



SHADY SHORES TOWN COUNCIL  
REGULAR SESSION  
JANUARY 10, 2022; 7:00 PM  
101 S.SHADY SHORES ROAD  
SHADY SHORES, TX 76208

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

**CALL TO ORDER**

**ROLL CALL**

Establish a quorum.

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

1. The Pledge of Allegiance will be led by Cub Scout Pack #60

**PROCLAMATIONS, PRESENTATIONS AND AWARDS**

2. Staff Recognition

**COUNCILMEMBER/COMMITTEE/STAFF REPORTS:**

3. Keep Shady Shores Beautiful/Communications/Community Events

4. Animal Control

5. Code Enforcement

6. Police Department

7. Fire Department

8. Planning and Zoning Commission Report

9. Staff Report

10. Roads, Drainage, Capital Improvements

11. 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.

12. Minutes- Consider and act on approval of the minutes of the December 6, 2021 Special Called Town Council meeting.

13. Investment Committee Report- Consider and act on approval of the 1st Quarter 2022 Investment Committee Report (October 2021-December 2021).
14. Cogburn Court and Commanche Road Repairs- Consider and act on approval of a bid and change order addition for repairs to Cogburn Court and Commanche in Cielo Ranch Subdivision.
15. Interlocal Agreement Attorney Services Lake Cities Broadband Project- Consider and act on approval of an interlocal agreement with the municipalities of Corinth, Lake Dallas and Hickory Creek for attorney services in regard to the Lake Cities Broadband project.

#### **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**

16. Brown Terrace Survey- Conduct a work session relative to a recent survey that was done on the subdivision known as Brown Terrace also known as Keatings Kove. Consider and take necessary action, provide staff direction.
17. Alternate Municipal Court Judge- Consider and act on the appointment of Cynthia Burkett to serve as an alternate judge for the Town of Shady Shores Municipal Court.

#### **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.

18.

##### **A. Sec. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING**

1. Legal advice regarding property rights, right of ways and resolution of property disputes in and/or adjacent to the Brown Terrace subdivision.

2. Consultation with the Town attorney regarding pending or contemplated litigation; or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter; and Sec. 551.076.

DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING. To deliberate:

- (1) the deployment, or specific occasions for implementation, of security personnel or devices; or
- (2) a security audit.

Regarding the security systems, including electronic and physical systems, police assignments, deployment and specific occasions for law enforcement services of the Town, and deliberation regarding an audit of same."

#### **ACTION REGARDING PUBLIC HEARING**

#### **FUTURE AGENDA ITEMS AND STAFF DIRECTION**

#### **ADJOURN**

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

I, Cindy Aughinbaugh, Mayor of the Town of Shady Shores do hereby certify that the above notice of the Regular Town Council Meeting was posted on the bulletin board at the Community Center, 101 S. Shady Shores Road, Shady Shores, Texas on \_\_\_\_\_ Day of \_\_\_\_\_ 2022, at \_\_\_\_\_ .M.

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Cindy Aughinbaugh, Mayor



## AGENDA MEMORANDUM

**DATE:** January 10, 2022  
**TO:** Town Council  
**FROM:** Wendy withers, Town Administrator  
**SUBJECT:** Staff Recognition

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**BACKGROUND/INFORMATION:**

**FINANCIAL IMPLICATIONS:**

**RECOMMENDATION/ACTION DESIRED:**

**ATTACHMENTS/SUPPORTING DOCUMENTATION:**

None

**REVIEWED BY:**

**Date of Report: January 2022**

**Committee:** Communications Campaign

**Liaison to the Board:** Katie Klein

**Dates Reported On:** December 2021

**Goals:**

- Trusted Community Resource
- Create Community through communication and engagement
- Putting people first in order benefit ToSS



**Audience Reports:**

○ **Facebook**

|                 |  |  |
|-----------------|--|--|
| <b>December</b> |  |  |
| 917             |  |  |

○ **Instagram-**

|                 |  |  |
|-----------------|--|--|
| <b>December</b> |  |  |
| 4               |  |  |

○ **Twitter-**

|                 |  |  |
|-----------------|--|--|
| <b>December</b> |  |  |
| 58              |  |  |

○ **LinkedIn -**

|                 |  |  |
|-----------------|--|--|
| <b>December</b> |  |  |
| 12 Followers    |  |  |

○ **Eblasts-**

|                                         |  |  |
|-----------------------------------------|--|--|
| <b>December</b>                         |  |  |
| 447 Subscribers/34<br>Excessive bounces |  |  |

○ **Website- \*\* Due to the change from Piwik to Google Analytics, the report is unable to be completed**

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |

- Most viewed pages:
  - Community Events-
  - Top 10 Search-
  - Most visitors are coming from:
- **Positive Sentiment (Archive Social) –**
  - **Facebook/Instagram/Twitter/Website**
    - Most positive post: Tree Lighting, Into of Jeff Belton
- **Reach and impressions (HootSuite)-** Post impressions: # of times ToSS appeared on someone's screen
  - **Tweet-**

|                 |  |  |
|-----------------|--|--|
| <b>December</b> |  |  |
| <b>184</b>      |  |  |
  - **Facebook/Instagram**

|                 |  |  |
|-----------------|--|--|
| <b>December</b> |  |  |
| <b>2K</b>       |  |  |
| <b>8</b>        |  |  |
  - **Linkedin**

|                 |  |  |
|-----------------|--|--|
| <b>December</b> |  |  |
| <b>1</b>        |  |  |
  - **QR Code: Contact Platforms- how to reach us**

|                                        |  |  |
|----------------------------------------|--|--|
| <b>November 22, 2021-<br/>December</b> |  |  |
| <b>15</b>                              |  |  |
  -

One-Off Reports: (Major Campaigns)

Lessons Learned

Executive Summary of Top Achievements

- QR Codes- 1 dynamic, three static (Court, Vote, Solid Waste)
- ToSS began a weekly E-Blast in late December

Announcements:

Questions for the board/larger group:

Other Notes:

- Determine # of views- Live Stream, Archive Stream. Cost Analysis.

| Location                                         | Notes                                                                                                                               | Code           |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Nov 30, 2021 2:07 PM<br>101 S Shady Shores Road  | Patrolled city focusing on stray animals. Spoke with Katie.                                                                         | Animal Control |
| Nov 27, 2021 2:14 PM<br>160 hidden valley        | Responded to an animal bite report at this address. Left a door hanger. AJ contact victim via phone who stated she would call back. | Animal Control |
| Nov 24, 2021 10:54 AM<br>101 S Shady Shores Road | Patrolled city focusing on stray animals.<br><br>spoke to joan at city hall                                                         | Animal Control |
| Nov 16, 2021 2:32 PM<br>101 S Shady Shores Road  | Patrolled city focusing on stray animals. Spoke with Joan.                                                                          | Animal Control |
| Nov 9, 2021 12:05 PM<br>101 S Shady Shores Road  | Patrolled city focusing on stray animals. Spoke with Joan.                                                                          | Animal Control |
| Nov 3, 2021 12:43 PM<br>101 S Shady Shores Road  | Patrolled city focusing on stray animals. Spoke with Joan.                                                                          | Animal Control |
| Nov 3, 2021 12:36 PM<br>136 n garza              | Picked up a contained stray cat from this location.                                                                                 | Animal Control |

# Memo

**To:** Wendy Withers  
**From:** Char DuPree  
**cc:** Town Council  
**Date:** January 6, 2022  
**Re:** December 2021 Code Enforcement Report

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December Inspections include the following:

1. 218 Oakwood Cr: two (2) new violations – trash/debris and parking in the drainage ditch; letter sent.
2. 335 Oakwood Cr: new parking violation in front yard. Reinspection on 12/14/2021-car still parked in front yard. Citation issued and attached to front door.
3. 500 N. Garza: new front yard parking violation; letter sent. Compliance extension was granted due to the holidays so property owner can install a gravel parking area next to the driveway.
4. 501 Spring: new violation of car parked in the driveway on jacks & unattended. Letter sent.
5. 600 Lakeshore Rd: continuing violation of parking motor vehicles on vacant lot. Reinspection of 12/14/2021, property not in compliance and citation was issued.
6. 804 Driftwood: continuing violation of trash/debris; second letter sent. Also, drainage pipe on driveway approach still not repaired; letter sent.
7. 104 Brown Terrace, #4: Continuing issue of railroad ties in right of way; citation issued. Follow-up inspection and meeting with property owner conducted on 12/23/2021. Violation was corrected during this inspection by property owner.
8. 507 June Rd: new violation of high grass; letter sent.
9. 9<sup>th</sup> St. & June Rd: street sign down; notification sent to Public Works.
10. 300 E. 9<sup>th</sup> St: new trash/debris violation and junk vehicles parked on property (boat & camper trailer). Letter sent.
11. 150 Whippoorwill: Reinspection of drainage ditch; nothing has changed. Will address this issue after the holidays.
12. 152 Whippoorwill: received complaint regarding an illegal sign in the front yard. Inspection was conducted, however, there did not appear to be any violation

13. 105 Cielo: new violation of a pile of limbs & brush piled on property near the front yard. Letter sent.
14. 425 S. Shady Shores Rd (Lakeside Manor Mobile Home Park): Inspection of entire park was conducted on 12/2/2021, revealing several violations. Letter sent. Follow-up inspection conducted on 12/14/2021; none of the violations were abated and citation was issued.

Continuing issues in process:

Regular re-inspections continue at Atkinson Ranch to monitor any possible code infractions.

Brown Terrace issues continue to be addressed and the situation is still being monitored. Right of way survey will solve many issues when it is received.



# CORINTH POLICE DEPARTMENT Shady Shores



## November 2021 Summary

### OFFENSES

| ASSAULTS                                   |   |
|--------------------------------------------|---|
| Misdemeanor                                | 4 |
| Felony                                     | 0 |
| FAMILY VIOLENCE ASSAULTS                   |   |
| Misdemeanor                                | 0 |
| Felony                                     | 0 |
| SEXUAL OFFENSES                            |   |
| Total Sexual Offenses                      | 0 |
| DEATH - CRIMINAL (Homicide / Manslaughter) |   |
| Total Criminal Deaths                      | 0 |
| MOTOR VEHICLE THEFTS                       |   |
| Total Motor Vehicle Thefts                 | 0 |
| BURGLARY                                   |   |
| Residential                                | 0 |
| Motor Vehicle                              | 0 |
| Business / Construction                    | 0 |
| THEFT                                      |   |
| General / Shoplifting                      | 1 |
| Fraud ID Information                       | 0 |
| Fraud Obtain Unemployment Benefits         | 0 |
| Other Offenses                             | 0 |
| ROBBERY                                    |   |
| Individual                                 | 0 |
| Business                                   | 0 |
| CRIMINAL MISCHIEF                          |   |
| Vandalism / Graffiti                       | 0 |
| OTHER OFFENSES                             |   |
| Other Offenses                             | 2 |
| ALCOHOL RELATED                            |   |
| Driving While Intoxicated                  | 0 |
| Driving Under Influence - Minor            | 0 |
| Public Intoxication                        | 0 |
| Other Alcohol Related                      | 0 |
| DRUG RELATED                               |   |
| Possession of Drugs                        | 1 |
| Poss of Drug Paraphernalia                 | 0 |
| Manuf./ Delivery of Drugs                  | 0 |
| TOTAL REPORTED OFFENSES                    |   |
|                                            | 8 |

### ACTIVITIES

| CALLS FOR SERVICE                          |     |
|--------------------------------------------|-----|
| Total Calls for Service                    | 98  |
| COMMUNITY POLICING                         |     |
| Vacation Watches                           | 0   |
| VIPS-Vacation Watches                      | 0   |
| VIPS-Special Patrol                        | 12  |
| Direct Patrol / Park and Walk              | 174 |
| ARRESTS                                    |     |
| Juvenile                                   | 3   |
| Adult                                      | 2   |
| Total Arrests                              | 5   |
| INVESTIGATIONS                             |     |
| New Cases                                  | 8   |
| Cases Cleared                              | 6   |
| Cases Declared Inactive                    | 0   |
| Cases Filed                                | 6   |
| TRAFFIC ENFORCEMENT                        |     |
| Total Citations                            | 12  |
| Warnings                                   | 21  |
| Total Citations / Warnings                 | 33  |
| MOTOR VEHICLE ACCIDENTS                    |     |
| Offense Related                            | 2   |
| Traffic Accidents - Injury                 | 0   |
| Traffic Accidents - No Injury              | 3   |
| Total Accidents                            | 3   |
| FALSE ALARMS                               |     |
| False Alarms                               | 5   |
| JUVENILE CURFEW ENFORCEMENT                |     |
| Citations                                  | 0   |
| Arrests                                    | 0   |
| OFFICER CONDUCT                            |     |
| Commendations Received                     | 0   |
| Complaints Received                        | 0   |
| Complaints Substantiated/Sustained         | 0   |
| Complaints Unsubstantiated / Not Sustained | 0   |

# DENTON COUNTY SHERIFFS OFFICE

## Number of Events by Nature

Shady Shores November 2021

| Nature                    | # Events |
|---------------------------|----------|
| ADMINISTRATIVE DUTY       | 1        |
| AGENCY ASSIST             | 3        |
| ALARM                     | 6        |
| ALARM FIRE                | 3        |
| ANIMAL BITE ATTACKS       | 2        |
| ANIMAL BITE REPORT        | 1        |
| ANIMAL COMPLAINT          | 2        |
| ANIMAL CRUELTY REPORT     | 1        |
| ASSAULT                   | 1        |
| BREATHING PROBLEMS        | 1        |
| CARBON MONOXIDE OR HAZMAT | 1        |
| CHEST PAIN                | 1        |
| CITIZEN ASSIST            | 1        |
| CIVIL SERVICE             | 4        |
| CLOSE PATROL              | 17       |
| CONVULSIONS SEIZURES      | 1        |
| DISTURBANCE DOMESTIC      | 1        |
| ESCORT COURTESY           | 1        |
| FALLS                     | 6        |
| FD INSPECTION             | 1        |
| FIGHT                     | 2        |
| FIRE SMOKE INVESTIGATION  | 1        |
| FIRE STRUCTURE            | 4        |
| FOLLOW UP INVESTIGATION   | 6        |
| FOUND PROPERTY            | 1        |
| GUN SHOTS HEARD           | 2        |
| HANG UP 911               | 1        |
| HARASSMENT                | 3        |
| HEMORRHAGE LACERATIONS    | 2        |

| Nature                       | # Events   |
|------------------------------|------------|
| HUNTERS COMPLAINT            | 1          |
| INTOXICATED PERSON           | 1          |
| JUVENILE COMPLAINT           | 2          |
| JUVENILE CUSTODY             | 1          |
| LOOSE LIVESTOCK              | 1          |
| MEET COMPLAINANT             | 4          |
| MOTOR/BOATER ASSIST          | 1          |
| NARCOTICS                    | 2          |
| SICK PERSON                  | 4          |
| SPECIAL PATROL               | 169        |
| SUSP PERSON/VEHICLE/ACTIVITY | 10         |
| THEFT                        | 1          |
| TRAFFIC                      | 24         |
| TRAFFIC COMPLAINT            | 8          |
| TRAFFIC TRANSPORT INCIDENT   | 3          |
| TRAUMATIC INJURIES           | 1          |
| UNCONSCIOUS FAINTING         | 2          |
| VEHICLE COMPLAINT            | 2          |
| WARRANT INVESTIGATION        | 1          |
| WATER MAIN BREAK             | 1          |
| WELFARE CONCERN              | 3          |
|                              |            |
| <b>Total</b>                 | <b>319</b> |



# 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         |           |           |           |           |           |           | 1         |           | 3          |
| Alarm system sounded due to malfunction           |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Animal rescue                                     |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Arcing, shorted electrical equipment              |           |           |           |           |           | 4         |           |           |           | 1         |           |           | 5          |
| Assist Police or other agency                     |           |           |           |           |           | 1         |           |           | 1         |           |           |           | 2          |
| Assist invalid                                    |           | 1         |           | 3         |           | 2         | 1         |           | 4         | 2         | 2         | 1         | 16         |
| Authorized controlled burning                     | 2         | 2         | 6         | 7         |           | 2         | 4         | 1         |           |           | 2         | 1         | 27         |
| Brush or brush-and-grass mixture fire             |           |           | 1         | 1         |           |           |           |           |           |           |           |           | 2          |
| Building fire                                     |           |           | 1         |           |           |           |           |           | 1         | 1         |           |           | 3          |
| Carbon monoxide incident                          |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Carbon Monoxide detector No CO                    |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Citizen complaint                                 |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Chimney Fire Contained to Chimney                 |           |           |           |           |           |           |           |           |           |           | 1         |           | 1          |
| Cooking Fire Confined to Container                |           |           |           |           | 1         |           |           |           |           |           |           |           | 1          |
| Dispatched & cancelled en route                   |           |           | 2         |           | 1         |           |           | 2         |           |           | 1         |           | 6          |
| Electrical wiring/equipment problem, Other        |           |           |           |           |           |           | 1         | 1         |           |           |           |           | 2          |
| Elevator Rescue                                   |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Emergency medical service, other                  |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| EMS call, excluding vehicle accident with injury  | 7         | 12        | 8         | 5         | 10        | 3         | 3         | 10        | 14        | 11        | 16        | 10        | 109        |
| False alarm or false call, Other                  |           |           |           |           |           |           |           |           |           | 2         |           |           | 2          |
| 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         |           |           |           |           |           | 1         |           | 1         |           | 5          |
| Good intent call, Other                           |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Grass fire                                        |           |           |           |           |           |           |           |           | 1         |           |           |           | 1          |
| HazMat release investigation w/no Hazmat          |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Hazardous Condition (No Fire)                     |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Heat From Short Circuit                           |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Lock-out                                          |           |           |           | 1         |           | 1         |           |           |           | 1         |           |           | 3          |
| Motor vehicle accident with injuries              |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Motor Vehicle Accident with no injuries           |           |           |           |           | 1         |           | 1         |           |           |           |           |           | 2          |
| Motor Vehicle/Pedestrian Accident                 |           |           |           |           |           |           |           |           |           | 1         |           |           | 1          |
| 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                            |           |           |           |           |           |           |           | 1         |           |           |           |           | 1          |
| Person in Distress                                |           |           |           |           |           |           |           | 1         |           |           |           |           | 1          |
| Police matter                                     |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Power line down                                   |           |           |           |           |           |           |           |           |           | 1         |           |           | 1          |
| Public Education                                  |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Public service                                    | 2         |           | 1         |           | 1         | 1         |           | 4         | 1         | 2         |           |           | 12         |
| Rescue or EMS Standby                             |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Rescue, water                                     |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Search For lost Person                            |           |           | 1         |           |           |           |           |           |           |           |           |           | 1          |
| Service Call, Other                               |           |           |           |           |           |           |           |           | 1         |           |           |           | 1          |
| Severe weather or natural disaster, Other         |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Smoke detector activation, no fire                | 1         |           | 1         |           |           |           |           |           |           | 2         |           |           | 4          |
| Smoke/Heat detector activation due to malfunction |           | 5         | 1         |           |           |           |           | 1         |           |           |           | 1         | 8          |
| Smoke from barbecue, tar kettle                   |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Smoke or odor removal                             |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Smoke scare, odor of smoke                        |           | 1         |           |           |           |           |           |           | 1         |           |           |           | 2          |
| Sprinkler activation, no fire                     |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| System malfunction, Other                         |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Unauthorized burning                              |           |           |           |           |           |           |           |           |           | 1         | 1         | 1         | 3          |
| Unintentional transmission of alarm, Other        |           |           |           |           |           |           |           |           |           |           |           |           | 0          |
| Water or steam leak                               |           | 9         |           |           |           |           |           |           |           |           | 1         |           | 10         |
| <b>Total</b>                                      | <b>12</b> | <b>33</b> | <b>24</b> | <b>19</b> | <b>15</b> | <b>14</b> | <b>10</b> | <b>21</b> | <b>25</b> | <b>25</b> | <b>26</b> | <b>14</b> | <b>238</b> |

Alarm Date between 2021-12-01 and 2022-01-01

### Total Calls by District

| District      | 2021-12-01 | Total |
|---------------|------------|-------|
| Corinth       | 172        | 172   |
| Denton County | 9          | 9     |
| Lake Dallas   | 75         | 75    |
| Hickory Creek | 50         | 50    |
| Shady Shores  | 14         | 14    |
| Lewisville    | 1          | 1     |
| Little Elm    | 2          | 2     |
| Denton        | 2          | 2     |
| Total         | 325        | 325   |

Incident Date between 2021-12-01

and 2021-12-31

| Incident Date | Incident Number | NFIRS Number | Incident Type Code | Incident Type                                    | District      | Status |
|---------------|-----------------|--------------|--------------------|--------------------------------------------------|---------------|--------|
| 12/1/2021     | 21003821        | 0003830      | 321                | EMS call, excluding vehicle accident with injury | Corinth       | 1      |
| 12/1/2021     | 21003822        | 0003831      | 154                | Dumpster or other outside trash receptacle fire  | Denton County | 1      |
| 12/1/2021     | 21003823        | 0003832      | 321                | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1      |
| 12/1/2021     | 21003824        | 0003833      | 321                | EMS call, excluding vehicle accident with injury | Corinth       | 1      |
| 12/1/2021     | 21003825        | 0003834      | 441                | Heat from short circuit (wiring), defective/worn | Corinth       | 1      |
| 12/1/2021     | 21003826        | 0003835      | 324                | Motor vehicle accident with no injuries.         | Corinth       | 1      |
| 12/1/2021     | 21003827        | 0003836      | 321                | EMS call, excluding vehicle accident with injury | Hickory Creek | 1      |
| 12/2/2021     | 21003828        | 0003837      | 321                | EMS call, excluding vehicle accident with injury | Hickory Creek | 1      |
| 12/2/2021     | 21003829        | 0003838      | 321                | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1      |
| 12/2/2021     | 21003830        | 0003839      | 321                | EMS call, excluding vehicle accident with injury | Corinth       | 1      |
| 12/2/2021     | 21003831        | 0003840      | 321                | EMS call, excluding vehicle accident with injury | Hickory Creek | 1      |
| 12/2/2021     | 21003832        | 0003841      | 321                | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1      |
| 12/2/2021     | 21003833        | 0003842      | 321                | EMS call, excluding vehicle accident with injury | Corinth       | 1      |
| 12/2/2021     | 21003834        | 0003843      | 733                | Smoke detector activation due to malfunction     | Hickory Creek | 1      |
| 12/2/2021     | 21003835        | 0003844      | 561                | Unauthorized burning                             | Shady Shores  | 1      |
| 12/2/2021     | 21003836        | 0003845      | 321                | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1      |
| 12/2/2021     | 21003837        | 0003846      | 321                | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1      |
| 12/2/2021     | 21003838        | 0003847      | 324                | Motor vehicle accident with no injuries.         | Corinth       | 1      |
| 12/2/2021     | 21003839        | 0003848      | 321                | EMS call, excluding vehicle accident with injury | Hickory Creek | 1      |
| 12/2/2021     | 21003840        | 0003849      | 321                | EMS call, excluding vehicle accident with injury | Hickory Creek | 1      |
| 12/3/2021     | 21003841        | 0003850      | 321                | EMS call, excluding vehicle accident with injury | Hickory Creek | 1      |
| 12/3/2021     | 21003842        | 0003851      | 321                | EMS call, excluding vehicle accident with injury | Corinth       | 1      |
| 12/3/2021     | 21003843        | 0003852      | 321                | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1      |
| 12/3/2021     | 21003844        | 0003853      | 321                | EMS call, excluding vehicle accident with injury | Corinth       | 1      |
| 12/3/2021     | 21003845        | 0003854      | 321                | EMS call, excluding vehicle accident with injury | Corinth       | 1      |
| 12/3/2021     | 21003846        | 0003855      | 321                | EMS call, excluding vehicle accident with injury | Corinth       | 1      |
| 12/3/2021     | 21003847        | 0003856      | 321                | EMS call, excluding vehicle accident with injury | Corinth       | 1      |
| 12/3/2021     | 21003848        | 0003857      | 554                | Assist invalid                                   | Corinth       | 1      |
| 12/3/2021     | 21003849        | 0003858      | 622                | No incident found on arrival at dispatch address | Lake Dallas   | 1      |
| 12/4/2021     | 21003850        | 0003859      | 321                | EMS call, excluding vehicle accident with injury | Corinth       | 1      |
| 12/4/2021     | 21003851        | 0003860      | 324                | Motor vehicle accident with no injuries.         | Lake Dallas   | 1      |

|           |          |         |     |                                                    |               |   |
|-----------|----------|---------|-----|----------------------------------------------------|---------------|---|
| 12/4/2021 | 21003852 | 0003861 | 324 | Motor vehicle accident with no injuries.           | Denton County | 1 |
| 12/4/2021 | 21003853 | 0003862 | 733 | Smoke detector activation due to malfunction       | Corinth       | 1 |
| 12/4/2021 | 21003854 | 0003863 | 743 | Smoke detector activation, no fire - unintentional | Hickory Creek | 1 |
| 12/4/2021 | 21003855 | 0003864 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/4/2021 | 21003856 | 0003865 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/4/2021 | 21003857 | 0003866 | 511 | Lock-out                                           | Corinth       | 1 |
| 12/4/2021 | 21003858 | 0003867 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/4/2021 | 21003859 | 0003868 | 322 | Motor vehicle accident with injuries               | Corinth       | 1 |
| 12/4/2021 | 21003860 | 0003869 | 324 | Motor vehicle accident with no injuries.           | Corinth       | 1 |
| 12/4/2021 | 21003861 | 0003870 | 321 | EMS call, excluding vehicle accident with injury   | Lake Dallas   | 1 |
| 12/4/2021 | 21003862 | 0003871 | 611 | Dispatched & canceled en route                     | Corinth       | 1 |
| 12/5/2021 | 21003863 | 0003872 | 143 | Grass fire                                         | Lake Dallas   | 1 |
| 12/5/2021 | 21003864 | 0003873 | 322 | Motor vehicle accident with injuries               | Lake Dallas   | 1 |
| 12/5/2021 | 21003865 | 0003874 | 321 | EMS call, excluding vehicle accident with injury   | Lake Dallas   | 1 |
| 12/5/2021 | 21003866 | 0003875 | 653 | Smoke from barbecue, tar kettle                    | Corinth       | 1 |
| 12/5/2021 | 21003867 | 0003876 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/5/2021 | 21003868 | 0003877 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/5/2021 | 21003869 | 0003878 | 321 | EMS call, excluding vehicle accident with injury   | Lake Dallas   | 1 |
| 12/5/2021 | 21003870 | 0003879 | 411 | Gasoline or other flammable liquid spill           | Corinth       | 1 |
| 12/5/2021 | 21003871 | 0003880 | 321 | EMS call, excluding vehicle accident with injury   | Lake Dallas   | 1 |
| 12/5/2021 | 21003872 | 0003881 | 554 | Assist invalid                                     | Corinth       | 1 |
| 12/5/2021 | 21003873 | 0003882 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/5/2021 | 21003874 | 0003883 | 511 | Lock-out                                           | Corinth       | 1 |
| 12/5/2021 | 21003875 | 0003884 | 622 | No incident found on arrival at dispatch address   | Corinth       | 1 |
| 12/5/2021 | 21003876 | 0003885 | 321 | EMS call, excluding vehicle accident with injury   | Hickory Creek | 1 |
| 12/6/2021 | 21003877 | 0003886 | 321 | EMS call, excluding vehicle accident with injury   | Lake Dallas   | 1 |
| 12/6/2021 | 21003878 | 0003887 | 321 | EMS call, excluding vehicle accident with injury   | Shady Shores  | 1 |
| 12/6/2021 | 21003879 | 0003888 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/6/2021 | 21003880 | 0003889 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/6/2021 | 21003881 | 0003890 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/6/2021 | 21003882 | 0003891 | 554 | Assist invalid                                     | Corinth       | 1 |
| 12/6/2021 | 21003883 | 0003892 | 511 | Lock-out                                           | Corinth       | 1 |
| 12/6/2021 | 21003884 | 0003893 | 321 | EMS call, excluding vehicle accident with injury   | Lake Dallas   | 1 |
| 12/6/2021 | 21003885 | 0003894 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/7/2021 | 21003886 | 0003897 | 324 | Motor vehicle accident with no injuries.           | Corinth       | 1 |
| 12/7/2021 | 21003887 | 0003895 | 322 | Motor vehicle accident with injuries               | Corinth       | 1 |
| 12/7/2021 | 21003888 | 0003896 | 611 | Dispatched & canceled en route                     | Corinth       | 1 |
| 12/7/2021 | 21003889 | 0003898 | 554 | Assist invalid                                     | Denton County | 1 |

|            |          |         |     |                                                  |               |   |
|------------|----------|---------|-----|--------------------------------------------------|---------------|---|
| 12/7/2021  | 21003890 | 0003900 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/7/2021  | 21003891 | 0003899 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/7/2021  | 21003892 | 0003901 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/7/2021  | 21003893 | 0003902 | 324 | Motor vehicle accident with no injuries.         | Hickory Creek | 1 |
| 12/7/2021  | 21003894 | 0003903 | 611 | Dispatched & canceled en route                   | Denton County | 1 |
| 12/7/2021  | 21003895 | 0003904 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/7/2021  | 21003896 | 0003905 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/8/2021  | 21003897 | 0003906 | 553 | Public service                                   | Lake Dallas   | 1 |
| 12/8/2021  | 21003898 | 0003907 | 321 | EMS call, excluding vehicle accident with injury | Shady Shores  | 1 |
| 12/8/2021  | 21003899 | 0003908 | 424 | Carbon monoxide incident                         | Corinth       | 1 |
| 12/8/2021  | 21003900 | 0003910 | 553 | Public service                                   | Lewisville    | 1 |
| 12/8/2021  | 21003901 | 0003909 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/8/2021  | 21003902 | 0003911 | 652 | Steam, vapor, fog or dust thought to be smoke    | Corinth       | 1 |
| 12/8/2021  | 21003903 | 0003912 | 324 | Motor vehicle accident with no injuries.         | Corinth       | 1 |
| 12/8/2021  | 21003904 | 0003913 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/9/2021  | 21003905 | 0003914 | 321 | EMS call, excluding vehicle accident with injury | Shady Shores  | 1 |
| 12/9/2021  | 21003906 | 0003915 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/9/2021  | 21003907 | 0003916 | 611 | Dispatched & canceled en route                   | Corinth       | 1 |
| 12/9/2021  | 21003908 | 0003917 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/9/2021  | 21003909 | 0003918 | 511 | Lock-out                                         | Lake Dallas   | 1 |
| 12/9/2021  | 21003910 | 0003919 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/9/2021  | 21003911 | 0003920 | 324 | Motor vehicle accident with no injuries.         | Lake Dallas   | 1 |
| 12/9/2021  | 21003912 | 0003921 | 554 | Assist invalid                                   | Corinth       | 1 |
| 12/10/2021 | 21003913 | 0003922 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/10/2021 | 21003914 | 0003923 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/10/2021 | 21003915 | 0003924 | 611 | Dispatched & canceled en route                   | Little Elm    | 1 |
| 12/10/2021 | 21003916 | 0003925 | 600 | Good intent call, other                          | Corinth       | 1 |
| 12/10/2021 | 21003917 | 0003926 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/10/2021 | 21003918 | 0003927 | 651 | Smoke scare, odor of smoke                       | Lake Dallas   | 1 |
| 12/10/2021 | 21003919 | 0003928 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/10/2021 | 21003920 | 0003929 | 511 | Lock-out                                         | Hickory Creek | 1 |
| 12/10/2021 | 21003921 | 0003930 | 745 | Alarm system activation, no fire - unintentional | Corinth       | 1 |
| 12/10/2021 | 21003922 | 0003931 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/10/2021 | 21003923 | 0003932 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/10/2021 | 21003924 | 0003933 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/10/2021 | 21003925 | 0003934 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/10/2021 | 21003926 | 0003935 | 112 | Fires in structure other than in a building      | Little Elm    | 1 |

|            |          |         |     |                                                  |               |   |
|------------|----------|---------|-----|--------------------------------------------------|---------------|---|
| 12/10/2021 | 21003927 | 0003936 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/10/2021 | 21003928 | 0003937 | 324 | Motor vehicle accident with no injuries.         | Denton        | 1 |
| 12/10/2021 | 21003929 | 0003938 | 322 | Motor vehicle accident with injuries             | Corinth       | 1 |
| 12/10/2021 | 21003930 | 0003939 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/10/2021 | 21003931 | 0003940 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/11/2021 | 21003932 | 0003941 | 324 | Motor vehicle accident with no injuries.         | Corinth       | 1 |
| 12/11/2021 | 21003933 | 0003942 | 700 | False alarm or false call, other                 | Lake Dallas   | 1 |
| 12/11/2021 | 21003934 | 0003943 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/11/2021 | 21003935 | 0003944 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/11/2021 | 21003936 | 0003945 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/12/2021 | 21003937 | 0003946 | 611 | Dispatched & canceled en route                   | Hickory Creek | 1 |
| 12/12/2021 | 21003938 | 0003947 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/12/2021 | 21003939 | 0003948 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/12/2021 | 21003940 | 0003949 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/12/2021 | 21003941 | 0003950 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/12/2021 | 21003942 | 0003951 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/12/2021 | 21003943 | 0003952 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/12/2021 | 21003944 | 0003953 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/13/2021 | 21003945 | 0003954 | 321 | EMS call, excluding vehicle accident with injury | Denton County | 1 |
| 12/13/2021 | 21003946 | 0003955 | 324 | Motor vehicle accident with no injuries.         | Corinth       | 1 |
| 12/13/2021 | 21003947 | 0003956 | 700 | False alarm or false call, other                 | Corinth       | 1 |
| 12/13/2021 | 21003948 | 0003957 | 511 | Lock-out                                         | Corinth       | 1 |
| 12/13/2021 | 21003949 | 0003958 | 553 | Public service                                   | Corinth       | 1 |
| 12/13/2021 | 21003950 | 0003959 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/13/2021 | 21003951 | 0003960 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/13/2021 | 21003952 | 0003962 | 324 | Motor vehicle accident with no injuries.         | Corinth       | 1 |
| 12/13/2021 | 21003953 | 0003961 | 554 | Assist invalid                                   | Corinth       | 1 |
| 12/13/2021 | 21003954 | 0003963 | 744 | Detector activation, no fire - unintentional     | Hickory Creek | 1 |
| 12/13/2021 | 21003955 | 0003964 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/13/2021 | 21003956 | 0003965 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/13/2021 | 21003957 | 0003966 | 321 | EMS call, excluding vehicle accident with injury | Shady Shores  | 1 |
| 12/14/2021 | 21003958 | 0003967 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/14/2021 | 21003959 | 0003968 | 324 | Motor vehicle accident with no injuries.         | Lake Dallas   | 1 |
| 12/14/2021 | 21003960 | 0003969 | 324 | Motor vehicle accident with no injuries.         | Corinth       | 1 |
| 12/14/2021 | 21003961 | 0003970 | 733 | Smoke detector activation due to malfunction     | Corinth       | 1 |
| 12/14/2021 | 21003962 | 0003971 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/14/2021 | 21003963 | 0003972 | 324 | Motor vehicle accident with no injuries.         | Corinth       | 1 |
| 12/14/2021 | 21003964 | 0003973 | 151 | Outside rubbish, trash or waste fire             | Lake Dallas   | 1 |

|            |          |         |     |                                                  |               |   |
|------------|----------|---------|-----|--------------------------------------------------|---------------|---|
| 12/14/2021 | 21003965 | 0003974 | 511 | Lock-out                                         | Corinth       | 1 |
| 12/14/2021 | 21003966 | 0003975 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/14/2021 | 21003967 | 0003976 | 324 | Motor vehicle accident with no injuries.         | Corinth       | 1 |
| 12/14/2021 | 21003968 | 0003977 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/15/2021 | 21003969 | 0003978 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/15/2021 | 21003970 | 0003979 | 611 | Dispatched & canceled en route                   | Corinth       | 1 |
| 12/15/2021 | 21003971 | 0003980 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/15/2021 | 21003972 | 0003981 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/15/2021 | 21003973 | 0003982 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/15/2021 | 21003974 | 0003983 | 445 | Arcing, shorted electrical equipment             | Lake Dallas   | 1 |
| 12/15/2021 | 21003975 | 0003984 | 324 | Motor vehicle accident with no injuries.         | Hickory Creek | 1 |
| 12/15/2021 | 21003976 | 0003985 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/15/2021 | 21003977 | 0003986 | 444 | Power line down                                  | Corinth       | 1 |
| 12/15/2021 | 21003978 | 0003987 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/15/2021 | 21003979 | 0003988 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/15/2021 | 21003980 | 0003989 | 321 | EMS call, excluding vehicle accident with injury | Shady Shores  | 1 |
| 12/16/2021 | 21003981 | 0003990 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/16/2021 | 21003982 | 0003991 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/16/2021 | 21003983 | 0003992 | 511 | Lock-out                                         | Hickory Creek | 1 |
| 12/16/2021 | 21003984 | 0003993 | 554 | Assist invalid                                   | Shady Shores  | 1 |
| 12/16/2021 | 21003985 | 0003994 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/16/2021 | 21003986 | 0003995 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/16/2021 | 21003987 | 0003996 | 700 | False alarm or false call, other                 | Corinth       | 1 |
| 12/16/2021 | 21003988 | 0003997 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/16/2021 | 21003989 | 0003998 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/16/2021 | 21003990 | 0003999 | 324 | Motor vehicle accident with no injuries.         | Lake Dallas   | 1 |
| 12/17/2021 | 21003991 | 0004000 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/17/2021 | 21003992 | 0004001 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/17/2021 | 21003993 | 0004002 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/17/2021 | 21003994 | 0004003 | 744 | Detector activation, no fire - unintentional     | Corinth       | 1 |
| 12/17/2021 | 21003995 | 0004004 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/17/2021 | 21003996 | 0004005 | 551 | Assist police or other governmental agency       | Corinth       | 1 |
| 12/17/2021 | 21003997 | 0004006 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/17/2021 | 21003998 | 0004007 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/17/2021 | 21003999 | 0004008 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |

|            |          |         |     |                                                  |               |   |
|------------|----------|---------|-----|--------------------------------------------------|---------------|---|
| 12/17/2021 | 21004000 | 0004009 | 322 | Motor vehicle accident with injuries             | Corinth       | 1 |
| 12/17/2021 | 21004001 | 0004010 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/17/2021 | 21004002 | 0004011 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/17/2021 | 21004003 | 0004012 | 542 | Animal rescue                                    | Corinth       | 1 |
| 12/18/2021 | 21004004 | 0004013 | 551 | Assist police or other governmental agency       | Corinth       | 1 |
| 12/18/2021 | 21004005 | 0004014 | 321 | EMS call, excluding vehicle accident with injury | Shady Shores  | 1 |
| 12/18/2021 | 21004006 | 0004015 | 611 | Dispatched & canceled en route                   | Lake Dallas   | 1 |
| 12/18/2021 | 21004007 | 0004016 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/18/2021 | 21004008 | 0004017 | 322 | Motor vehicle accident with injuries             | Hickory Creek | 1 |
| 12/18/2021 | 21004009 | 0004018 | 553 | Public service                                   | Hickory Creek | 1 |
| 12/18/2021 | 21004010 | 0004019 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/18/2021 | 21004011 | 0004020 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/18/2021 | 21004012 | 0004023 | 553 | Public service                                   | Corinth       | 1 |
| 12/18/2021 | 21004013 | 0004021 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/18/2021 | 21004014 | 0004022 | 551 | Assist police or other governmental agency       | Corinth       | 1 |
| 12/18/2021 | 21004015 | 0004024 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/18/2021 | 21004016 | 0004025 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/18/2021 | 21004017 | 0004026 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/18/2021 | 21004018 | 0004027 | 511 | Lock-out                                         | Lake Dallas   | 1 |
| 12/18/2021 | 21004019 | 0004028 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/18/2021 | 21004020 | 0004029 | 733 | Smoke detector activation due to malfunction     | Lake Dallas   | 1 |
| 12/19/2021 | 21004021 | 0004030 | 324 | Motor vehicle accident with no injuries.         | Lake Dallas   | 1 |
| 12/19/2021 | 21004022 | 0004031 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/19/2021 | 21004023 | 0004032 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/19/2021 | 21004024 | 0004033 | 631 | Authorized controlled burning                    | Shady Shores  | 1 |
| 12/19/2021 | 21004025 | 0004034 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/19/2021 | 21004026 | 0004035 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/19/2021 | 21004027 | 0004036 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/19/2021 | 21004028 | 0004037 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/20/2021 | 21004029 | 0004038 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/20/2021 | 21004030 | 0004040 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/20/2021 | 21004031 | 0004039 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/20/2021 | 21004032 | 0004041 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/20/2021 | 21004033 | 0004043 | 324 | Motor vehicle accident with no injuries.         | Hickory Creek | 1 |

|            |          |         |     |                                                  |               |   |
|------------|----------|---------|-----|--------------------------------------------------|---------------|---|
| 12/20/2021 | 21004034 | 0004044 | 324 | Motor vehicle accident with no injuries.         | Hickory Creek | 1 |
| 12/20/2021 | 21004035 | 0004046 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/20/2021 | 21004036 | 0004045 | 322 | Motor vehicle accident with injuries             | Lake Dallas   | 1 |
| 12/20/2021 | 21004037 | 0004047 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/20/2021 | 21004038 | 0004048 | 740 | Unintentional transmission of alarm, other       | Corinth       | 1 |
| 12/20/2021 | 21004039 | 0004049 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/21/2021 | 21004040 | 0004050 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/21/2021 | 21004041 | 0004051 | 511 | Lock-out                                         | Lake Dallas   | 1 |
| 12/21/2021 | 21004042 | 0004052 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/21/2021 | 21004043 | 0004053 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/21/2021 | 21004044 | 0004054 | 511 | Lock-out                                         | Corinth       | 1 |
| 12/21/2021 | 21004045 | 0004055 | 324 | Motor vehicle accident with no injuries.         | Denton        | 1 |
| 12/21/2021 | 21004046 | 0004056 | 442 | Overheated motor                                 | Corinth       | 1 |
| 12/21/2021 | 21004047 | 0004057 | 735 | Alarm system sounded due to malfunction          | Corinth       | 1 |
| 12/21/2021 | 21004048 | 0004058 | 553 | Public service                                   | Corinth       | 1 |
| 12/21/2021 | 21004049 | 0004059 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/21/2021 | 21004050 | 0004060 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/22/2021 | 21004051 | 0004061 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/22/2021 | 21004052 | 0004063 | 735 | Alarm system sounded due to malfunction          | Corinth       | 1 |
| 12/22/2021 | 21004053 | 0004062 | 551 | Assist police or other governmental agency       | Corinth       | 1 |
| 12/22/2021 | 21004054 | 0004064 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/22/2021 | 21004055 | 0004065 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/22/2021 | 21004056 | 0004067 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/22/2021 | 21004057 | 0004066 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/22/2021 | 21004058 | 0004068 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/22/2021 | 21004059 | 0004069 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/22/2021 | 21004060 | 0004070 | 321 | EMS call, excluding vehicle accident with injury | Shady Shores  | 1 |
| 12/23/2021 | 21004061 | 0004071 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/23/2021 | 21004062 | 0004072 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/23/2021 | 21004063 | 0004073 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/23/2021 | 21004064 | 0004074 | 324 | Motor vehicle accident with no injuries.         | Hickory Creek | 1 |
| 12/23/2021 | 21004065 | 0004075 | 321 | EMS call, excluding vehicle accident with injury | Shady Shores  | 1 |
| 12/23/2021 | 21004066 | 0004076 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/23/2021 | 21004067 | 0004077 | 324 | Motor vehicle accident with no injuries.         | Lake Dallas   | 1 |
| 12/23/2021 | 21004068 | 0004078 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |

|            |          |         |     |                                                  |               |   |
|------------|----------|---------|-----|--------------------------------------------------|---------------|---|
| 12/23/2021 | 21004069 | 0004079 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/23/2021 | 21004070 | 0004080 | 531 | Smoke or odor removal                            | Lake Dallas   | 1 |
| 12/23/2021 | 21004071 | 0004081 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/23/2021 | 21004072 | 0004082 | 324 | Motor vehicle accident with no injuries.         | Hickory Creek | 1 |
| 12/23/2021 | 21004073 | 0004083 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/23/2021 | 21004074 | 0004084 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/23/2021 | 21004075 | 0004085 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/23/2021 | 21004076 | 0004086 | 531 | Smoke or odor removal                            | Lake Dallas   | 1 |
| 12/24/2021 | 21004077 | 0004087 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/24/2021 | 21004078 | 0004088 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/24/2021 | 21004079 | 0004089 | 551 | Assist police or other governmental agency       | Corinth       | 1 |
| 12/24/2021 | 21004080 | 0004090 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/24/2021 | 21004081 | 0004091 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/24/2021 | 21004082 | 0004092 | 412 | Gas leak (natural gas or LPG)                    | Corinth       | 1 |
| 12/24/2021 | 21004083 | 0004093 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/24/2021 | 21004084 | 0004094 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/24/2021 | 21004085 | 0004095 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/24/2021 | 21004086 | 0004096 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/25/2021 | 21004087 | 0004097 | 522 | Water or steam leak                              | Corinth       | 1 |
| 12/25/2021 | 21004088 | 0004098 | 321 | EMS call, excluding vehicle accident with injury | Shady Shores  | 1 |
| 12/25/2021 | 21004089 | 0004099 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/25/2021 | 21004090 | 0004100 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/25/2021 | 21004091 | 0004101 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/25/2021 | 21004092 | 0004102 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/25/2021 | 21004093 | 0004103 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/26/2021 | 21004094 | 0004104 | 324 | Motor vehicle accident with no injuries.         | Lake Dallas   | 1 |
| 12/26/2021 | 21004095 | 0004105 | 321 | EMS call, excluding vehicle accident with injury | Denton County | 1 |
| 12/26/2021 | 21004096 | 0004106 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/26/2021 | 21004097 | 0004107 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/26/2021 | 21004098 | 0004108 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/26/2021 | 21004099 | 0004109 | 321 | EMS call, excluding vehicle accident with injury | Hickory Creek | 1 |
| 12/26/2021 | 21004100 | 0004110 | 321 | EMS call, excluding vehicle accident with injury | Lake Dallas   | 1 |
| 12/26/2021 | 21004101 | 0004111 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |
| 12/27/2021 | 21004102 | 0004112 | 321 | EMS call, excluding vehicle accident with injury | Corinth       | 1 |

|            |          |         |     |                                                    |               |   |
|------------|----------|---------|-----|----------------------------------------------------|---------------|---|
| 12/27/2021 | 21004103 | 0004113 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/27/2021 | 21004104 | 0004114 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/27/2021 | 21004105 | 0004115 | 322 | Motor vehicle accident with injuries               | Hickory Creek | 1 |
| 12/27/2021 | 21004106 | 0004116 | 321 | EMS call, excluding vehicle accident with injury   | Lake Dallas   | 1 |
| 12/27/2021 | 21004107 | 0004117 | 321 | EMS call, excluding vehicle accident with injury   | Lake Dallas   | 1 |
| 12/27/2021 | 21004108 | 0004118 | 511 | Lock-out                                           | Lake Dallas   | 1 |
| 12/27/2021 | 21004109 | 0004119 | 321 | EMS call, excluding vehicle accident with injury   | Lake Dallas   | 1 |
| 12/27/2021 | 21004110 | 0004121 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/27/2021 | 21004111 | 0004120 | 324 | Motor vehicle accident with no injuries.           | Denton County | 1 |
| 12/27/2021 | 21004112 | 0004122 | 324 | Motor vehicle accident with no injuries.           | Lake Dallas   | 1 |
| 12/27/2021 | 21004113 | 0004123 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/27/2021 | 21004114 | 0004124 | 730 | System malfunction, other                          | Hickory Creek | 1 |
| 12/27/2021 | 21004115 | 0004125 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/27/2021 | 21004116 | 0004126 | 740 | Unintentional transmission of alarm, other         | Corinth       | 1 |
| 12/28/2021 | 21004117 | 0004127 | 551 | Assist police or other governmental agency         | Hickory Creek | 1 |
| 12/28/2021 | 21004118 | 0004128 | 321 | EMS call, excluding vehicle accident with injury   | Lake Dallas   | 1 |
| 12/28/2021 | 21004119 | 0004129 | 631 | Authorized controlled burning                      | Denton County | 1 |
| 12/28/2021 | 21004120 | 0004130 | 321 | EMS call, excluding vehicle accident with injury   | Shady Shores  | 1 |
| 12/28/2021 | 21004121 | 0004131 | 111 | Building fire                                      | Lake Dallas   | 0 |
| 12/28/2021 | 21004122 | 0004132 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/28/2021 | 21004123 | 0004133 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/29/2021 | 21004124 | 0004134 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/29/2021 | 21004125 | 0004135 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/29/2021 | 21004126 | 0004136 | 611 | Dispatched & canceled en route                     | Corinth       | 1 |
| 12/29/2021 | 21004127 | 0004137 | 324 | Motor vehicle accident with no injuries.           | Hickory Creek | 1 |
| 12/29/2021 | 21004128 | 0004138 | 445 | Arcing, shorted electrical equipment               | Denton County | 1 |
| 12/29/2021 | 21004129 | 0004139 | 611 | Dispatched & canceled en route                     | Hickory Creek | 1 |
| 12/29/2021 | 21004130 | 0004140 | 743 | Smoke detector activation, no fire - unintentional | Hickory Creek | 1 |
| 12/29/2021 | 21004131 | 0004141 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/29/2021 | 21004132 | 0004142 | 611 | Dispatched & canceled en route                     | Corinth       | 1 |
| 12/29/2021 | 21004133 | 0004143 | 511 | Lock-out                                           | Hickory Creek | 1 |
| 12/29/2021 | 21004134 | 0004144 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/30/2021 | 21004135 | 0004145 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/30/2021 | 21004136 | 0004146 | 733 | Smoke detector activation due to malfunction       | Corinth       | 1 |

|            |          |         |     |                                                    |               |   |
|------------|----------|---------|-----|----------------------------------------------------|---------------|---|
| 12/30/2021 | 21004137 | 0004147 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/30/2021 | 21004138 | 0004148 | 324 | Motor vehicle accident with no injuries.           | Hickory Creek | 1 |
| 12/30/2021 | 21004139 | 0004149 | 554 | Assist invalid                                     | Hickory Creek | 1 |
| 12/31/2021 | 21004140 | 0004150 | 733 | Smoke detector activation due to malfunction       | Shady Shores  | 1 |
| 12/31/2021 | 21004141 | 0004151 | 322 | Motor vehicle accident with injuries               | Corinth       | 1 |
| 12/31/2021 | 21004142 | 0004152 | 743 | Smoke detector activation, no fire - unintentional | Corinth       | 1 |
| 12/31/2021 | 21004143 | 0004153 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/31/2021 | 21004144 | 0004154 | 321 | EMS call, excluding vehicle accident with injury   | Corinth       | 1 |
| 12/31/2021 | 21004145 | 0004155 | 324 | Motor vehicle accident with no injuries.           | Corinth       | 1 |



## AGENDA MEMORANDUM

**DATE:** January 10, 2022  
**TO:** Town Council  
**FROM:** Wendy withers, Town Administrator  
**SUBJECT:** Planning and Zoning Commission Report

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**BACKGROUND/INFORMATION:**

**FINANCIAL IMPLICATIONS:**

**RECOMMENDATION/ACTION DESIRED:**

**ATTACHMENTS/SUPPORTING DOCUMENTATION:**

None

**REVIEWED BY:**



**To:** Mayor Cindy Aughinbaugh

**From:** Wendy Withers

**cc:** Shady Shores Town Council

**Date:** 01/07/2022

**Re:** Staff Report

| STAFF ACTIVITY              | THIS MONTH                                                                                                                                                                       |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Phone Calls                 | 601<br>(841 hours of talk time)                                                                                                                                                  |
| Public Information Requests | 10/123 YTD                                                                                                                                                                       |
| Building Permits Issued     | 26/269 YTD                                                                                                                                                                       |
| Municipal Court             | Warnings issued: 34<br>New cases filed: 29 by police department and 3 by code enforcement<br>Cases Closed: 21<br>Old cases reactivated: 5<br>Cases placed on inactive status: 18 |
| Meetings Attended           | 15                                                                                                                                                                               |
| Staff Training              | 1                                                                                                                                                                                |
|                             |                                                                                                                                                                                  |
|                             |                                                                                                                                                                                  |

- Staff Development Books Discussion
  - o Internal Software Training
  - o Character First Training- Sincerity and the importance of being sincere in our interactions with residents/councilmembers and co-workers
- Broadband Meetings and Discussions
  - o Mighty River Consulting Agreement
  - o Interviews with Possible providers
  - o Technology Committee Meeting Scheduled for January 12, 2022

- Joint Council meeting scheduled for January 26<sup>th</sup> to discuss findings
- 
- Bid Advertisement for Cogburn Court Repairs
- Policy Review Schedule Will begin reviewing and updating various policies for the town
- RFP for Banking Services- January 28<sup>th</sup>, 2022 Deadline
- Research Hotel Motel Tax- Report Filed
- Worked with Engineers re: road repairs and public works

### **Elections**

The first day of the filing period to run for a place on the ballot is January 19, 2022 through February 18, 2022. Information for those that are interested in filing for a place on the ballot is available on the town's website. Please watch for e-blast and updates from the Town regarding early voting; election day voting and other important information.

The following places are up for re-election

**Alderman Place #1**

**Alderman Place #4**

**Alderman Place #5**



**TOWN OF SHADY SHORES  
SHADY SHORES TOWN COUNCIL  
SPECIAL CALLED SESSION  
DECEMBER 6, 2021; 7:00 PM  
VIRTUAL MEETING  
SHADY SHORES COMMUNITY CENTER  
101 S. SHADY SHORES ROAD  
SHADY SHORES, TX 76208**

**MINUTES**

|                   |               |         |
|-------------------|---------------|---------|
| Cindy Aughinbaugh | Mayor         | Present |
| Tom Newell        | Mayor Pro Tem | Present |
| Charles Grimes    | Councilmember | Present |
| Matthew Haines    | Councilmember | Present |
| Bill Emsoff       | Councilmember | Present |
| Mike Nowels       | Councilmember | Present |

**Staff Present:** Wendy Withers, Town Administrator; Amber Schuler, Municipal Court Administrator; Katie Klein, Community Relations; Jim Shepherd, Town Attorney; Richard Arvizu, Town Engineer (virtual)

Also Present: Jeff Belton, (Councilmember Place 1 Appointee)

**CALL TO ORDER**

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

**ROLL CALL**

Establish a quorum.

The Mayor 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. Board member Recognition**

Mayor Aughinbaugh recognized the following board members for their service to the Town of Shady Shores:

**Councilmembers**

Matthew Haines

Jack Nelson

**Planning and Zoning Commission**

Allen Lea  
Linda Winter  
Kenneth Wells  
Lynn Grimes

**Keep Shady Shores Beautiful**

Tamara Ross  
Nathan Abato  
Bill Krueger

**COUNCILMEMBER/COMMITTEE/STAFF REPORTS:**

1. Keep Shady Shores/Community Events/Communications

Community Relations Admin Katie Klein gave the Keep Shady Shores Beautiful, Community Events and Community Relations Report.

2. Animal Control

Councilmember Charles Grimes gave the Animal Control Report for November 2021.

3. Code Enforcement

Councilmember Charles Grimes gave the Code Enforcement report for November 2021.

4. Police Department

Mayor Pro Tem Tom Newell gave the Police report for October 2021.

5. Fire Department

Mayor Pro Tem Tom Newell gave the Fire Report for November 2021.

6. Staff Report

Town Administrator Wendy Withers gave the staff report for November 2021.

7. Roads, Drainage, Capital Improvements

Town Engineer Richard Arvizu and Councilmember Mike Nowels gave an update on the current road repair and capital improvement projects in the Town of Shady Shores.

8. Announcements

**CONSENT AGENDA**

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

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

Discussion: None

Ayes: Grimes, Nowels, Belton, Emsoff, Newell

Nays: None

The motion passed unanimously.

1. RFP Banking Services- Consider and act on authorizing the Town Administrator to seek proposals for Bank Depository Services for the Town of Shady Shores.

2. Minutes- Consider and act on approval of the minutes of the November 8, 2021 Town Council Meeting.

3. Holiday Schedule for 2022- Consider and act on approval of the 2022 Holiday Schedule for the Town of Shady Shores.
4. Resolution- Consider and act on approval of a resolution permitting the consideration of financial institutions outside the Town Limits of the Town of Shady Shores.
5. Mighty River- Consider and act on approval of a contract with Mighty River Consultants.
6. Ordinance Amending Ordinance 352-10-2021- Consider and act on amendments to Ordinance 352-10-2021 Planned Development for Dobbs Road.
7. Investment Committee Report- Consider and act on approval of the investment committee report for the 4th Quarter 2022.

### **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.

Judy Graham signed up to speak but declined to comment

Monty Hilliard, 204 Smokey Lane, stated that he received a letter from Code Enforcement regarding trees on his property that were in the right of way.

### **REGULAR AGENDA ITEMS**

1. Resignation- Consider and act on the acceptance of Councilmember Matthew Haines' resignation. Consider and act on the appointment of an individual to fill the vacancy.

Mayor Aughinbaugh moved this item to the beginning of the agenda prior to the board member recognition.

Matthew Haines gave a short speech reflecting on his time on Town Council stating that he was honored to serve the Town of Shady Shores and would be staying on as the President of the CPS Board for Denton County. Mr. Haines has filed his application to run for the Texas House of Representative District 57 seat and stated that he looks forward to continued service to the residents of Shady Shores in this capacity should he be elected.

Mayor Pro Tem Tom Newell stated that the Committee that had interviewed candidates when Councilmember Jack Nelson resigned had reviewed those applications and would like to recommend Jeff Belton to serve for the remainder of the vacant term (May 2022).

Tom Newell made a motion to appoint Jeff Belton to serve on the council. Bill Emsoff seconded the motion.

Discussion:

Ayes: Grimes, Emsoff, Newell, Nowels

Nays: None

The motion passed.

2. Oath of Office- Deliver the Oath of Office to newly appointed council member.

Mayor Aughinbaugh delivered the Oath of Office to Jeff Belton to fill the vacancy in Place 1 on the Shady Shores Town Council. Mr. Belton will be required to run again in May of 2022.

3. Lakeshore Bluffs Preliminary Plat- Consider and act on approval of a request made by ECM development for approval of a preliminary plat to be known as Lakeshore Bluffs; more legally described as 30 acres in the JC Bullard Survey

Abstract 1566 TR 6A (204 Dobbs Road) .

Town Engineer Richard Arvizu gave an update regarding the preliminary plat for Lakeshore Bluffs. Mr. Arvizu stated that the preliminary plat had been reviewed and the items that were mentioned at the last meeting had been corrected. Approval of this plat was recommended.

Judy Graham 314 S. Shady Shores asked if the image that was presented at the meeting was the same image as the one that was attached to the agenda packet.

Mike Nowels made a motion to approve the preliminary plat. Bill Emsoff seconded the motion.

Discussion: None

Ayes: Belton, Newell, Nowels, Emsoff

Nays: Grimes

The motion passed 4-1.

4. Worksession-Conduct a work session relative to the addition of streetlights in specific areas in the Town of Shady Shores. Discuss the concept of a dark sky community. Consider and approve updates to the Town of Shady Shores Streetlight policy.

Councilmembers conducted a worksession regarding streetlights and dark sky community concepts.

Councilmember Mike Nowels stated that he liked the concept of downward lighting and was in favor of taking a look at a few locations for streetlights as a test case and a way to move forward in the process.

Councilmembers also discussed the fact that safety should be the key criteria when determining the placement of additional streetlights.

Bill Krueger 103 Cielo Lane, stated that he felt the the main concern should be for public safety. Proper lighting would make it easier for find addresses that are hard to find in the dark.

Councilmembers agreed that they would task the Town Engineer to look at the three intersection and propose some improvements that would include a plan and cost estimates.

5. Worksession Strategic Planning Committee- Conduct a worksession relative to establishing a strategic planning committee.

Councilmembers conducted a worksession relative to forming a strategic planning committee that would work to develop future plans for the Town of Shady Shores.

Charles Grimes-

Mike Nowels

Bill Emsoff

Josh Juve

Bill Krueger

Allen Lea

Monty Hilliard

#### **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. Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING.

To deliberate the appointment, evaluation, and/or duties of a public officer-City council member.

**FUTURE AGENDA ITEMS AND STAFF DIRECTION**

**ADJOURN**

Charles Grimes made a motion to adjourn. Jeff Belton seconded the motion. The meeting was adjourned at 8:29 pm.

PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

APPROVED:

\_\_\_\_\_  
Cindy Aughinbaugh, Mayor

ATTEST:

\_\_\_\_\_  
Wendy Withers, Town Administrator/Secretary

**INVESTMENT COMMITTEE REPORT OCTOBER 2021-DECEMBER 2021**

|                                                             | Total<br>Investments | Independent<br>Bank<br>Reserve<br>Account | Veritex<br>Reserve<br>Account | TX<br>Republic<br>Reserve<br>Account | Access<br>Bank | Fund<br>Balance | Tex<br>Pool | Oakwood<br>Bank | General<br>Fund | Solid<br>Waste<br>Account | LOGIC     |
|-------------------------------------------------------------|----------------------|-------------------------------------------|-------------------------------|--------------------------------------|----------------|-----------------|-------------|-----------------|-----------------|---------------------------|-----------|
| Beginning of the Period                                     | \$4,319,131          | \$95,488                                  | \$27,350                      | \$234,215                            | \$200,467      | \$2,094,949     | \$557,157   | \$233,497       | \$205,688       | \$170,242                 | \$500,078 |
| Additions                                                   | \$968,429            | \$0                                       | \$0                           | \$0                                  | \$0            | \$0             | \$0         | \$0             | \$923,103       | \$45,326                  | \$0       |
| Withdrawals                                                 | (\$743,354)          | (\$70,000)                                | \$0                           | \$0                                  | \$0            | (\$5,801)       | \$0         | \$0             | (\$579,992)     | (\$87,561)                | \$0       |
| Accumulated Interest                                        | \$1,625              | \$19                                      | \$19                          | \$302                                | \$97           | \$614           | \$90        | \$78            | \$176           | \$170                     | \$61      |
| End of Period                                               | \$4,545,832          | \$25,507                                  | \$27,369                      | \$234,517                            | \$200,564      | \$2,089,761     | \$557,247   | \$233,575       | \$548,975       | \$128,177                 | \$500,139 |
|                                                             |                      |                                           |                               |                                      |                |                 |             |                 |                 |                           |           |
| Average Interest Rate                                       |                      |                                           |                               |                                      |                |                 |             |                 |                 |                           |           |
| 1st Month of the Period – October                           | 0.80%                | 0.50%                                     | 0.25%                         | 0.50%                                | 0.50%          | 0.50%           | 3.70%       | 0.25%           | 0.50%           | 0.50%                     | 0.59%     |
| 2and Month of the Period – November                         | 0.80%                | 0.50%                                     | 0.25%                         | 0.50%                                | 0.50%          | 0.50%           | 3.70%       | 0.25%           | 0.50%           | 0.50%                     | 0.59%     |
| 3rd Month of the Period -December                           | 0.80%                | 0.50%                                     | 0.25%                         | 0.50%                                | 0.50%          | 0.50%           | 3.70%       | 0.25%           | 0.50%           | 0.50%                     | 0.59%     |
| Percent of Change                                           | 0.00%                | 0.50%                                     | 0.00%                         | 0.00%                                | 0.00%          | 0.00%           | 0.02%       | 0.00%           | 0.00%           | 0.00%                     | 0         |
|                                                             |                      |                                           |                               |                                      |                |                 |             |                 |                 |                           |           |
| Is this investment in compliance with:                      |                      |                                           |                               |                                      |                |                 |             |                 |                 |                           |           |
| Investment Policy                                           | Yes                  | Yes                                       | Yes                           | Yes                                  | Yes            | Yes             |             | Yes             | Yes             | Yes                       | Yes       |
| Relevant Provision of PFIA<br>(Public Funds Investment Act) | Yes                  | Yes                                       | Yes                           | Yes                                  | Yes            | Yes             |             | Yes             | Yes             | Yes                       | Yes       |
|                                                             |                      |                                           |                               |                                      |                |                 |             |                 |                 |                           |           |
| MAYORS SIGNATURE                                            |                      |                                           |                               |                                      |                |                 |             |                 |                 |                           |           |
| DATE                                                        |                      |                                           |                               |                                      |                |                 |             |                 |                 |                           |           |

Cash Flow

|                    | General Fund |             |           | Town of Shady Shores Reserve Account |            |          | Access Bank |          |           |
|--------------------|--------------|-------------|-----------|--------------------------------------|------------|----------|-------------|----------|-----------|
| Beginning Balance: | \$           | 205,688     |           | \$                                   | 95,479     |          | \$          | 200,467  |           |
|                    | Inflows      | Outflows    | Balance   | Inflows                              | Outflows   | Balance  | Inflows     | Outflows | Balance   |
| October            | \$47,126     | (\$218,880) | \$33,933  | \$0                                  | \$0        | \$95,479 | \$47        | \$0      | \$200,514 |
| November           | \$188,586    | (\$158,732) | \$63,787  | \$0                                  | \$0        | \$95,479 | \$25        | \$0      | \$200,539 |
| December           | \$687,543    | (\$202,379) | \$548,951 | \$19                                 | (\$70,000) | \$25,498 | \$25        | \$0      | \$200,564 |
| January            | \$0          | \$0         | \$548,951 | \$0                                  | \$0        | \$25,498 | \$0         | \$0      | \$200,564 |
| February           | \$0          | \$0         | \$548,951 | \$0                                  | \$0        | \$25,498 | \$0         | \$0      | \$200,564 |
| March              | \$0          | \$0         | \$548,951 | \$0                                  | \$0        | \$25,498 | \$0         | \$0      | \$200,564 |
| April              | \$0          | \$0         | \$548,951 | \$0                                  | \$0        | \$25,498 | \$0         | \$0      | \$200,564 |
| May                | \$0          | \$0         | \$548,951 | \$0                                  | \$0        | \$25,498 | \$0         | \$0      | \$200,564 |
| June               | \$0          | \$0         | \$548,951 | \$0                                  | \$0        | \$25,498 | \$0         | \$0      | \$200,564 |
| July               | \$0          | \$0         | \$548,951 | \$0                                  | \$0        | \$25,498 | \$0         | \$0      | \$200,564 |
| August             | \$0          | \$0         | \$548,951 | \$0                                  | \$0        | \$25,498 | \$0         | \$0      | \$200,564 |
| September          | \$0          | \$0         | \$548,951 | \$0                                  | \$0        | \$25,498 | \$0         | \$0      | \$200,564 |

Beginning Balance:

**Texas Republic Bank**

\$ 234,214

## Solid Waste Accounts

\$ 170,242

### General Fund Reserve Account

\$ 2,094,949

|           | Inflows | Outflows | Balance   | Inflows  | Outflows   | Balance   | Inflows | Outflows  | Balance     |
|-----------|---------|----------|-----------|----------|------------|-----------|---------|-----------|-------------|
| October   | \$99    | \$0      | \$234,313 | \$1,621  | (\$44,652) | \$127,211 | \$0     | \$0       | \$2,094,949 |
| November  | \$103   | \$0      | \$234,415 | \$3,759  | (\$330)    | \$130,640 | \$0     | \$0       | \$2,094,949 |
| December  | \$100   | \$0      | \$234,515 | \$40,117 | (\$42,579) | \$128,177 | \$614   | (\$5,801) | \$2,089,761 |
| January   | \$0     | \$0      | \$234,515 | \$0      | \$0        | \$128,177 | \$0     | \$0       | \$2,089,761 |
| February  | \$0     | \$0      | \$234,515 | \$0      | \$0        | \$128,177 | \$0     | \$0       | \$2,089,761 |
| March     | \$0     | \$0      | \$234,515 | \$0      | \$0        | \$128,177 | \$0     | \$0       | \$2,089,761 |
| April     | \$0     | \$0      | \$234,515 | \$0      | \$0        | \$128,177 | \$0     | \$0       | \$2,089,761 |
| May       | \$0     | \$0      | \$234,515 | \$0      | \$0        | \$128,177 | \$0     | \$0       | \$2,089,761 |
| June      | \$0     | \$0      | \$234,515 | \$0      | \$0        | \$128,177 | \$0     | \$0       | \$2,089,761 |
| July      | \$0     | \$0      | \$234,515 | \$0      | \$0        | \$128,177 | \$0     | \$0       | \$2,089,761 |
| August    | \$0     | \$0      | \$234,515 | \$0      | \$0        | \$128,177 | \$0     | \$0       | \$2,089,761 |
| September | \$0     | \$0      | \$234,515 | \$0      | \$0        | \$128,177 | \$0     | \$0       | \$2,089,761 |

## Veritex

## Tex Pool Accounts

## Oakwood Bank

Beginning Balance: \$ 27,365

Balance \$557,157.00

Balance \$233,683.00

|           | Inflows | Outflows | Balance  |
|-----------|---------|----------|----------|
| October   | \$6     | \$0      | \$27,371 |
| November  | \$7     | \$0      | \$27,378 |
| December  | \$6     | \$0      | \$27,384 |
| January   | \$0     | \$0      | \$27,384 |
| February  | \$0     | \$0      | \$27,384 |
| March     | \$0     | \$0      | \$27,384 |
| April     | \$0     | \$0      | \$27,384 |
| May       | \$0     | \$0      | \$27,384 |
| June      | \$0     | \$0      | \$27,384 |
| July      | \$0     | \$0      | \$27,384 |
| August    | \$0     | \$0      | \$27,384 |
| September | \$0     | \$0      | \$27,384 |

\$0

LOGIC INVESTMENT ACCOUNT

Balance \$500,078.00

|          | Inflows | Outflows | Balance   |
|----------|---------|----------|-----------|
| October  | \$15    | \$0      | \$500,093 |
| November | \$16    | \$0      | \$500,109 |
| December | \$31    | \$0      | \$500,141 |
| January  | \$0     | \$0      | \$500,141 |
| February | \$0     | \$0      | \$500,141 |
| March    | \$0     | \$0      | \$500,141 |
| April    | \$0     | \$0      | \$500,141 |
| May      | \$0     | \$0      | \$500,141 |
| June     | \$0     | \$0      | \$500,141 |
| July     | \$0     | \$0      | \$500,141 |

|  | Inflows | Outflows | Balance   |
|--|---------|----------|-----------|
|  | \$29    | \$0      | \$557,186 |
|  | \$30    | \$0      | \$557,216 |
|  | \$30    | \$0      | \$557,246 |
|  | \$0     | \$0      | \$557,246 |
|  | \$0     | \$0      | \$557,246 |
|  | \$0     | \$0      | \$557,246 |
|  | \$0     | \$0      | \$557,246 |
|  | \$0     | \$0      | \$557,246 |
|  | \$0     | \$0      | \$557,246 |
|  | \$0     | \$0      | \$557,246 |
|  | \$0     | \$0      | \$557,246 |
|  | \$0     | \$0      | \$557,246 |

AMERICAN RESCUE FUNDS

Balance 355489.15

|  | Inflows | Outflows | Balance   |
|--|---------|----------|-----------|
|  | \$146   | \$0      | \$355,635 |
|  | \$146   | \$0      | \$355,781 |
|  | \$146   | \$0      | \$355,927 |
|  | \$0     | \$0      | \$355,927 |
|  | \$0     | \$0      | \$355,927 |
|  | \$0     | \$0      | \$355,927 |
|  | \$0     | \$0      | \$355,927 |
|  | \$0     | \$0      | \$355,927 |
|  | \$0     | \$0      | \$355,927 |
|  | \$0     | \$0      | \$355,927 |
|  | \$0     | \$0      | \$355,927 |

|           |     |     |           |     |     |           |
|-----------|-----|-----|-----------|-----|-----|-----------|
| August    | \$0 | \$0 | \$500,141 | \$0 | \$0 | \$355,927 |
| September | \$0 | \$0 | \$500,141 | \$0 | \$0 | \$355,927 |



## AGENDA MEMORANDUM

**DATE:** January 10, 2022  
**TO:** Town Council  
**FROM:** Wendy withers, Town Administrator  
**SUBJECT:** Cogburn Court and Commanche Road Repairs- Consider and act on approval of a bid and change order addition for repairs to Cogburn Court and Commanche in Cielo Ranch Subdivision.

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### **BACKGROUND/INFORMATION:**

The Town of Shady Shores Advertised for Sealed bids for repairs to the pavement on Cogburn Court to include; repair of excessive cracks, sunken pavement. The cracks and sunken pavement have led to ponding water in this area. The project includes full concrete panel replacement with approximately 1600' by 30" linear feet, grading of the swale and driveway replacement. The Town received seven (7) bids with Don Smith Construction LLC submitting the low bid. In addition, Change Order 1 for the repairs to Commanche Circle has been added.

A copy of the Engineer's recommendation for approval is attached.

### **FINANCIAL IMPLICATIONS:**

#### **CAPITAL IMPROVEMENT FUNDS**

|                                |              |
|--------------------------------|--------------|
| Cogburn Court Repairs          | \$139,838.00 |
| Change Order 1 Commache Circle | 23,125.00    |
| Total Contract Cost            | \$162,963.00 |

### **RECOMMENDATION/ACTION DESIRED:**

Approve the Contract with Don Smith Construction LLC. This project was approved through the Capital Improvements Budget.

### **ATTACHMENTS/SUPPORTING DOCUMENTATION:**

1. LTR\_Cogburn Ct- Recommendation of Award

### **REVIEWED BY:**

January 4, 2022

Via: E-Mail

Cindy Aughinbaugh  
Mayor  
Town of Shady Shores  
101 S Shady Shores Road  
Shady Shores, Texas 76208

**Re: Recommendation of Award**  
Cogburn Ct Road Repair - 2021  
Town of Shady Shores  
Binkley & Barfield, Inc. Project No. 0160012012.003

Dear Cindy Aughinbaugh:

We have checked the seven (7) bids received at 2:00 p.m., Tuesday, December 14, 2021, for the Cogburn Ct Road Repair - 2021 project. Please find a copy of the Bid Tabulation attached to this letter.

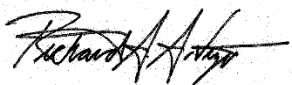
Don Smith Concrete LLC submitted the low bid in the amount of \$139,838.00. References on recent similar projects completed by Don Smith were contacted by our office. These included projects for and in Bedford, Burleson, Hickory Creek, and Rockwall County. All references provided positive feedback concerning the work performed by Don Smith Concrete LLC. All references stated they would continue to work with the contractor in the future, and comments included "responsive", "easy to work with", and "no issues with their work".

Based on the information available, we recommend that the Town accept the bid from Don Smith Concrete LLC and award the subsequent Change Order No. 1 for the Comanche Circle panel repair in the amount of \$23,125.00 for a total contract amount of \$162,963.00.

Please contact us if you would like to discuss our evaluation in further detail

Regards,

**Binkley & Barfield**



**Richard A. Arvizu, PE, CFM**  
*Regional Vice President*  
rarvizu@binkleybarfield.com

**TOWN OF SHADY SHORES**  
**COGBURN CT ROAD REPAIR - 2021**  
**Bid Tabulation**  
**Bid Opening - December 14, 2021 @ 2 PM**



| Item No. | Item Description                                       | Units | Total Quantity | Don Smith Concrete, LLC |              | XIT Paving & Construction, Inc. |              | Pavecon      |              | Grod Construction, LLC |              |
|----------|--------------------------------------------------------|-------|----------------|-------------------------|--------------|---------------------------------|--------------|--------------|--------------|------------------------|--------------|
|          |                                                        |       |                | Unit Price              | Total        | Unit Price                      | Total        | Unit Price   | Total        | Unit Price             | Total        |
| 1        | MOBILIZATION                                           | LS    | 1              | \$6,800.00              | \$6,800.00   | \$6,850.00                      | \$6,850.00   | \$3,710.00   | \$3,710.00   | \$13,000.00            | \$13,000.00  |
| 2        | REMOVE & REPLACE REINF. CONCRETE STREET PAVEMENT (HES) | SY    | 691            | \$115.00                | \$79,465.00  | \$113.00                        | \$78,083.00  | \$122.85     | \$84,889.35  | \$120.00               | \$82,920.00  |
| 3        | 6" FLEXIBLE BASE                                       | SY    | 744            | \$37.00                 | \$27,528.00  | \$38.00                         | \$28,272.00  | \$15.10      | \$11,234.40  | \$27.00                | \$20,088.00  |
| 4        | REMOVE & REPLACE REINF. CONCRETE DRIVEWAY (HES)        | SY    | 54             | \$107.00                | \$5,778.00   | \$144.00                        | \$7,776.00   | \$168.45     | \$9,096.30   | \$126.00               | \$6,804.00   |
| 5        | PAVEMENT REPAIR TO BE CONFIRMED BY CITY                | SY    | 24             | \$105.00                | \$2,520.00   | \$110.00                        | \$2,640.00   | \$168.75     | \$4,050.00   | \$127.00               | \$3,048.00   |
| 6        | GRADE SWALE                                            | LF    | 150            | \$50.00                 | \$7,500.00   | \$17.00                         | \$2,550.00   | \$27.95      | \$4,192.50   | \$30.00                | \$4,500.00   |
| 7        | BLOCK SODDING                                          | SY    | 349            | \$3.00                  | \$1,047.00   | \$10.00                         | \$3,490.00   | \$24.30      | \$8,480.70   | \$13.00                | \$4,537.00   |
| 8        | REMOVE & REPLACE STONE MASONRY MAILBOX                 | EA    | 1              | \$100.00                | \$100.00     | \$2,000.00                      | \$2,000.00   | \$4,930.00   | \$4,930.00   | \$3,000.00             | \$3,000.00   |
| 9        | EROSION CONTROL                                        | LS    | 1              | \$100.00                | \$100.00     | \$2,100.00                      | \$2,100.00   | \$2,150.00   | \$2,150.00   | \$1,500.00             | \$1,500.00   |
| 10       | IRRIGATION REPAIR ALLOWANCE                            | AL    | 1              | \$4,500.00              | \$4,500.00   | \$4,500.00                      | \$4,500.00   | \$4,500.00   | \$4,500.00   | \$4,500.00             | \$4,500.00   |
| 11       | BARRICADING & TRAFFIC CONTROL                          | LS    | 1              | \$4,500.00              | \$4,500.00   | \$2,000.00                      | \$2,000.00   | \$3,420.00   | \$3,420.00   | \$4,500.00             | \$4,500.00   |
|          |                                                        |       |                | <b>TOTAL</b>            | \$139,838.00 | <b>TOTAL</b>                    | \$140,261.00 | <b>TOTAL</b> | \$140,653.25 | <b>TOTAL</b>           | \$148,397.00 |

Denotes bid correction

**TOWN OF SHADY SHORES**  
**COGBURN CT ROAD REPAIR - 2021**  
**Bid Tabulation**  
**Bid Opening - December 14, 2021 @ 2 PM**



| Item.<br>No. | Item Description                                       | Units | Total<br>Quantity | Northstar Construction, LLC |              | Advanced Paving Co. |              | Urban Infraconstruction, LLC |              | Engineer's Estimate |              |
|--------------|--------------------------------------------------------|-------|-------------------|-----------------------------|--------------|---------------------|--------------|------------------------------|--------------|---------------------|--------------|
|              |                                                        |       |                   | Unit Price                  | Total        | Unit Price          | Total        | Unit Price                   | Total        | Unit Price          | Total        |
| 1            | MOBILIZATION                                           | LS    | 1                 | \$15,000.00                 | \$15,000.00  | \$7,000.00          | \$7,000.00   | \$9,000.00                   | \$9,000.00   | \$8,750.00          | \$8,750.00   |
| 2            | REMOVE & REPLACE REINF. CONCRETE STREET PAVEMENT (HES) | SY    | 691               | \$120.00                    | \$82,920.00  | \$130.00            | \$89,830.00  | \$140.00                     | \$96,740.00  | \$140.00            | \$96,740.00  |
| 3            | 6" FLEXIBLE BASE                                       | SY    | 744               | \$32.00                     | \$23,808.00  | \$31.00             | \$23,064.00  | \$35.00                      | \$26,040.00  | \$40.00             | \$29,760.00  |
| 4            | REMOVE & REPLACE REINF. CONCRETE DRIVEWAY (HES)        | SY    | 54                | \$119.00                    | \$6,426.00   | \$138.00            | \$7,452.00   | \$176.00                     | \$9,504.00   | \$115.00            | \$6,210.00   |
| 5            | PAVEMENT REPAIR TO BE CONFIRMED BY CITY                | SY    | 24                | \$108.00                    | \$2,592.00   | \$130.00            | \$3,120.00   | \$200.00                     | \$4,800.00   | \$140.00            | \$3,360.00   |
| 6            | GRADE SWALE                                            | LF    | 150               | \$25.00                     | \$3,750.00   | \$23.00             | \$3,450.00   | \$70.00                      | \$10,500.00  | \$15.00             | \$2,250.00   |
| 7            | BLOCK SODDING                                          | SY    | 349               | \$13.00                     | \$4,537.00   | \$9.00              | \$3,141.00   | \$20.00                      | \$6,980.00   | \$10.00             | \$3,490.00   |
| 8            | REMOVE & REPLACE STONE MASONRY MAILBOX                 | EA    | 1                 | \$2,500.00                  | \$2,500.00   | \$7,000.00          | \$7,000.00   | \$12,000.00                  | \$12,000.00  | \$1,000.00          | \$1,000.00   |
| 9            | EROSION CONTROL                                        | LS    | 1                 | \$2,500.00                  | \$2,500.00   | \$1,000.00          | \$1,000.00   | \$5,000.00                   | \$5,000.00   | \$1,000.00          | \$1,000.00   |
| 10           | IRRIGATION REPAIR ALLOWANCE                            | AL    | 1                 | \$4,500.00                  | \$4,500.00   | \$4,500.00          | \$4,500.00   | \$4,500.00                   | \$4,500.00   | \$4,500.00          | \$4,500.00   |
| 11           | BARRICADING & TRAFFIC CONTROL                          | LS    | 1                 | \$1,000.00                  | \$1,000.00   | \$2,000.00          | \$2,000.00   | \$10,000.00                  | \$10,000.00  | \$1,500.00          | \$1,500.00   |
|              |                                                        |       |                   | <b>TOTAL</b>                | \$149,533.00 | <b>TOTAL</b>        | \$151,557.00 | <b>TOTAL</b>                 | \$195,064.00 | <b>TOTAL</b>        | \$158,560.00 |

Denotes bid correction



## AGENDA MEMORANDUM

**DATE:** January 10, 2022  
**TO:** Town Council  
**FROM:** Wendy withers, Town Administrator  
**SUBJECT:** **Interlocal Agreement Attorney Services Lake Cities Broadband Project- Consider and act on approval of an interlocal agreement with the municipalities of Corinth, Lake Dallas and Hickory Creek for attorney services in regard to the Lake Cities Broadband project.**

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### **BACKGROUND/INFORMATION:**

As part of the ongoing Lake Cities Broadband project, the Lake Cities Managers have been interviewed and are recommending the engagement of Carl Kandustch, an attorney that specializes in the drafting and preparation of partnership agreements for broadband services. A copy of Mr. Kandustch's qualifications is attached.

### **FINANCIAL IMPLICATIONS:**

The total estimated cost for services is \$27,000

**Shady Shores cost will be 11.5% or \$3,105**

### **RECOMMENDATION/ACTION DESIRED:**

### **ATTACHMENTS/SUPPORTING DOCUMENTATION:**

1. 2022.01.13 - ILA - Lake Cities - Legal Representation - Kandutsch - Broadband Project
2. kandutsch

### **REVIEWED BY:**

# **INTERLOCAL COOPERATION AGREEMENT FOR JOINT LEGAL SERVICES RELATED TO BROADBAND NEGOTIATIONS, CONTRACT DOCUMENTS AND FRANCHISE AGREEMENTS FOR THE CITY OF CORINTH, THE CITY OF LAKE DALLAS, THE TOWN OF HICKORY CREEK AND THE TOWN OF SHADY SHORES**

This Interlocal Cooperation Agreement for Broadband Joint Legal Services for Broadband Negotiations, Contract Documents and Franchise Agreements (“the Agreement”) is made and entered into by and among the CITY OF CORINTH, a Texas home rule municipality, (“CORINTH”), the CITY OF LAKE DALLAS, a Texas home rule municipality (“LAKE DALLAS”) the TOWN OF SHADY SHORES, a Type A general law municipality (“SHADY SHORES”) and the TOWN OF HICKORY CREEK, a Type A General law municipality (“HICKORY CREEK”), Corinth, Lake Dallas, Hickory Creek and Shady Shores are collectively referred to herein as the “LAKE CITIES” and individually referred to as (“LAKE CITIES MEMBER”), each organized and existing under the laws of the State of Texas, the Texas Constitution and, as applicable, its Home Rule Charter, and acting by, through and under the authority of their respective governing bodies and officials.

## **RECITALS**

**WHEREAS**, this Agreement is authorized pursuant to Chapter 791 of the Texas Government Code (hereinafter “Interlocal Cooperation Act”) to set forth the terms and conditions upon which the LAKE CITIES agree to jointly engage the services of an attorney who specializes in matters related to the acquisition and construction of a publicly owned broadband network serving all of the LAKE CITIES MEMBERS; and

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

**WHEREAS**, each LAKE CITIES MEMBER recognizes that technology plays a pivotal role in the choice of businesses and residents to locate within their respective cities, that business operations and customer service require the presence of reliable technology resources, and that it is necessary to retain specialized legal representation and services to assist with the acquisition and construction of a publicly owned broadband network serving the LAKE CITIES MEMBERS as four client entities, including without limitation, upon request, advice regarding the selection of a service provider and the drafting and negotiation of a binding agreement between the Lake Cities and the selected service provider. (the “Project”); and

**WHEREAS**, LAKE CITIES have conducted a broadband study through Connected Nation and now desire to engage the services of an attorney who specializes in broadband matters to assist the LAKE CITIES MEMBERS with legal matters related to and arising out of the Project and the negotiation and execution of documents necessary for the completion of the Project; the LAKE CITIES MEMBERS believe that their individual best interests in the Project are aligned, do not conflict, and can best be served by entering into this Agreement for joint broadband legal services, and each of the LAKE CITIES MEMBERS ; could retain such services individually as a governmental function; and **WHEREAS**, LAKE CITIES have determined it appropriate to authorize CORINTH to enter into an agreement with Carl E. Katdutsch of Kandutsch Law Office

(“Attorney”) to provide legal advice and counsel and provide the services set forth in **Exhibit “A”** hereto to assist with the Project (the “Proposal”) and pursuant to this Agreement, to participate in the cost for the services provided by Attorney pursuant to the Attorney Proposal; and

**WHEREAS**, the scope of work to be performed by Attorney will be in accordance with the terms of this Agreement, including without limitation, Section 2 hereof, and the scope outlined in the Attorney Proposal, **Exhibit “A”** hereto, such scope having been agreed upon by each LAKE CITIES MEMBER; and

**WHEREAS**, the City Councils of each LAKE CITIES MEMBER has found that this Agreement and the services to be provided pursuant to this Agreement and the Attorney Proposal are valid governmental functions, will be paid by current revenues legally available to each LAKE CITIES MEMBER, and that the payments made hereunder fairly compensate for the services provided hereunder.

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

1. **Term/Termination.** This Agreement shall be effective upon execution by all of the LAKE CITIES with the effective date being the date of signature of the last LAKE CITIES MEMBER to sign (“the Effective Date”). The term of this Agreement shall be for a period of twelve (12) months following the Effective Date. Any LAKE CITIES MEMBER may terminate its participation in this Agreement not earlier than thirty (30) days after providing written notice to the other LAKE CITIES MEMBERS. A LAKE CITIES MEMBER who exercises its right to terminate its participation in this Agreement pursuant to this Section 1 shall remain obligated to pay its portion of the costs for services provided pursuant to this Agreement (defined in Section 2) through the effective date of such termination.

2. **Scope of Work/Obligations/CORINTH as Liaison.**

(a) By execution of this Agreement, each LAKE CITIES MEMBER hereby requests and authorizes CORINTH to negotiate and enter into an agreement with Attorney to provide legal advice and counsel for the Project, including without limitation, legal advice and counsel concerning the acquisition and construction of a publicly owned broadband network serving the LAKE CITIES, including, upon request, assistance with the selection of a service provider and drafting and negotiation of necessary binding agreement(s) between the LAKE CITIES and the selected provider. Attorney will also, upon request, provide legal advice and counsel concerning any related matter that is within the scope of Attorney’s experience and expertise. The Attorney Proposal and the Services provided thereunder are set forth in detail in **Exhibit “A”**, a substantial copy of which is attached hereto and incorporated herein. The LAKE CITIES hereby authorize CORINTH to negotiate and execute a contract with Attorney consistent with the Attorney’s Proposal and the terms of this Agreement (“Attorney Agreement”). Upon execution of the Attorney Agreement by Corinth, a copy of the executed Attorney Agreement shall be provided to each LAKE CITIES MEMBER, shall replace and supersede the Attorney Proposal as **Exhibit “A”** hereto, and the Attorney Agreement shall be incorporated herein by reference as **Exhibit “A”**.

(b) Each LAKE CITIES MEMBER agrees to participate in the Project and to assist Attorney and CORINTH in the performance of the various Project components to further and support Attorney's ability to render legal advice and counsel concerning the acquisition and construction of a publicly owned broadband network serving the LAKE CITIES, including, upon request, the selection of a service provider and drafting and negotiation of a binding agreement between the Lake Cities and selected provide, and upon request, legal advice and counsel concerning any related matter that is within the scope of work set forth in Exhibit "A" hereto. CORINTH also agrees to act as the liaison and point of contact for the Services; prepare, execute, and administer the communication with Attorney and the LAKE CITIES. Any payments owed the Attorney for the Services pursuant to Attorney Agreement shall be paid directly by CORINTH from funds currently available to CORINTH, and each LAKE CITIES MEMBER agrees to pay its share in accordance with **Section 3, "Consideration"** of this Agreement. Additionally, CORINTH agrees to monitor Attorney's work and compliance with provisions of the Attorney Agreement.

3. **Consideration.** CORINTH, LAKE DALLAS, SHADY SHORES, and HICKORY CREEK each agree to pay its proportionate share of the costs of the Services provided by Attorney pursuant to the Attorney Agreement based upon the allocation set forth in the chart provided in this Section. The total cost of the Services shall not exceed **TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000)**. CORINTH agrees to make payments to Attorney in accordance with the Attorney Agreement, and each LAKE CITIES MEMBER agrees to make payments to Corinth within thirty (30) days of receipt of invoice from CORINTH. The LAKE CITIES agree that the payments made hereunder by each of the LAKE CITIES MEMBERS for the Services and for services provided by CORINTH provide valid and sufficient consideration for the services rendered and payments made hereunder.

|               | Population |      | Land Area<br>(miles) |     | Total<br>Allocation | Total Cost |
|---------------|------------|------|----------------------|-----|---------------------|------------|
| Corinth       | 22,634     | 60%  | 7.9                  | 44% | 52%                 | \$14,040   |
| Lake Dallas   | 7,708      | 20%  | 2.7                  | 15% | 17.5%               | \$4,725    |
| Hickory Creek | 4,718      | 13%  | 4.5                  | 25% | 19%                 | \$5,130    |
| Shady Shores  | 2,764      | 7%   | 2.9                  | 16% | 11.5%               | \$3105     |
|               | 37,824     | 100% | 18.00                | 100 | 100%                | \$27,000   |

4. **Authorization.** The undersigned officers and/or agents of the LAKE CITIES represent and certify that this Agreement has been approved by their respective governing body and that each is a duly authorized official and possesses the requisite authority to execute this Agreement on behalf of its governing body.

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

and the same instrument.

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

**CORINTH**

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

**LAKE DALLAS**

Kandace Lesley, City Manager  
212 Main Street  
Lake Dallas, TX 75065  
Telephone: (940) 497-2226

**HICKORY CREEK**

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

**SHADY SHORES**

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

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

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

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

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

11. **Non-Waiver.** Any failure by a LAKE CITIES MEMBER to insist upon strict performance by any one or more of the other LAKE CITIES MEMBERS of any material provision of this Agreement shall not be deemed a waiver thereof, and the LAKE CITIES MEMBER shall

have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the LAKE CITY MEMBER waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any LAKE CITIES MEMBER of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

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

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

**IN WITNESS WHEREOF**, this Agreement is executed this \_\_\_\_ day of \_\_\_\_\_ 2022, in quadruplicate originals.

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

**CITY/GOVT ENTITIY OF CORINTH, TEXAS**

\_\_\_\_\_  
Bill Heidemann, Mayor

\_\_\_\_\_  
Date

**BY:**

\_\_\_\_\_  
Bob Hart, City Manager

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Lana Wylie, City Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Patricia Adams, City Attorney

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, this Agreement is executed this \_\_\_\_ day of \_\_\_\_\_ 2022,  
in quadruplicate originals.

**APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES,  
TEXAS:**

\_\_\_\_\_  
Cindy Aughinbaugh, Shady Shores Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Wendy Withers, City Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, this Agreement is executed this \_\_\_\_ day of \_\_\_\_\_ 2022,  
in quadruplicate originals.

**APPROVED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK,  
TEXAS:**

\_\_\_\_\_  
Lynn Clark, Hickory Creek Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Kristi Rogers, City Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, this Agreement is executed this \_\_\_\_ day of \_\_\_\_\_ 2022,  
in quadruplicate originals.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS:**

**BY:**

\_\_\_\_\_  
Andi Nolan, Lake Dallas Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Codi Delcambre, City Secretary

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**EXHIBIT “A”  
ATTORNEY PROPOSAL**

**(TO BE SUPERSEDED BY KANDUTSCH LAW OFFICE ATTORNEY AGREEMENT  
IN ACCORDANCE WITH SECTION 2(a) OF THIS AGREEMENT)**

**CARL E. KANDUTSCH, Ph.D., J.D.**  
**The Kandutsch Law Office**  
**2520 K Avenue, Suite 700-760**  
**Plano, Texas 75074-7753**  
**Tel: (214) 427-5354**  
**Mobile: (207) 659-6247**  
**Fax: (214) 291-5724**  
**carl@kandutsch.com**

December 7, 2021

City of Corinth  
City of Lake Dallas  
Town of Shady Shores  
Town of Hickory Creek

Via e-mail attachment to Attorney Stephanie Lewis at [stephanie@txmunicipallaw.com](mailto:stephanie@txmunicipallaw.com)

**CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION**

**Re: Legal Representation – Municipal Broadband Project**

Dear Ms. Lewis:

Please read this letter carefully. It describes the terms and conditions under which the Kandutsch Law Office (referred to herein as “we”) will represent the City of Corinth, the City of Lake Dallas, the Town of Shady Shores and the Town of Hickory Creek (collectively referred to herein as “Lake Cities”) concerning the above-referenced matter. Our policy requires that each individual client sign a copy of this letter agreeing to the terms and conditions described below before we can engage in representation, provided that to the extent that any person or entity has been duly designated as the single representative of the four client entities, that representative may sign this letter on behalf of the separate client entities.

1. Scope of Representation. Initially, the scope of representation (the “Representation”) is as follows:

Provide legal advice and counsel concerning the construction of a publicly owned broadband network serving the four client entities, including, upon request, the selection of a service provider and the drafting and negotiation of a binding agreement between Lake Cities and the selected service provider. We will also upon request provide legal advice and counsel concerning any related matter that is within the scope of our experience and expertise.

Please note that the scope of the Representation does not include advice or services regarding the following: accounting, tax, financial, business, management, and related non-legal matters and advice; title searches, surveys, inspections and other non-legal work relating to real estate;

securities, labor, litigation, and other legal matters not within our areas of expertise. We would be happy to refer you to others who may provide you these services if needed.

2. Fees. Our fee ("Fee") will be based on an hourly rate of \$450, plus reimbursement of any out-of-pocket expenses actually incurred. We will meet with you to agree on the appropriate Fee structure before undertaking any particular task. Please note that we review the hourly rate periodically and may adjust it from time to time. If such adjustment is needed, you will be notified in writing at least 30 days before the adjustment is implemented. We require an initial minimum deposit (the "Deposit") of \$ 3,000.00, which amount will be deposited in a State Bar of Texas Interest on Lawyer's Trust Account, the interest on which benefits the Texas Equal Access to Justice Foundation. The Deposit will be applied to your account, including at our discretion, to any past-due amounts. We reserve the right to request a supplemental Deposit, over and above the initial Deposit, in the event of an increase in our anticipated fees and expenses during our Representation. Upon the termination of the Representation, we will promptly return any unearned portion of the Deposit, less any fees and expenses unpaid as of the date of our final invoice.

3. Invoices. We will provide you, on or about the last day of each month, with an invoice describing in reasonable detail any billable activities performed on your behalf in connection with the Representation, the date performed, as well as the amount of time billed at the current hourly rate with respect to each activity. Time will be billed in 6 minute intervals; for example, 6 minutes of activity will be shown on the invoice as ".10." Only meaningful, productive activity will be billed, and activity requiring less than 6 minutes will not be billed. You will also pay for such costs as copies, postage, fax, long distance, recording, FedEx, courier, etc. Because of the detailed nature of our invoices, our clients do not usually have questions about them. However, if any question should arise, please call us promptly so we can discuss the matter.

4. Payment of Invoices. Our agreement to provide legal services is conditioned not only on your execution of this engagement letter, but also on prompt payment of the Deposit and of each invoice. Payment of the amount stated on any invoice is due and payable upon receipt of the invoice. Our hourly rates do not include any interest for slow payment. Because of this, and the fact that we do not include a service charge for late payments, we must insist that our clients pay their invoices promptly. By your execution of this engagement letter, you agree that we are relieved from the responsibility of performing any further work should you fail to pay any invoice (including bills for expenses received from third parties) or for supplemental Deposits within 15 days of receipt. In that event, you agree that we may move to withdraw from the Representation and that you will promptly execute any withdrawal motions to accomplish this.

5. In representing you, we recognize that we may be disqualified from representing any client in any matter related to our representation of you. We also recognize that we may be disqualified from representing any client in any matter in which confidential information concerning you and made available to us during our representation of you becomes material or relevant to another matter or in which use or knowledge of such information could be adverse to your interest. We will not undertake to represent or advise any other person or entity whose interests are contrary to your own in the course of any negotiation or other matter that is part of

the Representation. You agree that, except as stated above, we will be entitled to represent the interests of any other client against you in business negotiations or other legal matters.

6. As is true with all legal services, we cannot and do not guarantee the results of our representation. We make no express or implied warranties, and we disclaim all such express or implied warranties concerning the Representation.

7. You may discharge us from the Representation at any time. We are free to withdraw at any time and without cause, subject to reasonable notice under the circumstances and to approval by any court or other forum in which your matter may be pending. We will be entitled to receive compensation from you for all services rendered and all disbursements made, under the provisions of this engagement letter agreement, up to the time of withdrawal. Circumstances may arise that will require us to withdraw from representation under the Texas Disciplinary Rules of Professional Conduct or other applicable professional standards. In such circumstances, as well as in the instances referred to in paragraph 5 above, we will cooperate in the transfer of the matter to other counsel of your choice.

8. Attorneys, like other professionals who advise on personal financial matters, are required by a federal law (the Gramm-Leach-Bliley Act) to inform their clients of their policies concerning privacy of client information. Because attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law, we have always protected our clients' right to privacy. In the course of representing clients, we receive all manner of significant personal financial information from them. As a client of the Kandutsch Law Office, you are advised that all information we receive from you will be held in confidence and not released to outside persons, except as agreed to by you or as required under applicable law. We retain records relating to professional services we provide to assist our clients with their professional needs and in some cases, to comply with professional guidelines. To guard your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with our professional standards.

At the end of the Representation, please let us know if you need any documents from our files. We will retain the documents for five years and then destroy them in accordance with our record-retention policy then in effect.

9. The Supreme Court of Texas has adopted and promulgated the Texas Lawyer's Creed. Although compliance with the Creed is voluntary, we have decided to adhere to its provisions. You can read the Creed online here: [http://www.legalethictexas.com/Downloads/Texas-Lawyers-Creed/Texas\\_Lawyers\\_Creed.aspx](http://www.legalethictexas.com/Downloads/Texas-Lawyers-Creed/Texas_Lawyers_Creed.aspx).

We discuss the terms and conditions of our engagement candidly in this letter because you are entitled to know and we believe that a candid discussion now should avoid any misunderstandings later. Please sign a copy of this letter in the space below, expressing your agreement to the terms and conditions set forth above. After we received your signed copy of this letter and the required Deposit, we will commence our Representation.

Sincerely yours,

*Carl E. Kandutsch*

Carl E. Kandutsch

ACCEPTED AND AGREED TO ON \_\_\_\_\_, 2021.

CLIENT (if collectively represented by signatory):

By: \_\_\_\_\_  
Name & Title

If not represented by a single representative:

CLIENT (if collectively represented by signatory):

By: \_\_\_\_\_  
Name & Title

CLIENT (if collectively represented by signatory):

By: \_\_\_\_\_  
Name & Title

CLIENT (if collectively represented by signatory):

By: \_\_\_\_\_  
Name & Title

CLIENT (if collectively represented by signatory):

By: \_\_\_\_\_  
Name & Title



## AGENDA MEMORANDUM

**DATE:** January 10, 2022  
**TO:** Town Council  
**FROM:** Wendy withers, Town Administrator  
**SUBJECT:** **Brown Terrace Survey- Conduct a work session relative to a recent survey that was done on the subdivision known as Brown Terrace also known as Keatings Kove. Consider and take necessary action, provide staff direction.**

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### **BACKGROUND/INFORMATION:**

The Town of Shady Shores contracted with Baseline Corporation through Binkley & Barfield for the completion of a right-of-way (ROW) survey for the area of Shady Shores known as Brown Terrace, also known as Keatings Kove. This area was originally platted in 1963. Due to the age of the subdivision and lack of good information, the actual location of road right of ways has become unclear and difficult to determine the exact locations.

The Town Staff and Mayor Aughinbaugh received a preliminary report from Baseline Corporation on December 29th and the following issues will need to be discussed:

1. Size and right of way locations in Keatings Kove
2. Location and acquisition of prescriptive easements for access to unplatted lots
3. Coordination with LCMUA to locate existing water lines
4. Coordination with Corps of Engineers to seek further clarification

### **FINANCIAL IMPLICATIONS:**

Possible Associated Costs:

Cost of Clearing the Right of Way to establish and clarify the Right of Way locations

Surveyor to provide right-of-way along Street A and to set caps at block corners in the future

Filing and completion of an updated survey

### **RECOMMENDATION/ACTION DESIRED:**

### **ATTACHMENTS/SUPPORTING DOCUMENTATION:**

None

### **REVIEWED BY:**



## AGENDA MEMORANDUM

**DATE:** January 10, 2022  
**TO:** Town Council  
**FROM:** Wendy withers, Town Administrator  
**SUBJECT:** **Alternate Municipal Court Judge- Consider and act on the appointment of Cynthia Burkett to serve as an alternate judge for the Town of Shady Shoes Municipal Court.**

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**BACKGROUND/INFORMATION:**

The Honorable Cynthia Burkett serves as the Hickory Creek Municipal Court Judge and the Alternate Municipal Court Judge in Corinth. Staff is asking council to consider the appointment of an Alternate Judge to serve in the event that Judge Noah is unable to be present.

**FINANCIAL IMPLICATIONS:**

**RECOMMENDATION/ACTION DESIRED:**

Council could choose to appoint Cynthia Burkett to serve as the Alternate Municipal Court Judge and direct staff (Town Attorney) to create an Ordinance designating the same, and to prepare a contract for services. These items could be approved at the February Town Council meeting.

**ATTACHMENTS/SUPPORTING DOCUMENTATION:**

1. Cynthia M. Burkett Resume (1) (1).docx\_Redacted

**REVIEWED BY:**

# **Cynthia M. Burkett**

Home Address: 1208 Rio Grande Blvd., Denton, Texas 76205  
Work Address: 225 West Hickory Street, Suite 132, Denton, Texas 76201  
Cell Number: ; Office Number: 940-243-1788

## **Experience**

**Presiding Municipal Judge - Krugerville, Texas**  
October 1, 2021 to present

**Presiding Municipal Judge – Hickory Creek, Texas**  
August 2, 2021 to present

**Associate Municipal Judge –Corinth, Texas**  
August 6, 2020 to present

**Assistant Municipal Judge – Denton, Texas**  
January 1, 2020 to present

**Associate Municipal Judge – Argyle, Texas**  
August 2015 to present

**Sole Practitioner – Law Office of Cynthia M. Burkett, P.C.**  
February 2003 to Present  
Denton, Texas

I represent individuals in family law cases, including juvenile criminal cases, child custody, divorce, and children and parents involved in litigation with the Texas Department of Family and Protective Services. I have served as a mediator in many cases. I previously represented adults charged with committing misdemeanor and felony offenses.

**Associate Attorney – Crosbie and Moraine, LLC**  
April 2001 to February 2003  
Denton, Texas

I represented individuals in family law cases, including juvenile criminal cases, child custody, divorce, and children and parents involved in litigation with the Texas Department of Family and Protective Services. I also represented individuals charged with committing felony and misdemeanor offenses.

**Associate Attorney – Cordray, Goodrich, and Miltenberger**

May 1999 to April 2001

Fort Worth, Texas

I represented A.P. Green and Harbison-Walker in class-action asbestos litigation. I handled dozens of depositions and participated in jury trials.

**Assistant District Attorney – Denton County District Attorney's Office**

July 1998 to May 1999

Denton, Texas

I served as chief prosecutor of various misdemeanor county courts. I reviewed cases, supervised the prosecutors who were assigned to the various courts, and represented the State of Texas in jury trials and bench trials.

**Assistant District Attorney – Smith County District Attorney's Office**

June 1997 to July 1998

Tyler, Texas

I served as the grand jury attorney, responsible for meeting with law enforcement officers daily, reviewing felony cases, and presenting cases to the Smith County grand jury.

**Assistant District Attorney – Brown County District Attorney's Office**

January 1993 to June 1997

Brownwood, Texas

I represented the State of Texas in the prosecution of cases in the Justice of the Peace Courts, County Court at Law, and District Court. I first-chaired misdemeanor and felony jury trials, and I presented cases to the Brown County grand jury.

**Education**

**Doctor of Jurisprudence**

Texas Tech University School of Law

Lubbock, Texas

1992

**Bachelor of Arts: History and Political Science**

Howard Payne University

Brownwood, Texas

1989

**Memberships and Accomplishments**

- Member in good standing of the State Bar of Texas
- Member of The College of the State Bar of Texas
- Member of the Denton County Bar Association; previously served on the Board of Directors

## **References**

Hon. Robin A. Ramsay,  
Hon. Kimberly McCary,



## AGENDA MEMORANDUM

**DATE:** January 10, 2022  
**TO:** Town Council  
**FROM:** Wendy withers, Town Administrator

**A. Sec. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING**

1. Legal advice regarding property rights, right of ways and resolution of property disputes in and/or adjacent to the Brown Terrace subdivision.

2. Consultation with the Town attorney regarding pending or contemplated litigation; or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter; and Sec. 551.076. DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING. To deliberate:

**SUBJECT:**

- (1) the deployment, or specific occasions for implementation, of security personnel or devices; or
- (2) a security audit.

Regarding the security systems, including electronic and physical systems, police assignments, deployment and specific occasions for law enforcement services of the Town, and deliberation regarding an audit of same."

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**BACKGROUND/INFORMATION:**

**FINANCIAL IMPLICATIONS:**

**RECOMMENDATION/ACTION DESIRED:**

**ATTACHMENTS/SUPPORTING DOCUMENTATION:**

None

**REVIEWED BY:**