.

Article II
Definitions

"City Engineer" or "Town Engineer" shall mean the engineers or their designated representatives for Lake Dallas and Shady Shores, respectively.

"Commencement of Construction" shall mean that (i) any necessary plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for sealing of cracks in the roadway of each town as determined by each municipality with the approval of the respective engineers; (ii) all necessary permits for the work to be done, pursuant to the respective plans therefore having been issued by all applicable governmental agencies, if any.

"Completion of Construction" shall mean: (i) substantially completed in accordance with the approved plans; and (ii) the work or respective portions thereof, have been approved by the municipality where the work has occurred.

"Effective Date" shall mean the last date of execution of this Agreement.

"Force Majeure" shall mean strikes, riots, acts of God, shortages of labor or materials, war, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind, whatsoever which is beyond the reasonable control of a party.

Article III

Crack Seal Service

3.1 **LOCATION** The locations and scope of work will be determined in each City by the City Staff of the respective city.

3.2 **SHADY SHORES CONSIDERATION**. Shady Shores will provide funds for the rental of the crack seal equipment for use in Shady Shores and Lake Dallas. Shady Shores will provide the crack seal material for use in Shady Shores.

3.4 **LAKE DALLAS CONSIDERATION.** Lake Dallas will provide the labor necessary for operation of the crack seal equipment in both Lake Dallas, and Shady Shores. Lake Dallas will provide the crack seal material for use in Lake Dallas.

3.5 **INSURANCE.** Each city will provide liability coverage for crack seal operations within their city. It is anticipated TML liability insurance will cover this process without additional premium payments.

3.6 **TRAFFIC.** Traffic management in the area work will be done, including necessary traffic cones and signs will be provided by the City of Lake Dallas.

Article IV

Termination

This Agreement shall terminate upon either of the following:

(a) by written agreement of all the parties;

(b) by either party in the event a party breaches any of the terms or conditions of this Agreement and, such breach is not cured within thirty (30) days after written notice thereof from one party to the other.

Article V

Miscellaneous

5.1 **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement may not be assigned without the written consent of the other parties.

5.2 **Limitation on Liability.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. It is understood and agreed among the parties that each party, in satisfying the conditions of this Agreement, has acted independently, and each party assumes no responsibilities or liabilities to third parties in connection with these actions.

5.3 **Authorization**. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement.

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

If intended for Lake Dallas, to:

City of Lake Dallas
Attn: Mike Wilson
Interim City Manager
212 Main Street
Lake Dallas, TX 75065

With copy to:

If intended for Shady Shores, to:

Town of Shady Shores, Texas

With copy to:

James E. Shepherd

Attn: Wendy Withers
City Administrator
101 S. Shady Shores Road
Shady Shores, Texas 75065
Facsimile No.

Shepherd Law Firm
1901 N. Central Expressway
Suite 200
Richardson, Texas 75080
Facsimile No. 972-889-3827
Jim@JShepherdLaw.com

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

6.6 **Governing Law**. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in District Court of Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

6.7 **Amendment**. This Agreement may be amended by the mutual written agreement of the parties.

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

6.9 **Recitals**. The recitals to this Agreement are incorporated herein.

6.10 **Counterparts**. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but any of the counterparts shall constitute one and the same instrument.

6.11 **Exhibits**. Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.12 **Survival of Covenants**. Any of the representations, warranties, covenants, and obligations of the parties set forth in this Agreement shall survive termination.

6.13 **Compliance with Laws**. The parties shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Agreement and the work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

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

6.16 **Conditions of Precedent.** This Agreement is subject to and conditioned upon City obtaining all necessary governmental consents and permits to provide sewer service to the Property. Owner agrees to cooperate with the City in obtaining all necessary approvals, if any, from the State of Texas or other governmental entity.

EXECUTED in duplicate originals this the _________ day of ___________________, 2021.

CITY OF LAKE DALLAS, TEXAS

____
________________________, Mayor

ATTEST:

____
______________________________, City Secretary

EXECUTED in duplicate originals on this the _______ day of _________________________, 2021.

Shady Shores

By: _______________________________

Cindy Aughinbaugh, Mayor

APPROVED AS TO FORM:

____
James E. Shepherd, Town Attorney

ATTEST:

____
Wendy Withers, Town Secretary

AGENDA MEMORANDUM

DATE: April 12, 2021

TO: Town Council

FROM: Wendy Withers, Town Administrator

SUBJECT: **Auditor's Report- Consider and act on approval of the 2019-2020 Auditor's Report.**

BACKGROUND/INFORMATION:
Carl Deaton with Hankins, Eastup, Tonn and Seay will be present to give the 2019-2020 Auditors Report.

FINANCIAL IMPLICATIONS:
None

RECOMMENDATION/ACTION DESIRED:
Approve the Audit.

ATTACHMENTS/SUPPORTING DOCUMENTATION:
1. Town of Shady Shores FY20 audit report

REVIEWED BY:

TOWN OF SHADY SHORES, TEXAS

FINANCIAL STATEMENTS
AND
ACCOUNTANTS' OPINION

SEPTEMBER 30, 2020

TOWN OF SHADY SHORES, TEXAS

TABLE OF CONTENTS

TOWN OF SHADY SHORES, TEXAS
PRINCIPAL TOWN OFFICIALS
SEPTEMBER 30, 2020

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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Members:
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

HANKINS, EASTUP, DEATON, TONN & SEAY
A PROFESSIONAL CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS

902 NORTH LOCUST
P.O. BOX 977
DENTON, TX 76202-0977

TEL. (940) 387-8563
FAX (940) 383-4746

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, 2020, 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, 2020, 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.

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 39, and the Texas Municipal Retirement System Schedules on pages 40 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 February 8, 2021 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

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

February 8, 2021

MANAGEMENT'S DISCUSSION & ANALYSIS

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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, 2020. 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, 2020 by $3,950,889. The unrestricted net position amount of $2,130,967 may be used to meet the government's ongoing obligations to citizens and creditors.
- The Town's total net position increased by $259,452 during the fiscal year from the results of current year operations.
- As of September 30, 2020, the Town of Shady Shores' governmental fund reported an ending fund balance of $2,117,590, an increase of $353,373 in comparison with the beginning of the period. Approximately 58 percent of this total amount, $1,236,579, 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.

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 $3,950,889 as of September 30, 2020. 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.

Table 1
Net Position

	Governmental Activities	
	2019	2020
Current and other assets	$ 1,809,908	$ 2,194,928
Capital assets	1,922,038	1,819,922
Total asset	3,731,946	4,014,850
Deferred outflows of resources	16,229	18,271
Other liabilities	42,959	66,588
Net pension/OPEB liability	12,516	10,799
Total liabilities	55,475	77,387
Deferred inflows of resources	1,263	4,845
Net position:		
Net investment in capital assets	1,922,038	1,819,922
Unrestricted	1,769,399	2,130,967
Total net position	$ 3,691,437	$ 3,950,889

Governmental Activities. The Town's general revenues for governmental activities for the years ended September 30, 2020 and 2019 are detailed below (Table 2).

Table 2
General Revenues

	2019	2020
Property taxes	$ 974,573	$ 1,108,020
Sales taxes	111,385	177,130
Franchise taxes	141,649	139,122
Investment earnings	21,035	16,288
Miscellaneous	1,587	11,121
	$ 1,250,229	$ 1,451,681

The following table provides a summary of the Town's operations for the years ended September 30, 2020 and 2019. Governmental activities increased the Town's net position by $259,452, primarily due to increases in property tax revenue and COVID-19 CARES funding.

Table 3
Changes in Net Position

	Governmental Activities	
	2019	2020
Revenues:		
Program Revenues:		
Charges for Services	$ 352,571	$ 432,564
Operating Grants	-	157,135
Capital Grants	228,607	-
General Revenues:		
Property taxes	974,573	1,108,020
Sales taxes	111,385	177,130
Franchise taxes	141,649	139,122
Investment Earnings	21,035	16,288
Miscellaneous	1,587	11,121
Total Revenue	1,831,407	2,041,380
Expenses:		
General government	637,031	705,587
Public safety	576,602	566,709
Public works/other	399,569	509,632
Total Expenses	1,613,202	1,781,928
Increase in net position	218,205	259,452
Net position - October 1 (beginning)	3,473,900	3,691,437
Prior period adjustment	(668)	-
Net position - September 30 (ending)	$ 3,691,437	$ 3,950,889

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 $2,117,590, an increase of $353,373 in comparison with the beginning of the period. Approximately 58 percent of this total amount ($1,236,579) 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 $353,373 increase in fund balance during the current year compared to a $202,992 decrease in the prior year.

Key factors in this change were significant less capital outlay in the current year, plus increases in ad valorem tax revenue and COVID-19 CARES funding.

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, 2020, amounts to $1,819,922 (net of accumulated depreciation). This amount represents a net decrease of $102,116, or 5.3 percent, below 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 upgrades to signs.

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

	Governmental Activites
Land	$ 6,000
Construction in Progress	700,000
Buildings	447,217
Furniture and Equipment	17,410
Vehicle	-
Infrastructure – Roads	649,295
Totals	$ 1,819,922

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

For the fiscal year ending September 30, 2021, the Town adopted a general fund budget that anticipates a surplus of $29,055, consisting of $2,097,949 in projected revenues and $2,068,894 in projected expenditures. Proposed FY21 revenues represent a $247,080 or 13.4% increase over FY20 budgeted revenues. The FY21 tax rate of $0.321958 represents no change from the FY20 tax rate.

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, 2020

	Primary Government
	Governmental Activities
ASSETS	
Cash and Cash Equivalents	$ 1,110,207
Investments	1,056,237
Receivables (net of allowance for uncollectibles)	
Taxes - Ad Valorem	10,750
Other Receivables	12,961
Prepaid Expenses	4,773
Noncurrent Assets:	
Capital Assets (net of depreciation):	
Land	6,000
Construction in Progress	700,000
Buildings, net	447,217
Furniture and Equipment, net	17,410
Vehicles, net	-
Roads and Streets, net	649,295
Total Assets	4,014,850
DEFERRED OUTFLOWS OF RESOURCES	
Deferred Outflows Related to TMRS Pension	17,917
Deferred, Outflows Related to TMRS OPEB	354
Total Deferred Outflows of Resources	18,271
LIABILITIES	
Accounts Payable	57,220
Payroll Liabilities	32
Sales Tax Payable	3,807
Wages Payable	1,879
Solid Waste Deposits	3,650
Net Pension Liability	9,379
Net OPEB Liability	1,420
Total Liabilities	77,387
DEFERRED INFLOWS OF RESOURCES	
Deferred Inflows Related to TMRS Pension	4,764
Deferred Inflows Related to TMRS OPEB	81
Total Deferred Inflows of Resources	4,845
NET POSITION	
Net Investment in Capital Assets	1,819,922
Unrestricted Net Position	2,130,967
Total Net Position	$ 3,950,889

The accompanying Notes are an integral part of this statement.

TOWN OF SHADY SHORES, TEXAS
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants	Net (Expense) Revenue and Change in Net Position: Governmental Activities
GOVERNMENTAL ACTIVITIES:				
General Government	$ 705,587	$ 271,576	$ 157,135	$ (276,876)
Public Safety	566,709	-	-	(566,709)
Public Works	509,632	160,988	-	(348,644)
Total Governmental Activities	1,781,928	432,564	157,135	(1,192,229)
TOTAL PRIMARY GOVERNMENT	$ 1,781,928	$ 432,564	$ 157,135	(1,192,229)
GENERAL REVENUES:				
Taxes:				
Property Taxes				1,108,020
Sales Taxes				177,130
Franchise Taxes				139,122
Investment Earnings				16,288
Miscellaneous				11,121
Total General Revenues				1,451,681
Change in Net Position				259,452
NET POSITION - Beginning				3,691,437
NET POSITION - Ending				$ 3,950,889

The accompanying Notes are an integral part of this statement.

TOWN OF SHADY SHORES, TEXAS
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020

	General Fund
ASSETS	
Cash and Cash Equivalents	$ 1,110,207
Investments	1,056,237
Ad valorem Tax Receivable	10,750
Other Receivables	12,961
Prepaid Costs	4,773
Total Assets	$ 2,194,928
LIABILITIES, DEFERRED INFLOWS AND FUND BALANCE	
Liabilities:	
Accounts Payable	$ 57,220
Payroll Taxes Payable	32
Sales Tax Payable	3,807
Wages Payable	1,879
Solid Waste Deposits	3,650
Total Liabilities	66,588
Deferred Inflows of Resources:	
Unavailable Revenue-Property Taxes	10,750
Total Deferred Inflows of Resources	10,750
Fund Balance:	
Nonspendable Fund Balance	4,773
Assigned Fund Balance:	
Capital Projects	100,000
Roads and Bridges	476,238
Emergencies	300,000
Unassigned Fund Balance	1,236,579
Total Fund Balance	2,117,590
Total Liabilities, Deferred Inflows, and Fund Balance	$ 2,194,928

The accompanying Notes are an integral part of this statement.

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION

SEPTEMBER 30, 2020

Total Fund Balances – Governmental Funds	$2,117,590
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the fund financial statements.	3,078,114
Accumulated depreciation is not reported in the fund financial statements.	(1,258,192)
Property tax revenue reported as unavailable revenues in the fund financial statements was recognized as revenue in the government-wide financial statements.	10,750
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 $9,379, a Deferred Outflows of Resources related to TMRS in the amount of $17,917, and a Deferred Inflows of Resources related to TMRS in the amount of $4,764. This amounted to an increase in Net Position in the amount of $3,774.	3,774
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 $1,420, a Deferred Resource Outflow related to OPEB in the amount of $354, and a Deferred Resource Inflow related to OPEB in the amount of $81. This amounted to a decrease in Net Position in the amount of $1,147.	(1,147)
Net Position of Governmental Activities	$3,950,889

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, 2020

	General Fund
Revenues:	
Taxes	
General Sales and Use Taxes	$ 177,130
Ad Valorem Taxes and Penalties	1,100,002
Franchise Taxes	139,122
Building Permits & Fees	160,988
Municipal Court Fines	32,195
COVID-19 CARES Funds	157,135
Interest Income	16,288
Solid Waste Collections	239,381
Other Revenue	11,121
Total Revenues	2,033,362
Expenditures:	
General Government Administration	691,405
Public Safety	565,488
Public Works	411,330
Capital Outlay	11,766
Total Expenditures	1,679,989
Excess of Revenues Over Expenditures	353,373
Net Change in Fund Balance	353,373
Fund Balance – October 1 (beginning)	1,764,217
Fund Balance – September 30 (ending)	$ 2,117,590

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, 2020

Total Net Change in Fund Balances – Governmental Funds	$ 353,373
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.	11,766
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.	(113,882)
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.	8,018
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 12/31/19 caused the change in ending net position to increase in the amount of $8,900. Contributions made before the measurement date but during the 2020 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 $3,718. These contributions were replaced with the Town's pension expense for the year of $11,566, which caused a decrease in the change in net position. The impact of all of these is to increase net position by $522.	522
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 12/31/19 caused net position to increase in the amount of $0. Contributions made before the measurement date but during the 2020 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 $0. These contributions were replaced with the Town's OPEB expense for the year of $345, which caused a decrease in the change in net position. The impact of all of these is to decrease net position by $345.	(345)
Change in Net Position of Governmental Activities	$ 259,452

The accompanying Notes are an integral part of this statement.

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, 2020.

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.

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.

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:

Category	Estimated Life
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.

J. Budgets

The Town prepares an annual budget for the General Fund in order to provide appropriate budgetary control over revenues and expenditures though 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, 2020 through February 8, 2021, 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 $4,773 of prepaid costs as nonspendable fund balance at September 30, 2020.

- 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, 2020.

- 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, 2020.

- 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, 2020, 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 $1,236,579 at September 30, 2020. 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, 2020, the carrying amount of the Town's deposits in checking accounts and interest-bearing savings accounts was $1,110,110 and the bank balance was $1,117,635. The Town's cash deposits at September 30, 2020 were entirely covered by FDIC insurance or by pledged collateral held by the Town's agent bank in the Town's name.

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, 2020, the Town's cash balances totaled $1,117,635. 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, 2020, 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.

e. Foreign Currency Risk: This is the risk that exchange rates will adversely affect the fair value of an investment. At September 30, 2020, 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, 2020 are shown below:

Name	Carrying Amount	Market Value
Texpool Investment Pool	$1,056,237	$1,056,237
Total	$1,056,237	$1,056,237

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.

4. CAPITAL ASSETS

Capital asset activity for governmental activities for the year ended September 30, 2020 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	706,000	-	-	706,000
Capital assets being depreciated:				
Roads & Streets	1,703,377	-	-	1,703,377
Buildings & Improvements	578,053	11,766	-	589,819
Vehicles	11,400	-	-	11,400
Furniture & Equipment	67,518	-	-	67,518
Total capital assets, being depreciated	2,360,348	11,766	-	2,372,114
Less accumulated depreciation for:				
Buildings & Improvements	129,043	13,559	-	142,602
Furniture & Equipment	48,087	2,021	-	50,108
Vehicles	11,400	-	-	11,400
Roads & Streets	955,780	98,302	-	1,054,082
Total accumulated depreciation	1,144,310	113,882	-	1,258,192
Total capital assets, being depreciated, net	1,216,038	(102,116)	-	1,113,922
Governmental activities capital assets, net	$ 1,922,038	$ (102,116)	$ -	$ 1,819,922

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

Governmental Activities:	
Administration	$ 14,359
Public Safety	1,221
Public works	98,302
Total depreciation expense – Governmental activities	$ 113,882

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.

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 888 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 2019	Plan Year 2020
Employee deposit rate	7.0%	7.0%
Employer deposit rate	9.33%	9.58%
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

Employees covered by benefit terms.

At the December 31, 2019 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	2
	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 9.33% and 9.58% in calendar years 2019 and 2020, respectively. The Town's contributions to TMRS for the year ended September 30, 2020 were $11,363, and were equal to the required contributions.

Net Pension Liability

The town's Net Pension Liability (NPL) was measured as of December 31, 2019, 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, 2019 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	2.75% per year, adjusted down for population declines, if any
Investment Rate of Return	6.75%, net of pension plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. 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 2020 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Portfolio Real Rate of Return*
Global	30.0%	5.30%
Core Fixed Income	10.0%	1.25%
Non-Core Fixed Income	20.0%	4.14%
Real Return	10.0%	3.85%
Real Estate	10.0%	4.00%
Absolute Return	10.0%	3.48%
Private Equity	10.0%	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 12/31/2018	$ 69,937	$ 58,074	$ 11,863
Changes for the year:			
Service Cost	17,271	-	17,271
Interest	5,304	-	5,304
Change in benefit terms	-	-	-
Difference between expected and actual experience	1,361	-	1,361
Changes of assumptions	1,630	-	1,630
Contributions – employer	-	10,850	(10,850)
Contributions – employee	-	8,202	(8,202)
Net investment income	-	9,050	(9,050)
Benefit payments, including refunds of employee contributions	-	-	-
Administrative expense	-	(51)	51
Other changes	-	(1)	1
Net changes	$ 25,566	$ 28,050	$ (2,484)
Balance at 12/31/2019	**$ 95,503**	**$ 86,124**	**$ 9,379**

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)	$24,687	$9,379	$(3,371)

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, 2020, the Town recognized pension expense of $11,018.

At September 30, 2020, 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	$ 4,850	$ -
Changes in actuarial assumptions	1,639	-
Difference between projected and actual investment earnings	2,528	4,764
Contributions subsequent to the measurement date	8,900	-
Total	$ 17,917	$ 4,764

$8,900 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, 2021. 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:	
2021	$ 362
2022	362
2023	569
2024	(282)
2025	744
Thereafter	$ 2,498

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, 2019 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	2
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:

	2020
Employer rate	0.07%
Employer contributions	$ 0

Actuarial Assumptions

The total OPEB liability in the December 31, 2019 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5%
Salary increases	3.50% to 11.5%; including inflation
Discount rate	2.75%

Mortality rates for service retirees were based on the 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with Scale UMP.

Mortality rates for disabled retirees were based on the 2019 Municipal Retirees of Texas Mortality Tables with a 4 year set-forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

Actuarial assumptions used in the December 31, 2019 valuation were based on the results of actuarial experience studies. The experience study in TMRS was for the period December 31, 2014 through December 31, 2018.

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 2.75% was based on the 20-Year Municipal GO AA Index as of December 31, 2019.

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

At September 30, 2020, the Town reported a total OPEB liability of $1,420 measured at December 31, 2019. For the year ended September 30, 2020, the Town recognized OPEB expense of $291.

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, 2019 are as follows:

Changes in Total OPEB Liability	Total OPEB Liability
Balance at December 31, 2018	$ 653
Changes for the year:	
Service cost	234
Interest on total OPEB liability	29
Changes of benefit terms	-
Differences between expected and actual experience	126
Changes in assumptions or other inputs	378
Benefit payments*	-
Balance as of December 31, 2019	$ 1,420

*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.

Discount Rate Sensitivity Analysis

The following presents the total OPEB liability of the Town, calculated using the discount rate of 2.75%, 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 (1.75%) or 1 percentage point higher (3.75%) than the current rate.

	1% Decrease in Discount Rate (1.75%)	Discount Rate (2.75%)	1% Increase in Discount Rate (3.75%)
Total OPEB liability	$ 1,878	$ 1,420	$ 1,059

At December 31, 2019, 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	$ -	$ 81
Changes in actuarial assumptions	354	-
Difference between projected and actual investment earnings	-	-
Contributions subsequent to the measurement date	-	-
Total	$ 354	$ 81

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, 2021. 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:	
2021	$ 28
2022	28
2023	28
2024	28
2025	28
Thereafter	133

REQUIRED SUPPLEMENTARY INFORMATION

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, 2020

	Budgeted Amounts		Actual Amounts (GAAP BASIS)	Variance With Final Budget
	Original	Final		
Revenues:				
Taxes:				
General Sales and Use Taxes	$ 83,661	$ 83,661	$ 177,130	$ 93,469
Ad Valorem Taxes and Penalties	1,056,004	1,056,004	1,100,002	43,998
Franchise Tax	135,060	135,060	139,122	4,062
COVID-19 CARES Funds	-	-	157,135	157,135
Building Permits & Fees	51,000	51,000	160,988	109,988
Municipal Court Fines	20,000	20,000	32,195	12,195
Interest Income	14,000	14,000	16,288	2,288
Solid Waste Collections	222,000	222,000	239,381	17,381
Other Revenue	5,850	5,850	11,121	5,271
Total Revenues	1,587,575	1,587,575	2,033,362	445,787
Expenditures:				
General Government Administration	665,401	665,401	691,405	(26,004)
Public Safety	609,573	609,573	565,488	44,085
Public Works	575,895	575,895	411,330	164,565
Capital Outlay	-	-	11,766	(11,766)
Total Expenditures	1,850,869	1,850,869	1,679,989	170,880
Excess (Deficiency) of Expenditures Over (Under)Revenues	(263,294)	(263,294)	353,373	616,667
Net Change in Fund Balance	(263,294)	(263,294)	353,373	616,667
Fund Balance – October 1 (Beginning)	1,764,217	1,764,217	1,764,217	-
Fund Balance – September 30 (Ending)	$ 1,500,923	$ 1,500,923	$ 2,117,590	$ 616,667

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, 2020

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

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.

2018	2019
$ 15,185	$ 17,271
3,866	5,304
-	-
1,205	1,361
-	1,630
-	-
20,256	25,566
49,681	69,937
$ 69,937	$ 95,503
$ 9,048	$ 10,850
7,197	8,202
(1,301)	9,050
-	-
(25)	(51)
(1)	(1)
14,918	28,050
43,156	58,074
$ 58,074	$ 86,124
$ 11,863	$ 9,379
83.04%	90.18%
$ 102,809	$ 117,271
11.54%	8.00%

TOWN OF SHADY SHORES, TEXAS
SCHEDULE OF EMPLOYER CONTRIBUTIONS
TEXAS MUNICIPAL RETIREMENT SYSTEM
SEPTEMBER 30, 2020

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

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.

2019	2020
$ 10,505	$ 11,363
(10,505)	(11,363)
$ -0-	$ -0-
$ 113,897	$ 119,304
9.22%	9.52%

TOWN OF SHADY SHORES, TEXAS
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM
FOR FISCAL YEAR 2020

	2019	2020
Total OPEB Liability		
Service cost	$ 206	$ 234
Interest on total OPEB liability	27	29
Changes of benefit terms	-	-
Differences between expected and actual experience	(239)	126
Change of assumptions or other inputs	(63)	378
Benefit payments/refunds of contributions	-	-
Net change in total OPEB liability	(69)	767
Total OPEB liability, beginning	722	653
Total OPEB liability, ending	$ 653	$ 1,420
Covered employee payroll	$ 102,809	$ 117,271
Net OPEB liability as a percentage of covered payroll	0.63%	1.21%

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.

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	24 years
Asset Valuation Method	10 Year smoothed market; 12% soft corridor
Inflation	2.5%
Salary Increases	3.50% to 11.5%, 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 2019 valuation pursuant to an experience study of the period 2014-2018
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with Scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with Scale UMP.

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.

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.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Inflation	2.5%
Salary Increases	3.50% to 11.5%, including inflation
Discount Rate	2.75%
Retirement Age	Experience-based table of rates that are specific to the Town's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014-2018
Mortality	2019 Municipal Retirees of Texas Mortality Tables with 4 year set-forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

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, 2020

	Budget	Actual	Variance Favorable (Unfavorable)
Property Taxes:			
Current Year Taxes and Penalties	$ 1,056,004	$ 1,100,002	$ 43,998
Franchise Taxes:			
Oncor	82,000	84,536	2,536
Atmos Energy	27,000	22,821	(4,179)
Century Telephone	60	8,385	8,325
Charter Communications	26,000	23,380	(2,620)
Total	135,060	139,122	4,062
Other Revenues:			
COVID-19 CARES Funds	-	157,135	157,135
Sales Taxes	83,661	177,130	93,469
Permits and Other Fees	51,000	160,988	109,988
Municipal Court Fines	20,000	32,195	12,195
Interest on Investments	14,000	16,288	2,288
Solid Waste Collections	222,000	239,381	17,381
Facility Rentals	600	-	(600)
Community Events	1,000	43	(957)
Other Revenues	4,250	11,078	6,828
Total	396,511	794,238	397,727
Total Revenues	$ 1,587,575	$ 2,033,362	$ 445,787

TOWN OF SHADY SHORES, TEXAS
GENERAL FUND
STATEMENT OF EXPENDITURES
BUDGET AND ACTUAL FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budget	Actual	Variance Favorable (Unfavorable)
General Government Administration:			
Town Secretary	$ 63,027	$ 71,578	$ (8,551)
Deputy Town Secretary	39,920	45,480	(5,560)
Office Clerk	25,000	26,785	(1,785)
Municipal Court Clerk	12,000	11,388	612
Salary Adjustments	35,000	-	35,000
Payroll Taxes	13,000	13,562	(562)
Health Insurance	14,000	12,095	1,905
Retirement	16,000	12,078	3,922
Municipal Judge	4,800	4,400	400
Computer/Software Costs	36,702	38,938	(2,236)
Attorney Fees	58,000	50,732	7,268
Accounting/Audit Fees	7,545	7,750	(205)
Postage/Mailing	4,200	3,664	536
Staff Development/Training	14,100	6,821	7,279
Advertising/Legal Notices	2,500	1,783	717
Building/Maintenance	22,000	25,861	(3,861)
Telephone & Utilities	19,600	20,558	(958)
Dues & Subscriptions	1,400	127	1,273
Office Supplies	3,600	4,638	(1,038)
Ordinance Codification	3,500	3,990	(490)
Insurance	6,800	5,397	1,403
Community Events	7,500	3,519	3,981
Promotional	5,900	3,007	2,893
Court Fines to State	12,000	12,611	(611)
Jury Fees	500	39	461
Baliff	1,000	225	775
Election Costs	6,000	-	6,000
Other Expenditures	300	1,300	(1,000)
Tax Assessment/Collection	7,500	2,362	5,138
Contingency	35,007	11,690	23,317
Solid Waste Contract	187,000	220,878	(33,878)
COVID-19 Expenditures	-	20,649	(20,649)
Lawsuit Settlement	-	47,500	(47,500)
Total Administration	665,401	691,405	(26,004)
Public Safety:			
Police Services	252,864	250,864	2,000
Child Safety Program	4,000	-	4,000
Animal Control	16,500	16,044	456
Fire and Ambulance	336,209	298,580	37,629
Total Public Safety	609,573	565,488	44,085

TOWN OF SHADY SHORES, TEXAS
GENERAL FUND
STATEMENT OF EXPENDITURES
BUDGET AND ACTUAL FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budget	Actual	Variance Favorable (Unfavorable)
Public Works:			
Inspections	$ 29,700	$ 49,166	$ (19,466)
Code Enforcement	15,000	11,452	3,548
Engineering Fees	100,000	129,801	(29,801)
Roads and Streets	357,149	150,812	206,337
Street Signs	2,500	1,857	643
Library	29,046	29,046	-
Public Works	40,000	39,096	904
Regional Storm Water	2,500	100	2,400
Total Public Works	575,895	411,330	164,565
Capital Outlay:			
Signs	-	11,766	(11,766)
Total Capital Outlay	-	11,766	(11,766)
Total Expenditures	$ 1,850,869	$ 1,679,989	$ 170,880

TOWN OF SHADY SHORES, TEXAS
SCHEDULE OF DELINQUENT TAXES RECEIVABLE
SEPTEMBER 30, 2020

Tax Year	Balance September 30, 2019	Current Year Levy	Collections	Supplements/ Adjustments	Balance September 30, 2020
1999-2008	$ 31	$ -	$ -	$ -	$ 31
2008-2009	108	-	17	(4)	87
2009-2010	104	-	-	-	104
2010-2011	52	-	-	-	52
2011-2012	86	-	17	-	69
2012-2013	126	-	5,057	5,066	135
2013-2014	79	-	5,031	5,087	135
2014-2015	95	-	5,044	5,086	137
2015-2016	124	-	5,175	5,175	124
2016-2017	194	-	5,162	5,198	230
2017-2018	238	-	(4)	(16)	226
2018-2019	1,495	-	1,082	(22)	391
2019-2020	-	1,072,991	1,063,962	-	9,029
Totals	$ 2,732	$ 1,072,991	$ 1,090,543	$ 25,570	10,750
Less allowance for uncollectible accounts					-
					$ 10,750

Members:
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

HANKINS, EASTUP, DEATON, TONN & SEAY
A PROFESSIONAL CORPORATION
CERTIFIED PUBLIC ACCOUNTANTS

902 NORTH LOCUST
P.O. BOX 977
DENTON, TX 76202-0977

TEL. (940) 387-8563
FAX (940) 383-4746

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, 2020, 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 February 8, 2021.

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

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

February 8, 2021

AGENDA MEMORANDUM

DATE: April 12, 2021

TO: Town Council

FROM: Wendy Withers, Town Administrator

SUBJECT: **Lakeside Villas Development Agreement- Consider and act on an amendment to the Lakeside Villas Development Agreement.**

BACKGROUND/INFORMATION:

Consider and act on approval of an amendment to the Lakeside Villas Development Agreement. The amended agreement adds the Toll Brothers Company as a party to the agreement and removes the Hemphill Estate. In additon the subdivision will no longer be a gated community and that portion of McClintock will be dedicated to the public use and no longer considered a private road.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. First Amendment to Development Agreement 4.7.21 Toll Rev 04 08 2021
2. Fence Details

REVIEWED BY:

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "**First Amendment**") is made and entered into effective as of ___________ ___, 2021, by and between TOWN OF SHADY SHORES, TEXAS, a Type A general law city existing under the laws of the State of Texas (hereinafter called the "**Town**"),and Mr. Ayman El-Nimri, Mr. Moe Nimri, Mr. Basem Nimri, Mr. Omar Oweis, and Mr. Adam Lingenfelter, (collectively, "**Developer**").

W I T N E S S E T H:

WHEREAS, Town and Developer entered into that certain Development Agreement, dated October 19, 2020 (the "**Agreement**") regarding the development of that certain 13.584 acre tract within the extraterritorial jurisdiction of the Town; and

WHEREAS, Developer has closed on the Property, and the Estate, which was a party to the Agreement is no longer party to the Agreement;

WHEREAS, Developer has executed a contract to sell the majority of the Property, including all the platted lots on the Property, to Toll Southwest, LLC, known herein as the "Builder", who by this document will become a party to and bound by the Development Agreement after Closing with the Developer, as modified by this First Amendment: and

WHEREAS, Builder will assume all the duties and obligations of the Development Agreement, as amended, of the Developer as to all property acquired by Builder from Developer, unless specifically retained as obligations of Developer; with written notice provide in advance to the Town; and

WHEREAS, Town, Developer, and Builder have agreed to make certain amendments and modifications to the Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and total sufficiency of which are hereby acknowledged, Town, Developer, and Builder hereby agree as follows:

1. The recitations above are true, and binding on the parties to this Agreement.

2. Defined Terms. Unless otherwise defined in this Amendment or the context otherwise requires, each term used in this Amendment with its initial letter capitalized which has been specifically defined in the Agreement shall have the same meaning herein as given to such term in the Agreement.

3. Amendments to the Agreement. The Agreement is hereby modified and amended in the following respects:

(a) Article IV of the Agreement is amended to include the following sentence:

All roadways within the subdivision and roadways providing ingress and egress to the subdivision shall be public and shall be dedicated by Developer to the Town.

(b) Paragraph 1(a) of **Exhibit C** of the Agreement is deleted and replaced with the following:

a. Single Family Residential uses per R-2000-1/2 zoning requirements in the Town Comprehensive Zoning Ordinance as modified by this Agreement. This development will have a Homeowners Association. There will be no more than 29 lots, as shown on the Development Plan attached hereto as Exhibit B.

(c) The fence guidelines identified in Paragraph 7(b) of Exhibit C and further identified as being located at Exhibit C-3-C-8 in the Schedule of Exhibits are hereby deleted and replaced with **Exhibit 1** (Fence Details), attached hereto and incorporated herein.

4. Continuing Effect. Except as expressly modified by the terms and provisions of this Amendment, each and all of the terms and provisions of the Agreement are unchanged and continued in full force and effect. All of the terms set forth in the Agreement shall have identical meanings in this Amendment, unless changed by this Amendment.

5. Parties Bound. This Amendment shall be binding upon the parties hereto and their respective successors and assigns. This Development Agreement and its terms are covenants and conditions that run with the land.

6. Effective Date. This First Amendment shall be effectively only after Developer has advised Town in writing that it has closed on its sale of the Property (as subdivided) between Developer and Toll Southwest LLC, a Texas limited liability company, pursuant to that certain Agreement of Sale, dated on or about February 1, 2021. Once Developer has provided Town such written notice, Town will record this First Amendment in the real property records for Denton County, Texas.

7. Counterparts. To facilitate execution, this Amendment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Delivery of an executed counterpart of this Amendment by facsimile or electronic mail shall be binding upon the party so delivering.

IN WITNESS WHEREOF, Town and Developer have executed this Agreement on this the ___ day of _______________, 2021.

TOWN:

TOWN OF SHADY SHORES, TEXAS

By: ______________________________________
Name:___________________________________
Its:______________________________________

ATTEST:

____
____________, Town Secretary

APPROVED AS TO FORM:

By:_________________________
Name:______________________
Title:_______________________

BUILDER:

Toll Southwest, LLC
By:
Ryan Bashaw

Title:

Address:

Telephone:
Email:
Fax:

STATE OF TEXAS

COUNTY OF _____________

This instrument was acknowledged on the ________ day of ________________, 2021 by Ryan Bashaw, _______________ of Toll Southwest, LLC, who stated he was authorized to sign this document on behalf of Toll Southwest, LLC.

____
Notary Public in and for the State of Texas
My Commission Expires on:__________________

DEVELOPER:

____
Ayman Farhan El-Nimri

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged on the ________ day of ________________, 2021 by Ayman Farhan El-Nimri.

____
Notary Public in and for the State of Texas
My Commission Expires on:__________________

____
Moe Nimri

STATE OF TEXAS

COUNTY OF ____________

This instrument was acknowledged on the ________ day of ________________, 2021 by Moe Nimri.

____
Notary Public in and for the State of Texas
My Commission Expires on:__________________

____
Basem Nimri

STATE OF TEXAS

COUNTY OF _________________

This instrument was acknowledged on the ________ day of ________________, 2021 by Basem Nimri.

____
Notary Public in and for the State of Texas
My Commission Expires on:__________________

____
Omar Oweis

STATE OF TEXAS

COUNTY OF __________________

This instrument was acknowledged on the ________ day of _________________, 2021 by Omar Oweis

____
Notary Public in and for the State of Texas
My Commission Expires on:___________________

____
Adam Lingenfelter

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged on the ________ day of ________________, 2021 by Adam Lingenfelter.

____
Notary Public in and for the State of Texas
My Commission Expires on:__________________

EXHIBIT 1
FENCE DETAILS

NOTE: THIS IS A FENCE DETAIL AND DOES NOT REFLECT DRIVEWAY REQUIREMENTS.

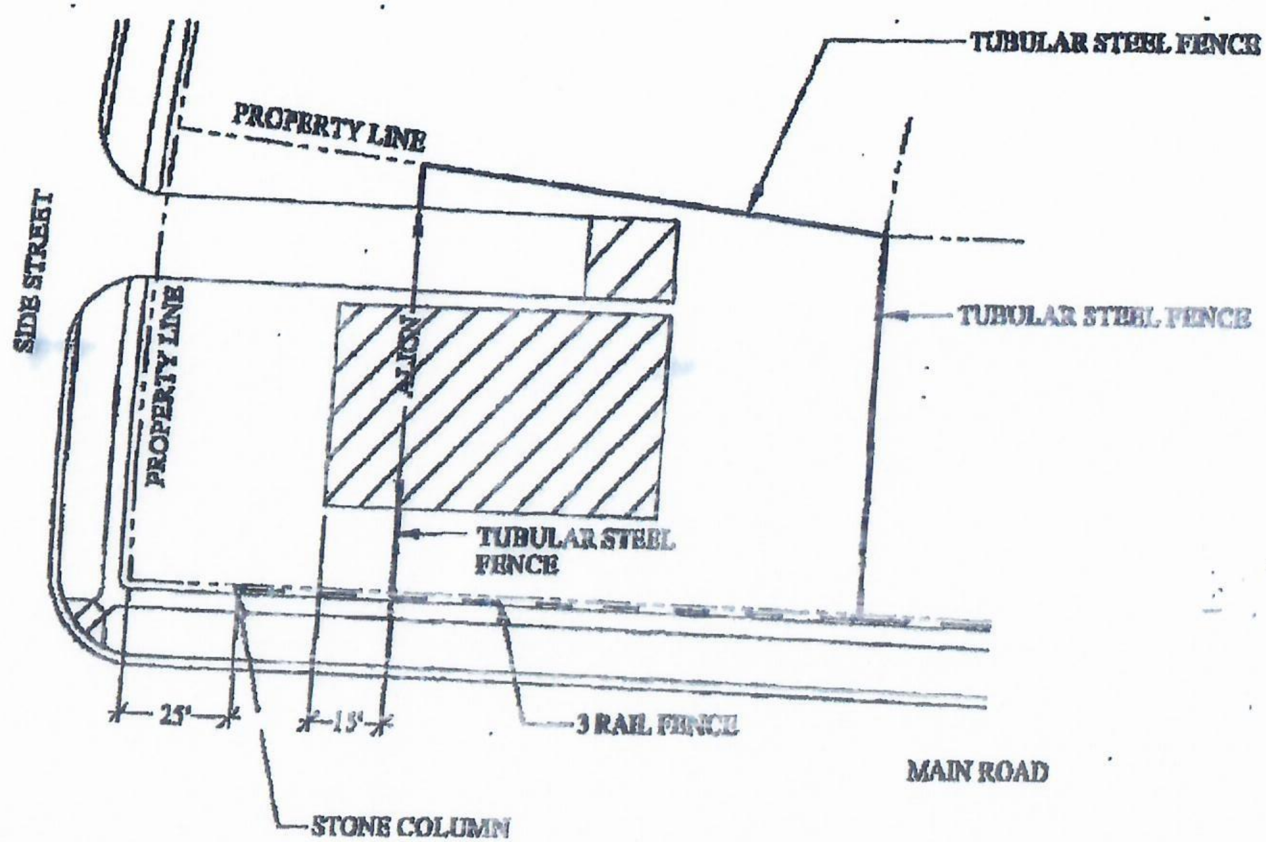

ILLUSTRATION A -
FENCE DESIGN ON CORNER LOT

CIELO
DESIGN GUIDELINES

C-3

NOTE: THIS IS A FENCE DETAIL AND DOES NOT REFLECT DRIVEWAY REQUIREMENTS.

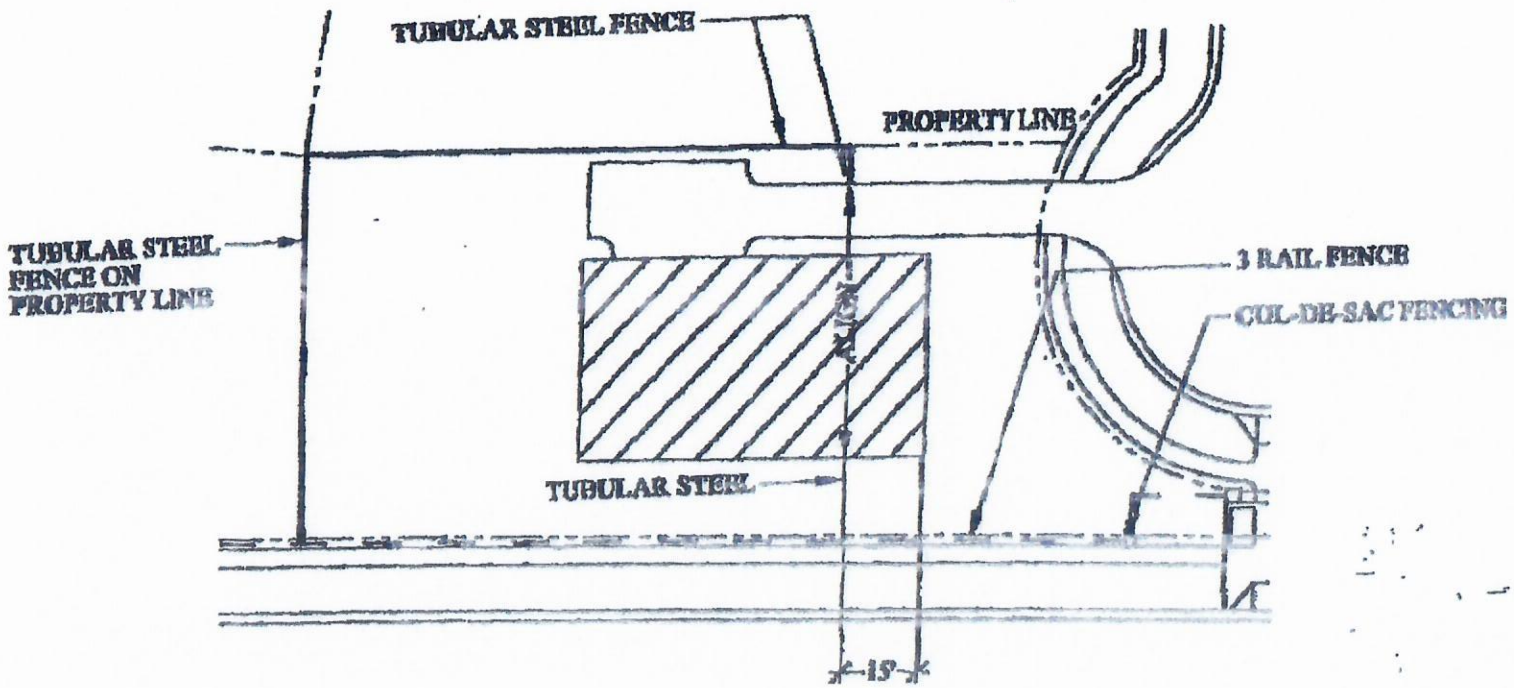

ILLUSTRATION B -
FENCE DESING ON CUL-DE-SAG LOT

CIELO
DESIGN GUIDELINES

08/25/99 WED 13:42 [TX/RX NO 8228]
08/25/99 WED 14:55 FAX 214 854 8541
BEAZER HOMES 9729648587 Bellinger & 08/25 '99 01:38 NO.135 06/09

C-4

AGENDA MEMORANDUM

DATE: April 12, 2021

TO: Planning and Zoning Commission

FROM: Wendy Withers, Town Administrator

SUBJECT: **Comprehensive Zoning Ordinance- Consider and act on approval of an Ordinance adding Planned Development to the Zoning Ordinance.**

BACKGROUND/INFORMATION:

The current Zoning Ordinance defines a Planned Development as follows: A subdivision that consists of a variety of land use types, incorporating a single or variety of types of residential dwelling units, public open spaces, common open space and recreational areas, adequate to service the needs of the tract when fully developed and populated, which is to be developed as a single entity, under unified control. In tracts within a single zoning district, the planned development suffix allows for flexibility in subdivision while preserving the overall density.

The Texas Local Government Code states:

Sec. 211.005. DISTRICTS. (a) The governing body of a municipality may divide the municipality into districts of a number, shape, and size the governing body considers best for carrying out this subchapter. Within each district, the governing body may regulate the erection, construction, reconstruction, alteration, repair, or use of buildings, other structures, or land.

(b) Zoning regulations must be uniform for each class or kind of building in a district, but the regulations may vary from district to district. The regulations shall be adopted with reasonable consideration, among other things, for the character of each district and its peculiar suitability for particular uses, with a view of conserving the value of buildings and encouraging the most appropriate use of land in the municipality.

The Planning and Zoning Commission is recommending the addition of a Planned Development category to use a tool to allow flexibility to landowners and town officials when planning new developments in the Town of Shady Shores. The Planning and Zoning Commission conducted a public hearing on April 8, 2021 to receive public input.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. ZoningOrdAmendment- PD Dist (Rough Draft)

REVIEWED BY:

ORDINANCE NO. ______ 2021

(COMPREHENSIVE ZONING ORDINANCE – PLANNED DEVELOPMENT DISTRICT)

AN ORDINANCE OF THE TOWN OF SHADY SHORES, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF SHADY SHORES, BY AMENDING AND PROVIDING REGULATIONS FOR A HISTORICAL ZONING DISTRICT; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF $2000.00 FOR EACH OFFENSE; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Shady Shores Planning and Zoning Commission and 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 by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested in and situated in the Town and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance of the Town of Shady Shores should be amended as described herein; and

WHEREAS, the Town Council of the Town of Shady Shores (hereinafter "Town Council") finds that public health, safety, welfare, and aesthetic concerns create the need to enact zoning regulations and that due diligence requires periodic review of zoning regulations; and

WHEREAS, the Town of Shady Shores, Texas, (the "Town") has the legal authority to adopt regulations governing zoning and the use of land within its corporate limits in accordance with its Comprehensive Plan in order to lessen congestion in the streets; secure safety from fire, panic and other dangers, promote health and general welfare; provide adequate light and air, prevent the overcrowding of land, avoid undue concentration of population, facilitate the adequate provision of transportation, water, sewers, schools, parks and other public requirements; regulate aesthetics and other important governmental interests; and

WHEREAS, because of the determination by the Shady Shores Planning & Zoning Commission and the Town Council that a review the Shady Shores Zoning Ordinance was necessary to ensure the safe, orderly and healthful development of the Town, the Town staff and Planning and Zoning Commission undertook a review of the existing Zoning Ordinance; and

WHEREAS, after extensive study of the Zoning Ordinance No. 256-5-2013, as amended (such Ordinance being referred to as the Shady Shores Zoning Ordinance"), the Planning and Zoning Commission determined that the update and amendment of Zoning Ordinance No. 256-5-2013 was necessary; and

WHEREAS, the amendments to Zoning Ordinance No. 256-5-2013 begin adopted herein are set forth in Exhibit "A", "Shady Shores Zoning Ordinance" and Exhibit "B" thereto, "Zoning Map", respectively, to this Ordinance (collectively referred to as the "Shady Shores Zoning Ordinance") are beneficial to the orderly development of the Town of Shady Shores; and

WHEREAS, after all legal notices required by Chapter 211 of the Texas Local Government Code, the required public hearing on the proposed Shady Shores Zoning Ordinance was held by the Planning and Zoning Commission on the 8th day of April, 2021, and after consideration of the comments and input received, the Planning and Zoning Commission recommended approval of the proposed amendment to the Shady Shores Zoning Ordinance as set forth in Exhibit "A" attached to this ordinance; and

WHEREAS, after compliance with all legal notices required by Chapter 211 of the Texas Local Government Code, the required public hearing on the proposed Shady Shores Zoning Ordinance was held by the Town Council on the ___th day of _____, 2021, and after consideration of the proposed amendment to the Shady Shores Zoning Ordinance at its lawfully posted open meeting on the the ___th day of _____, 2021,, the Town Council finds and determines that the proposed regulations are consistent with the Town's Comprehensive Plan, are reasonable and that the best interests of the public are served by adoption of the Shady Shores Zoning Ordinance as more specifically set forth herein.

NOW, THEREFORE, be it Ordained by the Town Council of the Town of Shady Shores, Denton County, Texas:

ARTICLE 1. FINDINGS AND PROCECURE

SECTION 1. INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. FINDINGS

After due deliberations and consideration of the recommendation of the Planning & Zoning Commission and the information and other materials received at the public hearing and public meetings, the Town Council has concluded that the . adoption of the Shady Shores Zoning Ordinance serves the best interests of the Town of Shady Shores, Texas, serves the health, safety, welfare and aesthetic concerns of the public, and is consistent with the Town's Comprehensive Plan.

SECTION 3. AMENDMENT—ADDITION OF PLANNED DEVELOPMENT DISTRICT

Zoning Ordinance No. 124, the Ordinance adopting the Comprehensive Zoning Ordinance of the Town Of Shady Shores, Texas, as subsequently amended by Ordinance 256-5-2013 (such

Ordinances being collectively referred to as "Zoning Ordinance No. 256-5-2013"), is hereby amended as set forth below in Article 2 of this Ordinance. The Shady Shores Zoning Map is also revised as set forth in Exhibit A to this Ordinance. After due deliberations and consideration of the recommendation of the Planning & Zoning Commission and the information and other materials received at the public hearing and public meetings, the Town Council has concluded that the . adoption of this amendment to the Shady Shores Zoning Ordinance serves the best interests of the Town of Shady Shores, Texas, serves the health, safety, welfare and aesthetic concerns of the public, and is consistent with the Town's Comprehensive Plan. This Shady Shores Zoning Ordinance amendment and Zoning Map are hereby adopted. Notwithstanding the foregoing, any and all legally adopted ordinances creating or regulating a planned development district or granting a specific use permit shall remain in full force and effect and shall not be affected by the by the adoption of this Shady Shores Zoning Ordinance amendment and Zoning Map.

ARTICLE 2. PLANNED DEVELOPMENT DISTRICT-ADDITON TO ZONING ORDINANCE

2.1 The Comprehensive Zoning Ordinance of the Town of Shady Shores is Ordinance 256-5-2013, now codified in the Municipal Code of the Town of Shady Shores at CHAPTER 14. The amendments in this ordinance are shown as amendments to Ordinance 256. Corresponding modifications to the Municipal Code will be made upon the next revision to the Municipal Code.

2.2 Whether in Ordinance 256-5-2013, or as codified in the Municipal Code, the Town's zoning ordinance is referred to as the Comprehensive Zoning Ordinance, or "CZO", or the "Shady Shores Zoning Ordinance".

2.3 The Planned Development Zoning District ("PD—Planned Development District") created by this Ordinance is added to the CZO as set forth below, with changes or additions to Ord. 256 to do so as follows:

I. Article 1.1 Definitions, at "Zoning Classifications" add:

(F) PD-Planned Development District means the district established in Article 2.8.

II. <u>Article 2.1 (a), modify as follows:</u>

"(a) **Required:** The Town of Shady Shores is hereby defining districts. The use heights and regulations are uniform within each District.

R-1350-1 Residential District

R-1500-3/4 Residential District

R-1800-1/2 Residential District

R-2000-1/2 Residential District

H-1200-4400 Historical District”

PD—Planned Development District

III. ***Add Article 2.8 to the*** ***Shady Shores Municipal Code*** **Chapter 14. In Exhibit A .** ***as follows:***

“**ARTICLE 2.8 PD—PLANNED DEVELOPMENT DISTRICT**

A) *Purpose*

The (PD) Planned Development District is intended to provide for combining and mixing uses into integral land use units such as industrial parks, industrial, office and commercial centers; residential development with multiple or mixed housing types; or any appropriate combination of uses which may be planned, developed, or operated as integral land use units, whether by a single owner or a combination of owners.

B) *Description*

After a public hearing has been convened and proper notice to all affected property owners has been made in accordance with this Subtitle and after a recommendation by the Planning and Zoning Commission has been submitted to the Town Council, the Town Council may authorize the creation of a (PD) Planned Development District as follows:

1) Planned Development - Single Family (PD-SF) comprised of residential developments on tracts of five (5) acres or more;

2) Planned Development- Mixed Use (PD-MU) comprised of mixed use development on tracts of five (5) acres or more;

3) Planned Development - Commercial (PD-C) comprised of commercial development on tracts of less than five (5) acres when a determination has been made by the Planning and Zoning Commission that the area to be rezoned cannot be rezoned to any other zoning district without creating the potential of adversely affecting the property that is the subject of the rezoning or adversely affecting areas properties adjacent or in close proximity; or

4) Planned Development -Business (PD-B) comprised of business developments on tracts of less than five (5) acres when a determination has been made by the Planning and Zoning Commission that the area to be rezoned cannot be rezoned to any other zoning district without creating the potential of adversely affecting the property that is the subject of the rezoning or adversely affecting properties adjacent or in close proximity.

C) *Permitted Uses*

The uses to be permitted in any (PD) Planned Development District shall be enumerated in the ordinance which creates such district. Any proposed amendment to the uses permitted within a (PD) Planned Development District shall be submitted and processed in accordance with this Article 2.8.

D) *Procedures*

1) The steps necessary to request creation of a (PD) Planned Development District shall be as follows:

2) Preapplication conference for presentation and discussion of a preliminary drawing in a form for a change of zoning with all required supporting materials.

3) Every (PD) Planned Development District approved under the provisions of this Subtitle shall be considered an amendment to the Zoning Ordinance and Zoning Map and applicable only to the property described in the legal description of the property;

4) In carrying out the development of a (PD) Planned Development District, compliance with the applicable development conditions and development schedule shall be required. Such conditions as are specified for the development of a (PD) Planned Development District shall not be construed as conditions precedent to the approval of the zoning amendment, but shall be construed as conditions precedent to the granting of a Certificate of Occupancy by the Town of Shady Shores.

E) *Pre-application Requirements*

1) Pre-application Conference: An applicant for a (PD) Planned Development District shall schedule a pre-application conference prior to the formal submission of the application materials. At the pre-application conference, the applicant shall provide a preliminary drawing, Concept Plan that includes, but is not limited to, the following:

a) A statement of completion of the Pre-Application Checklist requirements. The Pre-Application Checklist will be available from the Town Secretary's office.

b) Delineation of site boundaries.

c) General site layout indicating relationship of the proposed land uses, parking, and street layout(s);

d) Proposed residential development densities.

e) Approximate gross square footage of non-residential uses where applicable.

f) Projected building heights.

g) General topographic conditions.

h) A table identifying the Zoning District and the associated Area Requirements to which the proposed Planned Development District (PD) is most closely aligned and to which the PD will conform unless otherwise identified; and

i) Significant environmental features, including flood plains and water course; and d In addition to the Concept Plan, the applicant shall provide proposed Development Guidelines outlining design requirements and characteristics of the Planned Development District (PD). delineation of approximate acreage for each land use specified.

In addition to the Concept Plan, the applicant shall provide proposed Development Guidelines outlining design requirements and characteristics of the Planned Development District (PD).

2) Comments: Based on the information provided by the applicant, initial comments concerning the merits of the proposed development and provide any other information necessary to aid the applicant in the preparation of the formal application.

3) Application Submission: Any person, group of persons, or Corporation having a proprietary interest in any property may file an application for a (PD) Planned Development District. Such application shall be submitted and processed in accordance with Shady Shores, Texas, Zoning Ordinance.

4) Formal Public Hearing: The Planning and Zoning Commission shall hold an advertised public hearing in accordance with the procedures set forth herein. The Planning and Zoning Commission shall make its recommendation to the Town Council in accordance with the standard procedures for a change in zoning classification in the Town of Shady Shores. The Planning and Zoning Commission may recommend, and the Town Council may approve the request for a (PD) Planned Development District as submitted or may make any modifications thereto as may be appropriate.

5) In approving an ordinance establishing the (PD) Planned Development District, the Town Council shall, after recommendation of the Planning and Zoning Commission, specify such height density, site coverage, setback, landscaping, off-street parking and all other standards as are appropriate for the development which are considered necessary to protect the health, safety, and general welfare, and to create a reasonable transition to, and protection from, property adjacent to the (PD) Planned Development District.

F) *Development Schedule*

1) If the applicant desires, or the Planning and Zoning Commission or the Town Council requires, a development schedule shall be submitted indicating the approximate date on which construction is expected to begin and the rate of anticipated development to completion. The development schedule shall, if adopted by the Town Council, become part of the ordinance

creating such (PD) Planned Development District, and shall be adhered to by the owner, developer, and successors in interest.

2) If in the opinion of the Planning and Zoning Commission and /or Town Council the owner or owners of the property are failing or have failed to meet the approved schedule, the Planning and Zoning Commission and/or Town Council may initiate proceeding to amend the ordinance of the (PD) Planned Development District or remove all or part of the (PD) Planned Development District from the Official Zoning Map and place the area involved in another appropriate zoning district. Such action shall occur in accordance with this Subtitle. Upon the recommendation of the Planning and Zoning Commission, and for good cause shown by the owner or developer, the Town Council may extend the development schedule or adopt such new development schedule as may be indicated by the facts and conditions of the case.

G) *Planned Amendment to (PD Development District*)

1) Any major amendment, supplement, deletion, or modification to the (PD) Planned Development District may be granted upon application by any person, group of persons or corporation having a proprietary interest herein. Any application for such amendment, supplement, deletion, or modification shall contain the information specified in this Subtitle and shall be processed in accordance with the procedures set forth in this Subtitle.

2) The Mayor or designee may authorize minor amendments that:

a) Do not alter the basic relationship of the proposed development to adjacent property.

b) Do not alter the permitted uses.

c) Do not increase the maximum density, floor area, height, or site coverage.

d) Do not decrease the amount of required off-street parking; and

e) Do not reduce the required minimum yards or setbacks.

H) *Coordination with Subdivision Ordinance*

1) It is the intent of this section that subdivision review under the subdivision regulation of the Town of Shady Shores is carried out simultaneously with the review of a (PD) Planned Development District under the provisions of this Subtitle.

2) Both this Subtitle and the Shady Shores, Texas Subdivision Regulations contain regulations which apply to the design of a Planned Development District, including such matters as streets, utilities, and open spaces. In any (PD) Planned Development District for which the provision of the two (2) ordinances are in conflict, the Mayor or Designee shall submit a

recommendation to the Planning and Zoning Commission, which shall determine which standard shall prevail. Appeal from such decision shall be in accordance with this Subtitle."

{End of Shady Shores Municipal Code Chaper 14, Ex. A, Article 2.8.}

ARTICLE III.   PENALTY FOR VIOLATIONS

Violations: It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not less than One Dollar ($1.00) nor more than Two Thousand Dollars ($2,000.00), and a separate offense shall be deemed committed each day or part of a day during or on which a violation occurs or continues. Further, if the governing body of the Town of Shady Shores determines that a violation of this Ordinance creates a threat to the public safety, the Town may bring suit in the District Court to enjoin such violation and may exercise all available remedies as allowed by law.

ARTICLE IV.   SEVERABILITY CLAUSE

If for any reason any section, paragraph, subdivision, word, phrase, clause or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, word, phrase, clause or provision of this Ordinance. For it is the definite intent of this Town Council that every section, paragraph, subdivision, word, phrase, clause or provision of this Ordinance be given full force and effect for its purpose.

ARTICLE V. REPEALING CLAUSE

That this Ordinance shall be cumulative of all other Ordinances affecting zoning and zoning maps which are not expressly amended or repealed hereby in accordance prior Ordinances of the Town and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

ARTICLE VI. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and the publication of the caption of this Ordinance, as the law in such cases provides.

PASSED AND APPROVED this the _______ day of _______, 2021 by the Town Council of the Town of Shady Shores, Denton County, Texas.

Town of Shady Shores, Texas:

____
Cindy Aughinbaugh, Mayor

ATTEST:

____
Wendy Withers, Town Secretary

APPROVED AS TO FORM:

____
James E. Shepherd, Town Attorney

AGENDA MEMORANDUM

DATE: April 12, 2021

TO: Town Council

FROM: Wendy Withers, Town Administrator

SUBJECT: **Olive's Branch/W Shady Shores Road Bid Package-Consider and act on approval of a bid package for the Olive's Branch W. Shady Shores Road project.**

BACKGROUND/INFORMATION:

Review the bid packages for the Olive's Branch W. Shady Shores drainage repairs.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY: