



**SHADY SHORES TOWN COUNCIL
REGULAR SESSION
AUGUST 9, 2021; 7:00 PM
VIRTUAL/PHYSICAL MEETING
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://shadyshores.tx.civicclerk.com/>

MEETING LOG IN DIRECTIONS

1. Join Zoom Meeting

<https://us02web.zoom.us/j/89842219636?pwd=a2FpK2dUWG9nMUo4MGdtUFIKeVFSUT09>

Meeting ID: 898 4221 9636

Passcode: 713357

One tap mobile

+13462487799,,89842219636#,,, *713357# US (Houston)

+16699006833,,89842219636#,,, *713357# US (San Jose)

CALL TO ORDER

ROLL CALL

Establish a quorum.

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

PROCLAMATIONS, PRESENTATIONS AND AWARDS

1. United Way Proclamation

2. Republic Services Presentation of Butterfly Garden Grant

COUNCILMEMBER/COMMITTEE/STAFF REPORTS:

1. Keep Shady Shores Beautiful

2. Animal Control

3. Code Enforcement
4. Police Department
5. Fire Department
6. Staff Report
7. Roads, Drainage, Capital Improvements
8. Announcements

1. Town Hall Closed September 6, 2021 in observance of Labor Day
 2. National Night Out October 2
 3. Upcoming Meetings
- August 19th, 2021 Special Called Town Council Meeting- Council will discuss issuance of Certificates of Obligation
Public Hearing on the Budget & Tax Rate

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. Minutes- Consider and act on approval of the minutes of the July 12, 2021 Regular Town Council Meeting.
2. Interlocal Agreement Dobbs Road- Consider and act on ratification of the interlocal agreement for Dobbs road.
3. Interlocal Agreement Span- Consider and act on approval of an interlocal agreement with Span to provide rides for seniors, veterans and other qualified persons.

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. Councilmember Appointment- Consider and act on appointment of an individual to fill the unexpired term for Shady Shores Town Council Place 4.
2. Oath of Office- Deliver the Oath of Office to the newly appointed Councilmember.
3. Short Term Rentals Ordinance- Conduct a worksession relative to Short Term Rentals in the Town of Shady Shores. Consider and act on approval of an Ordinance establishing a registration system.
4. Budget Worksession- Conduct a worksession relative to the 2021/2022 Fiscal Year Budget.
5. 2021 Property Tax Rate- Consider and act on approval of a proposed tax rate. Consider and act on approval of a resolution setting the date for public hearing on the tax rate.

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. TX Local Government Code 551.074- Personnel Matters- Performance Reviews for Town Staff
 - a) Town Administrator/Secretary
 - b) Municipal Court Administrator
 - c) Office Clerk
 - d) Code Compliance
2. Govt. Code sec. 552.071 Confidential legal advice regarding the status of state law regarding short term rentals and the legal options available.

ACTION REGARDING EXECUTIVE SESSION

FUTURE AGENDA ITEMS AND STAFF DIRECTION

ADJOURN

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

I, Cindy Aughinbaugh, Mayor of the Town of Shady Shores do hereby certify that the above notice of the Regular Town Council Meeting was posted on the bulletin board at the Community Center, 101 S. Shady Shores Road, Shady Shores, Texas on _____ Day of _____ 2021, at _____ .M.

Cindy Aughinbaugh, Mayor



AGENDA MEMORANDUM

DATE: August 9, 2021
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: **United Way Proclamation**

BACKGROUND/INFORMATION:

United Way of Denton County is a local affiliate of a global organization, a locally-governed, autonomous, 501(c)(3) charitable nonprofit organization founded in 1953. United way is a movement of volunteers and donors in our community striving to make a difference. Across Denton County, a diverse range of passionate and compassionate people LIVE UNITED to serve those in need.

The mission of the United Way is to create and sustain relationships that identify and leverage community resources that help children, families, veterans, people experiencing homelessness, and people affected by mental illness - making Denton County the best place to live and work.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Location	Notes	Code
Jul 26, 2021 2:44 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals.	Animal Control
Jul 26, 2021 1:16 PM 609 Lake Shore Road	The canine that was loose at this house that bit me was picked up and placed into quarantine.	Animal Control
Jul 25, 2021 12:00 PM 609 Lake Shore Road	I spoke to Mr. Cutting and informed him our large canine trap is at another location and we will be picking it up Monday morning and then coming to his house. Mr. Cutting stated he understood and would see us then.	Animal Control
Jul 24, 2021 5:50 PM 609 Lake Shore Road	Mr. Cutting called and stated the canine was back and they have tried several times to get the canine contained in their garage but it runs out every time. I informed Mr. Cutting to let the canine rest and we will get it in the morning. Mr. Cutting stated he understood.	Animal Control
Jul 24, 2021 8:30 AM 609 Lake Shore Road	I responded to a stray canine at this address. Upon arrival the canine took off running I chased in back and forth between the two cross streets. I was finally able to corner the canine back at this address. While trying to get the leash on the canine it charged me and jumped up and bite me on my right hand ring finger. I contacted Kirk and Bob and informed them of the situation. I continued to contain the canine but lost it in the forest.	Animal Control
Jul 19, 2021 4:18 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals.	Animal Control

Location	Notes	Code
Jul 15, 2021 8:58 AM 267 lakeshore rd	Responded stray dog running loose in the area. Drove the area and never found the any loose dogs.	Animal Control
Jul 14, 2021 2:43 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals. Spoke to Joan	Animal Control
Jul 9, 2021 8:28 AM 101 S Shady Shores Road	Patrolled city focusing on stray animals.	Animal Control

Memo

To: Wendy Withers
From: Char DuPree
cc: Town Council
Date: August 3, 2021
Re: July 2021 Code Enforcement Report

July inspections include the following:

1. Swisher Rd. (across from the cemetery): reported excessive vegetation on the street. Inspected, however, violation was not apparent and closed issue.
2. Trees next to 138 N. Garza: inspected and notice sent.
3. 202 Smokey Lane: continuing to monitor trash/debris and junk vehicle violations. It appears the owner or family of owner is constructing a privacy fence to block the view of this property. The junk car in the front yard has been removed.
4. 216 N. Garza (Attila Ranch): reinspection of vegetation grown into the right of way and low hanging trees; nothing has been done. A second notice has been sent to the property management company. The first notice was by phone and mail. A citation will be issued on the next failed reinspection.
5. 300 Meadowlark (Pentecostal Church): Reinspection of high grass and unsafe structure; property has not been mowed and building has not been improved. Second notice issued for the unsafe structure and work order issued for the mowing. Before the Town mowed, someone had mowed the property and the case was closed.
6. 401 Meadowlark: reinspection for high grass/weeds violation; violation abated - case closed.
7. 141 Chapparral: reinspection of parking violation; violation abated – case closed.
8. 400 Oakwood Cr: parking violation inspected and notice sent to property owner.
9. 125 Mustang Tr: reinspection of trash/debris violation; violation abated – case closed.
10. Resident/Owners on Francks Cr. mooring boats and jet skis in lake when not in use: letters sent including Core of Engr. regulations regarding water vessels. I will continue to monitor issue.
11. 224 Oakwood: high grass/weeds violation; letter sent.
12. 228 Oakwood: high grass/weeds violation; letter sent

13. Lakeside MHP-lot #18: mobile home skirting violation; letter sent.
14. Lakeside MHP-lot #4: trash/debris violation; letter sent.
15. Lakeside MHP-lot #60: mobile home skirting and trash/debris violation; letters sent.
16. 405 S. Shady Shores Rd: high grass/weeds violation; letter sent.
17. 548 Laura: high grass/weeds violation; letter sent.
18. 543 Lakeshore: high grass/weeds violation; letter sent.
19. 146 N. Garza: corner tree on property is lower than 14 ft.; letter sent.
20. 313 W. Shady Shores: tree branches on front of lot are lower than 14 ft.; letter sent.
21. 115 Carolyn Way: high grass/weeds violation; letter sent.
22. 201 Carolyn Way: 3 ft swimming pool erected in the front yard; pool must be moved and fenced; letter sent.
23. 122 Mustang Tr: reinspection of parking violation; abated – closed case.
24. 319 Berry Ln: violation of trash/debris; letter sent.
25. Olives Branch: responded to complaint regarding parking on the street; noted 2 cars were parked legally during the day.
26. Fritz Ln: responded to complaint regarding road conditions; inspected and took pictures of deteriorating side of road. Pictures and report will be sent to Town Administrator for follow-up.
27. 209 Redbud: reported parking violation; inspection conducted. White truck was parked legally during the day; will send parking ordinance to property owner for review.
28. 211 Redbud: junked vehicle and trash/debris violations; also, back yard fence is in need of repair. Property owner notified.
29. 206 Redbud: high grass/weeds violation; letter sent.
30. 204 Redbud: large amount of tree limbs/branches on front curb of property not bundled; letter sent.
31. 406 Shady Oaks: high grass/weeds violation; letter sent.
32. 205 Lakeshore: large amount of tree limbs/branches on south side of property not bundled; letter sent.
33. 100 S. Shady Shores: high grass/weeds violation; letter sent.
34. 100 Lakeshore (former Olive Stephens property): high grass/weeds violation; letter sent.

Continuing to work low tree limb issues throughout town, including City of Corinth property on Berry Lane and Olives Branch trees that hang over West Shady Shores. Other issues include 202 Smokey and the unsafe structure at 300 Meadowlark (the Pentecostal Church). The church building will be worked in accordance with the dangerous structure ordinance to gain compliance.



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									2
Alarm system sounded due to malfunction													0
Animal rescue													0
Arcing, shorted electrical equipment						4							4
Assist Police or other agency						1							1
Assist invalid		1		3		2	1						7
Authorized controlled burning	2	2	6	7		2	4						23
Brush or brush-and-grass mixture fire			1	1									2
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					1								1
Dispatched & cancelled en route			2		1								3
Electrical wiring/equipment problem, Other							1						1
Elevator Rescue													0
Emergency medical service, other													0
EMS call, excluding vehicle accident with injury	7	12	8	5	10	3	3						48
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				1		1							2
Motor vehicle accident with injuries													0
Motor Vehicle Accident with no injuries					1		1						2
Motor Vehicle/Pedestrian Accident													0
No Incident found on arrival at dispatch address		1		1	1								3
Outside trash or waste fire													0
Outside equipment fire													0
Outside Storage Fire													0
Passenger Vehicle Fire													0
Person in Distress													0
Police matter													0
Power line down													0
Public Education													0
Public service	2		1		1	1							5
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	19	15	14	10	0	0	0	0	0	127

Incident Date between 2021-07-01

and 2021-07-31

Incident Date	Incident Number	NFIRS Number	Incident Type Code	Incident Type	District	Status
7/1/2021	21002153	0002159	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/1/2021	21002154	0002160	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/1/2021	21002155	0002161	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/1/2021	21002156	0002162	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/1/2021	21002157	0002163	611	Dispatched & canceled en route	Lewisville	1
7/1/2021	21002158	0002164	324	Motor vehicle accident with no injuries.	Lake Dallas	1
7/1/2021	21002159	0002165	554	Assist invalid	Corinth	1
7/2/2021	21002160	0002166	324	Motor vehicle accident with no injuries.	Denton	1
7/2/2021	21002161	0002167	745	Alarm system activation, no fire - unintentional	Corinth	1
7/2/2021	21002162	0002168	324	Motor vehicle accident with no injuries.	Hickory Creek	1
7/2/2021	21002163	0002169	745	Alarm system activation, no fire - unintentional	Lake Dallas	1
7/2/2021	21002164	0002170	611	Dispatched & canceled en route	Corinth	1
7/2/2021	21002165	0002171	324	Motor vehicle accident with no injuries.	Hickory Creek	1
7/2/2021	21002166	0002172	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/2/2021	21002167	0002173	324	Motor vehicle accident with no injuries.	Corinth	1
7/2/2021	21002168	0002174	324	Motor vehicle accident with no injuries.	Lake Dallas	1
7/2/2021	21002169	0002175	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/2/2021	21002170	0002176	622	No incident found on arrival at dispatch address	Corinth	1
7/2/2021	21002171	0002177	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/3/2021	21002172	0002178	322	Motor vehicle accident with injuries	Corinth	1
7/3/2021	21002173	0002179	324	Motor vehicle accident with no injuries.	Corinth	1
7/3/2021	21002174	0002180	554	Assist invalid	Hickory Creek	1
7/3/2021	21002175	0002181	554	Assist invalid	Corinth	1
7/3/2021	21002176	0002182	551	Assist police or other governmental agency	Corinth	1
7/3/2021	21002177	0002183	553	Public service	Lake Dallas	1
7/3/2021	21002178	0002184	631	Authorized controlled burning	Shady Shores	1
7/3/2021	21002179	0002185	611	Dispatched & canceled en route	Corinth	1
7/3/2021	21002180	0002196	571	Cover assignment, standby, moveup	Lake Dallas	1
7/3/2021	21002181	0002186	322	Motor vehicle accident with injuries	Denton County	1
7/3/2021	21002182	0002187	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/3/2021	21002183	0002188	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/3/2021	21002184	0002189	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/3/2021	21002185	0002190	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/4/2021	21002186	0002191	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/4/2021	21002187	0002192	554	Assist invalid	Corinth	1
7/4/2021	21002188	0002194	321	EMS call, excluding vehicle accident with injury	Corinth	1

7/4/2021	21002189	0002193	324	Motor vehicle accident with no injuries.	Lake Dallas	1
7/4/2021	21002190	0002195	622	No incident found on arrival at dispatch address	Hickory Creek	1
7/4/2021	21002191	0002197	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/4/2021	21002192	0002198	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/4/2021	21002193	0002199	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/4/2021	21002194	0002200	571	Cover assignment, standby, moveup	Highland Village	1
7/4/2021	21002195	0002201	511	Lock-out	Hickory Creek	1
7/4/2021	21002196	0002202	511	Lock-out	Hickory Creek	1
7/4/2021	21002197	0002203	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/4/2021	21002198	0002204	611	Dispatched & canceled en route	Highland Village	1
7/4/2021	21002199	0002205	746	Carbon monoxide detector activation, no CO	Highland Village	1
7/5/2021	21002200	0002206	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/5/2021	21002201	0002207	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/5/2021	21002202	0002208	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/5/2021	21002203	0002209	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/5/2021	21002204	0002210	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/5/2021	21002205	0002211	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/5/2021	21002206	0002212	554	Assist invalid	Hickory Creek	1
7/5/2021	21002207	0002213	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/5/2021	21002208	0002214	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/5/2021	21002209	0002215	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/6/2021	21002210	0002216	735	Alarm system sounded due to malfunction	Denton County	1
7/6/2021	21002211	0002217	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/6/2021	21002212	0002220	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/6/2021	21002213	0002221	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/6/2021	21002214	0002222	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
7/6/2021	21002215	0002223	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/6/2021	21002216	0002224	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/6/2021	21002217	0002225	324	Motor vehicle accident with no injuries.	Hickory Creek	1
7/6/2021	21002218	0002226	322	Motor vehicle accident with injuries	Hickory Creek	1
7/7/2021	21002219	0002227	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/7/2021	21002220	0002228	631	Authorized controlled burning	Shady Shores	1
7/7/2021	21002221	0002229	631	Authorized controlled burning	Shady Shores	1

7/7/2021	21002222	0002230	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/7/2021	21002223	0002231	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/7/2021	21002224	0002232	735	Alarm system sounded due to malfunction	Denton County	1
7/7/2021	21002225	0002233	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/7/2021	21002226	0002234	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
7/7/2021	21002227	0002235	324	Motor vehicle accident with no injuries.	Lake Dallas	1
7/7/2021	21002228	0002236	132	Road freight or transport vehicle fire	Hickory Creek	1
7/7/2021	21002229	0002237	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/7/2021	21002230	0002238	740	Unintentional transmission of alarm, other	Corinth	1
7/8/2021	21002231	0002239	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/8/2021	21002232	0002240	324	Motor vehicle accident with no injuries.	Hickory Creek	1
7/8/2021	21002233	0002241	622	No incident found on arrival at dispatch address	Hickory Creek	1
7/8/2021	21002234	0002242	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/8/2021	21002235	0002243	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/8/2021	21002236	0002244	322	Motor vehicle accident with injuries	Corinth	1
7/8/2021	21002237	0002245	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/9/2021	21002238	0002246	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/9/2021	21002239	0002247	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/9/2021	21002240	0002248	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/9/2021	21002241	0002249	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/9/2021	21002242	0002250	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/9/2021	21002243	0002251	611	Dispatched & canceled en route	Little Elm	1
7/9/2021	21002244	0002252	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/9/2021	21002245	0002253	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/10/2021	21002246	0002254	554	Assist invalid	Shady Shores	1
7/10/2021	21002247	0002255	611	Dispatched & canceled en route	Lake Dallas	1
7/10/2021	21002248	0002256	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/10/2021	21002249	0002257	142	Brush or brush-and-grass mixture fire	Hickory Creek	1
7/10/2021	21002250	0002258	622	No incident found on arrival at dispatch address	Corinth	1
7/10/2021	21002251	0002259	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/10/2021	21002252	0002260	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/10/2021	21002253	0002261	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/10/2021	21002254	0002262	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/10/2021	21002255	0002263	321	EMS call, excluding vehicle accident with injury	Corinth	1

7/10/2021	21002256	0002264	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/10/2021	21002257	0002265	550	Public service assistance, other	Hickory Creek	1
7/11/2021	21002258	0002266	743	Smoke detector activation, no fire - unintentional	Hickory Creek	1
7/11/2021	21002259	0002267	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/11/2021	21002260	0002268	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/11/2021	21002261	0002269	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/11/2021	21002262	0002270	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/11/2021	21002263	0002271	553	Public service	Lake Dallas	1
7/11/2021	21002264	0002272	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/11/2021	21002265	0002273	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/11/2021	21002266	0002274	441	Heat from short circuit (wiring), defective/worn	Corinth	1
7/11/2021	21002267	0002275	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/11/2021	21002268	0002276	611	Dispatched & canceled en route	Argyle	1
7/12/2021	21002269	0002277	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/12/2021	21002270	0002278	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/12/2021	21002271	0002279	324	Motor vehicle accident with no injuries.	Corinth	1
7/12/2021	21002272	0002280	745	Alarm system activation, no fire - unintentional	Corinth	1
7/12/2021	21002273	0002281	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/12/2021	21002274	0002282	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/13/2021	21002275	0002283	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/13/2021	21002276	0002284	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/13/2021	21002277	0002285	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/13/2021	21002278	0002286	611	Dispatched & canceled en route	Hickory Creek	1
7/13/2021	21002279	0002287	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/13/2021	21002280	0002288	735	Alarm system sounded due to malfunction	Lake Dallas	1
7/13/2021	21002281	0002289	411	Gasoline or other flammable liquid spill	Lake Dallas	1
7/13/2021	21002282	0002290	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/13/2021	21002283	0002291	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/13/2021	21002284	0002292	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/14/2021	21002285	0002293	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/14/2021	21002286	0002294	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/14/2021	21002287	0002295	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/14/2021	21002288	0002296	611	Dispatched & canceled en route	Hickory Creek	1

7/14/2021	21002289	0002297	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
7/14/2021	21002290	0002298	622	No incident found on arrival at dispatch address	Lake Dallas	1
7/14/2021	21002291	0002299	631	Authorized controlled burning	Shady Shores	1
7/14/2021	21002292	0002300	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/14/2021	21002293	0002301	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/14/2021	21002294	0002302	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/14/2021	21002295	0002303	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/15/2021	21002296	0002304	745	Alarm system activation, no fire - unintentional	Corinth	1
7/15/2021	21002297	0002305	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/15/2021	21002298	0002306	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/15/2021	21002299	0002307	622	No incident found on arrival at dispatch address	Hickory Creek	1
7/15/2021	21002300	0002308	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/15/2021	21002301	0002309	746	Carbon monoxide detector activation, no CO	Hickory Creek	1
7/15/2021	21002302	0002310	554	Assist invalid	Corinth	1
7/15/2021	21002303	0002311	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/15/2021	21002304	0002312	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/15/2021	21002305	0002313	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/15/2021	21002306	0002314	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/15/2021	21002307	0002315	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/16/2021	21002308	0002316	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/16/2021	21002309	0002317	611	Dispatched & canceled en route	Corinth	1
7/16/2021	21002310	0002318	611	Dispatched & canceled en route	Corinth	1
7/16/2021	21002311	0002319	553	Public service	Hickory Creek	1
7/16/2021	21002312	0002320	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/16/2021	21002313	0002321	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/16/2021	21002314	0002322	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/16/2021	21002315	0002323	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/16/2021	21002316	0002324	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/16/2021	21002317	0002325	321	EMS call, excluding vehicle accident with injury	Denton County	1
7/17/2021	21002318	0002326	561	Unauthorized burning	Corinth	1
7/17/2021	21002319	0002327	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/17/2021	21002320	0002328	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/17/2021	21002321	0002329	324	Motor vehicle accident with no injuries.	Hickory Creek	1
7/17/2021	21002322	0002330	321	EMS call, excluding vehicle accident with injury	Corinth	1

7/18/2021	21002323	0002331	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/18/2021	21002324	0002332	321	EMS call, excluding vehicle accident with injury	Denton County	1
7/18/2021	21002325	0002333	324	Motor vehicle accident with no injuries.	Hickory Creek	1
7/18/2021	21002326	0002334	324	Motor vehicle accident with no injuries.	Hickory Creek	1
7/18/2021	21002327	0002335	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/19/2021	21002328	0002336	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/19/2021	21002329	0002337	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/19/2021	21002330	0002338	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/19/2021	21002331	0002339	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/19/2021	21002332	0002340	324	Motor vehicle accident with no injuries.	Lake Dallas	1
7/19/2021	21002333	0002343	324	Motor vehicle accident with no injuries.	Lake Dallas	1
7/19/2021	21002334	0002341	611	Dispatched & canceled en route	Lake Dallas	1
7/19/2021	21002335	0002342	322	Motor vehicle accident with injuries	Lake Dallas	1
7/19/2021	21002336	0002344	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/19/2021	21002337	0002345	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/19/2021	21002338	0002346	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/19/2021	21002339	0002347	324	Motor vehicle accident with no injuries.	Hickory Creek	1
7/19/2021	21002340	0002348	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/19/2021	21002341	0002349	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/20/2021	21002342	0002350	132	Road freight or transport vehicle fire	Corinth	1
7/20/2021	21002343	0002351	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/20/2021	21002344	0002352	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/20/2021	21002345	0002353	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/20/2021	21002346	0002354	321	EMS call, excluding vehicle accident with injury	Denton County	1
7/20/2021	21002347	0002355	440	Electrical wiring/equipment problem, other	Shady Shores	1
7/20/2021	21002348	0002356	611	Dispatched & canceled en route	Little Elm	1
7/20/2021	21002349	0002357	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/20/2021	21002350	0002358	661	EMS call, party transported by non-fire agency	Hickory Creek	1
7/20/2021	21002351	0002359	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/21/2021	21002352	0002360	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/21/2021	21002353	0002361	622	No incident found on arrival at dispatch address	Lake Dallas	1
7/21/2021	21002354	0002362	631	Authorized controlled burning	Lake Dallas	1
7/21/2021	21002355	0002363	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/21/2021	21002356	0002364	554	Assist invalid	Corinth	1
7/21/2021	21002357	0002365	622	No incident found on arrival at dispatch address	Lake Dallas	1
7/21/2021	21002358	0002366	611	Dispatched & canceled en route	Lake Dallas	1

7/21/2021	21002359	0002367	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/22/2021	21002360	0002368	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/22/2021	21002361	0002369	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/22/2021	21002362	0002370	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/22/2021	21002363	0002371	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/22/2021	21002364	0002372	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/22/2021	21002365	0002373	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/22/2021	21002366	0002374	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/22/2021	21002367	0002375	553	Public service	Corinth	1
7/22/2021	21002368	0002376	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/22/2021	21002369	0002377	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/22/2021	21002370	0002378	700	False alarm or false call, other	Corinth	1
7/22/2021	21002371	0002379	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/23/2021	21002372	0002380	324	Motor vehicle accident with no injuries.	Lake Dallas	1
7/23/2021	21002373	0002381	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/23/2021	21002374	0002382	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/23/2021	21002375	0002383	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/23/2021	21002376	0002384	745	Alarm system activation, no fire - unintentional	Hickory Creek	1
7/23/2021	21002377	0002385	324	Motor vehicle accident with no injuries.	Lake Dallas	1
7/24/2021	21002378	0002386	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/24/2021	21002379	0002387	512	Ring or jewelry removal	Corinth	1
7/24/2021	21002380	0002388	611	Dispatched & canceled en route	Hickory Creek	1
7/24/2021	21002381	0002389	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/25/2021	21002382	0002390	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/25/2021	21002383	0002391	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/25/2021	21002384	0002392	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/25/2021	21002385	0002393	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/25/2021	21002386	0002394	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/25/2021	21002387	0002395	554	Assist invalid	Corinth	1
7/25/2021	21002388	0002396	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/25/2021	21002389	0002397	622	No incident found on arrival at dispatch address	Hickory Creek	1
7/25/2021	21002390	0002398	611	Dispatched & canceled en route	Corinth	1
7/25/2021	21002391	0002399	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/25/2021	21002392	0002400	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/25/2021	21002393	0002401	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1

7/26/2021	21002394	0002402	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/26/2021	21002395	0002403	441	Heat from short circuit (wiring), defective/worn	Lake Dallas	1
7/26/2021	21002396	0002404	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/26/2021	21002397	0002406	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/26/2021	21002398	0002405	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/26/2021	21002399	0002407	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/26/2021	21002400	0002408	550	Public service assistance, other	Corinth	1
7/26/2021	21002401	0002409	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/26/2021	21002402	0002410	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/26/2021	21002403	0002411	324	Motor vehicle accident with no injuries.	Hickory Creek	1
7/26/2021	21002404	0002412	444	Power line down	Corinth	1
7/26/2021	21002405	0002413	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/26/2021	21002406	0002414	411	Gasoline or other flammable liquid spill	Corinth	1
7/27/2021	21002407	0002415	412	Gas leak (natural gas or LPG)	Denton County	1
7/27/2021	21002408	0002416	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/27/2021	21002409	0002417	611	Dispatched & canceled en route	Lake Dallas	1
7/27/2021	21002410	0002418	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/27/2021	21002411	0002419	322	Motor vehicle accident with injuries	Corinth	1
7/27/2021	21002412	0002420	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/27/2021	21002413	0002421	553	Public service	Corinth	1
7/28/2021	21002414	0002422	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/28/2021	21002415	0002423	611	Dispatched & canceled en route	Lake Dallas	1
7/28/2021	21002416	0002424	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/28/2021	21002417	0002425	412	Gas leak (natural gas or LPG)	Hickory Creek	1
7/28/2021	21002418	0002426	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/28/2021	21002419	0002427	324	Motor vehicle accident with no injuries.	Shady Shores	1
7/29/2021	21002420	0002428	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/29/2021	21002421	0002429	324	Motor vehicle accident with no injuries.	Hickory Creek	1
7/29/2021	21002422	0002430	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/29/2021	21002423	0002431	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/29/2021	21002424	0002432	321	EMS call, excluding vehicle accident with injury	Little Elm	1
7/29/2021	21002425	0002433	321	EMS call, excluding vehicle accident with injury	Denton County	1
7/30/2021	21002426	0002434	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/30/2021	21002427	0002435	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/30/2021	21002428	0002436	621	Wrong location	Hickory Creek	1

7/30/2021	21002429	0002437	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/30/2021	21002430	0002438	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/30/2021	21002431	0002439	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/30/2021	21002432	0002440	251	Excessive heat, scorch burns with no ignition	Hickory Creek	1
7/30/2021	21002433	0002442	511	Lock-out	Corinth	1
7/30/2021	21002434	0002443	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
7/30/2021	21002435	0002444	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/30/2021	21002436	0002445	554	Assist invalid	Corinth	1
7/30/2021	21002437	0002446	611	Dispatched & canceled en route	Little Elm	1
7/30/2021	21002438	0002447	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/31/2021	21002439	0002448	554	Assist invalid	Lake Dallas	1
7/31/2021	21002440	0002449	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/31/2021	21002441	0002450	622	No incident found on arrival at dispatch address	Lake Dallas	1
7/31/2021	21002442	0002451	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/31/2021	21002443	0002452	554	Assist invalid	Corinth	1
7/31/2021	21002444	0002453	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
7/31/2021	21002445	0002454	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/31/2021	21002446	0002455	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/31/2021	21002447	0002456	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/31/2021	21002448	0002457	321	EMS call, excluding vehicle accident with injury	Corinth	1
7/31/2021	21002449	0002458	611	Dispatched & canceled en route	Hickory Creek	1
7/31/2021	21002450	0002459	554	Assist invalid	Corinth	1
7/31/2021	21002451	0002460	611	Dispatched & canceled en route	Lake Dallas	1

Alarm Date between 2021-07-01 and 2021-08-01

Total Calls by District

District	2021-07-01	Total
Lake Dallas	84	84
Corinth	127	127
Hickory Creek	60	60
Lewisville	1	1
Denton	1	1
Shady Shores	10	10
Denton County	8	8
Highland Village	3	3
Little Elm	4	4
Argyle	1	1
Total	299	299



AGENDA MEMORANDUM

DATE: August 9, 2021
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: Staff Report

BACKGROUND/INFORMATION:

Town of Shady Shores

Monthly Statistics

Facebook

ToSS Followers 923

KSSB Followers 241

Shady-Shores.com 3,140 Visits

Email Subscribers 483

Building Permits 15

Phone Calls 832 (49 hours of phone time)

Municipal Court 16 Warnings

21 New Cases Files

28 cases closed

OFFICE ACTIVITIES

Broadband Project working with Denton County and Marketplace City to identify providers in this area.

Digital Asset Group- survey is in process

Street Repair Coordination

S. Shady Shores Road Coordination

Boardmember Councilmember Applications and Interview Schedules

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: August 9, 2021
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: Minutes- Consider and act on approval of the minutes of the July 12, 2021 Regular Town Council Meeting.

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. TC 07.12.2021

REVIEWED BY:



**TOWN OF SHADY SHORES
SHADY SHORES TOWN COUNCIL
REGULAR SESSION
JULY 12, 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 830 3889 6335.

MEMBERS PRESENT

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

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

MEETING LOG IN DIRECTIONS

1. Join Zoom Meeting

<https://us02web.zoom.us/j/83038896335?pwd=NVJrN0M5b2FQSkYySEVrQ1FSYVdhdz09>

Meeting ID: 830 3889 6335

Passcode: 285913

One tap mobile

+13462487799,,83038896335#,,, *285913# US (Houston)

+14086380968,,83038896335#,,, *285913# US (San Jose)

CALL TO ORDER

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

ROLL CALL

Establish a quorum.

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

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

PROCLAMATIONS, PRESENTATIONS AND AWARDS

1. Denco 9-1-1 Board- Sue Tejml with the Denco 9-1-1 Board will be present to give an update and introduce herself to the Town Council.

Sue Tejml was present at the meeting and thanked Mayor Cindy Aughinbaugh and the Town Administrator for allowing her to come to the meeting. Mrs. Tejml gave an update regarding Denco 9-1-1 and the functions of this organization.

Matthew Haines joined the meeting at 7:12 pm.

COUNCILMEMBER/COMMITTEE/STAFF REPORTS:

1. Keep Shady Shores Beautiful

Town Administrator Wendy Withers stated the board had not met since April 2021, and there was no report at this time.

2. Planning and Zoning Commission Report

Rebecca Morgan stated that the last time the Council met they reviewed and approved a few minor replats which did not need council approval.

3. Animal Control

Councilmember Charles Grimes gave the June 2021 Animal Control Report.

4. Code Enforcement

Councilmember Charles Grimes gave the June 2021 Code Enforcement Report.

5. Police Department

Mayor Pro-Tem Tom Newell gave the May 2021 Police Report.

Police Chief Jerry Garner was present to discuss the proposed Regional Policing Program between Lake Dallas, the City of Corinth and the Town of Shady Shores.

Chief Garner also commented in response to the report given by Sue Tejml that he has never dealt with a 9-1-1 that is as efficient as the Denton County 9-1-1.

6. Fire Department

A copy of the June 2021 Fire Department Report is available for online inspection.

7. Staff Report

Town Administrator Wendy Withers gave the staff report.

8. Roads, Stormwater, Drainage, Capital Improvements

Councilmember Mike Nowels gave the roads, stormwater, drainage, and capital improvements report.

Mayor Aughinbaugh spoke to the new repairs to repair S. Shady Shores, indicating that these repairs will be a short-term fix as the road is scheduled to be redone in 2023. Councilmember Mike Nowels gave an update on the progress of the Dobbs road project which has been authorized for engineering design to 30%. Lake Dallas and The City of Corinth will contribute 31% each while Shady Shores is allocated a 38% contribution due to our portion of the project.

9. Announcements

CONSENT AGENDA

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

Charles Grimes made a motion to approve the items on the consent agenda as presented. Mike Nowels seconded the motion.

Discussion: None

Ayes: Grimes, Haines, Nowels, Newell

Nays: None

The motion passed unanimously.

1. Minutes- Consider and act on approval of the following minutes:

1. May 12, 2021 Canvass of the 2021 General Election of City Officials

2. June 21, 2021 Special Called Town Council Meeting Minutes

3. June 9, 2021 Special Called Joint Worksession Lake Cities Town Councils

2. Interlocal Agreement Denton County Tax Collection- Consider and act on approval of an interlocal agreement with Denton County for Tax Collection.

3. Resolution Voting for Sue Tejml to serve on the Denco 9-1-1 Board- Consider and act on approval of a resolution voting for Sue Tejml to serve on the Denco 9-1-1 Board.

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.

Bill Krueger 103 Cielo Lane stated that he wished to thank Jack Nelson for his work on the Town Council and the Planning and Zoning Commission. Mr. Krueger stated that if the Town Council was going to consider making an appointment to fill Mr. Nelson's unexpired term, he would like to be considered for that appointment. Mr. Krueger stated he has lived in Shady Shores for 43 years and was elected three times as an Alderman, he also served Corinth Police VIPS Academy as a board member at Large and serves as one of the VIPS as a Citizen on Patrol. Mr. Krueger stated he felt he had good support for the position and if he was not appointed, he planned to run in the next general election.

REGULAR AGENDA ITEMS

1. 2021/2022 Fiscal Year Budget- Consider and act on approval of the draft 2021/2022 Fiscal Year Budget to be filed in the office of the Town Secretary for public inspection. Discuss dates for budget public hearing and tax rate public hearings.

Charles Grimes made a motion to approve the proposed budget for filing with the Town Secretary for public inspection. Mike Nowels seconded the motion.

Discussion; Town Administrator Wendy Withers wanted to clarify that the council was not passing the budget but merely the proposed budget for citizen review.

Ayes: Grimes, Nowels, Haines, Newell

Nays: None

The motion passed unanimously.

2. Councilmember Resignation- Consider and act on approval of the resignation of Councilmember Jack Nelson.

Mayor Aughinbaugh commented that enough time had passed, and Mr. Nelsons resignation was effective. Mr. Nelson has moved from Shady Shores and is no longer eligible to serve. Councilmembers discussed the appointment of a new member to fill Jack Nelson's unexpired term, due to the fact that there may be many special meetings required in the next few months due to the passage of the budget and tax rate. Tom Newell proposed that we interview prospective candidates for appointment, with councilmembers submitting questions to the Town Administrator to compile. The Mayor asked for volunteers to serve on the committee. The committee will be composed of Mayor Aughinbaugh, Tom Newell and Mike Nowels. The committee will make a recommendation to the Town Council at the August 9th, 2021, Town Council meeting.

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

Matthew Haines made a motion to adjourn. Charles Grimes seconded the motion. The meeting was adjourned at 7:51 pm.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2021

APPROVED:

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Administrator/Secretary



AGENDA MEMORANDUM

DATE: August 9, 2021
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: Interlocal Agreement Dobbs Road- Consider and act on ratification of the interlocal agreement for Dobbs road.

BACKGROUND/INFORMATION:

The Shady Shores Town Council approved the interlocal agreement for 30% design of Dobbs Road at the July 2021 Regular Town Council meeting. Some minor changes have been added to the agreement. A redline copy of the agreement is attached for your review.

FINANCIAL IMPLICATIONS:

The Total Cost of the Project is 5,109,357;

30% of the Design is \$157,100

Shady Shores Share (38%) \$59,698

There have been no changes to the cost of this project since the original Interlocal Agreement was approved in July.

RECOMMENDATION/ACTION DESIRED:

Approve the interlocal agreement.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Interlocal Agreement Dobbs Rd. Engineering. 30% Red Line Copy
2. Interlocal Agreement Dobbs Rd. Engineering. 30% Clean Copy 08.09.2021

REVIEWED BY:

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Interlocal Cooperation Agreement for Dobbs Road Reconstruction Project Engineering

This Interlocal Cooperation Agreement for the Dobbs Road Reconstruction Project Engineering (“Agreement”) is made and entered as of the Effective Date by and among the City of Lake Dallas (“Lake Dallas”), a Texas home rule municipality, the City of Corinth (“Corinth”), a Texas home rule municipality, and the Town of Shady Shores (“Shady Shores”), a Texas Type A ~~g~~General ~~L~~aw municipality. Lake Dallas, Corinth, and Shady Shores are sometimes referred to in this Agreement collectively as the “Parties” and individually as a “Party.”

Recitals:

WHEREAS, a public road commonly referred to by the Parties as “Dobbs Road” is located within the incorporated limits of the Parties as well as Denton County Precinct #3; and Precinct #1.

WHEREAS, the Parties desire to determine the feasibility and estimated costs that would be incurred in performing a joint project involving the reconstruction and widening of Dobbs Road from its intersection with South Shady Shores Drive on the East to its intersection with Corinth Parkway on the West (“the Project”); and

WHEREAS the Texas Interlocal Cooperation Act (Chapter 791, Texas Govt. Code, as amended), authorizes Texas municipalities and other local governments to contract with one another to perform governmental functions and services, including all or part of a function or service in recreation, public health and welfare, ~~and~~ streets, roads, ~~and~~ drainage, engineering, and other governmental functions in which such local governments are mutually interested; and

WHEREAS, an important component of the cost of the Project is identifying a concept design for the Project; and

WHEREAS, the Parties desire to engage the firm of Binkley & Barfield, Inc. (“~~“~~Engineers”) to conduct the engineering services needed for the concept design of the Project to a 30% level, additional survey work, (the “Field Survey”) and related services described in this Agreement; and

WHEREAS, the governing body of each of the Parties has determined the functions and services of the Parties set forth in this Agreement are governmental functions and services which each Party is authorized to perform and provide, and the terms, conditions and provisions of this Agreement are in support of and further the public health, safety welfare, and convenience of the citizens of each of the Parties and are in the public interest.

NOW, THEREFORE, for and in consideration of the above and foregoing recitals, the mutual benefits and obligations set forth herein, and other good and valuable consideration, the Parties agree as follows:

Section 1. Term/Termination. This Agreement shall be effective on the date when it bears the signatures, whether appearing on the same document or identical counterparts, of authorized representatives of all the Parties (“the Effective Date”) and shall terminate when all obligations set forth in this Agreement have been performed and a copy of the work performed by Engineers is delivered to the Parties. Any Party may terminate its participation in this Agreement not earlier than thirty (30) days after providing written notice to the other Parties; provided, however, a Party who exercises its right to terminate its participation in this Agreement pursuant to this Section 1 shall remain obligated pursuant to Section 3, below, to pay its portion of the costs for services provided pursuant to the Engineers Agreement (as defined below) through the effective date of such termination, which obligation shall survive the Party’s termination of its participation in this Agreement.

Section 2. Scope of Work- Town of Shady Shores as Lead / Work Product.

(a) By signing this Agreement, Corinth and Lake Dallas hereby request and authorize Shady Shores, and Shady Shores agrees, to negotiate and enter into the ~~PDobbs Road~~ project pursuant to the existing engineering contract wherein Binkley and Barfield, Inc. shall provide the engineering services required under this Agreement as-is the Town engineering firm for Shady Shores. Pursuant to the terms of that contract, Binkley & Barfield Inc. (“Engineers”) ~~will~~shall prepare design work to 30% of the finished design in order to view and make comments relevant to the ~~Pproposed~~ project. The Engineers agree, pursuant to their contract with Shady Shores (the “Engineers Agreement”), to provide the services described in and at fees and costs not to exceed those set forth in the attached Exhibits:

Exhibit A—Scope of Services

Exhibit B---Labor estimate

Exhibit C---Fee estimate

(b) Each Party agrees to cooperate ~~and~~, to the extent reasonably necessary to facilitate Engineers’ -performance of the services described in the Engineers -Agreement-, and to provide such information to Engineer and the Town of Shady Shores as may be requested.

(c) Shady Shores agrees to act as the liaison and point of contact with Engineers. Any payments owed Engineers for services or work product pursuant to the Engineers Agreement shall be paid directly by the Town of Shady Shores from funds currently available to Shady Shores, and each Party agrees to pay its share to Shady Shores in accordance with Section 3, below.

(d) Shady Shores agrees to be ~~primarily~~solely responsible for monitoring Engineers’ work and for requiring Engineers’ timely compliance with provisions of the Engineers Agreement.

(e) Each Party shall be entitled to receive a digital copy of the completed design. There shall be no additional charge to the Parties for such digital data which shall be provided in PDF and AutoCAD format.

Section 3. Consideration and Payment Obligations.

(a) Each Party agrees to pay its proportionate share of the costs of the Services provided by Engineer pursuant to the Engineers Agreement based upon the following allocation:

- (1) Corinth: 31%
- (2) Lake Dallas: 31%
- (3) Shady Shores: 38%

(b) The total cost of the Services provided by Engineers pursuant to the “Engineers Agreement shall not exceed unless otherwise agreed in writing by the Parties.

(c) Corinth and Lake Dallas agree to pay Shady Shores their respective shares of the costs incurred pursuant to this Section 3 and the Engineering Agreement not later than fifteen (15) days after receipt of invoice from Shady Shores accompanied by a copy of the invoice received by Shady Shores from Engineers.

(d) The Parties agree the payments made hereunder by each Party for the ~~Services and for the services provided by Shady Shores~~ services to be provided herein provide valid and sufficient consideration for the services rendered ~~and payments made hereunder~~. The Parties further warrant and represent that, as of the Effective Date, the governing body of each of the Parties has appropriated and obligated current funds for the purpose of paying their respective financial obligations pursuant to this Agreement.

(e) Shady Shores shall use the funds received from Corinth and Lake Dallas pursuant to Section 3(c), above, solely to pay ~~Surveyor~~ for amounts due under the Engineers Agreement.

Section 4. Miscellaneous.

(a) *Payment from Current Revenues.* Each Party paying for the performance of the governmental functions and services described in this Agreement shall make those payments from current revenues available to the paying Party.

(b) *Notices.* Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight.

Addresses for notices and/or other communications are as follows:

To Lake Dallas:

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

With Copy to:

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

To Corinth:

City of Corinth
Attn: Bob Hart, City Manager
3300 Corinth Parkway
Corinth, Texas 76208

With Copy to:

Patricia A. Adams
Messer, Fort & McDonald, PLLC
6731 Preston Road, Suite 200
Frisco, Texas 75034

To Shady Shores:

Town of Shady Shores
Attn: Wendy Withers, Town Manager
101 S Shady Shores Road
Shady Shores, Texas 76208

With Copy to:

James E. Shepherd
Shepherd Law Firm
1901 N. Central Expressway, Suite 200
Richardson, Texas 75080-3528

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

(c) *Governing Law, Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. All suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive jurisdiction for such purpose.

(d) *Responsibility.* To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent acts or omissions in the course of performance of this Agreement.

(e) *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

(e) *Relationship.* It is understood and agreed that the relationship among the Parties described in this Agreement is contractual in nature between independent Parties and does not

constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto

(f) *Entire Agreement.* This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

(g) *Exhibits; Recitals.* All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

(h) *Amendment.* This Agreement may only be amended by written agreement of all of the Parties.

(i) *Headings; "Includes."* The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration and use of the terms does not create a presumption that components not expressed are excluded.

(j) *Severability.* The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

(k) *Assignment.* No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder, without the prior written consent of the other Parties.

(l) *Force Majeure.* No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, pandemics, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control (collectively "Force Majeure"); provided that such affected Party gives written notice of Force Majeure to the other Parties within ten (10) business days from the date that the affected Party has notice of the existence of the claimed inability to perform. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

(m) *Counterparts.* This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.

(n) *Authorized Signatories.* The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.

Signatures on Following Pages

Exhibits A, B, and C attached.

Corinth Signature Page

SIGNED AND AGREED this ____ day of _____, 2021.

CITY OF CORINTH

By: _____
Bob Hart, City Manager

ATTEST:

Lana Wylie, Deputy City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Lake Dallas Signature Page

SIGNED AND AGREED this _____ day of _____, 2021.

CITY OF LAKE DALLAS, TEXAS

By: _____
Mike Wilson. Interim City Manager

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

Shady Shores Signature Page

SIGNED AND AGREED this _____ day of _____, 2021.

TOWN OF SHADY SHORES, TEXAS

By: _____
Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Wiithers, Town Secretary

APPROVED AS TO FORM:

James E. Shepherd, Town Attorney

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Interlocal Cooperation Agreement for Dobbs Road Reconstruction Project Engineering

This Interlocal Cooperation Agreement for the Dobbs Road Reconstruction Project Engineering (“Agreement”) is made and entered as of the Effective Date by and among the City of Lake Dallas (“Lake Dallas”), a Texas home rule municipality, the City of Corinth (“Corinth”), a Texas home rule municipality, and the Town of Shady Shores (“Shady Shores”), a Texas Type A general law municipality. Lake Dallas, Corinth, and Shady Shores are sometimes referred to in this Agreement collectively as the “Parties” and individually as a “Party.”

Recitals:

WHEREAS, a public road commonly referred to by the Parties as “Dobbs Road” is located within the incorporated limits of the Parties as well as Denton County Precinct #3; and Precinct #1.

WHEREAS, the Parties desire to determine the feasibility and estimated costs that would be incurred in performing a joint project involving the reconstruction and widening of Dobbs Road from its intersection with South Shady Shores Drive on the East to its intersection with Corinth Parkway on the West (“the Project”); and

WHEREAS the Texas Interlocal Cooperation Act (Chapter 791, Texas Govt. Code, as amended), authorizes Texas municipalities and other local governments to contract with one another to perform governmental functions and services, including all or part of a function or service in recreation, public health and welfare, streets, roads, drainage, engineering, and other governmental functions in which such local governments are mutually interested; and

WHEREAS, an important component of the cost of the Project is identifying a concept design for the Project; and

WHEREAS, the Parties desire to engage the firm of Binkley & Barfield, Inc. (“Engineers”) to conduct the engineering services needed for the concept design of the Project to a 30% level, additional survey work, (the “Field Survey”) and related services described in this Agreement; and

WHEREAS, the governing body of each of the Parties has determined the functions and services of the Parties set forth in this Agreement are governmental functions and services which each Party is authorized to perform and provide, and the terms, conditions and provisions of this Agreement are in support of and further the public health, safety welfare, and convenience of the citizens of each of the Parties and are in the public interest.

NOW, THEREFORE, for and in consideration of the above and foregoing recitals, the mutual benefits and obligations set forth herein, and other good and valuable consideration, the Parties agree as follows:

Section 1. Term/Termination. This Agreement shall be effective on the date when it bears the signatures, whether appearing on the same document or identical counterparts, of authorized representatives of all the Parties (“the Effective Date”) and shall terminate when all obligations set forth in this Agreement have been performed and a copy of the work performed by Engineers is delivered to the Parties. Any Party may terminate its participation in this Agreement not earlier than thirty (30) days after providing written notice to the other Parties; provided, however, a Party who exercises its right to terminate its participation in this Agreement pursuant to this Section 1 shall remain obligated pursuant to Section 3, below, to pay its portion of the costs for services provided pursuant to the Engineers Agreement (as defined below) through the effective date of such termination, which obligation shall survive the Party’s termination of its participation in this Agreement.

Section 2. Scope of Work- Town of Shady Shores as Lead / Work Product.

(a) By signing this Agreement, Corinth and Lake Dallas hereby request and authorize Shady Shores, and Shady Shores agrees, to negotiate and enter into the Project pursuant to the existing engineering contract wherein Binkley and Barfield, Inc. shall provide the engineering services required under this Agreement as the Town engineering firm for Shady Shores. Pursuant to the terms of that contract, Binkley & Barfield Inc. (“Engineers”) shall prepare design work to 30% of the finished design in order to view and make comments relevant to the Project. The Engineers agree, pursuant to their contract with Shady Shores (the “Engineers Agreement”), to provide the services described in and at fees and costs not to exceed those set forth in the attached Exhibits:

Exhibit A—Scope of Services

Exhibit B---Labor estimate

Exhibit C---Fee estimate

(b) Each Party agrees to cooperate to the extent reasonably necessary to facilitate Engineers’ performance of the services described in the Engineers Agreement, and to provide such information to Engineer and the Town of Shady Shores as may be requested.

(c) Shady Shores agrees to act as the liaison and point of contact with Engineers. Any payments owed Engineers for services or work product pursuant to the Engineers Agreement shall be paid directly by the Town of Shady Shores from funds currently available to Shady Shores, and each Party agrees to pay its share to Shady Shores in accordance with Section 3, below.

(d) Shady Shores agrees to be solely responsible for monitoring Engineers’ work and for requiring Engineers’ timely compliance with provisions of the Engineers Agreement.

(e) Each Party shall be entitled to receive a digital copy of the completed design. There shall be no additional charge to the Parties for such digital data which shall be provided in PDF and AutoCAD format.

Section 3. Consideration and Payment Obligations.

(a) Each Party agrees to pay its proportionate share of the costs of the Services provided by Engineer pursuant to the Engineers Agreement based upon the following allocation:

- (1) Corinth: 31%
- (2) Lake Dallas: 31%
- (3) Shady Shores: 38%

(b) The total cost of the Services provided by Engineers pursuant to the Engineers Agreement shall not exceed unless otherwise agreed in writing by the Parties.

(c) Corinth and Lake Dallas agree to pay Shady Shores their respective shares of the costs incurred pursuant to this Section 3 and the Engineering Agreement not later than fifteen (15) days after receipt of invoice from Shady Shores accompanied by a copy of the invoice received by Shady Shores from Engineers.

(d) The Parties agree the payments made hereunder by each Party for the services to be provided herein provide valid and sufficient consideration for the services rendered. The Parties further warrant and represent that, as of the Effective Date, the governing body of each of the Parties has appropriated and obligated current funds for the purpose of paying their respective financial obligations pursuant to this Agreement.

(e) Shady Shores shall use the funds received from Corinth and Lake Dallas pursuant to Section 3(c), above, solely to pay for amounts due under the Engineers Agreement.

Section 4. Miscellaneous.

(a) *Payment from Current Revenues.* Each Party paying for the performance of the governmental functions and services described in this Agreement shall make those payments from current revenues available to the paying Party.

(b) *Notices.* Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight.

Addresses for notices and/or other communications are as follows:

To Lake Dallas:

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

With Copy to:

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

To Corinth:

City of Corinth
Attn: Bob Hart, City Manager
3300 Corinth Parkway
Corinth, Texas 76208

With Copy to:

Patricia A. Adams
Messer, Fort & McDonald, PLLC
6731 Preston Road, Suite 200
Frisco, Texas 75034

To Shady Shores:

Town of Shady Shores
Attn: Wendy Withers, Town Manager
101 S Shady Shores Road
Shady Shores, Texas 76208

With Copy to:

James E. Shepherd
Shepherd Law Firm
1901 N. Central Expressway, Suite 200
Richardson, Texas 75080-3528

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

(c) *Governing Law, Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. All suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive jurisdiction for such purpose.

(d) *Responsibility.* To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent acts or omissions in the course of performance of this Agreement.

(e) *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

(e) *Relationship.* It is understood and agreed that the relationship among the Parties described in this Agreement is contractual in nature between independent Parties and does not

constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto

(f) *Entire Agreement.* This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

(g) *Exhibits; Recitals.* All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

(h) *Amendment.* This Agreement may only be amended by written agreement of all of the Parties.

(i) *Headings; "Includes."* The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration and use of the terms does not create a presumption that components not expressed are excluded.

(j) *Severability.* The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

(k) *Assignment.* No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder, without the prior written consent of the other Parties.

(l) *Force Majeure.* No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, pandemics, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control (collectively "Force Majeure"); provided that such affected Party gives written notice of Force Majeure to the other Parties within ten (10) business days from the date that the affected Party has notice of the existence of the claimed inability to perform. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

(m) *Counterparts.* This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.

(n) *Authorized Signatories.* The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.

Signatures on Following Pages

Exhibits A, B, and C attached.

Corinth Signature Page

SIGNED AND AGREED this ____ day of _____, 2021.

CITY OF CORINTH

By: _____
Bob Hart, City Manager

ATTEST:

Lana Wylie, Deputy City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Lake Dallas Signature Page

SIGNED AND AGREED this _____ day of _____, 2021.

CITY OF LAKE DALLAS, TEXAS

By: _____
Mike Wilson. Interim City Manager

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

Shady Shores Signature Page

SIGNED AND AGREED this _____ day of _____, 2021.

TOWN OF SHADY SHORES, TEXAS

By: _____
Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Wiithers, Town Secretary

APPROVED AS TO FORM:

James E. Shepherd, Town Attorney



AGENDA MEMORANDUM

DATE: August 9, 2021
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: Interlocal Agreement Span- Consider and act on approval of an interlocal agreement with Span to provide rides for seniors, veterans and other qualified persons.

BACKGROUND/INFORMATION:

Consider and act on approval of the interlocal agreement with Span to provide transportation to seniors, persons with special needs, and veterans. Riders may call in at least (1) day in advance but no more than two (2) weeks in advance to schedule appointments for drop off and pick-up.

Shady Shores residents may schedule trips to the doctor or dentists office, hospital, drug store or local senior workshops or senior centers.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. 21-22 Shady Shores SPAN Agreement FINAL (002)
2. 5310 SPAN Attachment A

REVIEWED BY:

STATE OF TEXAS §

COUNTY OF DENTON §

INTERLOCAL AGREEMENT FOR SERVICES

THIS SERVICE AGREEMENT ("Agreement") is entered into by and between Shady Shores, Texas, acting by and through its duly authorized Town Mayor (hereinafter referred to as "TOWN") and SPAN, Inc., (hereinafter referred to as "SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)(3) of the Internal Revenue Code, acting by and through its duly authorized Executive Director.

WHEREAS SPAN enables people to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public; and

WHEREAS the success of or failure of the SPAN's purposes and objectives has a direct impact on the health and welfare of the citizens of the TOWN; and

WHEREAS the TOWN is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and

WHEREAS SPAN transportation services were developed to provide safe and efficient transportation to seniors, persons with special needs, veterans and as otherwise defined by agreements into which SPAN may enter from time to time; and

WHEREAS The TOWN and SPAN desire to enter into this Agreement whereby SPAN will provide demand response transit service for TOWN residents that are seniors (age 65 or older), and people with documented disabilities (hereafter referred to collectively as "Riders"); and

WHEREAS Riders in TOWN may be taken anywhere in SPAN's demand response transit service area in Denton County at a cost to the Riders of \$3.00 for seniors (age 65 and older) and people with documented disabilities for the purposes of medical treatments, doctor's and dentist's appointments, trips to get prescriptions filled; shopping for necessities, travel to and from the Lake Dallas Public Library, employment, education, nutrition, recreation, and workshop trips; and

WHEREAS Riders may call in at least one (1) day in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off by calling SPAN'S Transportation Office at 940-382-1900 weekdays between the hours of 8:00 a.m. and 2:00 p.m.: and

WHEREAS Demand response transit service is available between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday excluding major holidays and subject to capacity constraints.

NOW, THEREFORE, THE TOWN AND SPAN DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Recitals

Span represents the foregoing recitals are found to be true and correct.

2. Scope of Transportation Services

SPAN shall provide door-to-door demand response transit services to TOWN citizens residing in Denton County who are Riders in accordance with this Agreement and SPAN's "Transportation Policy and Procedures" which is attached hereto as Exhibit "A" and incorporated herein by reference as though it were set out in its entirety ("Policy"). In the event of conflict between this Agreement and the Policy, this Agreement shall control. In performing services under this Agreement, the relationship between the TOWN and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the TOWN.

3. SPAN Transportation Operations

- a. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the TOWN's Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.
- b. The TOWN shall have the right to review the activities and financial records kept incident to the services provided to the TOWN's Riders by SPAN. In addition, SPAN shall provide monthly ridership information to the TOWN Manager or his/her designee specifically identifying the number of Rider trips including rider origination, destination, and purpose.
- c. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a passenger. In the event that safety is compromised, SPAN may decline transportation for this person and must document the reason why service was declined.
- d. Span will inform riders that their trips to the doctor or dentist's office, hospital, drug store or other location may qualify as a Medicaid eligible trip.
- e. Span reserves the right to immediately terminate services without prior warning if a passenger poses a safety risk to himself/herself or any other person. Span also reserves the right to suspend or terminate riders who violate Span's cancellation policy.

4. Payment

- a. SPAN shall provide one-way trips to the Town riders of Shady Shores, Hickory Creek, Lake Dallas and Corinth using 5310 grant funds.

5. Indemnification

SPAN assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the TOWN, and its officials, officers, agents, servants and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the program and activities of SPAN. The Town does not waive any defenses and or immunity it has in the event a claim is brought against the Town arising from the act or failure to act of SPAN.

6. Insurance

SPAN shall obtain public liability insurance of the types and in the amounts set forth below from an insurance carrier or underwriter licensed to do business in the State of Texas and acceptable to the TOWN. SPAN shall furnish TOWN with certificates of insurance or copies of the policies evidencing the required insurance on or before the beginning date of this Agreement. SPAN agrees to submit new certificates or policies to TOWN on before the expiration date of the previous certificates or policies. The insurance shall be the following types in amounts not less than indicated:

- a. Comprehensive General (Public) Liability Insurance or its equivalent including minimum coverage limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- b. Automobile Liability Insurance including minimum coverage limits of \$1,000,000 per combined single limit for bodily injury and property damage.
- c. On all insurance required, SPAN shall require insurance providers to:

Name the TOWN, and its officials, officers and employees, as additional insureds and provide thirty (30) days written notice to TOWN of any material change to or cancellation of the insurance.

7. Assignment and Delegation

Neither party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other party.

8. Severability

In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in full force and effect as to the balance of its provisions and shall be construed as if such invalid provision

were not a part hereof.

9. Mediation

In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding mediation, prior to any litigation being filed.

10. Term of Agreement

The term of this Agreement shall be from October 1, 2021, through September 30, 2022, subject to renewal by the parties. Either party may modify this Agreement by submitting, in writing, the proposed amendment to be considered and executed by both parties. This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party of their intent to terminate the Agreement.

11. Applicable Law Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue for any claim or cause of action shall lie exclusively in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas.

12. Attorney's Fees and Costs

In the event it becomes necessary to take legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover attorney's fees and costs of court from the non-prevailing party.

IN WITNESS WHEREOF the TOWN of Shady Shores and Span, Inc. have executed this Agreement on this the _____ day of _____, 2021.

SPAN, INC:

Michelle McMahon, Executive Director

TOWN of Shady Shores

_____, TOWN Mayor

ATTEST:

Town Secretary

ATTACHMENT A APPROVED PROJECT DESCRIPTION

Required Project Description Statements:

Per Texas Administrative Code 31.17: Failure to expend funds in a timely manner may cause the department to terminate the grant and re-award the unobligated balance to another project.

Transit provider shall comply with Article 13 of the Master Grant Agreement requiring procurement and project milestones / quarterly progress reports. Within 30 days of PGA execution, the subrecipient will provide the TxDOT Public Transportation Coordinator with a project milestone plan that delineates fund expenditures throughout the contract period.

TxDOT's goal for DBE Participation in public transportation projects for fiscal years 2015 - 2017 is 4.57 percent of funds expended in U.S. Department of Transportation, Federal Transit Administration (FTA) assisted contracts. This is not a contract specific goal but is the goal for annual DBE participation for FTA funds. The full definition of DBE program requirements is found in Article 16 of the Master Grant Agreement.

SPAN is the designated rural transit district for Denton County, and is the only public transportation provider serving rural Denton County. We are requesting \$5310 funding for operations to serve seniors and people with disabilities. Our passengers require transportation from the rural areas of the county to Denton, Lewisville and other parts of the county to access medical care, jobs, shopping facilities, pharmacies and other destinations. Transit from the rural areas of Denton County into Denton, Lewisville and Carrollton allows residents to access DCTA's services, including the A-Train into Dallas and Tarrant County. In addition, we provide free transportation for county veterans (including those in the urbanized areas) to the VA hospitals in Dallas and Fort Worth. SPAN's services are an integral part of the Metroplex's network of providers offering transportation to seniors and people with disabilities.



AGENDA MEMORANDUM

DATE: August 9, 2021
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: **Councilmember Appointment- Consider and act on appointment of an individual to fill the unexpired term for Shady Shores Town Council Place 4.**

BACKGROUND/INFORMATION:

Councilmember Jack Nelson resigned his position in July 2021 as he sold his home in Shady Shores and moved to another location.

Per the Local Government Code 22.010 a vacancy on the Town Council may be filled by a) aapointment by the City Council with the Mayor having a vote only in the event of a tie, b) calling a special election to fill the vacancy. The individual who is appointed will finish Councilmember Nelson's unexpired term which ends in May 2022.

At the July 2021 meeting Councilmembers authorized staff to seek applications for candidates to fill the position. There were seven (7) applicants. Each applicant was interviewed by a committee which consisted of the Mayor and two councilmembers. Interview questions were submitted by Town Council members.

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: August 9, 2021
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: **Short Term Rentals Ordinance- Conduct a worksession relative to Short Term Rentals in the Town of Shady Shores. Consider and act on approval of an Ordinance establishing a registration system.**

BACKGROUND/INFORMATION:

Short-term rental (STR) means a residential premise, or portion thereof, used for lodging accommodations to occupants for a period of less than thirty (30) consecutive days. The definition of short-term rental does not include a Bed and Breakfast.

Although Shady Shores has a current Ordinance that prohibits the operation of STR's in the Town of Shady Shores, recent legislation may affect the enforcement of this Ordinance.

FINANCIAL IMPLICATIONS:

Income:

Registration Fee for STR Rental

Expenses:

Staff Admin and Inspection Time

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. _Short-term_Rental_Chapter_Ordinance_SS 8.2021
2. Short Term Rental Inspection Checklist SS

REVIEWED BY:

Ordinance No. 2021-_____
(Short Term Rentals)

AN ORDINANCE AMENDING CHAPTER 8 OF THE SHADY SHORES CODE OF ORDINANCES BY AMENDING SECTION 8.03.008 IN ITS ENTIRETY REGARDING SHORT TERM RENTALS OF RESIDENTIAL PROPERTIES AND REPLACING THAT SECTION WITH THE PROVISIONS OF THIS ORDINANCE AS CHAPTER 15 OF THE MUNICIPAL CODE OF THE TOWN; PROVIDING REGULATIONS FOR RESIDENTIAL PROPERTY RENTED FOR TIME PERIODS OF LESS THAN A MONTH; PROVIDING A SEVERABILITY CLAUSE; GOVERNMENTAL IMMUNITY; INJUNCTIONS; 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 increase in the number of persons or entities desiring to rent their residential properties has led to the proliferation of transient and vacation rental uses within neighborhoods previously planned, approved and constructed for use as single-family residences; and

WHEREAS, the use of single-family residences by individuals for short periods of time may negatively impact the residential character of many neighborhoods by reducing communication and accountability between permanent residents by partially substituting permanent residents with transient visitors; and

WHEREAS, the regulation of the use and operation of such “short-term rental” property is intended to prevent the further erosion of pre-existing and stable single-family neighborhoods, and further advance the Town Council’s objective of championing great neighborhoods; and

WHEREAS, the rise of substitute land uses for residential property contributes to the shortage of affordable housing, both ownership and long-term rental; and

WHEREAS, the enforcement of land use regulations in residential property poses unique enforcement difficulties and merits a stand-alone ordinance to provide clear rules for such rentals; and

WHEREAS, the Town Council reviewed and studied a variety of possible regulations for short-term rentals, and determined that said temporary use should be restricted to current or future nonresidential, mixed-use and multi-family zoning use districts, and to single-family zoning use districts _____ of the Town of Shady Shores; and

WHEREAS, the requirement of an annual short-term rental permit that could be suspended or revoked in the event of repeated nuisance violations related to noise, trash, parking, etc.; and

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WHEREAS, Town Council finds that regulating the short-term rental of residential property is necessary for the health, safety and welfare of the general public, the promotion of consistent land uses and development, and the protection of landowners and residents of the Town of Shady Shores; NOW THEREFORE

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

1.

That the “**Short-term Rental**” Chapter of the Municipal Code of the Town of Shady Shores, Texas, shall be Chapter 15, which is hereby established and shall read as follows:

ARTICLE I GENERAL PROVISIONS

Section 1.01 Title

This Chapter 15 of the Municipal Code of the Town of Shady Shores is hereby designated and shall be known and referred to as the “Short-term Rental” Chapter of the Town Code of Ordinances.

Section 1.02 Purpose

The purpose of this Chapter is to safeguard the life, health, safety, welfare, and property of the occupants of residential dwelling units, the neighbors of said occupants, and the general public, through the regulation of short-term rental residential property. The intent of this Chapter is to preserve the neighborhood character of residential subdivisions within the Town of Shady Shores and to minimize adverse impacts to the housing supply caused by the conversion of residential units to tourist or transient use.

Section 1.03 Applicability

The provisions of this Chapter shall apply to all existing and future residential properties, both primary and accessory structures, and any portions thereof.

ARTICLE II DEFINITIONS

Section 2.01 Definitions

Administrator means the person designated by the Mayor to enforce and administer this Chapter, including the Administrator’s designees.

Advertise means the act of drawing the public’s attention to a short-term rental in order to

promote the availability of the residence for use as a short-term rental. Said advertising

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may be found in any medium, including but not limited to, newspaper, magazine, brochure, website, or mobile application.

Bedroom means the living area(s) of the dwelling unit that is designed and furnished for sleeping and which has proper egress as required by the International Residential Code.

Booking Service means any reservation and/or payment service provided by a person or entity that facilitates a short-term rental transaction between an Owner and a prospective Occupant, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the short-term rental transaction.

Hosting Platform means a person or entity that participates in the short-term rental business by providing, and collecting or receiving a fee for, Booking Services through which an Owner may offer premises for an occupant on a short-term basis. Hosting Platforms usually, though not necessarily, provide Booking Services through an online platform that allows an Owner to advertise the premises through a website provided by the Hosting Platform and the Hosting Platform conducts a transaction by which potential occupants arrange their use and their payment, whether the would-be occupant pays rent directly to the Owner or to the Hosting Platform.

Occupant means any individual person living, sleeping or possessing a building, or portion thereof. A person is not required to be paying rent, providing in-kind services, or named in any lease, contract or other legal document to be considered an occupant.

Owner means any person, agent, operator, firm, trust, corporation, partnership, or any other legal entity who has a legal or equitable interest in the property; or who is recorded in the official records of the county as holding title to the property; or who otherwise has control of the property, including the guardian of the estate of any such person, and the executor of the estate of such person if ordered to take possession of real property by a court.

Premises means property, a lot, plot or parcel of land, including any structures or portions of structures thereon.

Short-term rental (STR) means a residential premise, or portion thereof, used for lodging accommodations to occupants for a period of less than thirty (30) consecutive days. The definition of short-term rental does not include a Bed and Breakfast.

ARTICLE III GENERAL REGULATIONS

Section 3.01 Unpermitted short-term rentals prohibited

- A. It shall be unlawful for any owner or person to rent, lease, advertise, or otherwise permit or allow any residential premises to be operated or used as an unpermitted Short-term Rental.

- B. It shall be an affirmative defense to a violation of this Section that the occupant is a party to the sale of the premises and was occupying the premises pursuant to a written post-closing occupancy agreement.

Section 3.02 Requirements for hosting platforms

- A. All Hosting Platforms shall provide the following information in a notice to any owner listing a Short-term Rental located within the Town of Shady Shores through the Hosting Platform's service. The notice shall be provided prior to the owner listing the premises and shall include the following information: THE "SHORT-TERM RENTAL" CHAPTER OF THE SHADY SHORES MUNICIPAL CODE PROHIBITS THE SHORT-TERM RENTAL OF RESIDENTIAL PREMISES WITHIN THE TOWN OF SHADY SHORES WITHOUT AN ACTIVE SHORT-TERM RENTAL PERMIT.
- B. Notwithstanding any other provision of this Chapter, nothing shall relieve any owner, person, occupant, or Hosting Platform of the obligations imposed by the applicable provisions of state law and the Shady Shores Town Code, including but not limited to, those obligations imposed by the Tax Code. Further, nothing in this Chapter shall be construed to limit any remedies available under the applicable provisions of state law and the Shady Shores Municipal Code.

Section 3.03 Short-term rental permit required

An owner who desires to use its premises as a short-term rental must have a valid, active short-term rental permit from the Town prior to using, allowing the use of, or advertising the use of said premises as a short-term rental. Upon application to the Town, a short-term rental permit shall be approved by Administrator, or designee, if the application satisfies all the conditions of this Chapter. The Administrator may place reasonable conditions on a short-term rental permit to ensure compliance with the provisions of this Chapter.

Section 3.04 Expiration of permit; renewals

A short-term rental permit shall expire on the last day of the month one year after the date of issuance. No short-term rental permit may be renewed without a completed renewal application submitted by the owner and payment of the renewal fee. If the renewal application satisfies all the conditions of this Chapter and all other applicable Town Code provisions, an application for the renewal of a short-term rental permit shall be approved by the Administrator, or designee. The Administrator may place reasonable conditions on a short-term rental renewal permit to ensure compliance with the provisions of this Chapter.

Section 3.05 Requirements of application.

- A. Except as provided in this Section, every complete application for a short-term rental permit shall include the following information with such detail and in a form approved by the Administrator:
1. The name, address, contact information and authenticated signature for the owner of the premises;
 2. The name, address and contact information of the operator, agent if any, and designated local responsible party as required in Section 3.06;
 3. The Town registration number for Hotel Occupancy Tax;
 4. A plot plan of the premises identifying the location of parking spaces to be used in conjunction with the short-term rental;
 5. A dimensioned floor plan of the proposed short-term rental identifying bedrooms, other living spaces and emergency evacuation routes;
 6. Proof of insurance as required in Section 3.07;
 7. The name and contact information for the property owner's association, if any, of which the premises is covered by the dedicatory instruments;
 8. A copy of the proposed host rules for the short-term rental; and
 9. Such certifications deemed necessary and proper to ensure compliance with this Chapter.
- B. An application for a short-term renewal permit may be filed beginning thirty (30) days prior to expiration of a current permit. Every complete application for a short-term rental renewal permit shall include updates, if any, to the information contained in the original permit application or any subsequent renewals. The permit holder shall sign a statement affirming that there is either no change to such information, or that any updated information is accurate and complete. The Administrator may require such certifications deemed necessary and proper to ensure continuing compliance with this Chapter.
- C. An application for a short-term rental renewal permit submitted after the expiration of the most immediate permit for the premises shall be treated as an application for a new permit as described in subsection A of this Section.
- D. If a complete application for a short-term renewal permit is submitted less than thirty (30) days prior to expiration of the current permit, the Administrator in his or her sole discretion may grant a one-time extension of the current permit not to exceed ten (10) days.

Section 3.06 Designation of local responsible party required

An owner must designate the name and contact information of a local responsible party who can be contacted regarding immediate concerns and complaints from the public. Said individual must be available to be reached in person or by phone at all times while occupants are on the premises of a short-term rental. If called, a local responsible party must be able to and shall be present at the premises within one (1) hour of call from Administrator, or his designee. A local responsible party must be authorized to make decisions regarding the premises and its occupants. A local responsible party may be

required to, and shall not refuse to, accept service of citation for any violations on the premises. Acceptance of service shall not act to release owner of any liability under this chapter.

Section 3.07 Proof of insurance required

It shall be unlawful for the owner of premises operating as a short-term rental to operate without host protection or other liability insurance commensurate with the operations of the short-term rental that provides coverage of up to \$1 million per occurrence. A certificate of insurance must be on file with the Administrator. Proof of insurance shall be required at the time of application and notice of cancelation of insurance must be made to the Administrator within 30 days.

Section 3.08 Inspection required

No permit or renewal permit shall be approved for a short-term rental until the Town has inspected the premises and found the premises to be in compliance with minimum health and safety requirements for use and occupancy. If a premises fails to pass an inspection, a reinspection fee may be charged for each subsequent inspection in accordance with the fee established by resolution.

Section 3.09 Permit fees

A fee established by resolution of the Town Council will be charged to reimburse the Town for all costs associated with the administration of this chapter.

Section 3.10 Hotel occupancy taxes; Request for occupancy history

It shall be unlawful for an owner of premises used for a short-term rental to fail to pay hotel occupancy taxes required under State law and the Taxation Chapter of the Shady Shores Town Code. Upon request of the Administrator or the Finance Department of the Town of Shady Shores, the owner of a premises used as a short-term rental shall remit, within 30 days, an accounting of all occupants who rented the premises and the hotel occupancy taxes paid therefor. It shall be unlawful for a person to fail to provide said information requested in a timely manner.

Section 3.11 Short-term rental permit nontransferable

A short-term rental permit is non-transferable and shall not be assigned nor transferred to another person or entity. Any attempt to transfer a permit or attempt to use another person's permit may be grounds for revocation of said permit.

Section 3.12 Restrictions on number of occupants

- A. It shall be unlawful for an owner or person to rent, allow, provide, or advertise for more than two (2) persons per bedroom, plus two (2) additional persons, when using the premises as a short-term rental.
- B. Regardless of the number of bedrooms at the premises, it shall be unlawful:
 - 1. For more than twelve (12) persons (including children), to occupy a short-term rental at any one time; or
 - 2. For the owner or operator to allow, suffer or permit the number of occupants living, sleeping within or possessing a short-term rental to exceed the maximum occupancy shown on the short-term rental permit or renewal permit.
- C. A visual inspection of more than twelve (12) persons by a Town employee at the premises is prima facie evidence of and shall be probable cause to issue a citation for a violation of this section.

Section 3.13 Parking restrictions

The maximum amount of motor vehicles allowed at a short-term rental shall be limited to the number of available off-street parking spaces. It shall be unlawful for an owner or person to permit, allow or advise occupants to park more vehicles on the premises than the available off-street parking spaces, or to suffer or permit parking of vehicles on an unapproved surface. It shall be unlawful for an occupant of a short-term rental to park a motor vehicle on a residential street near a short-term rental. It shall be unlawful for an occupant of a short-term rental, or an owner thereof to allow an occupant, to park or occupy a motor home, recreational vehicle, boat, commercial vehicle, or otherwise prohibited motor vehicle on the premises of a short-term rental or on a residential street near a short-term rental. No parking in the yard of a short term rental is permitted.

Section 3.14 Minimum stay required.

It shall be unlawful for an owner to rent or lease a short-term rental for a period of less than 24 hours.

Section 3.15 Physical conversion of premises prohibited

- A. It shall be unlawful for an owner or person to convert a garage to living space, remodel, renovate, enlarge or otherwise modify premises to add additional bedrooms for use as a Short-term Rental.
- B. It shall be unlawful for an owner or person to pave or otherwise cover pervious soil to create additional on-premise parking without prior approval from the Town of Shady Shores.

Section 3.16 Sound equipment restrictions

It shall be unlawful for an owner or occupant of a short-term rental to use or allow the use of amplified sound equipment that produces sound audible beyond the property line of the premises between the hours of 10:00 p.m. and 9:00 a.m.

Section 3.17 On-premise curfew requirements

It shall be unlawful for an owner or person to allow the congregation of occupants outside at the premises between the hours of 10:00 p.m. and 9:00 a.m.

Section 3.18 Trash pickup requirements

It shall be unlawful for an owner or occupant to place, or allow to be placed, trash on the premises before 7:00 PM the evening prior to scheduled pickup or on a day not scheduled for pickup by the Town or its authorized solid waste transportation vendor.

Section 3.19 Advertising, promoting or allowing of special events prohibited

- A. It shall be unlawful for an owner or occupant to advertise or promote a special event, or allow the advertising and promotion of a special event (e.g. banquet, wedding, reception, reunion, bachelor or bachelorette party, concert, or any similar activity that would assemble large numbers of invitees) to be held on the premises (i.e. utilize the premises as a 'banquet hall' as defined in the Unified Development Code).
- B. It shall be unlawful for an owner or occupant to allow, suffer or permit a banquet hall or special event as described to be held on the premises.

Section 3.20 Notice to occupants of short-term rentals

An owner or person operating a short-term rental shall provide a notice of instructions (also known as "host rules") to occupants staying at the premises in a form developed by the Administrator. The notice shall instruct the occupants as to all applicable Town regulations pertaining to short-term rentals. These include, but are not limited to, occupancy restrictions, limits on parking, trash pickup, prohibitions on special events, limits on amplified sound, and curfew times.

Section 3.21 Permit to be displayed.

A copy of the approved short-term rental permit shall be posted at a conspicuous location inside the front entrance(s) to the short-term rental.

Section 3.22 Use of assigned permit number required

It shall be unlawful for an owner or person to advertise a short-term rental in any medium, including but not limited to newspaper, magazine, brochure, website, or mobile application without including the current permit number assigned by the Administrator.

Section 3.23 Use of unauthorized permit number prohibited

It shall be unlawful for an owner or person to use, advertise or promote or allow the use, advertisement or promotion of a short-term rental using a permit number not assigned to the owner or person, or to a different address, or to a different dwelling unit.

ARTICLE IV

ADMINISTRATIVE PROCEDURES

Section 4.01 Revocation of permit

- A. Grounds. Any permit issued hereunder may be revoked by the Administrator if the permit holder has:
- (1) received more than two citations for violations of this chapter or any other provision of this Code of Ordinances within the preceding 12-month time period; or
 - (2) failed or refused to comply with an express condition of the permit and remains in non-compliance ten (10) days after being notified in writing of such non-compliance; or
 - (3) knowingly made a false statement in the application; or
 - (4) otherwise become disqualified for the issuance of a permit under the terms of this Article.
- B. Notice. Notice of the revocation shall be given to the permit holder in writing, with the reasons for the revocation specified in the notice, served either by personal service or by certified United States mail to their last known address. The revocation shall become effective the day following personal service or if mailed, three (3) days from the date of mailing.
- C. Appeal; hearing. The permit holder shall have ten (10) days from the date of such revocation in which to file notice with the Administrator of their appeal from the order revoking said permit. The Administrator shall provide for a hearing on the appeal in accordance with the provisions of this Article.
- D. One-Year Waiting Period. In the event an owner's short-term rental permit is revoked by the Administrator, no second or additional permit shall be issued for a short-term rental on the premises for one year of the date such permit was revoked.

Section 4.02 Administrative appeals of denial or revocation of permit

- A. Upon denial or revocation of a permit, the Administrator, or his designee, shall notify the applicant or permit holder, in writing, of the reason for which the permit is subject to denial or revocation. To contest the denial or revocation of a permit, the applicant or permit holder shall file a written request for a hearing with the Administrator within ten (10) days following service of such notice. If no written request for hearing is filed within ten (10) days, the denial or revocation is sustained.
- B. The appeal shall be conducted within twenty (20) days of the date on which the notice of appeal was filed with the Administrator.
- C. The hearings provided for in this Section shall be conducted by the Administrator or a designated hearing officer at a time and place designated by the Administrator or the hearing officer. Based upon the recorded evidence of such hearing, the Administrator, Court or Committee shall sustain, modify or rescind any notice or order considered at the hearing. A written report of the hearing decision shall be furnished to the applicant or permit holder requesting the hearing.
- D. After such hearing, an applicant or permit holder whose permit was denied or revoked by the Administrator may appeal to the Town Appeal Officer designated by the Town Manager to hear such appeals.
- E. An appeal shall not stay the denial or suspension of the permit unless otherwise directed by the Administrator.

Section 4.03 Appeals of Administrator decision

- A. All appeals must be made in writing and received no less than ten (10) days after any final decision made by the Administrator or the designated hearing officer in accordance with above. The case may be assigned for determination to the Municipal Court, or the Building Standards Committee, which will act as the appeals board.
- B. The Administrator shall schedule the appeal hearing within twenty (20) days from receipt of the appellant or permit holder's appeal request.
- C. If the Appeals Board finds by preponderance of the evidence that the denial or revocation of the permit was necessary to protect the health, safety, or welfare of the general public, the Appeals Board shall affirm the denial or revocation of appellant's application or permit.
- D. The Appeals Board may consider any or all of the following factors when reaching a decision on the merits of the appeal:
 - 1. The number of violations, convictions, or liability findings;
 - 2. The number of previous permit revocations;
 - 3. The number of repeat violations at the same location;

4. The degree to which previous violations endangered the public health, safety or welfare; and
 5. Any pending action or investigation by another agency.
- E. After the hearing, the Appeals Board shall issue a written order. The order shall be provided to the appellant by personal service or by certified mail, return receipt requested.
- F. The Appeals Board may affirm or reverse the denial or revocation of the permit. If affirmed, the order issued must state that the appellant is not eligible to receive a new permit for a short-term rental on the premises sooner than one year after the date of the order. If reversed, the permit shall be reinstated immediately, in the case of a revocation, or the permit shall be issued within three (3) business days, in the case of a denial.
- G. The determination of the Appeals Board shall be final on the date the order is signed.
- H. An appeal to the Appeals Board does not stay the effect of a denial or revocation or the use of any enforcement measure unless specifically ordered by the Administrator.

ARTICLE V ENFORCEMENT

Section 5.01 Discontinuance

- A. The owner of a short-term rental use that was not registered with the Town of Shady Shores for hotel occupancy tax prior to April 23, 2019, and who is unable to obtain a permit for said use or fails or refuses to obtain a permit for the use following the effective date of this Chapter, shall discontinue the short-term rental use no later than _____, 20____.
- B. The owner of a short-term rental use that was registered with the Town of Shady Shores for hotel occupancy tax prior to _____, 20____, and who is unable to obtain a permit for said use or fails or refuses to obtain a permit for the use following the effective date of this Chapter, shall discontinue the short-term rental use no later than _____ 20____.
- C. If the permit for a short-term rental use is not renewed, the owner shall discontinue the use no later than the date on which the existing permit or any extension thereof expires.

Section 5.02 Penalties

- A. A person who violates any provision of this Chapter by performing an act prohibited or by failing to perform an act required is guilty of a misdemeanor. Each day on which a violation exists or continues to exist shall be a separate offense.
- B. If the definition of an offense under this Chapter does not prescribe a culpable mental state, then a culpable mental state is not required. Such offense shall be punishable by a fine not to exceed Five Hundred Dollars and No Cents (\$500.00). Although not required, if a culpable mental state is in fact alleged in the charge of the offense and the offense governs fire safety, zoning, or public health and sanitation, including dumping of refuse, such offense shall be punishable by a fine not to exceed Two Thousand Dollars and No Cents (\$2,000.00).
- C. If the definition of an offense under this Chapter prescribes a culpable mental state and the offense governs fire safety, zoning, or public health and sanitation, including dumping of refuse, then a culpable mental state is required and the offense shall be punishable by a fine not to exceed Two Thousand Dollars and No Cents (\$2,000.00).

2.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand Dollars and No Cents (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

3.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town of Shady Shores; and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

4.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

5.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of

the Town Council or any Town official or employee charged with the enforcement of this ordinance, acting for the Town of Shady Shores in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

6.

Any violation of this ordinance can be enjoined by a suit filed in the name of the Town of Shady Shores in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the Town of Shady Shores.

7.

The caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the Town of Shady Shores, Texas, in compliance with the state law. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

8.

This ordinance shall become effective on _____ 20____.

Passed and approved on the ___rd day of _____, 20__, by a vote of ___ ayes and ___ nays at a regular meeting of the Town Council of the Town of Shady Shores, Texas.

CINDY AUGHINBAUGH, Mayor

ATTEST:

WENDY WITHERS, Town
Secretary

APPROVED AS TO FORM:
JAMES E SHEPHERD, Town
Attorney



SHORT-TERM RENTALS

**Planning & Development
Services Building**

Short-term rentals (STRs) are regulated by the _____ through Ordinance _____. Prior to operation, the owner of an STR must have a valid permit from the City, and a City inspection will be performed once an application for permit has been submitted. The following items will be used as a checklist during the performance of this inspection.

LIFE SAFETY:

1. All exterior egress doors must be fully functioning. Locks that require a key or special knowledge to unlock from the inside are prohibited (such as a double cylinder deadbolt). *Section R311.2, International Residential Code (IRC)*
2. At least one window or exterior door from each bedroom must be operable for emergency escape and rescue purposes. The window opening shall be at least 5.0 sq. ft. on the ground floor and at least 5.7 sq. ft. on all other floors. *Section R310, IRC*
3. Smoke alarms are required in each bedroom, in the immediate vicinity outside of each bedroom, and on all habitable floors. Smoke alarms may be powered by the main electrical system or battery powered. Smoke alarms must not have exceeded manufacturer's life expectancy. *Section R314, IRC*
4. If the STR contains gas appliances or has an attached garage, carbon monoxide alarms are required outside of each bedroom. Carbon monoxide alarms shall be powered by the main electrical system or battery powered. *Section R315, IRC*
5. A properly maintained and fully charged fire extinguisher (minimum 2A:10B:C) shall be provided in a readily visible location. *Section 906, International Fire Code*
6. If fire sprinklers are installed, they must be properly functioning and have been inspected and labeled within the past 12 months by an approved fire sprinkler contractor. *Chapter 4, NFPA 25*
7. All stairs and handrails (both exterior and interior) must be maintained, in good working order, and defect free. *Section R311.7, IRC*

MECHANICAL, ELECTRICAL, AND PLUMBING:

1. The electrical panel shall be complete (no missing breakers, filler plates, or cover) and properly fused and labeled. The panel shall be readily visible and not concealed in any manner. A clear working space of 30" wide by 36" deep is required around the panel from the floor to a height of 6'-6". *Section E3405.2, IRC*
2. No temporary wiring may be used (other than approved extension cords), all outlet covers shall be in place, and no electrical wiring may be exposed. *Section E3909.1, IRC; Section E4002.13, IRC*
3. Receptacles in bathrooms and kitchens shall be GFCI protected. *Section E3902.1, IRC; E3902.6, IRC*

4. The temperature & pressure relief valve on all water heaters shall discharge to the exterior of the building or other approved location. *Section P2804.6.1, IRC*
5. Water heaters shall not be located in any bedroom or bathroom. *Section M2005.2, IRC*
6. Every habitable room shall be provided with heating facilities capable of maintaining a temperature of at least 68° F. Space heaters are not allowed to be used to meet this requirement. *Section R303.10, IRC*

OPERATION:

1. The property address must be posted in a location visible from the street with each number not less than 4" in height. *Section R319, IRC*
2. A floor plan indicating fire exits and escape routes must be posted in a visible location. *Section 3.05, Ordinance _____*
3. The name and contact information of the local responsible party who can be contacted at all times while occupants are on the premises shall be provided. *Section 3.06, Ordinance _____*
4. A copy of the host rules shall be displayed on site in a readily available location.
At a minimum, host rules shall include:
 - Restrictions on the number of occupants
 - Limits on parking
 - Trash pickup days and rules
 - Prohibitions on special events
 - Limits on amplified sound
 - Curfew times (*Section 3.20, Ordinance _____*)
5. Property must be free of any outstanding property maintenance violations.



AGENDA MEMORANDUM

DATE: August 9, 2021
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: **Budget Worksession- Conduct a worksession relative to the 2021/2022 Fiscal Year Budget.**

BACKGROUND/INFORMATION:

The proposed budget numbers have been updated to reflect the proposed tax rate.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Budget Updated 08.06.2021
2. Capital Improvements Budget 2021

REVIEWED BY:

Town of Shady Shores
Budget Report
2021 - 2022 Fiscal Year Working Budget

DRAFT

8/6/2021 10:30 AM

100 - General Fund	2021 Current	2021 YTD	2022 Requested	% Change
Revenue Summary				
Business & Franchise	124,000.00	128,200.95	140,000.00	11.43%
Court Revenue	20,000.00	26,310.66	20,000.00	0.00%
Fines, Fees & Forfeitures	50.00	0.00	50.00	0.00%
Grants & Donations	4,000.00	3,496.62	3,500.00	-14.29%
Interest Income	14,000.00	5,046.20	6,000.00	-133.33%
Leases & Rents	150.00	75.00	150.00	0.00%
Licenses & Permits	51,000.00	227,562.68	201,000.00	74.63%
Not categorized	449,283.00	0.00	0.00	-100.00%
Other Revenue Sources	200.00	926.41	200.00	0.00%
Property & Sales Tax	1,214,266.00	1,248,562.33	1,391,273.52	12.72%
Sales & Receipts	500.00	786.00	500.00	0.00%
Solid Waste Income	220,500.00	191,798.24	220,800.00	0.14%
Revenue Totals	2,097,949.00	1,832,765.09	1,983,473.52	-5.77%
Expense Summary				
Community Programs & Dona	19,500.00	14,546.62	24,500.00	20.41%
Contracted Services	105,546.00	103,125.77	111,556.00	5.39%
Fees, Fines & Taxes	12,000.00	168,470.61	12,000.00	0.00%
Grant Expense	0.00	0.00	0.00	0.00%
Insurance Expense	6,000.00	4,935.09	6,000.00	0.00%
Legal & Professional Fees	172,800.00	302,477.43	137,800.00	-25.40%
Not categorized	20,000.00	20,000.00	20,000.00	0.00%
Office & Supplies	3,600.00	5,790.13	4,100.00	12.20%
Other Expenses	29,055.00	896.00	51,570.52	-100.00%
Personnel/Payroll	231,300.00	182,635.98	234,462.00	1.35%
Postage- Legal Advertising	5,000.00	4,068.44	5,000.00	0.00%
Professional Expenses	1,700.00	2,286.47	2,200.00	22.73%

Public Safety	581,648.00	500,405.08	758,543.00	23.32%
Repairs & Maintenance	628,000.00	65,569.75	327,242.00	-91.91%
Solid Waste	200,000.00	183,459.74	200,000.00	0.00%
Technology	62,200.00	58,286.57	62,200.00	0.00%
Utilities	19,600.00	23,000.48	26,300.00	25.48%
Expense Totals	2,097,949.00	1,639,954.16	1,983,473.52	-8.59%
	0.00	192,810.93	0.00	

Capital Improvements Budget 2022

Shahan Addition Road & Drainage Improvements	\$106,650.00	\$711,000.00	\$817,650
Shady Lane at 6th Street Drainage Improvements	\$64,000.00	\$134,000.00	\$198,000
Fritz Lane Asphalt Roadway Repair	\$0.00	\$158,935.00	\$158,935
Shahan Lane Drainage Improvements	\$21,000.00	\$76,000.00	\$97,000
Cogburn Court Pavement Repair	\$0.00	\$149,000.00	\$149,000
E. 6th Street Paving Improvements	\$0.00	\$34,000.00	\$34,000
Lakeshore Rd - N End of FEMA Repair north to Oberma	\$0.00	\$121,000.00	\$121,000
Oberman Lane Paving & Drainage Improvements	\$60,000.00	\$400,000.00	\$460,000
Eason Road Paving Improvements	\$0.00	\$51,000.00	\$51,000
Total	\$251,650.00	\$1,834,935.00	\$2,086,585



AGENDA MEMORANDUM

DATE: August 9, 2021
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: 2021 Property Tax Rate- Consider and act on approval of a proposed tax rate. Consider and act on approval of a resolution setting the date for public hearing on the tax rate.

BACKGROUND/INFORMATION:

The calculations received from Denton County Tax Office are attached. The following rates were calculated

Last Year's Rate .321958
No-New Revenue Rate .304486
Voter Approval Rate .381317
Proposed Tax Rate .321958

M&O Rate .304486
I&S Rate .016934
Total Proposed Rate .321958

Staff is recommending the adoption of the same tax rate used for 2020 property tax collection (.321958) be adopted to fund the 2022 FY Budget. Due to new Legislation this will require public notice (newspaper publication) and one (1) public hearing. The public hearing may be held on the same night as the tax rate is adopted.

FINANCIAL IMPLICATIONS:

The proposed tax rate of .321958 will raise \$ \$1,191,273.52 for the maintenance and operation of the Town and the Debt Service Rate.

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. C34-Town of Shady Shores_NNR-VAR_08052021
2. RES_Tax_Rate_Hearings2021ss

REVIEWED BY:

2021 Tax Rate Calculation Notice

Taxing Unit Name: _____

Attached are the following documents:

No New Revenue and Voter Approval Tax Rate Worksheets
Tax Rate Recap
Notice of Tax Rates (required to be posted on taxing unit website)

Approving No New Revenue Rate of _____

Voter Approval Rate of _____

(if applicable) Di Minimis Rate of _____

Please review these documents carefully and notify our office of any changes that need to be made. If any changes are made, our office will send out new documents including the revisions. Once you are satisfied that the calculation is correct, please sign this document stating that you approve the calculation worksheet that is attached to this document.

Proposed M&O _____ (Maintenance & Operation Rate)

Proposed I&S _____ (Interest & Sinking or Debt Rate)

Proposed Total Rate _____

As a representative of _____, I approve the Tax Rate Calculation and have provided the proposed tax rate for the taxing entity listed above.

Printed name

Date

Signature

Date

2021 Tax Rate Calculation Worksheet

Date: 08/05/2021 12:09 PM

Taxing Units Other Than School Districts or Water Districts

TOWN OF SHADY SHORES

Taxing Unit Name

Phone (area code and number)

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the No-New-Revenue (NNR) tax rate and Voter-Approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School Districts without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

No-New-Revenue Tax Rate Worksheet	Amount/Rate
1. 2020 total taxable value. Enter the amount of 2020 taxable value on the 2020 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$347,672,304
2. 2020 tax ceilings. Counties, cities and junior college districts. Enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$0
3. Preliminary 2020 adjusted taxable value. Subtract Line 2 from Line 1.	\$347,672,304
4. 2020 total adopted tax rate.	\$0.321958/\$100
5. 2020 taxable value lost because court appeals of ARB decisions reduced 2020 appraised value. A. Original 2020 ARB values:	\$0

B. 2020 values resulting from final court decisions:	\$0
C. 2020 value loss. Subtract B from A. ³	\$0
6. 2020 taxable value subject to an appeal under Chapter 42, as of July 25.	
A. 2020 ARB certified value:	\$0
B. 2020 disputed value:	\$0
C. 2020 undisputed value. Subtract B from A. ⁴	\$0
7. 2020 Chapter 42 related adjusted values Add Line 5C and Line 6C.	\$0
8. 2020 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$347,672,304
9. 2020 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2020. Enter the 2020 value of property in deannexed territory. ⁵	\$0
10. 2020 taxable value lost because property first qualified for an exemption in 2021. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2021 does not create a new exemption or reduce taxable value.	
A. Absolute exemptions. Use 2020 market value:	\$500
B. Partial exemptions. 2021 exemption amount or 2021 percentage exemption times 2020 value:	\$613,584
C. Value loss. Add A and B. ⁵	\$614,084
11. 2020 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2021. Use only properties that qualified in 2021 for the first time; do not use properties that qualified in 2020.	
A. 2020 market value:	\$0
B. 2021 productivity or special appraised value:	\$0
C. Value loss. Subtract B from A. ⁷	\$0
12. Total adjustments for lost value. Add lines 9, 10C and 11C.	\$614,084
13. 2020 captured value of property in a TIF. Enter the total value of 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2020 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$0
14. 2020 total value. Subtract Line 12 and Line 13 from Line 8.	\$347,058,220
15. Adjusted 2020 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$1,117,381
16. Taxes refunded for years preceding tax year 2020. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2020. Types of refunds include court	\$119

decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020. ⁸	
17. Adjusted 2020 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$1,117,500
18. Total 2021 taxable value on the 2021 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹	
A. Certified values:	\$380,968,183
B. Counties: Include railroad rolling stock values certified by the Comptroller's office:	\$0
C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:	\$0
D. Tax increment financing: Deduct the 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2021 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹²	\$0
E. Total 2021 value. Add A and B, then subtract C and D.	\$380,968,183
19. Total value of properties under protest or not included on certified appraisal roll. ¹³	
A. 2021 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴	\$425,607
B. 2021 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵	\$0
C. Total value under protest or not certified: Add A and B.	\$425,607
20. 2021 tax ceilings. Counties, cities and junior colleges enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$0
21. 2021 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$381,393,790
22. Total 2021 taxable value of properties in territory annexed after Jan. 1, 2020.	\$221,364

Include both real and personal property. Enter the 2021 value of property in territory annexed. ¹⁸	
23. Total 2021 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2020. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2020, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2021. ¹⁹	\$14,160,632
24. Total adjustments to the 2021 taxable value. Add Lines 22 and 23.	\$14,381,996
25. Adjusted 2021 taxable value. Subtract Line 24 from Line 21.	\$367,011,794
26. 2021 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$0.304486/\$100
27. COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2021 county NNR tax rate. ²¹	

¹Tex. Tax Code Section 26.012(14)

²Tex. Tax Code Section 26.012(14)

³Tex. Tax Code Section 26.012(13)

⁴Tex. Tax Code Section 26.012(13)

⁵Tex. Tax Code Section 26.012(15)

⁶Tex. Tax Code Section 26.012(15)

⁷Tex. Tax Code Section 26.012(15)

⁸Tex. Tax Code Section 26.03(c)

⁹Tex. Tax Code Section 26.012(13)

¹⁰Tex. Tax Code Section 26.012(13)

¹¹Tex. Tax Code Section 26.012,26.04(c-2)

¹²Tex. Tax Code Section 26.03(c)

¹³Tex. Tax Code Section 26.01(c) and (d)

¹⁴Tex. Tax Code Section 26.01(c)

¹⁵Tex. Tax Code Section 26.01(d)

¹⁶Tex. Tax Code Section 26.012(6)(b)

¹⁷Tex. Tax Code Section 26.012(6)

¹⁸Tex. Tax Code Section 26.012(17)

¹⁹Tex. Tax Code Section 26.012(17)

²⁰Tex. Tax Code Section 26.04(c)

²¹Tex. Tax Code Section 26.04(d)

²²*Reserved for expansion*

²³Tex. Tax Code Section 26.044

²⁴Tex. Tax Code Section 26.0441

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The Voter-Approval tax rate for a county is the sum of the Voter-Approval tax rates calculated for each type of tax the county levies. In most cases the Voter-Approval tax rate exceeds the No-New-Revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Voter-Approval Tax Rate Worksheet	Amount/Rate
28. 2020 M&O tax rate. Enter the 2020 M&O tax rate.	\$0.321958/\$100
29. 2020 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$347,672,304
30. Total 2020 M&O levy. Multiply Line 28 by Line 29 and divide by \$100.	\$1,119,358
31. Adjusted 2020 levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding tax year 2020 Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020.	\$119
B. 2020 taxes in TIF Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2021 captured appraised value in Line 18D, enter 0.	\$0
C. 2020 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0.	\$0
D. 2020 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function.	\$119
E. Add Line 30 to 31D.	\$1,119,477
32. Adjusted 2021 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$367,011,794
33. 2021 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$0.305024/\$100
34. Rate adjustment for state criminal justice mandate.²³ A. 2021 state criminal justice mandate: Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	\$0

B. 2020 state criminal justice mandate: Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. C. Subtract B from A and divide by Line 32 and multiply by \$100. D. Enter the rate calculated in C. If not applicable, enter 0.	\$0 \$0.000000/\$100 \$0.000000/\$100
35. Rate adjustment for indigent health care expenditures.²⁴ A. 2021 indigent health care expenditures: Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose. B. 2020 indigent health care expenditures: Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose. C. Subtract B from A and divide by Line 32 and multiply by \$100. D. Enter the rate calculated in C. If not applicable, enter 0.	\$0 \$0 \$0.000000/\$100 \$0.000000/\$100
36. Rate adjustment for county indigent defense compensation.²⁵ A. 2021 indigent defense compensation expenditures: Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose. B. 2020 indigent defense compensation expenditures: Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose. C. Subtract B from A and divide by Line 32 and multiply by \$100. D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100. E. Enter the lessor of C and D. If not applicable, enter 0.	\$0 \$0 \$0.000000/\$100 \$0.000000/\$100 \$0.000000/\$100
37. Rate adjustment for county hospital expenditures.²⁶ A. 2021 eligible county hospital expenditures: Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021. B. 2020 eligible county hospital expenditures: Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020.	\$0 \$0

C. Subtract B from A and divide by Line 32 and multiply by \$100.	\$0.000000/\$100
D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100.	\$0.000000/\$100
E. Enter the lessor of C and D, if applicable. If not applicable, enter 0.	\$0.000000/\$100
38. Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information. A. Amount appropriated for public safety in 2020. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year B. Expenditures for public safety in 2020. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. C. Subtract B from A and divide by Line 32 and multiply by \$100. D. Enter the rate calculated in C. If not applicable, enter 0.	\$0 \$0 \$0.000000/\$100 \$0.000000/\$100
39. Adjusted 2021 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$0.305024/\$100
40. Adjustment for 2020 sales tax specifically to reduce property values. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2020 should complete this line. These entities will deduct the sales tax gain rate for 2021 in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2020, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent. B. Divide Line 40A by Line 32 and multiply by \$100. C. Add Line 40B to Line 39.	\$0 \$0.000000 \$0.305024
41. 2021 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$0.315699/\$100
D41. Disaster Line 41 (D41): 2021 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval	\$0.000000/\$100

tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1. the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2. the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08.²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	
42. Total 2021 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.²⁸ Enter debt amount. B. Subtract unencumbered fund amount used to reduce total debt. C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) D. Subtract amount paid from other resources. E. Adjusted debt. Subtract B, C, and D from A.	\$240,000 \$0 \$0 \$0 \$240,000
43. Certified 2020 excess debt collections. Enter the amount certified by the collector. ²⁸	\$0
44. Adjusted 2021 debt. Subtract Line 43 from Line 42E.	\$240,000
45. 2021 anticipated collection rate. A. Enter the 2021 anticipated collection rate certified by the collector:²⁹ B. Enter the 2020 actual collection rate C. Enter the 2019 actual collection rate D. Enter the 2018 actual collection rate E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.³¹	100.00% 99.07% 98.99% 100.82% 100.00%
46. 2021 debt adjusted for collections. Divide Line 44 by Line 45E	\$240,000
47. 2021 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$381,393,790
48. 2021 debt tax rate. Divide Line 46 by Line 47 and multiply by \$100.	\$0.062927/\$100

49. 2021 voter-approval tax rate. Add Lines 41 and 48.	\$0.378626/\$100
D49. Disaster Line 49 (D49): 2021 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$0.000000/\$100
50. COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2021 county voter-approval tax rate.	

²³Tex. Tax Code Section 26.044

²⁴Tex. Tax Code Section 26.0441

²⁵Tex. Tax Code Section 26.0442

²⁶Tex. Tax Code Section 26.0443

²⁷Tex. Tax Code Section 26.042(a)

²⁸Tex. Tax Code Section 26.012(7)

²⁹Tex. Tax Code Section 26.012(10) and 26.04(b)

³⁰Tex. Tax Code Section 26.04(b)

³¹Tex. Tax Code Section 26.04(h),(h-1) and (h-2)

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Additional Sales and Use Tax Worksheet	Amount/Rate
51. Taxable Sales. For taxing units that adopted the sales tax in November 2020 or May 2021, enter the Comptroller's estimate of taxable sales for the previous four quarters. ²⁰ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2020, enter 0.	\$0
52. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2020 or in May 2021. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2020. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$0
53. 2021 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$381,393,790
54. Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$0.000000/\$100
55. 2021 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$0.304486/\$100
56. 2021 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2020 or in May 2021. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2020.	\$0.304486/\$100
57. 2021 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster), or Line 50 (counties), as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$0.378626/\$100
58. 2021 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$0.378626/\$100

³¹Reserved for expansion

³²Tex. Tax Code Section 26.041(d)

³³Tex. Tax Code Section 26.041(i)

³⁴Tex. Tax Code Section 26.041(d)

³⁵Tex. Tax Code Section 26.04(c)

³⁶Tex. Tax Code Section 26.04(c)

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Voter-Approval Protection for Pollution Control Worksheet	Amount/Rate
59. Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$0
60. 2021 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$381,393,790
61. Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$0.000000/\$100
62. 2021 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$0.378626/\$100

³⁷Tex. Tax Code Section 26.045(d)

³⁸Tex. Tax Code Section 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020; and⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Unused Increment Rate Worksheet	Amount/Rate
63. 2020 unused increment rate. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$0.004553
64. 2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero	\$0
65. 2018 unused increment rate. Subtract the 2018 actual tax rate and the 2018 unused increment rate from the 2018 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$0.000000
66. 2021 unused increment rate. Add Lines 63, 64 and 65.	\$0.004553/\$100
67. 2021 voter-approval tax rate, adjusted for unused increment rate. ²³ Add Line 66 to one of the following lines (as applicable): Line 49, Line D49(disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$0.383179/\$100

³⁹Tex. Tax Code Section 26.013(a)

⁴⁰Tex. Tax Code Section 26.013(c)

⁴¹Tex. Tax Code Section 26.0501(a) and (c)

⁴²Tex. Tax Code Section Local Gov't Code Section 120.007(d), effective Jan. 1, 2022

⁴³Tex. Tax Code Section 26.063(a)(1)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

De Minimis Rate Worksheet	Amount/Rate
68. Adjusted 2021 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$0.305024/\$100
69. 2021 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$381,393,790
70. Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$0.131098
71. 2021 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$0.062927/\$100
72. De minimis rate. ²³ Add Lines 68, 70 and 71.	\$0.499049/\$100

⁴⁴Tex. Tax Code Section 26.012(8-a)

⁴⁵Tex. Tax Code Section 26.063(a)(1)

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year⁴⁷.

NOTE: This section will not apply to any taxing units in 2021. It is added to implement Senate Bill 1438 (87th Regular Session) and does not apply to a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a declared disaster in 2020, as provided for in the recently repealed Tax Code Sections 26.04(c-1) and 26.041(c-1).

In future tax years, this section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

In future tax years, this section will also apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Emergency Revenue Rate Worksheet	Amount/Rate
73. 2020 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	N/A
74. Adjusted 2020 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2020 and the taxing unit calculated its 2020 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2020 worksheet due to a disaster, enter the 2020 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. - or - If a disaster occurred prior to 2020 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2020, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2020 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster.⁴⁸ Enter the final adjusted 2020 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2020 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	N/A
75. Increase in 2020 tax rate due to disaster. Subtract Line 74 from Line 73.	N/A
76. Adjusted 2020 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	N/A
77. Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	N/A

78. Adjusted 2021 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	N/A
79. Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	N/A
80. 2021 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49(disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	N/A

⁴⁶Tex. Tax Code Section 26.042(b)

⁴⁷Tex. Tax Code Section 26.042(f)

⁴⁸Tex. Tax Code Section 26.042(c)

⁴⁹Tex. Tax Code Section 26.042(b)

⁵⁰Tex. Tax Code Section 26.04(c-2) and (d-2)

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue tax rate

As applicable, enter the 2021 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). \$0.304486/\$100

Indicate the line number used: 26

Voter-Approval tax rate

As applicable, enter the 2021 voter-approval tax rate from: Line 49, Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). \$0.383179/\$100

Indicate the line number used: 67

De minimis rate

If applicable, enter the de minimis rate from Line 72. \$0.499049/\$100

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code.⁵⁰

print here

Printed Name of Taxing Unit Representative

sign here _____

Taxing Unit Representative

Date

Notice About 2021 Tax Rates

Property Tax Rates in TOWN OF SHADY SHORES

This notice concerns the 2021 property tax rates for TOWN OF SHADY SHORES. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year's no-new-revenue tax rate:	\$0.304486/\$100
This year's voter-approval tax rate:	\$0.383179/\$100

To see the full calculations, please visit 1505 E. McKinney Street
Denton, TX 76209 for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balance

The following estimated balances will be left in the unit's accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Fund	Balance
GENERAL FUND	788,717

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues *(or additional sales tax revenues, if applicable)*.

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
CERTIFICATES OF OBLIGATION	185,000	55,000	0	240,000

Total required for 2021 debt service	\$240,000
- Amount (if any) paid from funds listed in unencumbered funds	\$0
- Amount (if any) paid from other resources	\$0
- Excess collections last year	\$0
= Total to be paid from taxes in 2021	\$240,000
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2021	\$0
= Total debt levy	\$240,000

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Michelle French, Denton County Tax Assessor/Collector on August 05, 2021.

RESOLUTION 2020-
(Proposed 2021 Tax Rate)

A RESOLUTION OF THE TOWN OF SHADY SHORES, SETTING A PROPOSED TAX RATE FOR 2021; SAID TAX RATE RAISING MORE TOTAL TAXES AS A RESULT OF NEW CONSTRUCTION AND INCREASED PROPERTY VALUES; APPROVING A DATE, TIME AND LOCATION FOR TWO (2) PUBLIC HEARINGS ON THE PROPOSED 2021 TAX RATE, WHICH STATE LAW DEEMS A TAX RATE INCREASE AS A RESULT OF THE TOTAL TAX RECEIPTS INCREASE; AND APPROVING A DATE, TIME AND LOCATION FOR ACTION.

WHEREAS, the Town of Shady Shores Town Council has found it to be in the best interest of the Town to propose a 2021 Tax Rate of .321958, which will produce an increase in total tax receipts of the Town as a result of new construction being added to the tax rolls, and some increases in value of other taxable property in the Town: and

WHEREAS, the Town of Shady Shores shall schedule a date to act on the proposed rate; and

WHEREAS, two public hearings will be held on the proposed rates;

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

SECTION 1. The proposed 2019 Tax rates are as follows:

Maintenance and Operation Rate	.305024
Interest and Sinking fund Rate	.016934
Total Tax Rate	.321958 per \$100

SECTION 2. The Town Council will hold two a Public Hearings at 7:00 p.m. at Shady Shores Town Hall Council Chambers, 101 S. Shady Shores Road, Shady Shores, TX, on the following date:

September 8, 2021

SECTION 3. The Town Council will take-action on the proposed 2021 Tax Rate on September 13th · 2021 at 7:00 p.m. at Shady Shores Town Hall Council Chambers, 101 S. Shady Shores Road, Shady Shores, TX.

SECTION 4. Staff is hereby directed to publish all required public notices.

SECTION 5. This Resolution shall become effective upon its passage.

APPROVED BY THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS
THIS _____ DAY OF _____, 2021.

APPROVED:

Cindy Aughinbaugh, Mayor

ATTESTED:

Wendy Withers, Town Secretary

APPROVED AS TO FORM:

James E. Shepherd, Town Attorney



AGENDA MEMORANDUM

DATE: August 9, 2021
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: TX Local Government Code 551.074- Personnel Matters- Performance Reviews for Town Staff
a) Town Administrator/Secretary
b) Municipal Court Administrator
c) Office Clerk
d) Code Compliance

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: August 9, 2021
TO: Town Council
FROM: Wendy Withers, Town Administrator
SUBJECT: Govt. Code sec. 552.071 Confidential legal advice regarding the status of state law regarding short term rentals and the legal options available.

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY: