



**SHADY SHORES TOWN COUNCIL
REGULAR SESSION
AUGUST 8, 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.)

PROCLAMATIONS, PRESENTATIONS AND AWARDS

1. Proclamation Recognizing National Payroll Week
2. SPAN Presentation- Receive a presentation from Diane Beck regarding Span and the services that are offered through this service.

COUNCILMEMBER/COMMITTEE/STAFF REPORTS:

1. Roads, Drainage, Capital Improvements
2. Community Relations: Keep Shady Shores Beautiful/ Communications/ Community Events/Public Works
3. Planning and Zoning Commission Report
4. Animal Control
5. Code Enforcement
6. Police Department
7. Fire Department
8. Staff Report
9. Announcements

CONSENT AGENDA

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

1. Parking Ordinance- Consider and act on approval of an Ordinance modifying the regulations for parking on vacant lots.
2. Swimming Pool/Hot Tub Ordinance- Consider and act on approval of an ordinance modifying the Shady Shores Code of Ordinances Article 3.06 adding section 3.06.004 Pool Hot Tub and Spa Location on Property.
3. Fee Schedule - Consider and act on approval of an Ordinance adopting a Master Fee Schedule for the Town of Shady Shores.
4. Solid Waste Ordinance- Consider and act on an amendment to the Town of Shady Shores Solid Waste Ordinance requiring the use of a dumpster for certain properties.
5. Minutes- Consider and act on approval of the minutes of the June 13, 2022 Worksession Minutes and the June 13, 2022 Regular Town Council Minutes
6. Span Contract- Consider and Act on Approval of a Contract with Denton County Span for medical trips.
7. Juvenile Curfew Ordinance- Consider and act on approval of the continuation of the Juvenile Curfew Ordinance **322-02-2019**.
8. DCAD Budget- Consider and act on a resolution disapproving the Denton Central Appraisal District Budget.
9. Financial Reports- Consider and act on approval of the FY 2022 3rd Quarter Financial Reports.
10. Donations- Consider and act on approval of a provision to accept donations for the Town of Shady Shores Keep Shady Shores Beautiful Park and Park projects through the Town of Shady Shores.
11. Hotel/Motel Occupancy Tax Fund- authorize staff to work with Independent Bank to open an account to be used for Hotel/Motel Occupancy Tax.
12. Investment Committee Report- Consider and Act on Approval of the FY 2022 3rd Quarter Investment Committee Report.

CITIZENS COMMENTS

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

REGULAR AGENDA ITEMS

1. Local Option Election- Consider and take appropriate action relative to a petition for the Legal Sale of Alcoholic Beverages for off-premise consumption.
2. Local Sales Tax Election- Consider and take appropriate action relative to ordering a special collection for the issuance of an additional 1% sales tax rate.
3. Public Hearing- FY 2022/2023 Budget
 - A. Staff Report
 - B. Open Public Hearing
 - C. Public Comment Regarding the Budget
 - D. Close Public Hearing
4. Councilmember/Committee Appointments- Consider and act on the appointment of members to the following Committees:
Board and Commission Member Interviews (2 councilmembers and the Mayor)
ROW/Open Space Committee- 2 Councilmembers, 1 Staff and 1 or 2 Citizens.
5. Keatings Kove Survey and Right of Way Discussion- Consider and act on approval of a bid to remove trees and overgrowth located in the Right of Way on Road "A" in Keatings Kove.
6. Dark Fiber Lease and Network Agreement between the Town of Shady Shores and Pavlov Media, Inc. (Broadband Project) -consider and act on approval of the Dark Fiber Lease and Network Agreement between the Town of Shady Shores and Pavlov Media, Inc. authorizing a public-private partnership for the deployment of a fiber to premises network throughout the Lake Cities (Hickory Creek, Corinth and Shady Shores).
7. Strategic Planning Committee Final Report- Receive a report from the Strategic Planning Committee.

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. Local Government Code 551.071 Consultation with Attorney
1. Keatings Kove ROW Discussion
2. Dark Fiber Lease with Pavlov

FUTURE AGENDA ITEMS AND STAFF DIRECTION

ADJOURN

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

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

Cindy Aughinbaugh, Mayor

**Town of Shady Shores
Mayor's Proclamation**

Payroll Week

Whereas the American Payroll Association and its more than 20,000 members have launched a nationwide public awareness campaign that pays tribute to the nearly 150 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

Whereas payroll professionals in **Shady Shores, Texas** play a key role in maintaining the economic health of **Shady Shores**, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting and depositing; and

Whereas payroll departments collectively spend more than \$2.4 trillion annually complying with myriad federal and state wage and tax laws; and Whereas payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify noncustodial parents and making sure they comply with their child support mandates; and

Whereas payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

Whereas payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

Whereas the week in which Labor Day falls has been proclaimed National Payroll Week, I hereby give additional support to the efforts of the people who work in **Shady Shores, Texas** and of the payroll profession by proclaiming the first full week of September Payroll Week for this **Shady Shores, Texas**.

Cindy Aughinbaugh
Mayor of **Shady Shores, Texas**
August 8, 2022



Shady Shores

FY 2023



Who We Are

Span, Inc. is a nonprofit established in 1974 that enables people in Denton County to live as fully and independently as possible by providing nutrition and transportation to seniors, people with disabilities, veterans, and other members of the public.



- Last year, we delivered over **109,000** meals to **1,095** clients.
- All clients receive **5** hot meals per week through home delivery and at various senior centers and senior living apartments throughout Denton County.
- In 2021, we added over **300** new clients and trained over **100** new volunteers.

Meals on Wheels Team



Our Site Managers are our direct link to the community.

They provide the following for our volunteers:

- Scheduling
- Training
- Support

Senior Paws

Through our Senior Paws program, we deliver pet food once a month to homebound clients who might otherwise share their home-delivered meals with their pets.

Senior Paws depends on donations from the community.





Span Transportation is a demand response (scheduled) program that provides shared ride services to Denton County residents.

Passenger Fare: \$3.00 each way



Approved Trip Purposes:

Medical
Shopping for necessities
Public Libraries
Seniors Program
Employment
Education
Nutrition
Recreation
Workshop



Transportation Team



Drivers make up the backbone of our transportation team!

We carefully select them through a rigorous hiring process and perform annual driving, background, and criminal checks. Drivers also participate in recurrent drug and alcohol testing.

Safety and training are top priorities. Drivers undergo technical training, such as defensive driving and wheelchair securement. They also receive routine training on client assistance and safe transport.

Dispatchers, schedulers, trainers, client service staff, and maintenance personnel round out the transportation team.

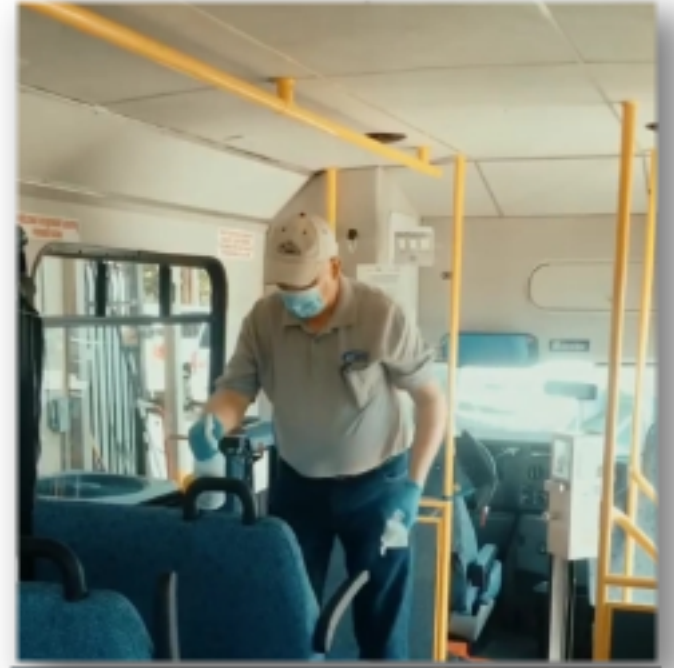
Our Fleet

Span has approximately 30 vehicles. All are equipped for wheelchair access and accommodating passengers with special needs and limited mobility. Audio and video recording capabilities offer security for our clients and staff.

Our experienced mechanics perform regularly scheduled preventative maintenance on our fleet. Drivers are trained to perform pre-trip and post-trip inspections to help prevent potential mechanical issues.

Our vehicles go through regular internal and external safety inspections.

All vehicles are cleaned and “fogged” for full sanitation.



City Support

In FY 2021, we served **105 meals** through our home delivered and congregate meals program and provided **108 transportation trips** to Shady Shores residents.

Normally, our state and federal funding for programs does not cover the entire cost of service provision. However, this year, due to **CARES Act** funding, we are not requesting a match from Shady Shores for transportation.



Thank You!

Date of Submission: August 2022

Department: Public Works

Liaison to the Board: Katie Klein

Dates Reported On: June/July 2022



Action Items Completed:

9 completed tasks

Action Items In-progress/Pending:

3 Tasks in progress with Engineering

8 Tasks assigned to Public Works Contract

6 Signage

1 Roads

1 Overgrown Vegetation/Trees

5 Administrative Projects

Researching Funding: Connecting Communities -Federal

Signage Inventory

Listing of Public ROW

Energy Assessment

Summary:

Public Works is using MS Planner to track tasks

In process is the PW checklist/SOP

Questions for the board/larger group:

Committee: Keep Shady Shores Beautiful

Liaison to the Board: Katie Klein

Date of the last meeting: August 1, 2022

Date of next meeting: September October 3, 2022

Action Items Completed:

- **ZenWater Grant Submitted**
- **Apache Tree Giveaway Grant Submitted**
- **Bags to Benches -1st bench ordered**

Action Items In-progress/Pending:

- Girl Scout Gold Project, Maddy Haney
- Fall Sweep – Partnership with Lake Cities and Republic- November 12, 2022
- Tree Tagging Program
- Master Garden Plan
 - Concept plan for walking path completed
- Town Limit Signs
- BricksRUs- revamp and engagement
 - Payment through the website
- Adopt A Spot Program
 - **Current Month Stats- TBD**
 - Interactive map for the website is in progress
 - Re-Engage Program and Advocacy
 - Current Sites
 - S. Shady from Cielo 4 way to just past the bridge- Solt Family
 - Boat Ramp-Belton
 - 1st to Jay Street- Rioh/Cody
 - Hidden Valley- Realtors DFW
 - Lakeshore (S. Shady – Boat Ramp)- Get Hooked Guide Service
 - Lakeshore (Boat Ramp to Smokey)- Rioh/Cody
 - S. Shady Shores, South Bridge (washout Bridge) Latham Family
 - Town Hall Campus- Krueger Family
- Monthly Campaign to be built
 - Monarch Population
 - Protection of Honeybees
 - Water protection efforts



- Tree Education
- Proposed Programs
 - Yard of the XXX (Month, Quarter)
 - Community Garden spots- example: Salsa Garden
 - Kindness Rock Garden
- Grants

Announcements:

Questions for the board/larger group:

Other Notes:

Date of Report: August 2022

Committee: Communications

Liaison to the Board: Katie Klein

Dates Reported On: June/July 2022



Goals:

- Trusted Community Resource
- Create Community through communication and engagement
- Putting people first to benefit ToSS
- **Website: 24/7 Town Hall**

2022 Motto: Renewed Commitment to Connection

Audience Reports: (HootSuite)

Facebook/Instagram

June/July	April	May
959	946	954
8	7	7

Twitter-

June/July	April	May
71	70	71

LinkedIn –

June/July	April	May
13 Followers	13	13

Eblasts-

June/July	April	May
469 Active 37 Inactive	459 Active 36 Excessive Bounces	458 subscribers/ 37 Inactive due to excessive bounces

Website:

June/July	May 2022	March 2022
3, 1790 Users	10,115 Users	22K users

82.5% new users	6606 Pageviews 96.3% New Visitors	10,235 Page Views 98% of new users 2% returning users
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Live Stream Views Per Event

Meeting/Event	April	May	June/July
KSSB	8	40	32/ no meeting
Planning and Zoning	23	23	19/no media available
Town Council Work session	12	18	2/no July mtg
Town Council	25	41	7/no July mtg
Strategic Planning Committee	11	5	9/no media available
Sp. Called 6/27			No media available
Investment Committee	6		

Executive Summary/Projects:

Review and update of Social Media Policy- September Council Meeting- ask to consider action on adoption of new policy.

Mapping the Website

Migration from Monday to Planner

Implementation of OneDrive

Shady Shores Ambassador Program

Update the Handbook- moved to the next phase- work session

AudioEye Evaluation- evaluation has been returned, Communications to review

Updating SOPS:

Solid Waste (Failure to Maintain Acct),

Permitting (Applications Process),

Code Enforcement: Methods for Notification, Letters

ROW permitting application and process

Announcements:

Questions for the board/larger group:

- Does the council want to continue to see the platform analytics each month?

Active Campaigns

Newsletter-weekly

Bags to Benches

Free Little Library Activities- retiring

Meeting Notices

Carter Blood Donation

Tree Education for Tree City

Litter/Recycle Education for KTB

½ Staff Flag Notices

Road and Construction Updates

Courtesy Posts as needed

Date of Submission: August 2022

Committee: Community Events

Liaison to the Board: Katie Klein

Dates Reported On: June/July 2022



Action Items Completed:

Action Items In-progress/Pending:

- September- Live United
- **Shady Shores Night Out, October 4, 2022**
- October/November -Food Pantry Drive-Fill the Pantry
- Town of Shady Shores Show Off- November 5
- Fall Sweep, November 12, 2022
- Tree Lighting
- Council/Volunteer Appreciation
- December Gift Card Drive – Need a Recipient
- Action Book Club- retiring

Partner Agencies:

Lake Cities Focus
Denton County Children's Advocacy Center
Denton County Homeless Coalition
Denton County Meals on Wheels/SPAN
Denton County Department of Family Protective Services
Habitat for Humanity
Lake Cities Run-Walk Group
Lake Cities Library
Girl Scouts Specifically Troup 3792/5380
Boy/Cub Scouts, Troop 60 (Shady Shores Baptist Church)

Announcements:

Questions for the board/larger group:

Other Notes:



AGENDA MEMORANDUM

DATE: August 8, 2022
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Planning and Zoning Commission Report

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

Location	Notes	Code
Jul 29, 2022 3:56 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals. spoke to joan at city hall	Animal Control
Jul 19, 2022 5:12 PM W Shady Shores @ Garza	another report of the loose shepherd in the area. upon arrival we found the dog running south on Stapler Dr. before the officer could catch the dog or figure out where it might live it disappeared into the woods east of that road.	Animal Control
Jul 19, 2022 4:06 PM 101 S Shady Shores Road	city hall was closed, i left a card	Animal Control
Jul 15, 2022 1:03 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals. Spoke with Joan.	Animal Control
Jul 11, 2022 9:12 AM lakeshore rd @ brown terrace	report of a dead raccoon in the roadway close to this intersection. we were able to locate the carcass and remove it for disposal.	Animal Control
Jul 8, 2022 4:28 PM W Shady Shores @ Garza	another report of a loose shepherd in the area. again we were unable to locate any loose dogs upon arrival and patrol of the area.	Animal Control
Jul 8, 2022 9:14 AM 101 S Shady Shores Road	Patrolled city focusing on stray animals. left a card	Animal Control

Location	Notes	Code
Jul 6, 2022 11:04 AM W Shady Shores @ Garza	report of a loose shepherd type dog in the area. we were unable to locate and loose dogs upon arrival and patrol of the area.	Animal Control

Case Information for Years 2022 - 2022				
APRIL – JULY 2022				
Violations – Cases Opened	May	Jun	Jul	Totals
High Grass & Weeds	8	8	3	19
Other	3	1	0	4
Parking Violation	3	6	2	11
Trash and Debris	2	0	1	3
Junked Vehicle	1	2	0	3
Portable Storage Unit	1	0	0	1
Dogs Barking	0	1	1	2
Zoning Ordinance Violation	0	3	0	3
TREE LIMBS/BUSH HANGING IN RIGHT OF WAY	0	1	0	1
Obstruct Right of Way	0	1	3	4
Prohibited vehicle parking	0	0	1	1
Noise Violation	0	0	1	1
Totals	18	23	12	53
Cases Closed				35
Citations Issued				5



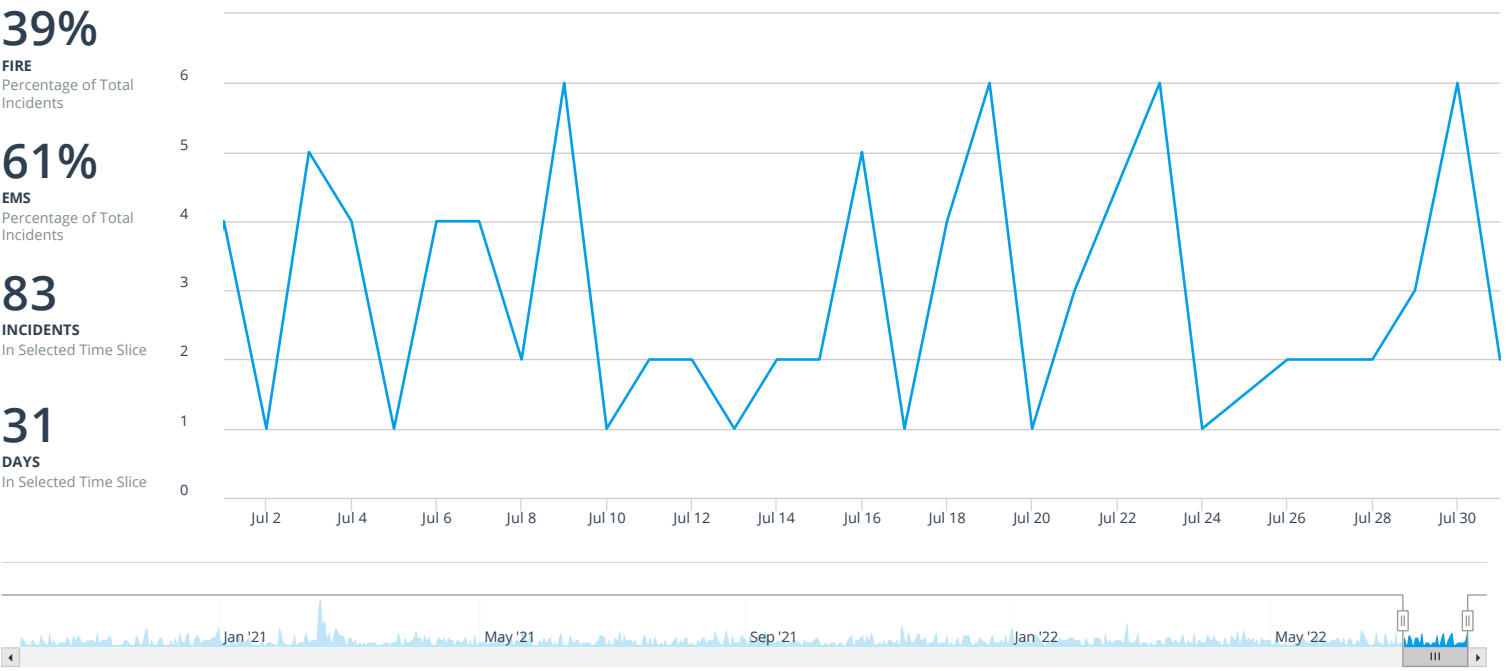
LAKE CITIES FIRE DEPARTMENT

SHADY SHORES

JANUARY - DECEMBER 31, 2022

Incident Call Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Alarm system activation, no fire - unintentional					1	1							0
Alarm system sounded due to malfunction													2
Animal rescue													0
Arcing, shorted electrical equipment	1				1								2
Assist Police or other agency													0
Assist invalid	4	3		2	1	2							12
Authorized controlled burning	4	9	5			2							20
Brush or brush-and-grass mixture fire				1									1
Building fire		1			1								2
Carbon monoxide incident													0
Carbon Monoxide detector No CO					1								1
Citizen complaint							1						1
Chimney Fire Contained to Chimney													0
Cooking Fire Confined to Container							1						1
Dispatched & cancelled en route				3		1	2						6
Electrical wiring/equipment problem, Other													0
Elevator Rescue													0
Emergency medical service, other													0
EMS call, excluding vehicle accident with injury	7	8	7	10	9	8	7						56
False alarm or false call, Other													0
Fire in mobile home used as fixed residence													0
Fire in motor home, camper, RV													0
Flood assessment													0
Gas leak (natural gas or LPG)	2		1	3									6
Good intent call, Other													0
Grass fire	2												2
HazMat release investigation w/no Hazmat													0
Hazardous Condition (No Fire)													0
Heat From Short Circuit													0
Lock-out			1										1
Motor vehicle accident with injuries					1								1
Motor Vehicle Accident with no injuries						1							1
Motor Vehicle/Pedestrian Accident													0
No Incident found on arrival at dispatch address													0
Outside trash or waste fire													0
Outside equipment fire													0
Outside Storage Fire													0
Passenger Vehicle Fire													0
Person in Distress													0
Police matter													0
Power line down			1	1									2
Public Education													0
Public service			2		1		1						4
Rescue or EMS Standby					1								1
Rescue, water													0
Service Call, Other													0
Severe weather or natural disaster, Other													0
Smoke detector activation, no fire		1		1									2
Smoke/Heat detector activation due to malfunction					1	2							3
Smoke from barbecue, tar kettle													0
Smoke or odor removal			1										1
Smoke scare, odor of smoke	1						1						2
Sprinkler activation, no fire													0
System malfunction, Other							1						1
Unauthorized burning			1		3		1						5
Unintentional transmission of alarm, Other			1										1
Water or steam leak													0
Total	21	22	20	21	21	17	15	0	0	0	0	0	137

Custom ▾ Jul 1, 2022 - Jul 31, 2022 ▾



Jan '21

May '21

Sep '21

Jan '22

May '22

Counts % Rows % Columns % All

Week Ending	7/3/22	7/10/22	7/17/22	7/24/22	7/31/22	8/7/22	8/14/22	8/21/22	8/28/22	9/4/22	9/11/22	9/18/22	9/25/22	Total
(11) Structure Fire		1	1	1										3
(13) Mobile property (vehicle) fire		1												1
(14) Natural vegetation fire				1										1
(15) Outside rubbish fire		1												1
(32) Emergency medical service (EMS) incident	5	8	12	12	13									50
(34) Search for lost person				1										1
(35) Extrication, rescue					1									1
(36) Water or ice-related rescue		1												1
(38) Rescue or EMS standby		1												1
(40) Flammable gas or liquid condition, other			1											1
(44) Electrical wiring/equipm. problem	1	2												3
(51) Person in distress		1												1
(52) Water problem		1		1										2
(55) Public service assistance		1		1										2
(56) Unauthorized burning		1			1									2

Week Ending	7/3/22	7/10/22	7/17/22	7/24/22	7/31/22	8/7/22	8/14/22	8/21/22	8/28/22	9/4/22	9/11/22	9/18/22	9/25/22	Total
(57) Cover assignment, standby at fire station, move-up	2		1	3										6
(61) Dispatched and canceled en route	1	1		1										3
(62) Wrong location, no emergency found	1	1												2
(74) Unintentional system/detect... operation (no fire)		1												1
Total	10	22	15	21	15									83

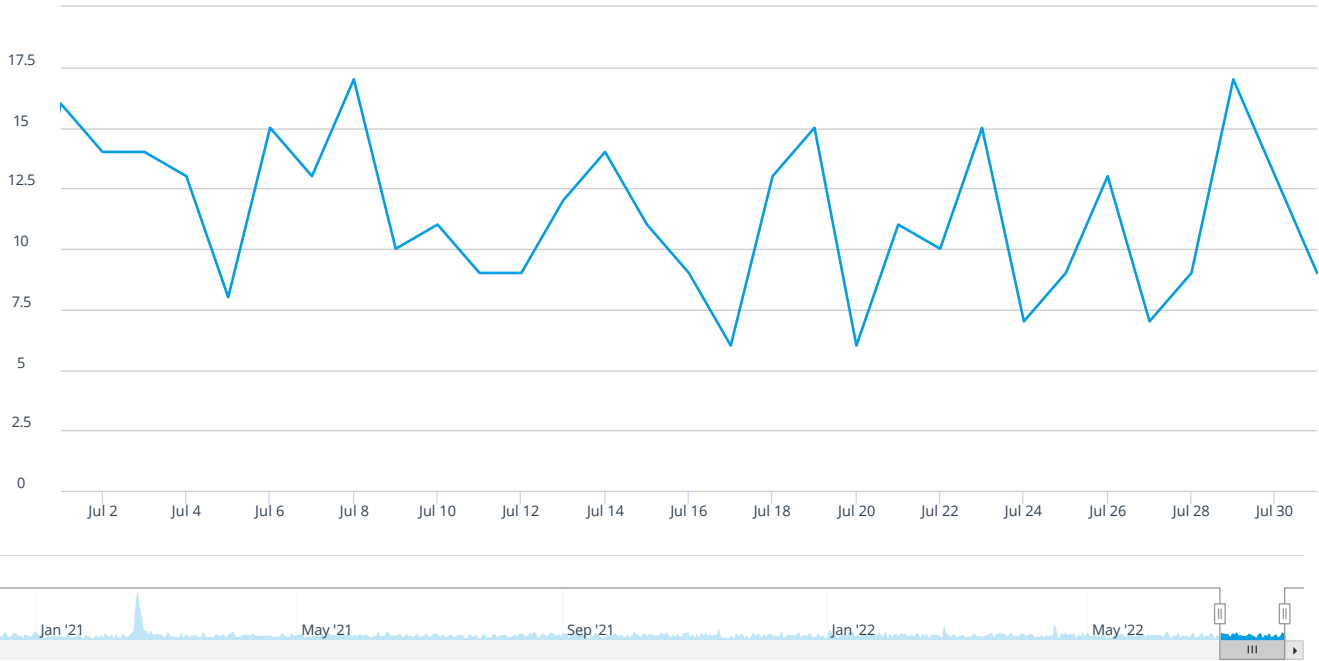
Custom ▾ Jul 1, 2022 - Jul 31, 2022 ▾

31%
FIRE
Percentage of Total Incidents

69%
EMS
Percentage of Total Incidents

355
INCIDENTS
In Selected Time Slice

31
DAYS
In Selected Time Slice



Counts % Rows % Columns % All

Week Ending	7/3/22	7/10/22	7/17/22	7/24/22	7/31/22	8/7/22	8/14/22	8/21/22	8/28/22	9/4/22	9/11/22	9/18/22	9/25/22	Total
(11) Structure Fire		1	1	1										3
(13) Mobile property (vehicle) fire	1	1			1									3
(14) Natural vegetation fire		1	1	2										4
(15) Outside rubbish fire	1	1												2
(16) Special outside fire					2									2
(32) Emergency medical service (EMS) incident	32	55	52	45	61									245
(34) Search for lost person				1										1
(35) Extrication, rescue					2									2
(36) Water or ice-related rescue		1												1
(38) Rescue or EMS standby		1												1
(40) Flammable gas or liquid condition, other			1											1
(41) Combustible/f... spills & leaks		2		1										3
(44) Electrical wiring/equipm. problem	1	4	2	1	1									9
(50) Service call, other				1										1
(51) Person in distress	1	1		1										3

Week Ending	7/3/22	7/10/22	7/17/22	7/24/22	7/31/22	8/7/22	8/14/22	8/21/22	8/28/22	9/4/22	9/11/22	9/18/22	9/25/22	Total
(52) Water problem		2		2										4
(55) Public service assistance	3	8	7	8	5									31
(56) Unauthorized burning		2			1									3
(57) Cover assignment, standby at fire station, move-up	2		1	3										6
(61) Dispatched and canceled en route	2	3	2	5	1									13
(62) Wrong location, no emergency found	1	1	1											3
(65) Steam, other gas mistaken for smoke				2	2									4
(73) System or detector malfunction		1	1	3										5
(74) Unintentional system/detect... operation (no fire)		1	1	1	1									4
(91) Citizen complaint		1												1
Total	44	87	70	77	77									355

Custom ▾

Jul 1, 2022 - Jul 31, 2022 ▾

53%

FIRE

Percentage of Total Incidents

47%

EMS

Percentage of Total Incidents

15

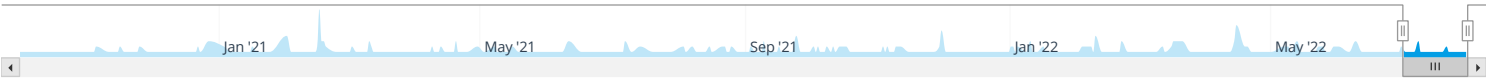
INCIDENTS

In Selected Time Slice

31

DAYS

In Selected Time Slice



Counts % Rows % Columns % All

Week Ending	7/3/22	7/10/22	7/17/22	7/24/22	7/31/22	8/7/22	8/14/22	8/21/22	8/28/22	9/4/22	9/11/22	9/18/22	9/25/22	Total
(16) Special outside fire					1									1
(32) Emergency medical service (EMS) incident	1	2	1	1	2									7
(55) Public service assistance		1												1
(56) Unauthorized burning		1												1
(61) Dispatched and canceled en route		1		1										2
(65) Steam, other gas mistaken for smoke				1										1
(73) System or detector malfunction				1										1
(91) Citizen complaint		1												1
Total	1	6	1	4	3									15

Ordinance No. _____ 2022
(Parking Regulations)

AN ORDINANCE AMENDING CHAPTER 8 OF THE SHADY SHORES CODE OF ORDINANCES BY AMENDING SECTION 12.03.008.3.C; PROVIDING REGULATIONS FOR PARKING OR STORAGE OF MOTOR VEHICLES, TRAILERS, TRASH AND DEBRIS ON VACANT LOTS, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$500.00 FOR EACH OFFENSE; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Town Council of the Town of Shady Shores ("Town Council") seeks to provide for the public health, safety, and welfare of its citizens; and

WHEREAS, the Town Council seeks to promote orderly and safe use of property within the Town of Shady Shores, Texas ("Town"); and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the Town has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the Town and is necessary or proper for carrying out a power granted by law to the Town; and

WHEREAS, the laws of the State of Texas, including those found in Chapter 51 Sections 51.001, 51.012, and 51.032 of the Texas Local Government Code, as amended, provide the Town authority to adopt ordinances for good government, peace, order, or welfare of the municipality; and

WHEREAS, the Town Council has received input from the citizens and Town staff which supports the purpose and terms of this ordinance;

WHEREAS, pursuant to Texas Local Government Code Section 211.003 the Town has general authority to regulate the location and use of buildings, other structures and land for business, industrial, residential, or other purposes; and

WHEREAS, the Town Council finds that the terms of this ordinance are reasonable, necessary, and proper for the good government of the Town of Shady Shores, and in the best interests of its residents.

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

Section 1. Parking Regulations Section 12.03.008.3.C of the Code of Ordinances, Town of Shady Shores, Texas, is hereby adopted and added to the Code, regarding Parking Regulations,

to read in accordance with the provisions below in *italics*. The rest of 12.03.008.is provided for context of the entire section.

12.03.008 PARKING REGULATIONS

Section 12.03.008.1 FINDINGS OF FACT

- A. The foregoing recitals are incorporated into this Section by reference as findings of fact as if expressly set forth herein.
- B. The parking of automobiles, including light trucks, commercial vehicles, box trucks, semi-tractor and other trucks of greater than a half ton payload designation, hereinafter referred to as “motor vehicles” in this ordinance, can lower property values, reduce the appearance of the neighborhood and thereby lower the quality of life within the Town; justifying reasonable limitations on the parking of motor vehicles in the front yards of residential properties, and undeveloped lots.

Section 12.03.008.2 Regulations for Parking

Definitions—The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. Front yard—That area of a developed lot between the front building line and the nearest to the front building line of the following:
 - 1. The front property line
 - 2. The outside edge (closest to the residence) of the drainage bar ditch
 - 3. The curb
 - 4. The edge of the surface of the road closest to the residence.Such area being bounded on each side by the property lines on each side of the front yard.
- B. Residence—a dwelling structure on a platted or lot described by metes and bounds of an area equal to or greater than one fourth acre, and not more than one acre.
- C. Undeveloped lot—a tract of land on which a dwelling has not been constructed, and a dwelling is not under construction.

Section 12.03.008.3 Parking Regulations; Penalties; Exceptions

- A. The parking of a motor vehicle in the Front Yard is prohibited and a violation of this Code, unless the vehicle is parked in compliance with the following requirements:
 - 1. Parked in the Front Yard on an all-weather surface in good condition, such surface being of asphalt, concrete, gravel, crushed limestone, or other similar surface acceptable to the city building inspector.

2. The all-weather surface must not cover more than 20% of the Front Yard, as measured by the square footage of the front yard as defined in this Section. The 20% area includes the driveway and all other impervious and all-weather surfaces in the front yard.
3. The all-weather surface parking area must be contiguous and accessed by the driveway of the residence.

B. Exceptions. The parking regulations above do not apply to:

1. Lots of less than one fourth acre, or larger than one acre.
2. Recreational vehicles-except as regulated elsewhere in this Municipal Code.

C. Undeveloped lot---It is a violation of this ordinance for the owner of an Undeveloped Lot to allow parking of motor vehicles, trailers of all kinds and size, and/or any storage of building material of any kind; mechanical parts of automotive or other equipment; and/or trash or debris on an Undeveloped Lot.

It is a violation by the owner of any motor vehicles, trailers of all kinds and size, and/or any storage of building material of any kind; mechanical parts of automotive or other equipment; and/or trash or debris to park or place same on an Undeveloped Lot.

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

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

SECTION 4. Penalty. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a Class C misdemeanor offense, and upon conviction shall be punished by a fine not to exceed the sum of \$500.00 for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

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

ADOPTED this ____ day of _____ 2022, by the Shady Shores Town Council.

APPROVED:

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Secretary

APPROVED AS TO FORM:

James E. Shepherd, Town Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF SHADY SHORES, TEXAS, AMENDING ARTICLE 3.06 OF THE SHADY SHORES MUNICIPAL CODE, ENTITLED SWIMMING POOLS, HOT TUBS AND SPAS; ADDING SECTION 3.06.004 POOL HOT TUB AND SPA LOCATION ON PROPERTY; REQUIREMENTS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING A PENALTY CLAUSE;AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council has undertaken a review of the Shady Shores Municipal Code (the “Code”) and have received the review and recommendations of the Planning and Zoning Commission and Staff; and have provided lawful public notice and opportunity for the citizens to comment, and find all procedural requirements to amend the Code have been met, and

WHEREAS, Council finds the changes herein to the Article 3.06 Swimming Pools, Hot Tubs and Spa’s should be updated to provide setback and side yard requirements for decking and the water’s edge of those amenities of a home;, and

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

SECTION 1. Section **3.06.004** is added as follows:

3.06.004 Pool, Hot Tub and Spa location on property.

(a) The waters edge of the pool shall be:

- (i) a minimum of five (5) feet from the property line.
- (ii) a minimum of one (1) foot for each foot of depth of the pool at the waters edge near the foundation of the home. A three foot depth would require not less than the waters edge being three feet away from the home’s foundation.
- (iii) An owner with a pool design that does not comply with (ii) above shall have the pool designed and certified by a registered professional engineer as to it’s compliance with engineering standards and section (d) of this ordinance, below.

The decking of the pool may extend to within two feet (2) of the property line, so long as drainage from the pool decking is not allowed to flow across the property line onto the neighboring property.

- (b) The pool and pool equipment shall not be located over any easements.
- (c) Spas and Hot Tubs shall not be located less than five (5) feet from the property line.
- (d) Other requirements for the construction and location of a residential swimming pool, Hot Tub or Spa shall comply with Section 3.02.251 of this Code, adopting the International Swimming Pool and Spa Code.

SECTION 2. SAVINGS CLAUSE: That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Municipal Code as a whole. The penalty clause 4.02.002 previously adopted for Article 4.02 is not amended or repealed and shall apply to the provisions of this ordinance.

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

SECTION 4. PENALTY CLAUSE

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

SECTION 5. EFFECTIVE DATE:

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

ADOPTED this _____ day of _____, 2022, by the Shady Shores Town Council.

APPROVED:

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Secretary

APPROVED AS TO FORM:

James E. Shepherd, Town Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF SHADY SHORES, TEXAS, ADOPTING A FEE SCHEDULE FOR THE TOWN'S FEES, COSTS AND EXPENSES, REVOKING ANY PRIOR FEE SCHEDULES TO THE EXTENT IN CONFLICT WITH THE FEE SCHEDULES ATTACHED HERETO AS EXHIPIT A, REQUIRING PAYMENTS OF THE AMOUNTS LISTED ON THE APPROVED FEE SCHEDULES; PROVIDING A PENALTY CLAUSE, A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the town council of the Town of Shady Shores has determined that the fees, costs and expenses charged to citizens for services provided by the Town should be a balance between expenditures of the general fund, and user fees as requested by those requesting services by the Town; and

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

SECTION 1. The document attached hereto and designated "Fee Schedule" of the Town of Shady Shores is hereby adopted and approved by the Town Council. Payment of the fees listed thereon for the services designated is required prior to or within the time period allowed in the fee schedule by those requesting or being provided the services listed here on.

SECTION 2. PENALTY CLAUSE: Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed Five Hundred Dollars (\$500.00), plus costs of court.

SECTION 3. SEVERABILITY CLAUSE: It is the intent of the Town Council that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

SECTION 4. EFFECTIVE DATE: This Ordinance shall take effect immediately from its passage and publication of the caption as the law in such cases provides.

PASSED AND APPROVED this _____ day of _____, 2022.

TOWN OF SHADY SHORES, TEXAS

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Administrator/Secretary

APPROVED AS TO FORM:

James E. Shepherd, Town Attorney

MASTER FEE SCHEDULE

ADOPTED

DEVELOPMENT FEE SCHEDULE

Site Plans and Platting:	Method of Calculation	Fee	Min. Fee
Pre-Development Conference	Flat Fee	\$545 per hour	\$ 545
Preliminary, Final Plat or Replat	Flat Fee	\$ 1000	
Site and Landscape Plan Review	Base Fee	\$1500 + 50 per lot	
Engineering Review Fees, Third and Subsequent Reviews	% of Actual Cost	120%	\$500
Infrastructure Inspection Fees	% of Construction Costs	4%	
Zoning Change	Base Fee	600	\$600
	Per Acre	50	\$ 50
	Maximum	3000	\$3,000
Variance Application	Flat Fee	500	
Publication Cost	% + Actual	Actual Cost + 15%	

RESIDENTIAL BUILDING FEE SCHEDULE

Residential Permit Type	Method of Calculation	Fee	Min
New Residential	Price per square foot + Required Inspections	2.00	\$1000
Plan Review	Flat Fee	\$50	
Engineer Review	Flat Fee	\$200	
Erosion Control, Porta Privy, Trash Bin	Flat Fee	\$125	
T-Pole	Flat Fee		
Piers	Flat Fee		
Plumbing Rough	Flat Fee	\$125	
Foundation	Flat Fee	\$95	
Seconds Inspections	Flat Fee	\$400	
Flatwork Approach	Flat Fee	\$50	
Meter Release	Flat Fee	\$50	
Finals	Flat Fee		
- Building	Flat Fee	\$50	
- Mechanical	Flat Fee	\$50	
- Plumbing	Flat Fee	\$50	
- Electrical	Flat Fee	\$50	
Certificate of Occupancy	Flat Fee	\$250	
Accessory Strcture	Square Footage + Required Inspections	\$1.50 Per square foot + inspections	\$200
Outdoor Patio/Living Structure no utilities	Flat Fee	\$210	
Outdoor Patio/Living Structure Utilities	Flat Fee	\$330	
Approach/Flatwork	Flat Fee	\$155	
Culvert Permit	Flat Fee	\$300	
Foundation Repair	Flat Fee	\$200	

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Demo/Removal Permit	Flat Fee	\$150	
Mechanical Permit (HVAC)	Flat Fee	\$300	
Sheathing Inspection	Flat Fee	\$50	
Mechanical Permit (Plumbing, Electrical, Etc)	Flat Fee	\$150	
Red Tag Inspections	Flat Fee	\$100	
Fence Permit	Flat Fee		
Expired Permit Re-Issue	Flat Fee	Underlying Permit Fee x .5	
Irrigation Permit	Flat Fee	\$250	
Water Well Permit	Flat Fee	\$300	
Retaining Wall over 4'	Flat Fee	\$ 300	
Roofing Permit	Flat Fee	\$150	
Septic System	Flat Fee		
- New	Flat Fee	\$560	
- Repair	Flat Fee	\$275	
- Substantiated Complaint	Flat Fee	\$150	
- Unsubstantiated Complain	Flat Fee	0	
Solar Permit	Flat Fee	\$300	
Spa Permit	Flat Fee	\$200	
In Ground Swimming Pool	Flat Fee	\$900	
Above Ground Swimming Pool	Flat Fee	\$200	
Decking	Flat Fee	\$150	
Unpermitted Work Fee	Flat Fee	2 x permit	
Denied Plan Review	Flat Fee	\$150	
Window Inspection	Flat Fee	\$50	
Misc Inspections	Flat Fee	\$50	

MISCELLANEOUS FEES

MISC	Method of Calculation	Fee	Min
Peddlers fee	Flat Fee per person	\$35	
Health Inspections	Flat Fee	\$125	
Administrative Fee	Flat Fee	\$250	
Solid Waste Connect Fee	Flat Fee	\$25	
Solid Waste Late Fee	Flat Fee	\$15	
Solid Waste User Fees	Flat Fee		
Regular Residential	Flat Fee	64.74	
Senior Rate	Flat Fee	60.23	
Deposit* (refundable after 1 year)	Flat Fee	\$50	
Returned Check/ACH	Flat Fee	\$35	
Credit Card Processing Fees	%	3.5%	
Short Term Rental	Flat fee	\$1,500	
Community Center Rental			
Residents		\$100	
Non-Residents		\$300	
Deposit		\$100	

ORDINANCE NO. _____
(Revision of Article 13.01.002 of the Municipal Code,
Regarding Solid Waste Removal Service)

AN ORDINANCE OF THE TOWN OF SHADY SHORES, TEXAS, AMENDING THE MUNICIPAL CODE OF THE TOWN OF SHADY SHORES, BY AMENDING ARTICLE 13.01.002 REGARDING REGULATION OF REQUIRMENTS OF THE SOLID WASTE SERVICE, BY ADDING SECTION 13.01.002 D. ; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$500.00 FOR EACH OFFENSE; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

SECTION 1. THIS ORDINANCE AMENDS THE PROVISIONS OF THE SHADY SHORES MUNICIPAL CODE OF ORDINANCES BY AMENDING ARTICLE 13.01.002 BY ADDING SUBSECTION D. AS SET FORTH BELOW IN ITALICS:

“Sec. 13.01.002 Solid waste removal service

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

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

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

D. All manufactured or mobile home parks; RV parks; or other unplatted property legally developed at a density of more than four units per acre shall provide a trash dumpster, or dumpsters, of the necessary size to accommodate solid waste needs of the residents. The size of the dumpster(s) may be determined by agreement of the property owner and the Town's solid waste service. Failing agreement, the Town Code enforcement Officer or Building Inspector shall determine the size needed. The failure of the property owner or property manager to provide the dumpster(s), and eliminate any individual bag, bin, cart or other collection method on site is a violation of this ordinance. Allowing a dumpster to overflow, or to have trash placed near or adjacent to the dumpster is a violation of this ordinance.

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

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

SECTION 4. Penalty. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a Class C misdemeanor offense, and upon conviction shall be punished by a fine not to exceed the sum of \$500.00 for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

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

Ordinance
Solid waste
Dumpsters—mobile home parks, et al.

ADOPTED this ____ day of _____ 2022 by the Shady Shores Town Council.

APPROVED

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Secretary

APPROVED AS TO FORM:

James E. Shepherd, Town Attorney



**TOWN OF SHADY SHORES
SHADY SHORES TOWN COUNCIL
REGULAR SESSION
JUNE 13, 2022; 7:00 PM
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
Jeff Belton	Councilmember	Present
Bill Emsoff	Councilmember	Present
Mike Nowels	Councilmember	Present

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

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. Oath of Office- Deliver the Oath of Office to the newly elected Councilmembers, Jeff Belton, Place 1, Bill Emsoff, Place 4 and Charles Grimes, Place 5.

Mayor Aughinbaugh delivered the Oath of Office to the newly elected members of the Town Council.
Jeff Belton, Place 1
Bill Emsoff, Place 4
Charles Grimes, Place 5

COUNCILMEMBER/COMMITTEE/STAFF REPORTS:

1. Roads, Drainage, Capital Improvements

Town Engineer Richard Arvizu gave an update on the following road and drainage projects:

Shady Shores Bridge Project- construction is scheduled to begin March 2024.

S.Shady Shores Washout

Dobbs Road 30% Design (almost done); the design portion of this project is scheduled to be complete in August 2022.F

Fritz Lane Road repairs,-Pre Construction Meeting with SPI work was held. Once construction starts, the road will be closed to through traffic but residents that reside along this lane will have access to their home. Olive's Branch Drainage Improvement Project is scheduled to begin in the next few weeks, a pre-construction meeting has been planned for this week. The contractor will begin with performing the grading work on Lakeshore.

Cielo Lane site visibility improvements- the trees scheduled for removal on the north side of Cielo lane are on the USCOE property, this will make the recommended tree removal too costly due to the replacement requirements. Engineering staff will be finalizing the plans for striping and making the improvements, striping and pavement markings, some signage and similar information at the intersection of Fritz and W. Shady.

Oberman Lane Paving and Drainage Improvements, plans are 80% complete, Shahan Addition road and drainage improvements, plans are 45% complete including the drainage concept plan, this would be to bid the Oberman Lane and the Shahan Addition projects these projects at the same time, since some of this drainage will happen at the same time, Shahan Lane Drainage improvements are 80% complete, add on to a current project or seek additional bids.

Street Lights were submitted to Oncor, expect that design from Oncor in the next few days this would consist of design of the layouts and the electrical design, costs above and beyond. Construction could occur within 4-6 weeks.

Keatings Kove right of way survey- signed sealed survey delivered to the town. Monuments were delivered today and the monuments will be delivered today, they will be installed in accordance with that. In addition, engineering was working on outlining requirements and construction costs. It is possible this project could be combined with the Eason Road repair project.

Lakeshore Bluffs comments have been resubmitted to the ECM, still awaiting the construction documents and LCMUA is still reviewing, the documents. Hidden Valley Phase VI preliminary construction plans, the applicant has not submitted a formal application request, really should help the review process.

Shady Lane @ 6th Street culverts, need to put those have the surveyor take a look at those. Work should start on that next week.

2. Keep Shady Shores Beautiful/Community Relations

Community Relations Admin Katie Klein gave the Community Relations Report, and the Community Events report stating the spring clean had been completed and she was awaiting information from one participant to complete her report.

The Town of Shady Shores hosted the Lake Cities Chamber Coffee in May.

Lake Cities 4th of July Parade will be held. We will set up the float in Mayor Aughinbaugh' s hanger on July 1. Volunteers would be welcome to drive the truck and pull the float.

Town Hall will serve as a drop off for the Lake Cities Buzz First Responder water collection drive.

The Town Participated in spot the Cow with the Lake Cities Chamber

Keep Shady Shores Beautiful has collected approximately 179 lbs. of plastic; 120 lbs. were dropped off on dropped on Friday. The bag collection will go towards a bench for the Town Hall Garden area.

3. Planning and Zoning Commission

Councilmember Bill Emsoff gave the Planning and Zoning Commission report.

The Commission meets on May 12, 2022. At that time, the Commission reviewed the Herd Property; however Mr. Herd withdrew his project. It appears that the property is now for sale, so it will more than

likely not come back.

Councilmember Bill Emsoff also reported that at the June 9th meeting members discussed information regarding the Parking Ordinance. The Ordinance was recommended for council approval. The Commission also discussed some of the items from the Strategic Planning Committee, including dark sky community, and hiking trails.

4. Animal Control

Councilmember Charles Grimes gave the Animal Control Report and wanted to remind everyone that the copperheads are out and they are very aggressive.

5. Code Enforcement

Councilmember Charles Grimes gave the Code Enforcement Report.

6. Police Department

Mayor Pro Tom Newell gave the police report stating that the activity was pretty typical this month. Mayor Pro Tem Newell also mentioned that the Corinth PD had added a decal to all their cars that stated "proudly serving Shady Shores" and had the Town's logo.

7. Fire Department

Mayor Pro Tem Tom Newell gave the Fire Report for the month of May stating this was a fairly uneventful month.

8. Staff Report

Town Administrator Wendy Withers gave the staff report.

9. Announcements

CONSENT AGENDA

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

Tom Newell made a motion to approve the items on the consent agenda. Mike Nowels seconded the motion.

Discussion: None

Ayes: Grimes, Newell, Belton, Emsoff, Nowels

Nays: None

The motion passed unanimously.

1. Minutes- Consider and act on approval of the May 9, 2022 Shady Shores Town Council Meeting Minutes, the May 9, 2022 Shady Shores Town Council Worksession meetings and the May 17, 2022 Minutes of the Election Canass.

2. Resolution Voting for a Member of the Denton County 9-1-1 Board- Consider and act on a resolution voting for Jim Carter to serve as a representative to the Denton County 9-1-1 Board.

CITIZENS COMMENTS

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

There was no one signed up to speak.

REGULAR AGENDA ITEMS

1. Mayor Pro Tem- Consider and act on the nomination, vote and appointment of a councilmember to serve as Mayor Pro Tem.

Charles Grimes made a motion to appoint Tom Newell to serve as Mayor Pro Tem. Bill Emsoff seconded the motion.

Discussion: None

Ayes: Grimes, Belton, Emsoff, Nowels, Newell

Nays: None
The motion passed unanimously.

2. Council Liaison Appointments- Consider and act on appointing councilmembers to serve as liaison to various departments and activities.

Charles Grimes will serve as the Liaison to the Corps of Engineers
Jeff Belton will serve as Code Enforcement and Animal Control Liaison

EXECUTIVE SESSION:

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

FUTURE AGENDA ITEMS AND STAFF DIRECTION

Mayor Aughinbaugh stated that the Town had received the Denton Central Appraisal District proposed budget. The public hearing is scheduled for June 23rd, after that the Town Council has 30 days to approve or deny it.

Councilmembers agreed to have a special called meeting on June 27th since there would not be a quorum for the Regular July Town Council meeting.

ADJOURN

Tm Newell motion to adjourn, Jeff Belton seconded the motion and the meeting was adjourned at 7:50 pm.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2022

APPROVED:

Cindy Aughinbaugh, Mayor

Attest:

Wendy Withers, Town Administrator



**TOWN OF SHADY SHORES
SHADY SHORES TOWN COUNCIL
WORKSESSION
JUNE 13, 2022; 6:00 PM
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
Jeff Belton	Councilmember	Present
Bill Emsoff	Councilmember	Present
Mike Nowels	Councilmember	Present

Staff Present: Wendy Withers, Town Administrator; Amber Schuler, Deputy Town Secretary/Municipal Court Administrator; Katie Klein, Community Relations Administrator, Jim Shepherd, Town Attorney.

CALL TO ORDER

Mayor Aughinbaugh called the meeting to order at 6:00 pm.

ROLL CALL

Establish a quorum.

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

WORKSESSION

Budget Worksession and Discussion

- a. Fee Schedule
- b. Salaries and Staffing Discussion
- c. Fritz (roundabout) Discussion- funding options
- d. Inflation and Cost Increases/Fire Department

Councilmembers held a discussion about the Fritz Lane Roundabout proposal, and what the cost might be. Mayor Aughinbaugh stated that it might be costly, however the council wanted to move forward we might have to use reserve funds to fund the project in the budget.

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).

Mike Nowels made a motion to adjourn to Executive session. Bill Emsoff seconded the motion.
Discussion: None

Ayes: Grimes, Belton, Emsoff, Nowels, Newell

Nays: None

The motion passed unanimously, and the Council Adjourned to Executive Session at 6:12 pm.

Mike Nowels made a motion to reconvene into Open Session. Bill Emsoff seconded the motion.

Discussion: None

Ayes: Grimes, Belton, Emsoff, Nowes, Newell

Nays: None

The motion passed unanimously and the Council reconvened into Open Session at 6:59 pm.

There was no action taken as a result of Executive Session.

Mayor Aughinbaugh announced that the Council would recess from the Worksession at 6:59 pm. in order to hold the Regular Town Council meeting.

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Parking Ordinance- Consider and discuss updates to the Parking Ordinance as recommended by the Planning and Zoning Commission.

The Council reconvened into the Worksession at 7:55. Councilmembers discussed the Parking Ordinance and directed staff to place it on the meeting agenda for June 27th.

Social Media Policy/Code of Ethics Update- Conduct a worksession relative to the social media policy and a code of ethics policy for the Town of Shady Shores.

Community Relations Administrator Katie Klein presented some sample and draft policies for social media and ethics. Both were intended for discussion only tonight and not for approval.

Bill Krueger, 103 Cielo Lane, stated he enjoys communicating with people on Facebook and can have instant communication with people. Mr. Krueger stated that he considers social media that the new voice of America and it was a good source find the truth stating "It's a tool of the modern age." Mr. Krueger stated he lives outside of the box and he thinks more people should.

Mrs. Klein stated that this policy addressed more platforms than just Facebook....

Facebook

Instagram

Twitter

Linked

website

newsletter

Town Attorney Jim Shepherd reminded council members that if more than three or more members commented on a Social Media platform it could be a violation of the open meetings act. Moreover, social media is a public forum. The Town has limited ability as to who you can keep off the platform. The safest way to handle the issue is one-way communication. It was also noted that the Town of Shady Shores website is the official form of communication and everything on social media should be directed back to the website.

FUTURE AGENDA ITEMS AND STAFF DIRECTION

ADJOURN

Charles Grimes made a motion to adjourn, Tom Newell seconded the motion and the meeting was adjourned at 9:06 pm.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2022

APPROVED:

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Administrator



AGENDA MEMORANDUM

DATE: August 8, 2022
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Span Contract- Consider and Act on Approval of a Contract with Denton County Span for medical trips.

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Span Policy Lake Cities
2. FY 2023 Shady Shores 07052022

REVIEWED BY:



SPAN, INC. TRANSPORTATION POLICY AND PROCEDURES

LAKE CITIES

Adopted by Span, Inc.'s Board of Directors on March 30, 2022

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INTRODUCTION

Span, Inc. is a private, non-profit that has been serving the residents of Denton County since 1974. Our mission is “to enable people to live as fully and independently as possible by providing nutrition, transportation and social services to older people, people with disabilities, veterans, and the public.” Our vision is “to eradicate senior hunger and to eliminate gaps in transportation in Denton County.”

It is the policy of Span, Inc. that no person shall on the grounds of race, religion, color, national origin, sexual orientation, gender identity or orientation, physical or mental ability, age, or income status be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination or retaliation under any program or activity administered by Span.

Span reserves the right to modify, make additions to, and/or eliminate portions of these policies and procedures at any time. Updated versions of this document will be posted on Span, Inc.’s website, www.span-transit.org.

DESCRIPTION OF SERVICES

Span provides door-to-door, demand response, shared-ride transportation services to individuals residing within Span’s service area, traveling to and from areas within our service area. **In Lake Cities, service is provided to seniors (aged sixty [60] or older – verification of age may be required) and/or people with disabilities (verification of disability may be required) residing in Lake Cities for the purpose of medical treatments, doctor and dentist appointments, and trips to get prescriptions filled.** [See *Disability Certification* section for more information.] **The following trips *outside* of medical purposes are limited to a maximum of four one-way trips per week: Shopping for necessities, travel to and from the public libraries within Lake Cities, participation in the Lake Cities Seniors Program, Employment, Education, Nutrition, Recreation, and Workshop trips.**

If traveling for other reasons, riders may qualify under our Denton County General policies. Span will also assist clients, when possible, who are traveling to destinations outside of Denton County by coordinating with other transportation providers, such as DART (Dallas Area Rapid Transit) and Trinity Metro. Out-of-county trips may require transfer to another bus or to rail service.

Span uses wheelchair-accessible vehicles to transport clients. Our drivers are available to provide limited assistance upon request. ***Our drivers are not trained to provide medical assistance.***

Examples of driver assistance include:

- The driver will assist passengers from the door of a residence or pick-up location to the vehicle, if needed.
- The driver will attempt to notify passengers of arrival.
- The driver will assist passengers in boarding and exiting the vehicle.
- The driver will take the passenger to the door of his/her destination.
- **The driver is the only person permitted to secure wheelchairs and other mobility devices.**

Examples of assistance our drivers will not provide include:

- Assistance getting in or out of a wheelchair.
- Assistance getting ready for the trip.
- Administering medication or oxygen.
- Assisting clients in wheelchairs going up or down stairs.
- Assisting passengers on ramps deemed unsafe.
- Assisting in carrying personal belongings or purchases.

SPAN IS NOT AN EMERGENCY TRANSPORTATION SERVICE.

SPAN, INC. POLICY DOES NOT ALLOW A DRIVER TO LOSE VISUAL CONTACT WITH THE AGENCY VEHICLE AT ANY TIME, FOR ANY REASON.

DEFINITIONS

Aide – An aide is a social services attendant or personal care assistant (PCA) who travels to assist in the needs of a passenger who, otherwise, would not be able to travel alone.

Companion – A companion is anyone, other than an aide or PCA, who travels with a disability-certified passenger.

Demand Response Service – Non-fixed route transportation service utilizing vans or buses with passengers boarding and alighting at pre-arranged times and locations within the provider's service area. Multiple riders with varying destinations may be on the vehicle at the same time.

Disability - With respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment.

Mobility Device – A mechanism such as a wheelchair, walker, or scooter, designed to aid passengers with mobility impairments. The mechanisms can be manually operated or powered.

Late Cancellation – If a passenger cancels their trip on the day of service but does so more than 3 hours before the pick-up time, it will be considered a late cancellation.

No-Show – A no-show occurs when a passenger fails to cancel their trip at least 3 hours before the scheduled pick-up time OR does not board the Span vehicle within 5 minutes after it arrives (within the 30-minute ready-time window).

ParaPass - Span's electronic fare pass. Funds are applied to a passenger's ParaPass card by phoning Span's main office at 940-382-2224 with a valid credit card, by mail via check or money order, or in person between the hours of 9:00 AM and 4:30 PM, Monday through Friday, at 1800 Malone Street, Denton, TX 76201.

Ready-Time Window – A 30-minute window, beginning 15 minutes before and 15 minutes after the scheduled pick-up time during which a passenger should be ready for pick-up.

Service Animals – Animals that are trained to perform tasks for people with disabilities, such as guiding people who are blind or have low vision, alerting people who are deaf, pulling wheelchairs, alerting a person who is having a seizure, or performing other special tasks. Service animals are working animals, not pets.

Service Area – Span serves residents of Lake Cities. See *Description of Services* section for parameters.

Subscription Service – An ongoing standing order is entered into Span's schedule for a person traveling to the same place at the same time each week.

Wheelchair – A mobility aid belonging to any class of 3 or 4-wheeled devices, usable indoors, designed for and used by passengers with mobility impairments. The devices may be manually operated or powered.

SERVICE HOURS

Our hours of operation are 6:00 AM to 6:00 PM, Monday through Friday. Currently, there is no weekend service. Service is provided throughout the year, except the following holidays:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

APPLICATION PROCESS

To use Span, Inc. services, prospective passengers must complete and submit an application, meet the eligibility criteria, and receive approval by Span, Inc. staff. Please also review the Disability Certification information below prior to submitting an application in case that portion also applies to you and additional documents are needed as part of the application process.

Applications may be obtained in the following ways:

- Call the Span Dispatch Office at 940-382-1900.
- Visit our website to print the application to complete it by hand.
- Complete the document online on our website

Once the application is fully completed, and if not completed online, the signed original should be emailed, mailed, dropped off, or faxed to:

Email address – span@span-transit.org

Fax number – 940-383-8433

Span, Inc.
1800 Malone St.
Denton, TX 76201

Please allow a minimum of 21 days to process the application once it has been received by Span. Properly completed applications will be processed immediately upon receipt. Only completed, signed applications will be considered for review.

Once the application has been reviewed and a decision is reached, dispatch will contact the applicant via phone to notify them. If the application is approved, the dispatcher will provide instructions on how to schedule a trip. If the application was not approved, a letter will be mailed via USPS stating the reason(s).

Span reserves the right to determine on an individual basis whether Span has the capability to safely transport a passenger. In the event safety is compromised, Span may decline transportation and will document why service was declined.

It is the responsibility of the passenger to provide their updated contact information, as well as updated emergency contact information, to the Span Dispatch Office when changes occur.

DISABILITY CERTIFICATION

People with disabilities (including some medical conditions) who meet regulatory criteria are entitled to reduced fares. In addition to the application, applicants eligible for the reduced fare must submit a properly completed Certification Form. Both documents must be received and reviewed during the application process to qualify for reduced-fare trips due to disability.

A licensed physician or certified human services professional familiar with the applicant's condition must sign the Certification Form verifying the disability and the applicant's functional limitations if applying for a reduced fare based upon disability. It is recommended that the Certification Form and Application be submitted at the same time to prevent delay of the application review. Examples of licensed or certified human services professionals include Medical Doctor, Psychiatrist, Psychologist, Social Worker, Rehabilitation Professional, Physical/Occupational Therapist, Physician's Assistant, Registered Nurse, and Nurse Practitioner.

Once all documentation is received, Span personnel will make an evaluation and will request any additional relevant information, if necessary, about the applicant's functional limitations related to transportation. The applicant will be notified either by phone or a letter will be mailed via USPS stating the reason(s) once an eligibility determination has been made.

Notice of Eligibility Determination

An applicant who is determined to be eligible for reduced-fare service due to disability will be sent documentation of eligibility via USPS to the address listed on the application. The document will include the name of the eligible individual, the phone number of the Span Dispatch Office, an expiration date for eligibility, and any conditions or limitations on the individual's eligibility including the use of a personal care attendant (PCA).

If the determination is made that an applicant is not eligible for the reduced-fare due to disability, the written notification will state the specific reason(s) for the finding. All applicants have the right to appeal the initial determination of eligibility (see *Grievance and Appeal Procedures*). Span employees and the Span Board of Directors strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill disability eligibility requests, when possible, and will document all attempts at reasonable accommodation.

Reapplication Process

Passengers will need to reapply every three (3) years from the date they are initially approved. Reapplication ensures Span's files are accurate and contain up-to-date information. Span will notify passengers when they are due for the reapplication process.

Accessible Materials for Blind or Low Vision Riders

Span will make reasonable accommodations to assist with the application process. If a person with vision issues calls, dispatch will assist in filling out the application and will fax it to their doctor for them.

Individuals with a vision impairment may request Accessible Materials such as large print, braille, audiotape, and electronic files usable with text-to-speech technology (known as screen reader technology). Requests for Accessibility Materials may be made to the Span Dispatch Office. The Span staff will work with individuals who request information to determine the most appropriate alternative formats.

Alternatives to Audio Communications

For individuals who are deaf or hard of hearing, or who have speech impairments, Span can provide accessible information, including “711” relay service. Visual aids may also be provided upon request. Requests can be made to the Span Dispatch Office.

Reasonable Modification

Span will make reasonable modifications in policies or procedures when the modifications are necessary to avoid discrimination on the basis of disability or to provide program accessibility to services, subject to federal limitations. Span staff will work with riders requesting reasonable modifications and follow up on reasonable modification requests within two weeks of the request date.

To make a Reasonable Modification request, individuals must follow these guidelines:

1. Whenever feasible, requests for modifications shall be made and determined in advance of a scheduled trip before Span is expected to provide the modified service.
Modification requests should be made during the application process.
2. Individuals requesting modifications will need to describe what they need to use the service.
3. When a request for modification cannot practicably be made and determined in advance, Span personnel will make a determination as to whether the modification can be provided at the time of the request.

Drivers and other operations personnel may consult with Span management before deciding to grant or deny the request.

HOW TO SCHEDULE A TRIP

Trip Requests

Requests for service can be made from 8:00 AM until 2:00 PM, Monday through Friday, by calling 940-382-1900.

1. At the time of scheduling your reservation, you will need to provide Span with your name, phone number, the addresses of both the pick-up and drop-off locations and the pick-up and drop-off times. It is advisable to over-estimate the length of your appointment, rather than under-estimate it, as part of the determination of your needed pickup time. Please also let the dispatcher know if you will be accompanied by a personal care attendant, companion, or service animal.
2. Span does not provide pick-up service from public schools.
3. Please note that all scheduling requests can be made as early as 14 days prior or as late as one day prior (by 2:00 PM) to the date of service.
4. Same day call-ins, including unscheduled requests or will-calls for return trips, will not be accepted. Bus drivers are not permitted to make unscheduled trips or stops.

Scheduling

1. Span provides demand response service. We are a shared ride, public transportation service. As such, we will attempt to schedule your pick-up time as close to your requested time as possible, **but we are unable to guarantee requested times. This may require an earlier or later pickup, drop-off, or waiting time.**
2. You will receive a call/text from our automated service the evening prior to your ride, between 5:00 PM and 5:30 PM, informing you of your scheduled pick-up time. In addition, you will receive an "On the Way" notification via phone or text the day of your scheduled trip, approximately 20 minutes before the scheduled pick up/arrival time.
3. Due to traffic, weather, and other conditions beyond our control, ***the vehicle may arrive up to 15 minutes before or 15 minutes after your scheduled pick-up time, our 30-minute window.*** Once the bus has arrived, ***the driver will not wait more than 5 minutes*** for the scheduled passenger to board the bus.
4. Whenever possible, Span will attempt to notify passengers that the vehicle will be early or late beyond the 30-minute window, allowing passengers time to make other arrangements if the vehicle is unavoidably detained. If Span does not have a valid phone number for the passenger, we will be unable to notify the passenger of the scheduling issue. **It is the responsibility of the passenger to provide their updated contact information, as well as updated emergency contact information, to the Span Dispatch Office when changes occur.**
5. Riders should carry any necessary medications with them in the event there is a significant delay. Riders who use oxygen should make sure they have an adequate

supply. Riders who are diabetic or hypoglycemic should bring a small snack. Consumption of food and/or drinks on the bus is strictly prohibited, except for rarely encountered, medically necessary reasons. Please speak with the driver before consuming food or drink on the bus.

6. Only trips with scheduled pick-up times will be entered on the daily schedules.
7. Subscription service is available to a limited number of passengers who travel to the same place at the same time every week. If a subscription slot is made available to a passenger, the passenger will automatically be placed on the schedule for those trips. Subscription passengers must notify the Span Dispatch Office if changes need to be made to their subscription schedule or if the subscription service should be cancelled. A change in time, origination, or destination may change your eligibility for a subscription ride.
8. There may be times Span is unable to schedule service due to a variety of factors, including increased rider demand, capacity constraints, and staffing/scheduling limitations. However, we make every attempt to accommodate requested dates and times.

INCLEMENT WEATHER

Span, Inc. reserves the right to suspend, modify, or cancel service during times of hazardous weather conditions that have the potential to jeopardize the safety of our riders, drivers, or vehicles. If the roads are deemed unsafe by the Transportation Manager, we will not transport and you will not receive a confirmation call the night before.

In the event of severe winter weather, please check local news websites for updates.

SPAN LAKE CITIES FARES

The current fares for Lake Cities riders are

- General Public - \$6.00 per one-way trip
- Disabled (requires eligibility certification) - \$3.00 per one-way trip
- Senior (aged sixty [60] or older – verification of age may be required) - \$3.00 per one-way trip

Without exception, Span passengers must pay the one-way fare, to the bus driver PRIOR to the vehicle's departure. ParaPasses and cash are the only forms of payment accepted. Please have your ParaPass or the exact fare amount ready. Since the same bus/driver may not be providing the return trip, advance payments and round-trip payments are not permitted. Passengers shall pay the fare in **exact change** or with a ParaPass. Drivers cannot make change.

If you do not pay the correct fare, the driver is required to contact the Span Dispatch Office. A determination will be made, and the ride may be denied. In that case, a no-show may be notated on your account.

ParaPasses

A ParaPass is Span's electronic fare pass. Funds are applied to a passenger's ParaPass card by phoning Span's main office at 940-382-2224 with a valid credit card, by mail via check or money order, or in person between the hours of 9:00 AM and 4:30 PM, Monday through Friday, at 1800 Malone Street, Denton, TX 76201.

New requests for a ParaPass submitted by mail should include the address to which the ParaPass should be mailed, along with the requested amount of money that should be applied to your account in the form of a check or money order made payable to Span, Inc. Please do not mail cash.

If the ParaPass is lost, please call Span's main office at 940-382-2224 for a replacement.

Gratuities and Tips

Drivers are not allowed to accept gratuities, tips, or gifts.

AIDES, COMPANIONS, AND ANIMALS

Aides/Personal Care Attendants (PCAs)

An aide is a social services attendant or personal care attendant (PCA) who is required to travel with a passenger, based on the disability certification. When an aide is required, the aide rides for free. The aide must be picked up and dropped off at the same address as the passenger. Riders who have a disability certification indicating an aide is required will not be transported if an aide is not accompanying them.

When a trip is scheduled, the Span Dispatch Office must be notified that an aide will be riding, so the aide can be placed on the schedule in addition to the passenger.

Under certain circumstances, Span may request that a passenger ride with an aide. Span does not provide aides.

Companions

A companion is anyone other than an aide who travels with a passenger. A companion will be required to pay a fare equivalent to the fare paid by the registered passenger. When a trip is

scheduled, the Span Dispatch Office must be notified that a companion will be riding, so the companion can be placed on the schedule in addition to the passenger. Last-minute companion additions will be scheduled if there is availability on both the A and B legs.

Animals

Per FTA guidelines, a service animal is: *Any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.*

Guide dogs and other service animals are permitted on Span vehicles and are allowed to accompany passengers. Other small animals are also allowed, but they must be contained in an approved pet travel kennel and must be restrained in the kennel throughout the trip. When scheduling a trip, passengers must indicate that an animal will be accompanying the passenger. Control of the animal is the responsibility of the rider. If an animal's behavior creates a hazard or direct threat, the rider is responsible for any damages or injuries.

CANCELLATIONS, WAIT TIME, NO-SHOW, LATE CANCELLATION, AND PENALTIES

Span acknowledges that unavoidable situations may arise that result in a passenger needing to cancel or miss a scheduled trip. However, frequent and excessive late cancellation and/or no-show of scheduled trips negatively affects our ability to serve all our riders. Span's goal is to educate passengers on our policies as a means of reducing the incidences of late cancellations and/or no-shows.

Cancellations

If you need to cancel a trip, please call the Span Dispatch Office at 940-382-1900 as soon as possible.

Wait Time

Riders are expected to be ready to ride when the bus arrives. Span bus drivers will not wait longer than five (5) minutes from the arrival time for passengers to board the vehicle. If the vehicle arrives within the 30-minute ready window (15 minutes before to 15 minutes after the scheduled pick-up time), the passenger must board the vehicle within 5 minutes of arrival time. Passengers or their associates may not ask the bus driver to delay this five-minute interval under any circumstances; this is to assure the timely pick-up and transport of all Span passengers. See *Scheduling* section for more information.

No-Show

Failure to meet the vehicle within five (5) minutes from the time of arrival will constitute a no-show. If a passenger fails to cancel their trip within three (3) hours before the scheduled pick-up time, that will also be considered a no-show. A passenger is allowed two (2) no-shows per calendar month without penalty.

Span understands that some no-shows are beyond the rider's control and those instances will not be counted as no-shows. Potential examples of excused no-shows include:

- Family emergency
- The scheduled appointment was canceled or rescheduled for reasons that are not the fault of the rider
- Illness that prevents the rider from being able to call and cancel
- The Personal Care Attendant (PCA) did not arrive in time to assist the rider
- The rider's mobility device failed

Late Cancellation

If a passenger cancels their trip on the day of service but does not do so at least three (3) hours prior to the pick-up time, it will be considered a late cancellation. A passenger is allowed four (4) late cancellations per calendar month without penalty.

Subscription Service Changes

Subscription service riders should contact the Span Dispatch Office at 940-382-1900 as soon as possible if a ride is not needed on a normally scheduled day. Advance notifications allow us to plan changes to our schedules, avoid any no-show notations on your account, and schedule our other riders more efficiently.

Penalties

We would certainly prefer not to have to penalize anyone. However, behavior that inflicts disruption and inconvenience for our riders, drivers, and office staff will not be tolerated.

- Three (3) no-shows in a thirty (30)-day period will result in the suspension of services for one (1) week. In the event there are three (3) no-shows during a thirty (30)-day period a second time, services will be suspended for two (2) weeks. If the problem persists, services may be suspended indefinitely.
- Five (5) late cancellations in a (30)-day period may result in the suspension of services for one (1) week. If the problem persists, services may be suspended indefinitely.

- Span may impose reasonable penalties for any passenger who develops a pattern or practice of missing scheduled trips, including indefinite suspension of services.
- Subscription riders who face penalties may lose their subscription slot.

The suspension will go into effect seven (7) days after notification of the suspension has been made to the rider.

MOBILITY DEVICES

Span vehicles, in compliance with the ADA and the Federal Code of Regulations, are designed to carry passengers utilizing wheelchairs. A wheelchair is defined as a mobility aid belonging to any class of three or more-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered. *All mobility devices must be secured by the Span driver and the device must face forward during transportation.*

Span reserves the right to deny service if the mobility device is unable to fit safely on the vehicle.

SEATBELTS AND RESTRAINTS

Span policy requires that all passengers wear seatbelts at all times for their own safety, as well as the safety of other passengers. All wheeled mobility devices must be properly secured at all times the Span vehicle is in operation.

CARRY-ON ITEMS

You may only board the vehicle with packages you are able to carry yourself and maintain control of at all times. No bulk items are allowed (i.e., cases of drinks, bulk paper products, large bags of pet food or bags of potting soil). Your packages cannot block the aisle, displace another rider, or otherwise create a safety hazard. Drivers do not assist riders with packages.

Priority Seating

Priority seating is made available on Span vehicles and is designated for the elderly and persons with a disability. Persons sitting in those locations who are not elderly or disabled may be asked to vacate their seat to make room for an individual with a disability. Priority seating and the securement areas are intended to accommodate riders with disabilities.

RIDER COURTESY AND CONDUCT

- Riders shall maintain appropriate, reasonable personal hygiene.
- Shirts and shoes or other footwear must be worn.
- Service animals accompanying other riders should not be pet without the permission of the owner.

To ensure the safety and comfort of all passengers and the driver, the following activities are prohibited on all vehicles. Persons who engage in these activities may be refused service.

- Playing radios or using other devices that make sound, without using headphones
- Smoking, including the use of electronic cigarettes
- Eating or drinking
- Consuming alcoholic beverages
- Using or possessing illegal drugs
- Using obscene or abusive language
- Indecent exposure or sexual conduct
- Harassment or bullying
- Violent, disruptive, or threatening behavior
- Shoving, pushing, or behaving in a disorderly manner
- Interfering with the driver
- Causing actual or potential damage to the vehicle

Span reserves the right to deny service, including removing the passenger from the bus, if the situation is determined to be unsafe for the passenger, other passengers, the driver, or the public.

TERMINATION OF SERVICES

If a passenger does not follow Span Inc.'s policies and guidelines, services will be terminated as follows:

- If feasible, a verbal warning will be given.
- If the verbal warning does not result in compliance, the passenger will receive a detailed, written warning concerning the area(s) of non-compliance and possible sanctions.
- If compliance is not achieved after the written warning, the passenger will be notified in writing that their use of Span's services is suspended for 30 days, with a statement of the reason(s) for suspension.
- Failure to follow Span Inc.'s policies and guidelines an additional time will result in permanent termination of services, effective immediately. The passenger will be

notified in writing that their use of Span's services is permanently terminated, with a statement of the reason(s) for termination.

Span reserves the right to immediately terminate services without prior warning if a passenger poses a safety risk to themselves or any other person.

GRIEVANCE AND APPEAL PROCEDURES

1. Any individual has the option to appeal a suspension, termination, or rate eligibility determination. Appeals must be presented in writing within 30 days. Span's Executive Director will hear first appeals. Span service will not be suspended while the Span Executive Director is considering an appeal unless the suspension or termination resulted from behavior that was determined to pose a risk to the passenger or others. A decision will be made within two weeks (14 days). If the Executive Director upholds the determination, the individual may request that the matter be reviewed by a panel of Span board members, designated by the Span Board Chair.
2. If an individual requests an appeal of the Executive Director's decision, the Span board member panel will review all material submitted. A decision will be made within thirty (30) days. Span service will not be suspended while the Span board panel is considering an appeal unless the suspension or termination resulted from behavior that was determined to pose a risk to the passenger or others.
3. Span will notify the individual, in writing, of the Span board panel's ruling on all appeals. The notification will outline the ruling and the reason(s) for it.
4. Once the individual has been informed of the initial ruling or the ruling from an appeal, the determination will go into effect the following business day.
5. Span requires that all appeals be made within 30 days of notification of sanctions or eligibility determination.
6. All decisions made by the Span board panel are considered final.

Span Employees and the Span Board of Directors will strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill eligibility requests when possible, and will document all attempts at reasonable accommodations.

CUSTOMER COMPLAINTS

Span takes all complaints seriously and records, investigates, and responds to each complaint, including Americans with Disabilities Act (ADA) complaints. Span is committed to resolving complaints in a prompt and equitable manner.

Span reserves the right to extend the complaint investigation beyond in-person communication to include additional information sources, such as:

- Video recordings from on-board cameras and facility surveillance
- Recordings of telephone calls
- Written communications (paper and/or electronic, including faxed documents)
- System data including location tracking, dispatch records, and reservation notes and data input
- Driver manifests (paper and/or electronic)
- Interviews with transit agency employees or contractors and other riders who may be witnesses to the incident
- Any additional source determined to have relevance

Customer Complaint Process

Complaints concerning Span's demand response transportation service by passengers or caretakers of passengers, or any other authorized representative of the passenger should be reported to the Span Transportation Department by one of the following methods:

- Calling Span at 940-382-1900 and asking to speak to the Transportation Supervisor or Transportation Manager.
- Sending an email to span@span-transit.org.
- Mailing a letter to Span, Inc, Attn: Transportation Manager, 1800 Malone Street, Denton, TX 76201; or
- Sending a fax to the Transportation Supervisor or Transportation Manager at 940-383-8433.

When the complaint is reported, please include as much information as possible; including the nature of the complaint, date and time of the incident, the location where it took place, the names of the people involved (if known), and any other relevant information.

Service Complaint Form

Please see the last page of this document for a copy of our *Span, Inc. Transportation Service Complaint Form*. You can also complete the *Complaint Form* on our website, www.span-transit.org.

TITLE VI

Span operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Span.

For more information on Span's Title VI program, the procedures to file a complaint, or to file a complaint contact the Executive Director at 940-382-2224; email span@span-transit.org; or visit our administrative office at 1800 Malone Street, Denton, TX 76201. For more information, visit www.span-transit.org.

Span opera sus programas y servicios, sin distinción de raza, color u origen nacional, de conformidad con el Título VI de la Ley de Derechos Civiles. Cualquier persona que cree que él o ella ha sido perjudicada por una práctica discriminatoria ilegal bajo el Título VI, puede presentar una queja con Span.

Para obtener más información sobre Span 's Título VI programa, los procedimientos para presentar una queja, o para presentar una queja contacto el Director Ejecutivo al 940-382-2224; lapso de correo electrónico @ ñol@span-transit.org; o visite nuestra oficina administrativa en 1800 Malone Street, Denton, TX 76201. Para obtener más información, visite www.span-transit.org.

A complaint may also be filed directly with the:

Texas Department of Transportation, Attn: TxDOT-PTN, 125 E. 11th Street, Austin, TX 78701-2483, or

Federal Transit Administration, Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590.

If information is needed in another language, contact 940-382-2224. Para más información llame a este número 940-382-2224.



Span, Inc. Transportation Service Complaint Form

Date of Complaint _____

This complaint is being made by:

Client _____ Client Representative _____ Driver/Staff _____ Member of the Community _____

If you selected Client Representative, please list the client's name _____

Your Name _____ Telephone Number _____

Street Address _____ City _____ Zip Code _____

Email address _____

Date of issue that resulted in this complaint _____ Approx. time _____

Passenger Name _____ Vehicle Number _____

Driver/Employee Name _____ Route Number _____

Please explain the reason for your complaint and provide as much detail as possible:

Signature _____ Date _____

Mail to Span, Inc., Attn: Transportation Mgr., 1800 Malone St., Denton, TX 76201;

email to span@spantransit.org; or fax to 940-383-8433.

.....
Supervisor/Manager Response/Resolution to Complaint:

Supervisor/Manager Signature _____ Date _____

STATE OF TEXAS §
COUNTY OF DENTON §

INTERLOCAL AGREEMENT FOR SERVICES

THIS SERVICE AGREEMENT ("Agreement") is entered into by and between Shady Shores, Texas ("CITY"), acting by and through its duly authorized designee and Span, Inc., ("SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)(3) of the Internal Revenue Code, acting by and through its duly authorized Executive Director. The CITY or SPAN may hereinafter be referred to individually as a "Party" or collectively as "Parties."

RECITALS:

- WHEREAS,** SPAN enables people to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public; and
- WHEREAS,** the success of or failure of the SPAN's purposes and goals has a relation to the health and welfare of the citizens of the CITY; and
- WHEREAS,** the CITY is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and
- WHEREAS,** the CITY recognizes that it needs transportation alternatives for its elderly, and disabled citizens to seek routine medical care and to deal with daily routine matters, and the CITY desires to assist and provide public transportation to said citizens; and
- WHEREAS,** CITY desires to engage SPAN as an independent contractor, and not as a joint venture, partnership, or employee, to provide the transportation services described herein; and
- WHEREAS,** SPAN is authorized as a non-profit corporation, grandfathered under the Texas Transportation Code to provide this type of transportation to municipalities found in whole or in part within Denton County, Texas; and
- WHEREAS,** SPAN desires to provide transportability services for CITY on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.01. This Agreement shall commence on October 1, 2022 ("Effective Date") and continue until September 30, 2023.

1.02. Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party, subject to federal requirements related to public transportation.

Article II Service

2.01. In accordance with this Agreement, SPAN shall provide door-to-door demand response transit services to the CITY's residents who are sixty (60) years of age or older and persons with documented disabilities, or sixty-five (65) years or older and persons with documented disabilities when 5310 funds are used in support of this Agreement ("Riders").

2.02. Riders shall be picked up within service area and taken anywhere in the SPAN/CITY transit service destination area shown on Exhibit "A" hereto ("Service Area"), at a cost to the Riders of Three Dollars (\$3.00). The Riders shall remit the total fare recited in this section at or prior to the time the service is rendered. SPAN Transportation policy and procedures are attached hereto and incorporated herein as Exhibit "B" ("the Policy").

2.03. Situations may arise when Riders call and request service that is not identified as a part of the Service Area. SPAN may make a request to the CITY's appointed representative to accommodate the Rider by temporarily transporting outside of the Service Area. The Service Area may be more permanently amended at the request of either Party, if both Parties mutually agree to such amendment of Exhibit A in writing.

2.04. Riders may call at least one (1) day in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off. Riders may schedule by calling SPAN'S Transportation Office at 940-382-1900, weekdays between the hours of 8:00 a.m. and 2:00 p.m. Demand response transit service is available between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding Saturday, Sunday, major holidays and subject to capacity constraints and availability.

Article II

Schedule of Work

3.01. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.

3.02. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a Rider, based on the information provided. If SPAN determines that a Rider cannot safely be transported, SPAN shall decline transportation and shall provide documentation as to the reason why service was declined.

3.03. The CITY shall have the right to review the activities and financial records kept incident to the services provided to the Riders by SPAN under this Agreement. In addition, SPAN shall provide monthly ridership information to the CITY appointed designee specifically identifying the number of Rider trips including rider origination, destination, and purpose.

3.04. SPAN will inform riders that their trips to the doctor or dentist's office, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services to schedule free transportation through Medicaid by calling toll free 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP, Monday through Friday between 8:00 a.m. and 5:00 p.m., at least two days before their appointment or trip.

Article IV

Compensation and Method of Payment

4.01. SPAN is receiving CARES Act, federal funding for transportation operations, which will allow for 100% reimbursed billing without the need for local funding match from the CITY. SPAN's demand response transportation will be provided to the CITY without fee for the entirety of the Agreement or until CARES Act funding is expended, whichever occurs first. SPAN invoices will not be sent, nor payments made by CITY while CARES Act funding is being utilized. Should CARES Act funding be fully expended prior to the end of the Term, the Parties shall mutually agree upon a CITY local funding match to provide for the services under this Agreement. Such CITY local funding match shall be in effect from the time when the CARES Act funding is expended until the end of the Term.

4.02. Payment for other support services may be added to the Agreement as follows: None.

Article V

Devotion of Time, Personnel, and Equipment

5.01. SPAN shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should CITY require additional services not included under this Agreement, SPAN shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with SPAN's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.02. To the extent reasonably necessary for SPAN to perform the services under this Agreement, SPAN shall be authorized to engage the services of any agents, assistants, persons, or corporations that SPAN may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid SPAN hereunder and shall not otherwise be reimbursed by CITY unless otherwise agreed to in writing.

5.03. The CITY shall not be required to furnish any facilities, equipment, or personnel necessary to perform the services required under this Agreement unless otherwise provided herein. The Services provided under this Agreement are based on availability.

5.04 SPAN reserves the right to suspend or terminate Riders who violate SPAN's policies and procedures.

Article VI

Miscellaneous

6.01. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.02. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

6.03. Successor and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

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

6.05. Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.06. Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.07. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.08. Independent Contractor. It is understood and agreed by and between the Parties that SPAN, in satisfying the conditions of this Agreement, is acting independently. All services to be performed by SPAN pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of CITY. SPAN shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. Nothing contained herein shall constitute or provide for as a waiver of the CITY's immunity under state or federal law.

6.09. Notice. Any notice required or permitted to be delivered hereunder may be sent by electronic mail, first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for CITY:

CITY Designee
Shady Shores, Texas
101 S. Shady Shores Road
Shady Shores, Texas 76208
940-498-0044

If intended for SPAN:

Michelle McMahon
Executive Director
Span, Inc.
1800 Malone Street
Denton, Texas 76201
940-382-2224 – Office

6.10. Insurance.

(a) SPAN shall during the term hereof maintain in full force and effect the following insurance:

(1) a comprehensive commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to SPAN's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage with an aggregate of \$2,000,000.00.

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by SPAN, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$5,000,000.00 combined single limit and aggregate for bodily injury and property damage.

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of SPAN's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(b) All policies of insurance shall be endorsed and contain the following provisions:

(1) provide CITY, its officers, and employees with indemnification under all applicable coverage with the exception of Workers Compensation Insurance;

(2) provide for at least thirty (30) days prior written notice to CITY for cancellation of the insurance.

(3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. SPAN shall provide written notice to CITY of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by CITY.

6.11. In performing services under this Agreement, the relationship between the CITY and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the CITY. It is expressly understood that the CITY assumes no operational supervision, control or oversight to the services provided under this Agreement. CITY does not have any ownership or beneficial interest in the business; and does not share any profits or losses generated from the business.

6.12. Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF SPAN PURSUANT TO THIS AGREEMENT. SPAN HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. SPAN AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY SPAN'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF SPAN, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE SPAN SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO SPAN AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). SPAN'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SPAN UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13. Confidentiality Clause. Both Parties agree to endeavor to take all reasonable measures to keep in confidence the execution, terms and conditions as well as performance of this Agreement, and the confidential data and information of any Party that another Party may know or access during performance of this Agreement ("Confidential Information"), and shall not disclose, make available or assign such Confidential Information to any third Party without the prior written consent of the Party providing the information.

6.14. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the Parties hereto.

6.15. Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.16. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[Signature Page to Follow]

EXECUTED this _____ day of ___,2022

CITY OF SHADY SHORES, TEXAS

By: _____
Cindy Aughinbaugh, Designee

ATTEST:

By: _____
Wendy Withers, Secretary

EXECUTED this _____ day of _____,2022

SPAN, INC

By: _____
Michelle McMahon, Executive Director

EXHIBIT A
SERVICE AREA

All of Denton County.

EXHIBIT B
TRANSPORTATION POLICIES AND PROCEDURES

Attached as separate document, which may be amended from time to time.



"HONOR-INTEGRITY-PRIDE-SERVICE"

August 3, 2022

Ms. Wendy Withers
Town Manager
Town of Shady Shores
101 S. Shady Shores Dr.
Shady Shores, TX 76208

Dear Ms. Withers:

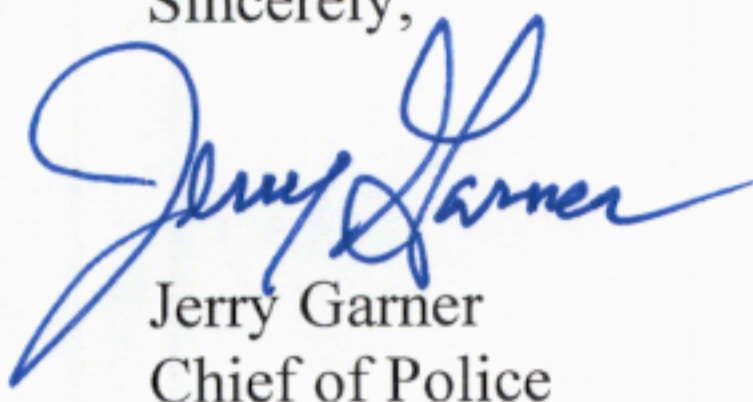
As it is my understanding that the town is about to do a review of the Shady Shores juvenile curfew ordinance, I hope you will permit me to weigh in on the considerable value of this law as a public safety asset.

The ordinance gives your Corinth police officers the legal grounds to stop obviously-underage youngsters who are out and about in the middle of the night and inquire as to their business. If they are out for legitimate purposes, the contact is a very brief one and the youngster is released to go on his or her way. If the youngster's explanation is, well, dubious, the officer may call a parent for confirmation. And if the young person is clearly in violation of the ordinance, the usual police response is to send him or her home, take the youngster home, or call a parent to come and get him or her. Rarely is a summons to court issued under the ordinance.

Our experience has shown that this ordinance has served well to both protect our youngsters from harm and help in preventing juvenile crime, such as vandalism and vehicle break-ins. It is my hope that the town will continue the ordinance in effect.

Please feel free to contact me if you have any questions about my position.

Sincerely,



Jerry Garner
Chief of Police

Jerry Garner
Chief of Police

Corinth Police Department
3501 FM 2181 Suite A
Corinth, Texas 76210

Phone: (940) 279-1500
Fax: (940) 279-1858

ORDINANCE NO. _____
(Continuation of Juvenile Curfew Ordinance)

AN ORDINANCE OF THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS' CONTINUING THE PROVISIONS OF ORDINANCE NO. 191-3-2007 ESTABLISHING A CURFEW FOR MINORS, HAVING REVIEWED THE ORDINANCE AS TO ITS EFFECTS ON THE COMMUNITY, CONDUCTED A PUBLIC HEARING, AND DETERMINED A CONTINUATION OF THE CURFEW ORDINANCE IS APPROPRIATE; PROVIDING A REPEALING CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Shady Shores, Texas has deliberated the issues regarding the activity and safety of minors under the age of seventeen in the Town of Shady Shores between the hours of 12:00 A.M. and 6:00 A.M.; and

WHEREAS, the Police Department for the Town has confirmed the positive effects of the existing curfew ordinance and does recommend the curfew be extended, and

WHEREAS, the Town Council has held public hearings on the issue of the continuation of the Juvenile Curfew Ordinance; and

WHEREAS, the Town Council has determined the Juvenile Curfew Ordinance is beneficial to the Town, and has a positive effect on solving problems related to juveniles out late at night; and

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

SECTION 1.

The Town Council has determined the recitations above in this ordinance are true.

SECTION 2.

Ordinance No. 191-03-2007, the Juvenile Curfew Ordinance of the Town of Shady Shores, is hereby extended for a three (3) year term. The Ordinance will be evaluated again prior to the expiration of the three-year term, on or before September 30, 2025.

SECTION 3. REPEALER

All provisions of the Ordinances of the Town of Shady Shores in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinance of

the Town of Shady Shores not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. SEVERABILITY

It is hereby declared by the Town Council of the Town of Shady Shores that if any of the sections, paragraphs, sentences, clauses or phrases of this Ordinance shall be declared unconstitutional or otherwise illegal by the valid judgment or decree of any court of competent jurisdiction, such event shall not affect any remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance.

SECTION 5. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and publication of the caption, and it is so ordained.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS ON THIS _____ DAY OF _____, 2022.

Cindy Aughinbaugh, Mayor

Attest:

Wendy Withers, Town Secretary

Approved as to form:

James E. Shepherd, City Attorney

RESOLUTION NO. _____

RESOLUTION OF THE TOWN OF SHADY SHORES A GENERAL LAW CITY AND QUALIFIED TAXING ENTITY OF DENTON COUNTY, TEXAS, CASTING A VOTE OF DISAPPROVAL OF THE DENTON COUNTY APPRAISAL DISTRICT ("DCAD") 2023 BUDGET AS APPROVED BY THE DCAD BOARD OF DIRECTORS; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in January 2022, the Denton County Commissioners Court called on the Denton County Appraisal District Board of Directors ("DCAD Board") to review the operations of the Denton County Appraisal District ("DCAD"), and in response, an outside consultant, Western Valuation and Consulting ("Consultant") was retained to review DCAD operations and provide a report; and

WHEREAS, at the June 23, 2022 meeting of the DCAD Board, Consultant provided a presentation to allow the DCAD Board to review the challenges and opportunities that DCAD has faced and will face in the upcoming years, including operations, facilities, and personnel needs, and the proposed 2023 budget to fund DCAD; and

WHEREAS, the DCAD Board took action on July 28, 2022 to adopt its 2023 budget; and

WHEREAS, as a representative of the public and as a Denton County taxing entity, it is an obligation of the Town of Shady Shores to ensure that DCAD, as an entity entrusted with tax dollars, operates at optimum levels with efficiency, that the DCAD budget reflects funding necessary to fairly meet its operational needs, and that the DCAD budget allows DCAD to provide the level of service necessary to provide good service for Denton County taxpayers; and

WHEREAS, after adoption of the 2023 budget by the DCAD Board, each Denton County taxing unit has one (1) vote that it may cast via resolution to disapprove the DCAD budget and such action must be taken within thirty (30) days of the date of adoption of the DCAD budget or the DCAD budget will be automatically approved; and

WHEREAS, based upon the information provided by the Consultant and the budget proposed by DCAD, the Town Council has determined that the proposed DCAD budget does not serve the interests of the Town's constituents and has determined it appropriate to adopt this Resolution disapproving the 2023 DCAD budget; and

WHEREAS, the Town Council has determined it appropriate to disapprove the 2023 DCAD Budget until a Strategic Plan that addresses the issues identified by the Consultant and provides a plan for DCAD to meet the needs of the Denton County taxing entities that it serves;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:

Section 1. The foregoing recitals are the findings of the Shady Shores Town Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2. The Town Council hereby adopts this Resolution casting its vote of disapproval of the 2023 DCAD budget as adopted by the DCAD Board on July 28, 2022.

Section 3. This Resolution shall become effective immediately upon its passage and approval.

PASSED, APPROVED AND ADOPTED on this ____ day of August 2022

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers,
Town Administrator/Secretary

APPROVED AS TO FORM:

Jim Shepherd
City Attorney



AGENDA MEMORANDUM

DATE: August 8, 2022
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Financial Reports- Consider and act on approval of the FY 2022 3rd Quarter Financial Reports.

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. GLBalanceSheetReport1_40 PM
2. Summary General Fund Report June 2022
3. Capital Improvements Quarterly Report (1)

REVIEWED BY:

Town of Shady Shores
Balance Sheet
As of June 30, 2022

7/27/2022 1:40 PM

Account Type	Account Number	Description	Balance	Total
100 - General Fund				
Assets				
	100-1000	Consolidated Cash Equity	271,963.84	
	100-1020	General Fund Chkg -Northstar	5,776.59	
	100-1021	Solid Waste and Recycling Chkg	125,292.56	
	100-1022	General Fund - Reserved	48,546.34	
	100-1023	Reserve Account	25,505.82	
	100-1024	GreenBank - Savings	27,417.91	
	100-1025	TX Republic Chkg	234,804.11	
	100-1026	Certificate of Deposit	0.00	
	100-1027	Access Bank- Savings	200,713.90	
	100-1028	Oakwood Bank	234,212.34	
	100-1029	Tex Pool Investment Account	558,622.60	
	100-1030	Covid Relief Funds	352,440.03	
	100-1031	Logic Investment Account	501,364.76	
	100-1032	Capital Improvements Account	1,519,059.49	
	100-1040	Petty Cash	97.43	
	100-1110	Accounts receivable	33,302.55	
	100-1299	Undeposited Funds	0.00	
	100-1300	BOND PROCEEDS	0.00	
	100-1310	Inventory Asset	0.00	
	100-1450	Prepaid expenses	29,654.81	
	100-1451	Interest Receivable	(306.08)	
	100-1452	INTEREST RECEIVABLE	254.63	
	100-1461	Taxes Receivable	7,257.10	
	100-1462	Due from Other Governments	0.00	
	100-1463	Rent Deposit	0.00	
	Total Assets		4,175,980.73	
				4,175,980.73

Town of Shady Shores
Balance Sheet
As of June 30, 2022

7/27/2022 1:40 PM

Account Type	Account Number	Description	Balance	Total
100 - General Fund				
Liabilities				
	100-2000	Accounts Payable / Due To Consolidated Cash	(2,495.26)	
	100-2010	Accounts payable	191,380.13	
	100-2098	Wages Payable	(10,248.59)	
	100-2100	Payroll Liabilities	(1,673.18)	
	100-2101	Payroll Liability	5,304.33	
	100-2102	Sales Tax	(61,225.10)	
	100-2103	Federal Withholding	3,300.82	
	100-2104	Social Security	10,567.67	
	100-2105	Medicare	2,594.70	
	100-2106	Health Care	(760.81)	
	100-2107	TMRS	39,060.72	
	100-2108	Life Insurance	1,115.98	
	100-2111	Direct Deposit Liabilities	0.00	
	100-2113.1616	Keep SSB Garden Donations	66.00	
	100-2115	BP - Refund Payable	0.00	
	100-2116	BP - Deposit Refund Payable	0.00	
	100-2117	BP - Bond Liability	0.00	
	100-2140	Accrued sales taxes	13,102.97	
	100-2151	Deferred Taxes	7,257.10	
	100-2152	Solid Waste Deposit	8,940.71	
	100-2160	Municipal Court Technology Fund	(1,000.00)	
	100-2161	Municipal Court Security Fund	0.00	
	100-2162	Child Safety Fees	3,530.72	
	100-2165	Credit Card Convenience Fees	3,334.01	
	100-2300	Town Reserve Fuinds	0.00	
	100-2301	Emergency Operating Reserves	0.00	
	100-2302	Capital Reserves	0.00	
	100-2303	Roads,Bridge,Drainage Emergency	0.00	
	100-2400	State Fee	29,072.22	
	100-2401	Collection Agency Fees	11,927.90	
	100-2402	Juror Reimbursement Fee	961.03	
	100-2403	Indigent Defense Fund	458.43	
	100-2404	Moving Violation Fee	11.90	
	100-2405	State Traffic Fee	14,823.66	
	100-2406	OmniBase/FTA Fee	2,090.98	
	100-2407	OmniBase FTA Fee - Omnibase	656.00	

Town of Shady Shores
Balance Sheet
As of June 30, 2022

7/27/2022 1:40 PM

Account Type	Account Number	Description	Balance	Total
100 - General Fund				
Liabilities				
	100-2408	Time Payment	1,065.72	
	100-2409	Judicial Support Fee	1,382.32	
	100-2410	Truancy Prevention and Diversion Fund	2,267.10	
	100-2411	Bond Liability	200.00	
	100-2412	Child Safety Seat Belt Fine	0.00	
	Total Liabilities		<u>277,070.18</u>	
Fund Balance				
	100-3000	Fund Balance	1,678,557.95	
	100-3001	Fund Balance	0.00	
	100-3002	General Reserve Account	299,573.16	
	100-3003	Roads and Bridges Reserve Accou	848,505.77	
	100-3004	Capital Improvements Reserve	100,000.00	
	100-3010	Unrestrict (retained earnings)	1,299,296.01	
	Total Fund Balance		<u>4,225,932.89</u>	
		Total Revenue	2,179,774.01	
		Total Expenses	<u>2,350,720.73</u>	
		Current Year Increase (Decrease)	(327,022.34)	
		Fund Balance Total	4,225,932.89	
		Current Year Increase (Decrease)	<u>(327,022.34)</u>	
		Total Fund Balance/Equity	<u>3,898,910.55</u>	
	Total Liabilities & Fund Balance			<u><u>4,175,980.73</u></u>

Town of Shady Shores
Balance Sheet
As of June 30, 2022

7/27/2022 1:40 PM

Account Type	Account Number	Description	Balance	Total
210 - MC Building Security Fund				
Assets				
	210-1000	Consolidated Cash Equity	2,911.40	
	Total Assets		2,911.40	
				2,911.40

Town of Shady Shores
Balance Sheet
As of June 30, 2022

7/27/2022 1:40 PM

Account Type	Account Number	Description	Balance	Total
210 - MC Building Security Fund				
Liabilities				
	210-2000	Accounts Payable / Due To Consolidated Cash	0.00	
	Total Liabilities		0.00	
Fund Balance				
	210-3000	Fund Balance	2,213.15	
	Total Fund Balance		2,213.15	
		Total Revenue	698.25	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	698.25	
		Fund Balance Total	2,213.15	
		Current Year Increase (Decrease)	698.25	
		Total Fund Balance/Equity	2,911.40	
	Total Liabilities & Fund Balance			2,911.40

Town of Shady Shores
Balance Sheet
As of June 30, 2022

7/27/2022 1:40 PM

Account Type	Account Number	Description	Balance	Total
220 - MC Technology Fund				
Assets				
	220-1000	Consolidated Cash Equity	2,970.55	
	Total Assets		2,970.55	
				2,970.55

Town of Shady Shores
Balance Sheet
As of June 30, 2022

7/27/2022 1:40 PM

Account Type	Account Number	Description	Balance	Total
220 - MC Technology Fund				
Liabilities				
	220-2000	Accounts Payable / Due To Consolidated Cash	0.00	
	Total Liabilities		0.00	
Fund Balance				
	220-3000	Fund Balance	2,382.28	
	Total Fund Balance		2,382.28	
		Total Revenue	588.27	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	588.27	
		Fund Balance Total	2,382.28	
		Current Year Increase (Decrease)	588.27	
		Total Fund Balance/Equity	2,970.55	
	Total Liabilities & Fund Balance			2,970.55

Town of Shady Shores
Balance Sheet
As of June 30, 2022

7/27/2022 1:40 PM

Account Type	Account Number	Description	Balance	Total
999 - Consolidated Cash				
Assets				
	999-1000	Consolidated Cash Checking	277,845.79	
	999-1029	Tex Pool Investment Account	0.00	
	999-1201	Due From General Fund	(12,743.85)	
	999-1202	Due From MC Building Security Fund	0.00	
	999-1203	Due From MC Technology Fund	0.00	
	Total Assets		<u>265,101.94</u>	
				<u><u>265,101.94</u></u>

Town of Shady Shores
Balance Sheet
As of June 30, 2022

7/27/2022 1:40 PM

Account Type	Account Number	Description	Balance	Total
999 - Consolidated Cash				
Liabilities				
	999-2000	Accounts Payable	(2,495.26)	
	999-2098	Wages Payable	(10,248.59)	
	999-2999	Due To Other Funds	277,845.79	
	Total Liabilities		265,101.94	
		Total Revenue	0.00	
		Total Expenses	0.00	
		Current Year Increase (Decrease)	0.00	
		Fund Balance Total	0.00	
		Current Year Increase (Decrease)	0.00	
		Total Fund Balance/Equity	0.00	
	Total Liabilities & Fund Balance			265,101.94

Town of Shady Shores
Financial Statement
As of June 30, 2022

7/18/2022 1:48 PM

100 - General Fund	Current Month Actual	Current Month Budget	Budget Variance	YTD Actual	Annual Budget	Budget Remaining
Revenue Summary						
Property & Sales Tax	16,692.09	118,785.55	(102,093.46)	1,372,653.61	1,425,997.00	53,343.39
Business & Franchise	0.00	11,665.90	(11,665.90)	139,124.73	140,000.00	875.27
Fines, Fees & Forfeitures	0.00	4.17	(4.17)	0.00	50.00	50.00
Other Revenue Sources	0.00	16.66	(16.66)	0.00	200.00	10,800.08
Interest Income	2,326.58	499.80	1,826.78	10,371.09	6,000.00	(4,371.09)
Leases & Rents	(200.00)	12.50	(212.50)	630.80	150.00	(480.80)
Sales & Receipts	20.00	41.67	(21.67)	462.05	500.00	37.95
Solid Waste Income	52,912.11	18,400.00	34,512.11	179,739.13	220,800.00	41,060.87
Court Revenue	4,147.79	1,666.67	2,481.12	15,513.25	20,000.00	4,486.75
Grants & Donations	0.00	291.55	(291.55)	358,853.21	3,500.00	(355,353.21)
Licenses & Permits	10,656.22	16,748.33	(6,092.11)	102,238.98	201,000.00	98,761.02
Revenue Totals	<u>86,554.79</u>	<u>168,132.80</u>	<u>(81,578.01)</u>	<u>2,179,586.85</u>	<u>2,018,197.00</u>	<u>(150,789.77)</u>
Expense Summary						
Fees, Fines & Taxes	1,398.50	1,000.00	398.50	14,389.19	12,000.00	(2,389.19)
Personnel/Payroll	17,958.72	19,531.66	(1,572.94)	216,309.61	254,462.00	38,152.39
Technology	2,072.77	5,183.32	(3,110.55)	71,988.25	62,200.00	(9,788.25)
Legal & Professional Fees	48,270.79	11,480.50	36,790.29	337,858.06	137,800.00	(200,058.06)
Office & Supplies	803.49	341.53	461.96	4,549.00	4,100.00	(449.00)
Contracted Services	7,520.04	9,295.11	(1,775.07)	97,846.16	111,556.00	13,709.84
Postage- Legal Advertising	178.44	416.66	(238.22)	2,203.72	5,000.00	2,796.28
Professional Expenses	98.82	183.27	(84.45)	3,396.67	2,200.00	(1,196.67)
Contingency Provisions	36.71	4,295.82	(4,259.11)	2,103.64	51,570.52	49,466.88
Solid Waste	18,759.12	16,666.67	2,092.45	179,420.00	200,000.00	20,580.00
Debt Service	0.00	0.00	0.00	210,762.50	0.00	(210,762.50)
Insurance Expense	0.00	500.00	(500.00)	6,405.16	6,000.00	(405.16)
Utilities	2,144.72	2,190.88	(46.16)	15,207.70	26,300.00	11,092.30
Repairs & Maintenance	2,327.93	30,154.32	(27,826.39)	141,068.00	361,965.48	220,897.48
Public Safety	108,118.91	63,186.66	44,932.25	635,577.24	758,543.00	122,965.76
Community Programs & Donations	<u>2,491.11</u>	<u>2,041.33</u>	<u>449.78</u>	<u>18,248.06</u>	<u>24,500.00</u>	<u>6,251.94</u>

Expense Totals

<u>212,180.07</u>	<u>166,467.73</u>	<u>45,712.34</u>	<u>1,957,332.96</u>	<u>2,018,197.00</u>	<u>60,864.04</u>
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Town of Shady Shores
Capital Improvements Report
As of June 30, 2022

7/15/2022 3:36 PM

100 - General Fund	Capital Improvements	Current Month Actual	Budget Variance	YTD Actual	Annual Budget	Budget Remaining
Shahan Lane Drainage Improvements		2,200.50	2,200.50	15,729.10	97,000.00	81,270.90
Shahan Addition Road Repairs		21,200.00	21,200.00	38,523.90	817,650.00	779,126.10
Fritz Lane Pavement Repairs		1,031.25	1,031.25	44,932.25	277,000.00	232,067.75
Cogburn Court Pavement Repairs		237.50	237.50	185,029.00	185,029.00	0.00
Oberman Lane Pavement Repairs		5,467.50	5,467.50	44,352.00	460,000.00	415,648.00
Lakeshore Road Repairs		0.00	0.00	124,897.12	141,897.00	16,999.88
Capital Improvements Totals		<u>30,136.75</u>	<u>30,136.75</u>	<u>453,463.37</u>	<u>1,978,576.00</u>	<u>1,525,112.63</u>
Expense Totals		<u><u>30,136.75</u></u>	<u><u>30,136.75</u></u>	<u><u>453,463.37</u></u>	<u><u>0.00</u></u>	<u><u>(453,463.37)</u></u>



AGENDA MEMORANDUM

DATE: August 8, 2022
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Donations- Consider and act on approval of a provision to accept donations for the Town of Shady Shores Keep Shady Shores Beautiful Park and Park projects through the Town of Shady Shores.

BACKGROUND/INFORMATION:

From time to time the Town of Shady Shores receives donations for various projects that are of benefit to the Town, such as donations for the Town of Shady Shores Gardens. At this time staff is seeking formal approval for accepting donations for this project and other projects.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

Approve

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: August 8, 2022
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Hotel/Motel Occupancy Tax Fund- authorize staff to work with Independent Bank to open an account to be used for Hotel/Motel Occupancy Tax.

BACKGROUND/INFORMATION:

Upon passage of the Short Term Rental Ordinance 359-09-21, the Town of Shady Shores established a Motel/Hotel Occupancy Tax of 7%. This tax is paid monthly, however as uses are restricted the funds must be kept separate from the general fund balances.

FINANCIAL IMPLICATIONS:

There are currently two registered Short Term Rentals and the town has received it's first payment in the amount of \$ 2400. The created account will also be an interest-bearing account. The use of these funds is restricted to the following uses:

- Furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.
- Advertising and conducting promotional programs to attract tourists and convention delegates or registrants.
- *Encouragement, promotion, improvement, and application of the arts.*
- Historical restoration and preservation projects or advertising and conducting promotional programs to encourage tourists to visit preserved historic sites or museums.
- Expenses related to a sporting event in which most participants are tourists.
- Enhancement and upgrading of existing sports facilities or fields.
- Constructing, improving, enlarging, equipping, repairing, operating, and maintaining a coliseum or multi-use facility; and
- Signage directs the public to sights and attractions that are visited by hotel guests.

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: August 8, 2022
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Investment Committee Report- Consider and Act on Approval of the FY 2022 3rd Quarter Investment Committee Report.

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Cash Flow June 2022
2. Pledged Securities
3. Total Investments

REVIEWED BY:

Cash Flow

General Fund				Town of Shady Shores Reserve Account				Access Bank				Overall Balance
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	\$3,871,085		
November	\$188,586	(\$158,732)	\$63,787	\$0	\$0	\$95,479	\$25	\$0	\$200,539	\$3,904,549		
December	\$687,543	(\$202,379)	\$548,951	\$19	(\$70,000)	\$25,498	\$25	\$0	\$200,564	\$3,812,097		
January	\$362,401	(\$333,919)	\$577,433	\$0	\$0	\$25,498	\$26	\$0	\$200,590	\$4,324,414		
February	\$262,380	(\$209,852)	\$629,960	\$0	\$0	\$25,498	\$23	\$0	\$200,613	\$4,594,373		
March	\$659,676	(\$604,009)	\$685,627	\$3	\$0	\$25,501	\$25	\$0	\$200,638	\$3,699,412		
April	\$52,628	(\$105,362)	\$632,893	\$0	\$0	\$25,501	\$25	\$0	\$200,662	\$3,566,861		
May	\$54,332	(\$162,179)	\$525,046	\$0	\$0	\$25,501	\$26	\$0	\$200,688	\$3,403,225		
June	\$52,785	(\$90,835)	\$486,996	\$3	\$0	\$25,504	\$0	\$0	\$200,688	\$3,349,265		
July	\$0	\$0	\$486,996	\$0	\$0	\$25,504	\$0	\$0	\$200,688	\$3,349,265		
August	\$0	\$0	\$486,996	\$0	\$0	\$25,504	\$0	\$0	\$200,688	\$3,349,265		
September	\$0	\$0	\$486,996	\$0	\$0	\$25,504	\$0	\$0	\$200,688	\$3,349,265		

Texas Republic Bank

Beginning Balance: \$ 234,214

	Inflows	Outflows	Balance
October	\$99	\$0	\$234,313
November	\$103	\$0	\$234,415
December	\$100	\$0	\$234,515
January	\$50	\$0	\$234,565
February	\$45	\$0	\$234,610
March	\$50	\$0	\$234,660
April	\$47	\$0	\$234,706
May	\$51	\$0	\$234,758
June	\$48	\$0	\$234,806
July	\$0	\$0	\$234,806
August	\$0	\$0	\$234,806
September	\$0	\$0	\$234,806

Solid Waste Accounts

Beginning Balance: \$ 170,242

	Inflows	Outflows	Balance
October	\$1,621	(\$44,652)	\$127,211
November	\$3,759	(\$330)	\$130,640
December	\$40,117	(\$42,579)	\$128,177
January	\$2,162	(\$18,633)	\$111,706
February	\$1,757	(\$18,451)	\$95,012
March	\$43,277	(\$22,607)	\$115,682
April	\$2,054	(\$22,838)	\$94,898
May	\$15,270	(\$18,654)	\$91,514
June	\$51,122	(\$23,885)	\$118,750
July	\$0	\$0	\$118,750
August	\$0	\$0	\$118,750
September	\$0	\$0	\$118,750

General Fund Reserve Account

Beginning Balance: \$ 2,094,949

	Inflows	Outflows	Balance
October	\$0	\$0	\$2,094,949
November	\$0	\$0	\$2,094,949
December	\$614	(\$5,801)	\$2,089,761
January	\$0	\$0	\$2,089,761
February	\$0	\$0	\$2,089,761
March	\$234	(\$2,041,455)	\$48,540
April	\$0	\$0	\$48,540
May	\$0	\$0	\$48,540
June	\$6	\$0	\$48,546
July	\$0	\$0	\$48,546
August	\$0	\$0	\$48,546
September	\$0	\$0	\$48,546

Veritex

Beginning Balance: \$ 27,365

	Inflows	Outflows	Balance
October	\$6	\$0	\$27,371
November	\$7	\$0	\$27,378
December	\$6	\$0	\$27,384
January	\$6	\$0	\$27,390
February	\$6	\$0	\$27,396
March	\$6	\$0	\$27,402
April	\$6	\$0	\$27,408
May	\$6	\$0	\$27,413
June	\$6	\$0	\$27,419
July	\$0	\$0	\$27,419
August	\$0	\$0	\$27,419
September	\$0	\$0	\$27,419

Tex Pool Accounts

Beginning Balance: \$557,157.00

	Inflows	Outflows	Balance
October	\$29	\$0	\$557,186
November	\$30	\$0	\$557,216
December	\$30	\$0	\$557,246
January	\$49	\$0	\$557,295
February	\$49	\$0	\$557,344
March	\$0	\$0	\$557,344
April	\$204	\$0	\$557,547
May	\$385	\$0	\$557,932
June	\$552	\$0	\$557,932
July	\$0	\$0	\$557,932
August	\$0	\$0	\$557,932
September	\$0	\$0	\$557,932

Oakwood Bank

Beginning Balance: \$233,683.00

	Inflows	Outflows	Balance
October	\$46	\$0	\$233,729
November	\$51	\$0	\$233,781
December	\$50	\$0	\$233,830
January	\$50	\$0	\$233,880
February	\$45	\$0	\$233,925
March	\$53	\$0	\$233,977
April	\$65	\$0	\$234,042
May	\$72	\$0	\$234,114
June	\$90	\$0	\$234,204
July	\$0	\$0	\$234,204
August	\$0	\$0	\$234,204
September	\$0	\$0	\$234,204

LOGIC INVESTMENT ACCOUNT

Balance \$500,114.00

AMERICAN RESCUE FUNDS

Balance 355489.15

Capital Improvements Fund

Balance 0

	Inflows	Outflows	Balance
October	\$15	\$0	\$500,129
November	\$16	\$0	\$500,145
December	\$31	\$0	\$500,177
January	\$37	\$0	\$500,214
February	\$41	\$0	\$500,255
March	\$106	\$0	\$500,361
April	\$173	\$0	\$500,534
May	\$345	\$0	\$500,879
June	\$486	\$0	\$501,364
July	\$0	\$0	\$501,364
August	\$0	\$0	\$501,364
September	\$0	\$0	\$501,364

	Inflows	Outflows	Balance
	\$146	\$0	\$355,635
	\$146	\$0	\$355,781
	\$146	\$0	\$355,927
	\$151	\$0	\$356,078
	\$136	(\$1,822)	\$354,393
	\$151	\$0	\$354,543
	\$146	\$0	\$354,689
	\$150	(\$3,105)	\$351,735
	\$145	\$0	\$351,879
	\$0	\$0	\$351,879
	\$0	\$0	\$351,879
	\$0	\$0	\$351,879

	Inflows	Outflows	Balance
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$1,770,042	(\$200,000)	\$1,570,042
	\$631	(\$60,011)	\$1,510,662
	\$624	(\$53,568)	\$1,457,718
	\$587	(\$44,438)	\$1,413,867
	\$0	\$0	\$1,413,867
	\$0	\$0	\$1,413,867
	\$0	\$0	\$1,413,867

Collateralization Levels

Required Level:

105.00%

Time Deposits

Maturity	Face Value	Accrued Interest		Total
	0.00	0.00		0.00
Total	0.00	0.00		0.00

Collateral Securities

CUSIP	Face Value	Description	Book Value	Market Value
31xxxxx	3,000,000.00	Indepenedent Bankers bank	3,670,050.73	2,965,098.00
Total Market Value	3,000,000.00		3,670,050.73	2,965,098.00
+ FDIC Insurance				250,000.00
Total MV + Insurance				3,215,098.00

Total Collateralization Level

Jun-22 \$2,445,392 131%

Town of Shady Shores
Quarterly Investment Account
April-June 2022

													
	Total Investments	IB Reserve Account	Veritex Reserve Account	TX Republic Reserve Account	Access Bank	IB Fund Balance	Tex Pool	Oakwood Bank	IB General Fund	IB Solid Waste Account	LOGIC	IB Capital Improvements	IB American Rescue Funds
Beginning of the Period	\$4,554,313	\$25,501	\$27,350	\$234,660	\$200,638	\$48,450	\$557,482	\$233,977	\$685,627	\$115,682	\$500,361	\$1,570,042	\$354,543
Additions	\$227,722	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$159,405	\$68,317	\$0		\$0
Withdrawals	(\$585,145)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$358,646)	(\$65,377)	\$0	(\$158,017)	(\$3,105)
Accumulated Interest	\$5,757	\$3	\$19	\$146	\$76	\$6	\$1,141	\$227	\$722	\$130	\$1,004	1842	441
End of Period	\$4,202,646	\$25,504	\$27,369	\$234,806	\$200,714	\$48,456	\$558,623	\$234,204	\$487,108	\$118,751	\$501,365	\$1,413,867	\$351,879
Average Interest Rate													
1st Month of the Period - April	0.43%	0.50%	0.25%	0.50%	0.50%	0.50%	0.37%	0.25%	0.50%	0.50%	0.59%	0.50%	0.50%
2nd Month of the Period - May	0.43%	0.50%	0.25%	0.50%	0.50%	0.50%	0.37%	0.25%	0.50%	0.50%	0.59%	0.50%	0.50%
3rd Month of the Period - June	0.43%	0.50%	0.25%	0.50%	0.50%	0.50%	0.37%	0.25%	0.50%	0.50%	0.59%	0.50%	0.50%
Percent of Change	0.00%	0.50%	0.00%	0.00%	0.00%	0.00%	0.20%	0.00%	0.00%	0.00%	0	0.00%	0.00%
Is this investment in compliance with:													
Investment Policy	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Relevant Provision of PFIA (Public Funds Investment Act)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MAYORS SIGNATURE													



AGENDA MEMORANDUM

DATE: August 8, 2022
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: **Local Option Election- Consider and take appropriate action relative to a petition for the Legal Sale of Alcoholic Beverages for off-premise consumption.**

BACKGROUND/INFORMATION:

On April 1, 2022, Glen Suffren of Small Batch Distilleries filed an application for a petition for the Legal Sale of all Alcoholic Beverages for off- premise consumption. Per the Texas Election Code, in order for a petition to be successful, the petition must contain the signatures of 35% of Shady Shores voters who voted in the most recent gubernatorial election. There were 1426 voters in that election, which would require 499 signatures on the petition to be submitted by July 5th, 2022.

The petition was submitted to my office on June 27, 2022. After careful review, it was determined that there were only 250 signatures and therefore the petition is not valid. At this time, the Town Council must reject the petition.

FINANCIAL IMPLICATIONS:

none

RECOMMENDATION/ACTION DESIRED:

motion to deny the petition.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: August 8, 2022
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: **Local Sales Tax Election- Consider and take appropriate action relative to ordering a special collection for the issuance of an additional 1% sales tax rate.**

BACKGROUND/INFORMATION:

Although the Town of Shady Shores does not have any retail/commercial storefronts, the town does collect sales taxes from internet sales and various home-based businesses in the town. The minimum sales tax rate is 7.25%, 6.25% due to the State of Texas and 1% is retained for the Town of Shady Shores. Please find two ordinances calling an election for an additional sales tax, one option would be to call an election for a 1% sales tax increase for existing municipal streets and sidewalk repair and maintenance.

Two important points:

- a. ***The revenue can only be used for roads existing on the date of the election.***
- b. ***The sales tax for roads has to be renewed in four years, or it expires.***

Council may also pass the same sales tax increase, or less, for general purposes, with no renewal elections needed. The maximum sales tax rate allowable is 8.25%. Shady Shores could hold an election to adopt an additional 1% sales tax for road and street repairs. This must be approved by the voters in the Town of Shady Shores. Moreover, the town must hold an election every four years.

FINANCIAL IMPLICATIONS:

Current collection on 1% = approximately \$200, 000 per year, collecting the additional 1% would double the amount of sales tax collected.

RECOMMENDATION/ACTION DESIRED:

Council could choose to order an election for additional sales tax for street and sidewalk maintenance.
Council could choose to order an election for an additional sales tax rate for general purposes.
Council could choose not to order an election at this time.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Sales tax-general use-2%max (002)
2. ShadyShores ordinance--sales tax--streets2022

REVIEWED BY:

SALES TAX FOR GENERAL REVENUE

What is the sales tax for general revenue? The sales tax for general revenue is a tax that may be levied by a city on all goods sold in the city. The revenues from the tax may be spent on almost any lawful purpose of the city. How much general revenue sales tax may be levied by the city? When the legislature authorized cities to adopt a general revenue sales tax in 1967, it provided that the rate of the general revenue sales tax must be set at one percent—no higher and no lower. After initial adoption of a general revenue sales tax, cities had no authority to call an election to raise or lower the one-percent general revenue sales tax. This general structure remained in place until 2015. House Bill 157, passed in 2015, authorizes a city to hold an election to impose its general sales tax at any rate that is an increment of at least one-eighth of one percent and that would not result in a combined rate that exceeded the maximum local sales and use tax rate of two percent. In other words, a city with an existing one-percent general revenue sales tax may now order an election to increase or decrease the tax, assuming that there is room under the two-percent local sales tax cap for any potential increase. A city may adopt additional sales taxes beyond the general revenue sales tax, but all such additional sales taxes are for dedicated purposes, and not for general revenue. Examples of additional sales taxes for dedicated purposes include economic development, property tax relief, crime control, and street maintenance. Each of these additional, dedicated sales taxes is outlined in separate chapters in this manual.

See chapter: Sales Taxes for Dedicated Purposes. How does a city adopt a sales tax for general revenue? TEX. TAX CODE § 321.103(a).

Sec. 321.103. SALES TAX. (a) In a municipality that has adopted the tax authorized by Section [321.101](#)(a), there is imposed a tax on the receipts from the sale at retail of taxable items within the municipality at any rate that is an increment of one-eighth of one percent, that the municipality determines is appropriate, that would not result in a combined rate that exceeds the maximum combined rate prescribed by Section [321.101](#)(f), and that is approved by the voters. The tax is imposed at the same rate on the receipts from the sale at retail within the municipality of gas and electricity for residential use.

(b) In a municipality that has adopted the additional municipal sales and use tax, the tax is imposed at any rate that is an increment of one-eighth of one percent, that the municipality determines is appropriate, that would not result in a combined rate that exceeds the maximum combined rate prescribed by Section [321.101](#)(f), and that is approved by the voters. The rate may be reduced in one or more increments of one-eighth of one percent or increased in one or more increments of one-eighth of one percent. The rate that the municipality adopts is on the receipts from the sale at retail of all taxable items within the municipality and at the same rate on the receipts from the sale at retail within the municipality of gas and electricity for residential use unless the residential use of gas and electricity is exempted from the tax imposed under Section [321.101](#)(a), in which case the residential use of gas and electricity is exempted under this subsection also.

The sales tax for general revenue is adopted by an election of the city voters.

446 A sales tax for general revenue election may be called by either of two methods: (1) the city council can call the election by adopting an ordinance by majority vote of its own members

447; or (2) the city council must call the election if it receives a petition signed by at least 20 percent of the number of qualified voters who voted in the most recent regular city election.

448 A sales tax for general revenue election must be held on the first uniform election date that occurs after the tax election is called for by ordinance or petition.

449 Specific ballot language is required by statute.

450 If a city is “maxed out” at the two-percent sales tax cap, can the city reduce or repeal one dedicated sales tax and increase the general revenue sales tax by the same amount using one ballot proposition? Yes. Legislation that passed in 2005 permitted a city to repeal or lower one dedicated sales tax, and raise or adopt a different dedicated sales tax, all with one combined ballot proposition.

451 At the time, the combined ballot proposition only applied to dedicated sales taxes because the general revenue sales tax, if adopted by a city, was fixed at one

percent. Following the passage of H.B. 157 in 2015, a city could hold an election to increase or decrease its general revenue sales tax in any increment of one-eighth of one percent, as mentioned above. In 2017, the combined ballot proposition statute was amended to apply to all city sales taxes, which would include the general revenue sales tax.

452 Now a city can use a combined ballot proposition at an election to adjust the rates of any dedicated city sales tax or the city's general revenue sales tax. How is the sales tax for general revenue collected? All city sales taxes, including the sales tax for general revenue, are collected by the Texas Comptroller, along with the state sales tax.

453 The comptroller then remits the city its portion of the taxes at least twice a year (though it is done more often in practice). 454 The comptroller keeps two percent of city sales taxes as payment for the state's services in collecting the tax.

455 Cities can independently sue businesses to collect unpaid taxes, but in practice this almost never happens because the state, when suing for its own taxes, customarily sues on behalf of the city as well.

446 TEX. TAX CODE § 321.101(a).

447 TEX. TAX CODE § 321.401(a) and (b). 448 TEX. TAX CODE § 321.101(c). 449 TEX. TAX CODE § 321.403. 450 TEX. TAX CODE § 321.404. 451 TEX. TAX CODE § 321.409. 452 House Bill 3046, 85th Legislature, Regular Session (2017). 453 TEX. TAX CODE § 321.301. 454 TEX. TAX CODE § 321.502. 455 TEX. TAX CODE § 321.503. 93 May the city's general revenue sales tax be pledged to pay off bonds? Generally not.

456 Excepted from this prohibition, however, are certain sports and community venue projects.

457 We aren't sure that our city is receiving all the sales taxes it is due from the comptroller. For instance, there is a business on the edge of town with an out-of-town address. We don't think it is collecting city sales taxes. What can we do? Making sure cities receive proper sales taxes from businesses located within the city is known as "sales tax allocation." Though the comptroller employs over a dozen allocation specialists, the sheer volume of sales tax applications submitted by businesses necessitates that the initial determination about sales tax allocation

comes from the face of the application itself. This leads to occasional errors, typically about whether a business is located within or outside the city. Cities concerned about proper allocation should: (1) familiarize themselves with the various sales tax reports and lists available from the comptroller; (2) contact the comptroller about specific allocation concerns toll free at 1-800-531-5441, ext. 34530; (3) consider requiring a copy of a sales tax permit as a condition of issuing a certificate of occupancy or other permit to a business; (4) make sure that city maps and city limit descriptions are as clear and up-to-date as possible; and (5) notify the comptroller immediately whenever city boundaries change. Legislation was passed in 2011 that provides some limited authority for a city to receive information used by the comptroller in making a reallocation determination. If city sales tax revenue is refunded or reallocated from one city to another, a city is now authorized to receive from the comptroller all sales tax returns and reports (whether confidential or not) filed by not more than five individual taxpayers in the city, if the amount of the reallocation exceeds: (a) \$200,000; (b) ten percent of the revenue received by the city during the previous calendar year; or (c) an amount that increases or decreases the amount of revenue the city receives during a calendar month by more than 15 percent as compared to the same month in a previous year.

458 The city must request the information within 90 days of discovering the reallocation or refund.

459 What other information may a city obtain about businesses that collect sales taxes within the city? Cities are somewhat limited by state law regarding the information that they can obtain from the comptroller about how much sales taxes, local or state, particular businesses collect within the city. Historically, it was believed that the proprietary nature of business sales information was too valuable to share with anyone other than state officials, lest businesses be tempted to move to

456 TEX. TAX CODE § 321.506. 457 TEX. TAX CODE § 321.508. 458 TEX. TAX CODE § 321.510(b).

459 TEX. TAX CODE § 321.510(f). 94

other states that didn't disclose that data. Whether or not this would happen in practice is debatable. Specifically, a city may request information from the

comptroller regarding sales taxes collected by businesses in the city that annually collect more than \$5,000 in state and local sales taxes.

460 Cities that do not impose a property tax may request information from the comptroller regarding sales taxes collected by businesses in the city that annually collect more than \$500 in state and local sales taxes. 461 Any city may request from the comptroller, however, aggregate sales tax collection data for businesses within a particular economic development zone or other defined region.

462 Such information is useful for revenue sharing arrangements and for economic forecasting, and must be kept confidential by the city and used only for those purposes.

463 A city council may meet in executive session to receive information about such confidential data

.464 May a city rebate municipal sales taxes? Yes. Cities may offer sales tax rebates and refunds for a period of up to ten years within “neighborhood empowerment zones” and “North American Free Trade Agreement Impact Zones.”

465 Sales tax rebates also commonly occur pursuant to an economic development agreement adopted under Chapter 380 of the Local Government Code, and can be offered within a “state enterprise zone.”

466 May a city offer to rebate city sales taxes to entice a business to move its call center into town? Perhaps not. A rebate of city sales taxes to attract new business to a city is a legitimate economic development tool. But a city must be careful to avoid “purchasing office” schemes. Under such a scheme, a business with existing facilities in another city offers to move the business’ ordertaking facility—often just a single office with a telephone—to a nearby city, provided the new city promises to rebate a portion of city sales taxes. The scheme is based on the fact that the Texas Tax Code sources local sales taxes to the location where orders are received in cases where businesses have more than one physical location within the state.

467 This sourcing rule is true even where the bulk of the business operations take place elsewhere. 460 TEX. TAX CODE § 321.3022(a-1). 461 TEX. TAX CODE § 321.3022(a-2). 462 TEX. TAX CODE § 321.3022(b). 463 TEX. TAX CODE §

321.3022(f). 464 TEX. TAX CODE § 321.3022(i). 465 TEX. LOC. GOV'T CODE §§ 378.004(2) and 379.004. 466 TEX. GOV'T CODE § 2303.505. 467 TEX. TAX CODE § 321.002(a)(3). 95 Legislation was passed in 2003 (as well as clarifying legislation in 2011) that prohibits the sourcing of sales taxes at locations only to alter the sourcing of sales taxes by setting up a purchasing office.

468 Which utility services are subject to state and local sales taxes? Residential and commercial use of water is not subject to the application of state or local sales taxes. 469 Domestic sanitary sewer service is not subject to state or local sales taxes, nor is industrial discharge, provided it is regulated by the Texas Commission on Environmental Quality (TCEQ).

470 Garbage collection service is subject to the state and local sales tax as a taxable real property service.

471 Industrial solid waste is not taxable, however, nor are garbage collection services used by some contractors. Gas and electricity that are sold for commercial use are subject to both state and local sales taxes.

472 Commercial use is defined as use by a person engaged in selling a commodity or service, but does not include manufacturing, mining, or agricultural activities. In other words, lighting, heating, and cooling services to most retail businesses are subject to sales tax unless they fit into the manufacturing exception. Residential gas and electricity service is exempt from state sales taxes.

473 Residential gas and electricity are also exempt from city sales taxes, unless the city adopted a sales tax prior to October 1, 1979, and has acted by ordinance to tax gas and electricity.

474 Cities that adopted a sales tax after October 1, 1979, may not tax residential gas and electric. Cable television services are subject to both state and local sales taxes.

475 This includes satellite T.V. 476 Telecommunications services are generally subject to state sales taxes.

477 Specifically exempt from sales taxes, however, are certain long-distance telephone services, commercial radio and television (other than cable), and a portion of monthly Internet access service charges.

478 468 TEX. TAX CODE § 321.002(a)(3). 469 TEX. TAX CODE § 151.315. 470 TEX. TAX CODE § 151.0048(a)(3). 471 TEX. TAX CODE §§ 151.0048(a)(3) and 151.0048(b). 472 TEX. TAX CODE § 151.317. 473 TEX. TAX CODE § 151.317(a)(1). 474 TEX. TAX CODE § 321.105. 475 TEX. TAX CODE § 151.0101(a)(2). 476 34 TEX. ADMIN. CODE § 3.133. 477 TEX. TAX CODE § 151.0101(a)(6). 478 TEX. TAX CODE §§ 151.323 and 151.325. 96

Telecommunications services are exempt from city sales taxes unless the city council repeals the exemption by an ordinance recorded in the minutes and filed with the comptroller.

479 A city that repeals the exemption may tax only those telecommunications services taxable by the state, with the exception of otherwise taxable interstate long-distance services. Repeal of the city telecommunications exemption could be a significant source of new revenue for cities, but relatively few cities have taken advantage of it.

ORDINANCE NO. _____

(Order and Notice of November 8, 2022 Election)

(Sales tax for maintenance and repair of existing municipal streets and sidewalks)

AN ORDINANCE OF THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS, CALLING FOR AN ELECTION TO BE HELD ON NOVEMBER 8, 2022, TO PERMIT VOTING FOR OR AGAINST THE PROPOSITION: “THE ADOPTION OF A LOCAL SALES AND USE TAX IN SHADY SHORES AT THE RATE OF ONE PERCENT (1%) TO PROVIDE REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS”, PROVIDING FOR EARLY VOTING; PROVIDING FOR NOTICE OF THE ELECTION; AND PROVIDING FOR OTHER MATTERS RELATING TO THE ELECTION.

WHEREAS, the Town Council has determined needed revenue for the increasing cost and increasing number of municipal streets in the Town in need of maintenance and repair makes a source other than property taxes desirable for the needed work, and

WHEREAS, the Town Council has determined the repair and maintenance of the municipal road system in Shady Shores is a high priority among the residents and property owners of the Town,

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

SECTION 1. The Mayor of the Town of Shady Shores, Texas, with the concurrence of the Town Council, orders an election to be held on November 8, 2022, to permit voting for or against the proposition:

“THE ADOPTION OF A LOCAL SALES AND USE TAX IN SHADY SHORES AT THE RATE OF ONE PERCENT (1%) TO PROVIDE REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS.”

SECTION 2. The polling place in the Town of Shady Shores for this election is as follows:

Shady Shores Town Hall
101 S. Shady Shores Road
Shady Shores, Texas 75065

And such other polling places for early voting or election day as Denton County Elections Office shall recommend or require.

SECTION 3. The polls on November 8, 2022 shall be open from 7:00 a.m. until 7:00 p.m.

SECTION 4. Said election shall be conducted in accordance with the Texas Election Code and only registered qualified voters of the Town of Shady Shores will be entitled to vote.

SECTION 5. Early voting by personal appearance shall be available at the Denton County Elections Office, Joseph A Carroll Building, 401 W Hickory, Suite 125, Denton, Texas, and at locations to be posted later, on dates and during the hours determined by the County Elections Office.

Applications for ballot by mail shall be requested from and mailed to the Denton County Elections Office, Attn: Elections Administrator, Joseph A Carroll Building, 401 W Hickory, Suite 125, Denton, Texas 76201-9026. Applications for ballots by mail must be **received** no later than the close of business on or before the 11th day prior to election day. Various exceptions to this deadline may apply.

SECTION 6. Unless reauthorized by provided in Texas Tax Code Sec. 327.007, the sales tax authorized by a majority vote on Nov. 8, 2022 expires on the fourth anniversary of the date the tax originally took effect. Tax revenue imposed under Texas Tax Code Sec. 327 may only be used to maintain and repair municipal streets or sidewalks existing on the date of the election to adopt the tax.

SECTION 7. The Town Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this election. The Denton County election contract shall designate the election judges for the election.

SECTION 8. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordered herein.

DULY PASSED AND APPROVED by the Town Council of the Town of Shady Shores, Texas, this ____ day of August, 2022.

APPROVED:

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Secretary

APPROVED AS TO FORM:

James E. Shepherd, Town Attorney



AGENDA MEMORANDUM

DATE: August 8, 2022
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Public Hearing- FY 2022/2023 Budget
A. Staff Report
B. Open Public Hearing
C. Public Comment Regarding the Budget
D. Close Public Hearing

BACKGROUND/INFORMATION:

The proposed budget is based on revenues and expenditures in the amount of \$2,388,980. Assessed values for the Town of Shady Shores are \$430,768,537. The proposed tax rate to fund the budget is:

Maintenance and Operating	.2693160	\$1,160,129
Debt Service Rate	.047930	\$ 214,493
Total Tax Rate	.319109	\$1,374,621

Based on the average home value of \$405,665 with the tax rate for the 20232 budget year of \$.319109, property owners will pay a property tax of \$ 1,294, an increase of \$142 per year or \$ 11.83 per month.

Budget Highlights Road Repairs and Capital Improvements

Capital Improvements			
Project	Projected Amount YTD		Balance
Shahan Addition	\$817,650	\$ 38,523	\$ 779,126.10
Road & Drainage Improvements			
Shahan Lane	\$97,000	\$ 15,729	\$ 81,270.90
Drainage Improvements			
Oberman Lane	\$460,000	\$ 44,352	\$ 415,648.00
Paving & Drainage Improvements			
Total	\$1,374,650	\$ 98,605	\$1,276,045

American Rescue Funds Expenditures

	Population		Land Area		Total %	Total Share
	Per City	% of total	Sq. miles	% of total	Allocation	
Corinth	22,634	75%	7.9	51%	63%	\$2,047,500
Hickory Creek	4,718	16%	4.5	29%	22%	\$731,250
Shady Shores	2,764	9%	2.9	20%	14%	\$471,250
Total	30,116	100%	15.3	100	100%	\$3,250,000

<u>Name of Lake City</u>	<u>No. of Dark Fiber Strands Allocated to Each Lake City</u>	<u>Total % Allocation</u>	<u>Relocation Repair Fund</u>
Corinth	30	62.5%	\$93,750
Hickory Creek	11	22.92%	\$34,375
Shady Shores	7	14.58%	\$21,875
Total	48		\$150,000
Total Shady Shores Cost for Broadband			\$493,125

Drainage Improvements

The remaining funds shall be designated to the completion of drainage improvements in the Town of Shady Shores. Proposed projects include:

American Recue Funds Improvements

Name	Estimate of Cost	Projected	Status
<i>Replacement of Undersized Culverts on W. Shady Shores Road</i>	\$ 98,000	\$98,000	<i>Work to begin August 2022</i>
<i>E. 6th Street Drainage Improvements</i>	\$198,000	\$98,000	<i>TBD EST 2023</i>
Keatings Kove ROW Drainage Improvements	\$22,800	\$ 22,800	August 2022
	\$318,800	\$218,183	

Crack Sealing of Various Roads
Improved Public Works Services
Increased Code Enforcement Hours
Technology Improvements

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Town of Shady Shores Proposed budget 08.03.2022

REVIEWED BY:

Town of Shady Shores Draft Budget

Solid Waste Income

	FY 2021-2022	Current YTD	FY 2022-2023	% Change
Solid Waste	\$220,800	\$179,095	\$263,780	16
Total	\$220,800	\$179,729	\$263,780	16

Solid Waste Expense

	FY 2021-2022	Current YTD	FY 2022-2023	% Change
Solid Waste	\$140,000	\$139,124	\$135,000	-4
New Position	\$20,250	\$18,132	\$30,150	33
Postage	\$0	\$1,125	\$1,500	100
Office and Supplies	\$0	\$0	\$0	#DIV/0!
Technology	\$0	\$0	\$0	#DIV/0!
Personnel and Salaries	\$0	\$0	\$0	#DIV/0!
Total	\$160,250	\$158,381	\$166,650	4

	FY 2021-2022	Current YTD	FY 2022-2023	% Change
Property and Sales Tax	\$1,425,996	\$1,375,539	\$1,624,621	12
Business and Franchise	\$140,000	\$139,124	\$135,000	-4
Grants	\$3,500	\$358,854	\$28,500	88
Fines Fees and Forfeitures	\$20,250	\$18,132	\$30,150	33
Interest	\$6,000	\$10,395	\$10,000	40
Leases and Rents	\$150	\$631	\$150	0
Community Programs and Dor	\$500	\$462	\$500	0
Licenses and Permits	\$201,000	\$107,722	\$210,000	4
Fund Balance	\$0	\$0	\$149,496	100
Total	\$1,797,396	\$2,010,858	\$2,188,417	18
Total Income	\$2,018,196	\$2,190,587	\$2,452,197	18

Solid Waste Expense

	FY 2021-2022	Current YTD	FY 2022-2023	% Change
Solid Waste	\$200,000	\$197,039	\$230,000	13
New Position	\$0	\$0	\$17,530	100
Postage	\$0	\$1,125	\$1,500	100
Office and Supplies	\$0	\$272	\$300	100
Technology	\$0	\$272	\$300	100
Personnel and Salaries	\$0	\$0	\$500	100
Total	\$200,000	\$198,708	\$250,130	20

Engineering

	FY 2021-2022	Current YTD	FY 2022-2023	% Change
Professional Services	\$85,000	\$287,011	\$165,000	48
Total	\$85,000	\$287,011	\$165,000	48

Administration

	FY 2021-2022	Current YTD	FY 2022-2023	% Change
Personnel and Salaries	\$192,362	\$154,880	\$188,010	-2
Technology	\$55,000	\$68,536	\$55,000	0
Professional Services	\$44,000	\$45,485	\$53,000	17
Office and Supplies	\$4,200	\$4,092	\$4,750	12
Community Outreach	\$29,046	\$29,074	\$0	-100
Postage	\$4,000	\$1,409	\$4,000	0
Contracted Services	\$19,000	\$12,414	\$22,200	14
Roads and Drainage Repair	\$51,570	\$1,982	\$0	-100
Building Maintenance and Utili	\$62,300	\$61,996	\$78,500	21
Meeting Supplies	\$0	\$0	\$1,500	100
Employee Benefits	\$0	\$0	\$1,000	100
Total	\$461,478	\$379,868	\$407,960	-13

Community Relations

	FY 2021-2022	Current YTD	FY 2022-2023	% Change
Technology	\$0	\$0	\$10,460	100
Community Outreach	\$18,000	\$14,567	\$26,060	31
New Position	\$0	\$15,730	\$57,612	100
Meeting Supplies	\$0	\$0	\$2,000	100
Total	\$18,000	\$30,297	\$96,132	81

Public Works

Name	FY 2021-2022	Current YTD	FY 2022-2023	% Change
Roads and Drainage Repair	\$334,465	\$102,780	\$257,500	-30
Debt Service and Interest	\$0	\$210,622	\$225,000	100
Personnel and Salaries	\$0	\$0	\$500	100
Total	\$334,465	\$313,402	\$483,000	31

Development Services

Name	FY 2021-2022	Current YTD	FY 2022-2023	% Change
Technology	\$2,500	\$1,103	\$3,750	33
Contracted Services	\$40,000	\$43,172	\$60,000	33
Personnel and Salaries	\$26,250	\$29,808	\$34,000	23
Total	\$68,750	\$74,083	\$97,750	30

Municipal Court

	FY 2021-2022	Current YTD	FY 2022-2023	% Change
Technology	\$3,700	\$1,654	\$4,700	21
Professional Services	\$15,800	\$10,357	\$17,000	7
Office and Supplies	\$100	\$224	\$300	67
Postage	\$1,000	\$924	\$1,000	0
Personnel and Salaries	\$20,850	\$13,501	\$26,100	20
Fines and Fees	\$12,000	\$20,283	\$12,000	0
Total	\$53,450	\$46,944	\$61,100	13

Public Safety

	FY 2021-2022	Current YTD	FY 2022-2023	% Change
Personnel and Salaries	\$15,000	\$13,198	\$22,300	33
Technology	\$1,000	\$827	\$2,000	50
Public Safety	\$781,053	\$652,495	\$803,608	3
Total	\$797,053	\$666,520	\$827,908	4
Total Expense	\$2,018,196	\$1,996,833	\$2,388,980	16
Total Income	\$2,018,196	\$2,190,587	\$2,452,197	18
NOI	\$0	-\$193,753	-\$63,217	



AGENDA MEMORANDUM

DATE: August 8, 2022
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Councilmember/Committee Appointments- Consider and act on the appointment of members to the following Committees:
Board and Commission Member Interviews (2 councilmembers and the Mayor)
ROW/Open Space Committee- 2 Councilmembers, 1 Staff and 1 or 2 Citizens.

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: August 8, 2022
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Keatings Kove Survey and Right of Way Discussion- Consider and act on approval of a bid to remove trees and overgrowth located in the Right of Way on Road "A" in Keatings Kove.

BACKGROUND/INFORMATION:

The Town of Shady Shores completed a survey of the Keatings Kove subdivision earlier this year. The subdivision was originally platted in the 1960's and the boundaries were unclear. The proposed area of discussion tonight includes two issues:

- 1) Clearing of the ROW (right of way) on Road "A" in order to clearly define the right of way area. The brush and trees have grown into the right of way, making it difficult to determine where the ROW is located and narrowing the road, making it difficult for cars to travel.
- 2) Discuss a proposal made by the property owners at 107 and 105 Brown Terrace to make improvements to a small portion of the roadway that leads to their property. The Owners are asking for permission to make the improvements themselves and dedicate the improvements or to pay a portion of that project if and when the road is proposed for improvements and widening.

FINANCIAL IMPLICATIONS:

The Town has received a two bids for the two options

Baker Tree Removal

Option 1 \$35,750

Option 2 \$32,000

Total \$67,750

Tree Newal

Option 1 \$ 19,300

Option 2 \$ 13,875

Total \$ 33,75

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. V-BOUNDARY-KEATINGS KOVE_20220422 (2)
2. Baker Bid
3. TreeNewal Est 1
4. TreeNewal Est 2

REVIEWED BY:

USER: Heather Welch-Westfall TAB: Layout 24x36 (1)
DATE: April 22, 2022 - 1:35:49 PM
DRAWING: u:\TOShadyShores\0160012012\007 Keatings Kove ROW Survey\8.00_Survey\8.02_CADD\8.02.2.dwg\Y-BOUNDARY-KEATINGS KOVE.dwg

LEGEND:			
P.R.D.C.T.	PLAT RECORDS DENTON COUNTY, TEXAS		DEDICATED RIGHT OF WAY (PUBLIC)
D.R.D.C.T.	DEED RECORDS DENTON COUNTY, TEXAS		DEDICATED RIGHT OF WAY (PRIVATE)
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS		PROPERTY OR LOT LINE
DOC. NO.	DOCUMENT NUMBER		SUBDIVISION BOUNDARY
CAB.	CABINET		EASEMENT OR SETBACK LINE
VOL.	VOL.		SURVEY ABSTRACT LINE (APPROXIMATE)
PG.	PG.		
FND	FOUND		
CIR	CAPPED IRON ROD		
IRF	IRON ROD FOUND		

GENERAL NOTES:

- A. THE ORIGINAL PARENT TRACTS ARE AS FOLLOWS: (1) CALLED 210 ACRES AS CONVEYED IN WARRANTY DEED FROM THOS. P. HUGHES TO MATHEW GRAY WITH RECORD DATE OF 04/24/1882 AS RECORDED IN VOL. R, PG. 534, DEED RECORDS, DENTON COUNTY, TEXAS (D.R.D.C.T.), AND (2) CALLED 250-1/4 ACRES AS CONVEYED IN WARRANTY DEED FROM THOS. P. HUGHES TO R. S. BROWN WITH RECORD DATE OF 11/24/1893 AS RECORDED IN VOL. 57, PG. 47, D.R.D.C.T.
- B. THE WESTERN PORTION OF THE CALLED 250-1/4 ACRES WAS SUBSEQUENTLY DIVIDED AS FOLLOWS: (1) CALLED 62.50 ACRES CONVEYED IN WARRANTY DEED FROM R. S. BROWN AND MILLIE BROWN, HUSBAND AND WIFE, TO L. A. BROWN WITH RECORD DATE OF 12/17/1902 AS RECORDED IN VOL. 84, PG. 360, D.R.D.C.T., (2) SAID 62.50 ACRES CONVEYED AS 64.1 ACRES IN WARRANTY DEED FROM L. A. BROWN, A SINGLE MAN, AND H. H. BROWN AND WIFE, ERIE BROWN, TO A. D. TURNER WITH RECORD DATE OF 03/20/1917 AS RECORDED IN VOL. 154, PG. 13, D.R.D.C.T., (3) CALLED 1.1 ACRE PORTION OF SAID 64.1 ACRES WAS CONVEYED FROM MRS. N. A. TURNER TO THE CITY OF DALLAS RECORD DATE 03/15/1927 AS RECORDED IN VOL. 211, PG. 290, D.R.D.C.T., (4) THE REMAINDER OF SAID 64.1 ACRES NOW KNOW AS CALLED 63 ACRE TRACT WAS CONVEYED IN WARRANTY DEED FROM MRS. N. A. TURNER, A FEME SOLE, INDIVIDUALLY AND AS ADMINISTRATIX WITH WILL ANNEXED OF THE ESTATE OF A. D. TURNER, DECEASED, TO J. T. CAMPBELL AS RECORDED IN VOL. 219, PG. 116, D.R.D.C.T., AND (5) CALLED 65.9 ACRES CONVEYED IN WARRANTY DEED FROM LEWIS A. BROWN TO W. D. FORTUNE RECORDED DATED 04/19/1919 AS RECORDED IN VOL. 163, PG. 430, D.R.D.C.T.
- C. SAID 64.1 ACRE TRACT AS DESCRIBED IN WARRANTY DEED VOL. 154, PG. 13, D.R.D.C.T. INCLUDED CALLS TO THE NORTHWEST (3.5 VARAS SOUTH OF NWC) AND NORTHEAST (3.3 VARAS SOUTH OF NEC) CORNERS OF THE ORIGINAL 62.5 ACRES TRACT REFERENCED IN VOL. 84, PG. 360, D.R.D.C.T.; SAID CALLS DESCRIBE A TRACT OF LAND EXCLUDED FROM THE SAID 64.1 ACRES TRACT OF LAND AND THAT RUNS ALONG THE NORTH LINE OF SAID 64.1 ACRE TRACT OF LAND AND IS HELD IN FEE BY BROWN, ET AL.,
- D. KEATINGS KOVE ACRES SUBDIVISION PARENT TRACTS: (1) CALLED 0.65 ACRE (PART OF A 2.62 ACRE TRACT OUT OF A 65.9 ACRE TRACT) AS CONVEYED CHARLES E. BOYD AND WIFE, MARY BOYD, TO RICHARD V. KEATING RECORD DATE OF 02/28/1952 AS RECORDED IN VOL. 375, PG. 536, D.R.D.C.T., AND (2) CALLED 10 ACRE (PORTION OF SAID 63 ACRES TRACT) AND CALLED 1.75 ACRE (PORTION OF 2.62 ACRES OUT OF 65.9 ACRE TRACT) TRACTS OF LAND CONVEYED FROM J. LEONARD BOYD AND WIFE, ORA BOYD TO RICHARD V. KEATING AND WIFE, MARIE KEATING, RECORD DATE 02/28/1952, AS RECORDED IN VOL. 375, PG. 537, D.R.D.C.T.
- E. THERE ALSO APPEARS TO BE AN OFFSET ALONG THE EASTERN EDGE OF SAID 63 ACRE TRACT OF LAND AND THE WESTERN EDGE OF SAID 65.9 ACRE TRACT OF LAND; WHEREAS, THE NORTHWEST CORNER OF THE 65.9 ACRE TRACT OF LAND APPEARS TO LIE ON THE SOUTH LINE OF 210 ACRE TRACT OF LAND AND THE NORTH LINE OF SAID 250-1/4 ACRE TRACT OF LAND; ALSO, AS NOTED THE LEGAL DESCRIPTION OF THE "SECOND TRACT" OF SAID KEATINGS KOVE ACRES, THE POINT OF BEGINNING OF THE "SECOND TRACT" IS 10.8 FEET NORTH OF THE NORTHEAST CORNER OF SAID 64.1 ACRE TRACT SAID POINT BEING THE NORTHWEST CORNER OF SAID 65.9 ACRE TRACT OF LAND.
- F. THE WESTERN PORTION OF SAID 210 ACRE TRACT OF LAND WAS CONVEYED AS FOLLOW: (1) 125 ACRES DESCRIBED IN WARRANTY DEED FROM WILLIAM W. WRIGHT AND GENA WRIGHT TO M. L. MARTIN RECORDED 08/10/1903 AS RECORDED IN VOL. 84, PG. 621, D.R.D.C.T., (2) 108.5 ACRES (EASTERN PORTION OF SAID 125 ACRES) DESCRIBED IN DEED TO THE CITY OF DALLAS RECORD DATE 10/17/1924 AS RECORDED IN VOL. 195, PG. 76, D.R.D.C.T., (3) 16.777 ACRES OF LAND (WESTERN PORTION OF SAID 125 ACRE TRACT OF LAND) AS DESCRIBED IN WARRANTY DEED FROM JAKE M. BLACK TO ERSKINE K. BLUDWORTH, WITH RECORD DATE 03/27/1961 AS RECORDED IN VOL. 466, PG. 281, D.R.D.C.T., (4) 2 ACRE TRACT OF LAND CONVEYED FROM M. L. MARTIN AND WIFE, AISLEY MARTIN, TO ESTHERMELVIN EASELEY AND WIFE EDITH LOUIS EASELY, WITH RECORD DATE 02/18/1939 AS RECORDED IN VOL. 275, PG. 234, D.R.D.C.T., AND (5) 3 ACRES TRACT OF LAND RECORDED IN WARRANT DEED FROM M. MARTIN, MD, AND WIFE, AILSEY MARTIN, TO GROVER S. CAMPBELL RECORD DATED 06/30/1939 AS RECORDED IN VOL. 277, PG. 183, D.R.D.C.T.,
- G. THE 16.777 ACRE BLUDWORTH TRACT WAS PLATTED AS FOLLOWS: (1) SHADY SHORES ACRES [SECTION ONE], AN ADDITION TO THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS, AS RECORDED IN VOL. 2, PG. 212, PLAT RECORDS OF DENTON COUNTY, TEXAS (P.R.D.C.T.) AND (2) SHADY SHORES ACRES, SECTION TWO, AN ADDITION TO THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS, AS RECORDED IN VOL. 2, PG. 224, P.R.D.C.T., AS SHOWN ON THE PLAT OF SHADY SHORES ACRES [SECTION ONE] THE EASTERN MOST LINE OF SUBDIVISION IS SHOWN AS HAVING A TOTAL LENGTH OF 593.40 FEET; WHEREAS, SAID WARRANTY DEED VOL. 466, PG. 281, DESCRIBES THE SAME EAST LINE AS BEING 593.4 FEET IN LENGTH AND "SOUTH 21 FEET OF A NORTH BOUNDARY LINE OF AND EAST AND WEST PUBLIC ROAD, AND BEING 9 FEET NORTH OF THE SOUND BOUNDARY LINE OF SAID ROAD." THE SAME LINE IS NOTED AS BEING 594 FEET LONG IN VOL. 275, PG. 234, D.R.D.C.T. AND IN THAT CERTAIN AGREED FINAL DECREE OF DIVORCE FROM CYNTHIA LOU MURRAY TO DONALD JACKSON MURRAY RECORD DATE 03/16/2007 AS RECORDED IN INSTRUMENT NUMBER 2007-31392, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS (O.P.R.D.C.T.)
- H. SAID 2 ACRE TRACT OF LAND DESCRIBED IN INSTRUMENT NTHE TWO 5/8" IRON RODS WITH CAPS STAMPED "CROWLEY RPLS 5210" MARK THE PROPOSED NORTHERN DEDICATION OF RIGHT OF WAY AS SHOWN ON THE MINOR PLAT FOR STEWART ADDITION THAT WAS PROVIDED BY THE TOWN OF SHADY SHORES IN ORDER TO FACILITATE THIS RETRACEMENT. THE PLAT IS NOT A FINAL SURVEY DOCUMENT AND IS NOT A PART OF THE PUBLIC RECORD.

SURVEYOR'S CERTIFICATION:

BASELINE CORPORATION
TX-SURV F-10183033

THIS IS TO CERTIFY THAT BASELINE CORPORATION HAS, DURING THE MONTHS OF NOVEMBER AND DECEMBER, 2021, AT THE REQUEST OF BINKLEY & DARFIELD, INC. AS AGENT FOR THE TOWN OF SHADY SHORES, PERFORMED A RETRACEMENT SURVEY OF A PORTION OF A PUBLIC RIGHT OF WAY KNOWN AS BROWN TERRACE AND THE KEATINGS KOVE SUBDIVISION, BEING SITUATED IN THE BARTLET EAVES SURVEY, ABSTRACT 388, TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS, AND THE RESULTS OF SAID SURVEY ARE SHOWN HEREON.

THIS SURVEY CONSISTS OF A NUMBERED SET OF SIX (6) SHEETS ISSUED CONCURRENTLY AND INDIVIDUAL SHEETS ARE NOT INTENDED TO STAND ALONE. SIGNIFICANT INFORMATION BEYOND THE DOBBS ROAD CORRIDOR IS SHOWN TO DOCUMENT THE CONNECTION BETWEEN RECORDED SUBDIVISIONS AND METES & BOUNDS DESCRIPTIONS BUT THIS IS NOT A CERTIFIED SURVEY OF SAID PARCELS. THIS SURVEY IS SUBJECT TO THE NOTES SHOWN HEREON.

ON THIS DAY, April 22, 2022

HEATHER WELCH-WESTFALL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6624



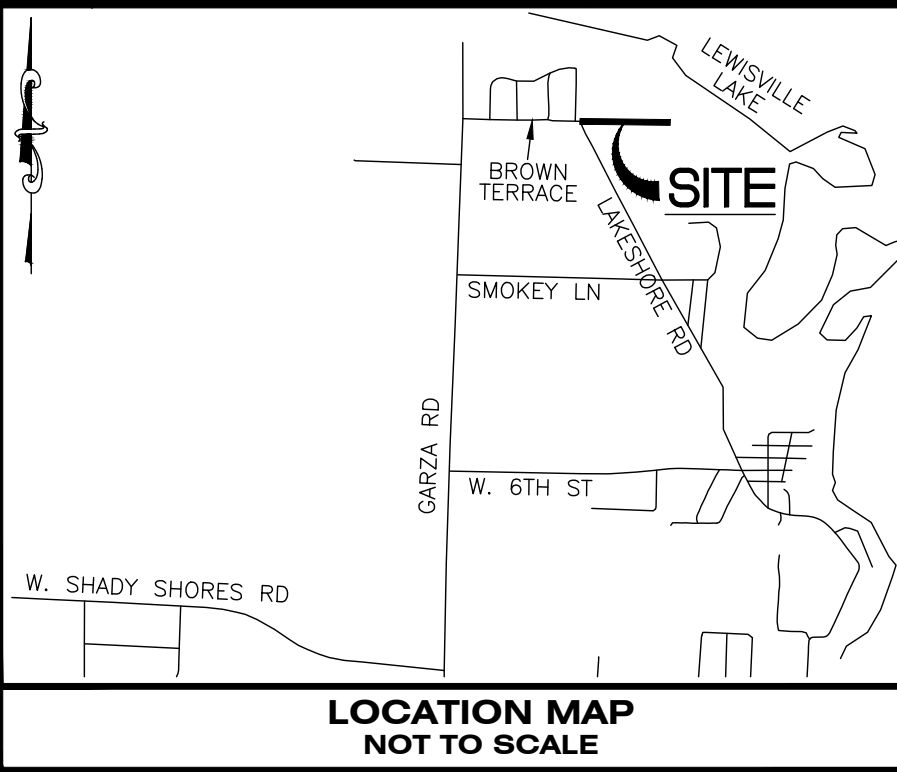
SURVEY NOTES:

- COORDINATES AND BEARINGS SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202). ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999852397861. COORDINATES ARE BASED UPON NORTH AMERICAN DATUM OF 1983 (NAD 83) CORS ADJUSTMENT BASED FROM REDUNDANT RTK GPS OBSERVATIONS.
- SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR ENCUMBRANCES OF RECORD WHICH ARE NOT SHOWN ON THE SURVEY.
- SURVEYOR COORDINATED WITH THE TOWN OF SUNNYVALE IN RETRACING THE DEDICATED AND PRESCRIPTIVE RIGHT OF WAY.
- SURVEY ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE BASED ON PUBLIC RECORD.
- SURVEYED ON THE GROUND IN OCTOBER AND NOVEMBER, 2021.

A SURVEY OF A PORTION OF
**BROWN TERRACE AND
KEATINGS KOVE ACRES**

IN THE
**BARTLET EAVES SURVEY
ABSTRACT NO. 388,
TOWN OF SHADY SHORES
DENTON COUNTY, TEXAS**

DRAWN BY WJH
CHECKED BY HWW
DRAWING SCALE
DATE 12/17/2021
Job Number 0160012012.007
Sheet Number 1 of 6

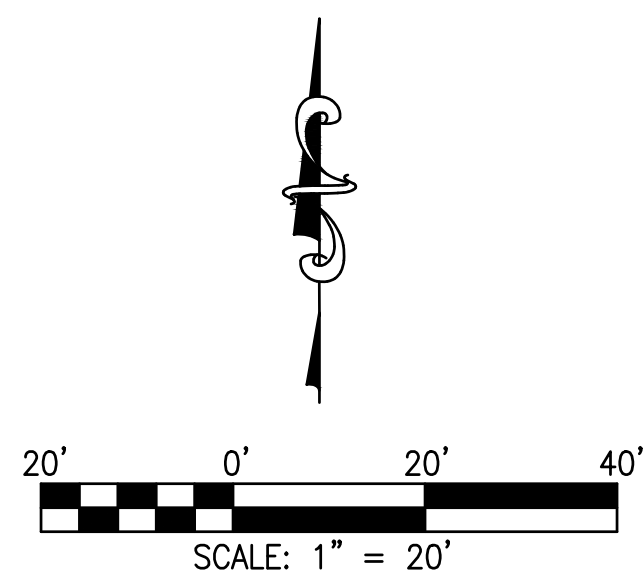


Baseline Corporation | TxSurv F-10183933
1801 Gateway Blvd, Ste 205, Richardson, TX 75080
972.535.6325 | BaselineSurveyors.net

DISCLAIMER: THIS SHEET IS PART OF A NUMBERED SET OF SHEETS AS INDICATED IN THE TITLE BLOCK. ANYTHING NOT SHOWN HEREON IS NOT PART OF THIS SURVEY. PLEASE REFER TO THE LAST PAGE LEGEND, SPECIFICATIONS, CERTIFICATIONS, SEALS, AND SIGNATURES.

THE REGISTERED PROFESSIONAL LAND SURVEYOR HEREBY DISCLAIMS ANY RESPONSIBILITY FOR OTHER DOCUMENTS RELATING TO OR INTENDED TO BE USED IN CONNECTION WITH THIS SURVEY, OR SUBSEQUENT ENGINEERING PROJECTS OR SURVEYS. SAID PROFESSIONAL DIGITAL MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT.

**BROWN TERRACE &
KEATINGS KOVE ACRES**
**TOWN OF SHADY SHORES
DENTON COUNTY, TEXAS**
BOUNDARY SURVEY



**A SURVEY OF A PORTION OF
BROWN TERRACE AND
KEATINGS KOVE ACRES
IN THE
BARTLET EAVES SURVEY
ABSTRACT NO. 388,
TOWN OF SHADY SHORES
DENTON COUNTY, TEXAS**

**BROWN TERRACE &
KEATING'S KOVE ACRES**

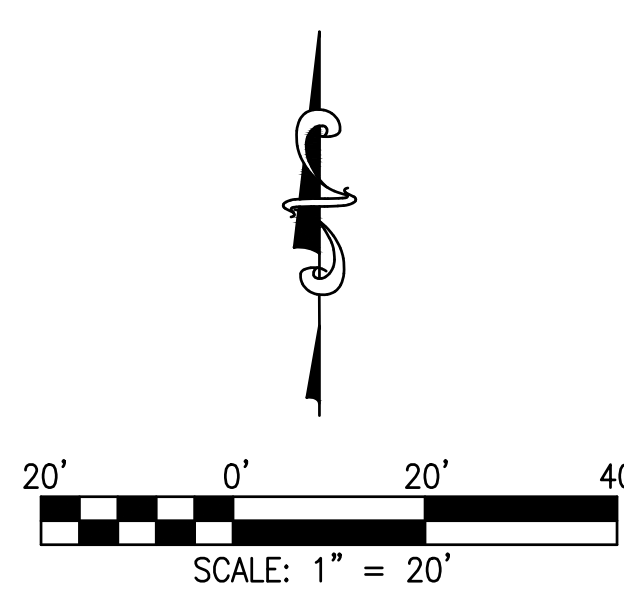
**TOWN OF SHADY SHORES
DENTON COUNTY, TEXAS**

BOUNDARY SURVEY

DRAWN BY	WJH
CHECKED BY	HWW
DRAWING SCALE	1" = 20'
DATE	12/17/2021
<i>Job Number</i>	
0160012012.007	
<i>Sheet Number</i>	
2 of 6	

[illegible]

DISPOSABLES. THIS SHEET IS PART OF A NUMBERED SET OF SHEETS AS INDICATED IN THE TITLE BLOCK. INDIVIDUAL SHEETS ARE NOT INTENDED TO STAND ALONE. PLEASE REFER TO THE LAST PG. FOR LEGEND, NOTES, CERTIFICATIONS, SEALS, AND SIGNATURES.



DRAWN BY	WJH
CHECKED BY	HWW
DRAWING SCALE	1" = 20'
DATE	12/17/2021
Job Number	
0160012012.007	
Sheet Number	
3 of 6	

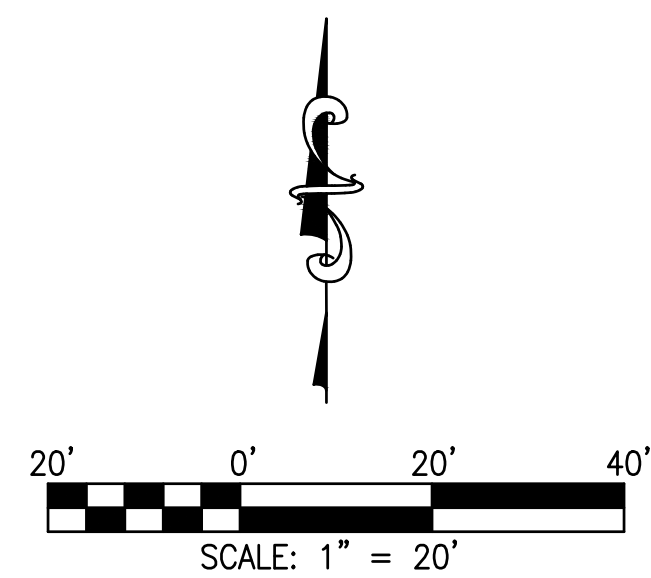
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**BROWN TERRACE &
KEATING'S KOVE ACRES**

TOWN OF SHADY SHORES
DENTON COUNTY, TEXAS

BOUNDARY SURVEY



VOL. 411, PG. 194
D.R.D.C.T.

N180°35'44"W 99.99'

4 of 6

**BROWN TERRACE &
KEATING'S KOVE ACRES**

**TOWN OF SHADY SHORES
DENTON COUNTY, TEXAS**

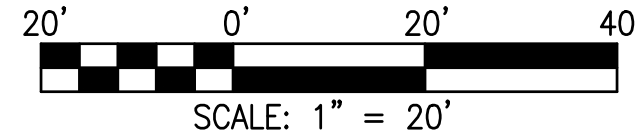
BOUNDARY SURVEY

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BASILINE
BASILINE CORPORATION

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LAKE SHORE DRIVE
(UNNAMED ROAD)
[MIN. WIDTH = 39.95' MAX. WIDTH = 55.82']
("PUBLIC ROAD" DEDICATION)
VOL. 389, PG. 139
D.R.C.1.

BLOCK A
LOT 38R2

S63°02'39"W 146.84'
(UNNAMED ROAD)
[MIN. WIDTH = 33.58', MAX. WIDTH = 34.08']
(30' R.O.W. DEDICATION)
VOL. 395, PG. 139
D.R.D.C.T.

(UNNAMED ROAD)
[MIN. WIDTH = 25.63', MAX. WIDTH = 26.72']
(30' R.O.W. DEDICATION)
VOL. 395, PG. 139
D.R.D.C.T.

VOL. 395, PG. 139
P.R.D.C.T.

(UNNAMED ROAD)
[MIN. WIDTH = 28.82', MAX. WIDTH = 30.45']
(30' R.O.W. DEDICATION)
VOL. 395, PG. 139
D.R.D.C.T.
S89°23'47"E 314.83'

KEATINGS KOVE SUBDIVISION
VOL. 395, PG. 139
P.R.D.C.T.

A SURVEY OF A PORTION OF
**BROWN TERRACE AND
KEATINGS KOVE ACRES**

IN THE
BARTLET EAVES SURVEY
ABSTRACT NO. 388,
TOWN OF SHADY SHORES
DENTON COUNTY, TEXAS

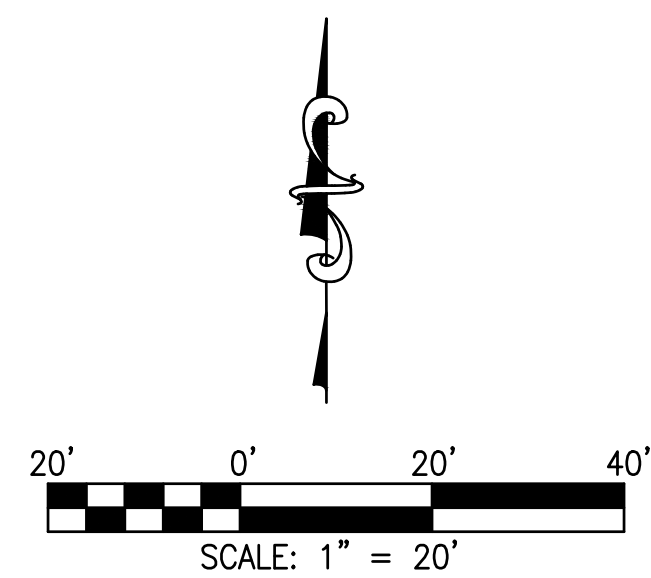
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**BROWN TERRACE &
KEATING'S KOVE ACRES**

**TOWN OF SHADY SHORES
DENTON COUNTY, TEXAS**

BOUNDARY SURVEY

DRAWN BY	WJH
CHECKED BY	HWW
DRAWING SCALE	1" = 20'
DATE	12/17/2021
<i>Job Number</i>	
0160012012.007	
<i>Sheet Number</i>	



DRAWN BY	WJH
CHECKED BY	HWW
DRAWING SCALE	1" = 20'
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Job Number	
0160012012.007	
Sheet Number	
6 of 6	

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**BROWN TERRACE &
KEATING'S KOVE ACRES**

**TOWN OF SHADY SHORES
DENTON COUNTY, TEXAS**

BOUNDARY SURVEY

Invoice

940-321-1236

SOLD TO Town of Shady shoes

SHIP TO

ADDRESS

ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

Shady shoes TX

CUSTOMER ORDER NO.

SOLD BY

TERMS

F.O.B.

DATE

Bob Baker A Proposal

7-13-22

ORDERED

SHIPPED

DESCRIPTION

PRICE

UNIT

AMOUNT

Phase II Tree Removal
Trees removed in the right of
way in the proposed widening
of the road in Brown Terrace
- all debris hauled away
- stumps ground 2' below grade

26000.00

6000.00

\$3200.00

Total

Thanks,

BF

Baker Landscape & Tree Service

1121 N. Corinth St.

Corinth, TX 76208

356409

Invoice

SOLD TO		940-321-1236		SHIP TO		
ADDRESS		Town of Shady Shoes		ADDRESS		
CITY, STATE, ZIP		Shady Shoes TX		CITY, STATE, ZIP		
CUSTOMER ORDER NO.		SOLD BY		DATE		
		Bob Baker		7-13-22		
		TERMS		F.O.B.		
		A Proposal				
ORDERED	SHIPPED	DESCRIPTION		PRICE	UNIT	AMOUNT
		Phase I Tree Removal				
		To remove trees in the right of way				29000.00
		at Brown Terrace				
		- haul everything away				
		- Grind stumps 2' below grade				6750.00
		- Smaller trees & underbrush removed also				
						35750.00
						Total
		Thanks,				
		J. Sof				

Estimate #

11635-E

(817) 329-2450

Client Information

Client:	Shady Shores	Client Phone:	(940) 498-0044
Client Address:	101 South Shady Shores Road, Shady Shores TX 76208	Client Email:	town.administrator@shady-shores.com
Job Site Location:	Brown Trail Shady Shores		
Add. Info:	City ROW		
Job Site Contact:	Katie Klien		

Proposed Work

DESCRIPTION

PRICE

6.15 Tree Removal

\$ 12,500.00

Option 1

Tree Removals based off engineer flagging stakes and tree markers.
From Keatings Kove to approximately the drive entrance to the last property on the north side.

City to have personal property in ROW moved (see attached images.

- Follow all ANSI safety standards and take extreme care when removing pieces that could damage any surrounding targets/structures**
- Remove all created debris from job site**

06 Tree Service Production

\$ 6,800.00

Option 1

Root ball extraction to insure engineer desired objective of 2 feet depth removals where possible
Stump grind 12" - 15" below grade where utilities are present (old growth tree roots will be wrapped around utilities and will damage them if removed by pulling out stumps. On site meeting with project manager and engineer after utility locate service is recommended.

Subtotal: \$ 19,300.00

Tax 0%: \$ 0.00

Total: \$ 19,300.00

Project Requirements

- ☒ Clean Up
- ☒ Dispose Brush
- ☒ Dispose Wood

All services are performed in accordance with ANSI A300 Tree Care Standards and ANSI Z133, and OSHA Safety Standards. ** This Estimate is valid for 30 days from the date of Estimate. **

For every tree we service, we donate one tree planted through the National Forest Foundation. **TreeNewal Donations:**
2017 – 1,250 Trees Planted 2018 – 2,600 Trees Planted
2019 – 4,200 Trees Planted 2020 – 16,440 Trees Planted
2021 – 21,581 Trees Planted

We thank you for the opportunity to be a part of your tree care and hope you will join us in our mission of sustainability.



ACCEPTANCE OF ESTIMATE:

Your signature acknowledges you have read and agreed to the TERMS & CONDITIONS herein and accept the pricing and work specifications listed within this Estimate.
Please sign and email to info@treenewal.com or click on the link within the email this Estimate was sent.

Estimator:
H McMullen

11635-E, Rev 2

Date: Jun 27, 2022

Shady Shores / Signature

Date: _____

PAYMENT TERMS:

Payment is due upon the date of completion of TreeNewal, LLC services.

Unpaid balances will incur finance charges of 3% until balance is paid in full. Initial finance charges will incur after 10 days of unpaid balance and incur every 10 days thereafter until balance is paid in full.

All services are subject to the appropriate sales tax. If tax exempt, please email either a signed Tax Exemption Certificate or a Resale Certificate to info@treenewal.com at time of acceptance of estimated work.

A 50% down payment **may** be required prior to the start of any job that requires the purchase of job specific materials.

Due to our guarantee of services performed, it is specifically understood and agreed upon that no warranty work will be performed until all outstanding amounts owed to TreeNewal, LLC have been paid in full by the customer. (See EXCLUSIONS and LIMITED WARRANTIES below)

FORMS OF PAYMENT (CHECK BOX BELOW):

Credit Card online (If paying by credit or debit card, there is a 3.75% processing charge applied to the total invoice for all services.)

Zelle (Please send funds to the TreeNewal account using the email address d.gaona@treenewal.com. Be sure to include the Invoice number and your first and last name in the message/notes section.)

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LIMITED WARRANTIES:

TreeNewal, LLC does not warrant damage from causes such as insects, improper watering, improper drainage, any Act of God, falling objects, vehicle or other mechanical damage, or vandalism.

PLANTED MATERIALS:

NO WARRANTY.

CABLING:

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I agree to the work and services described and to the TERMS & CONDITIONS within this Estimate. Any changes or alterations to, or deviation from the detailed work and services described in this Estimate which is agreed upon, and involves extra cost of material and/or additional labor; will become an extra charge over and above this Estimate.

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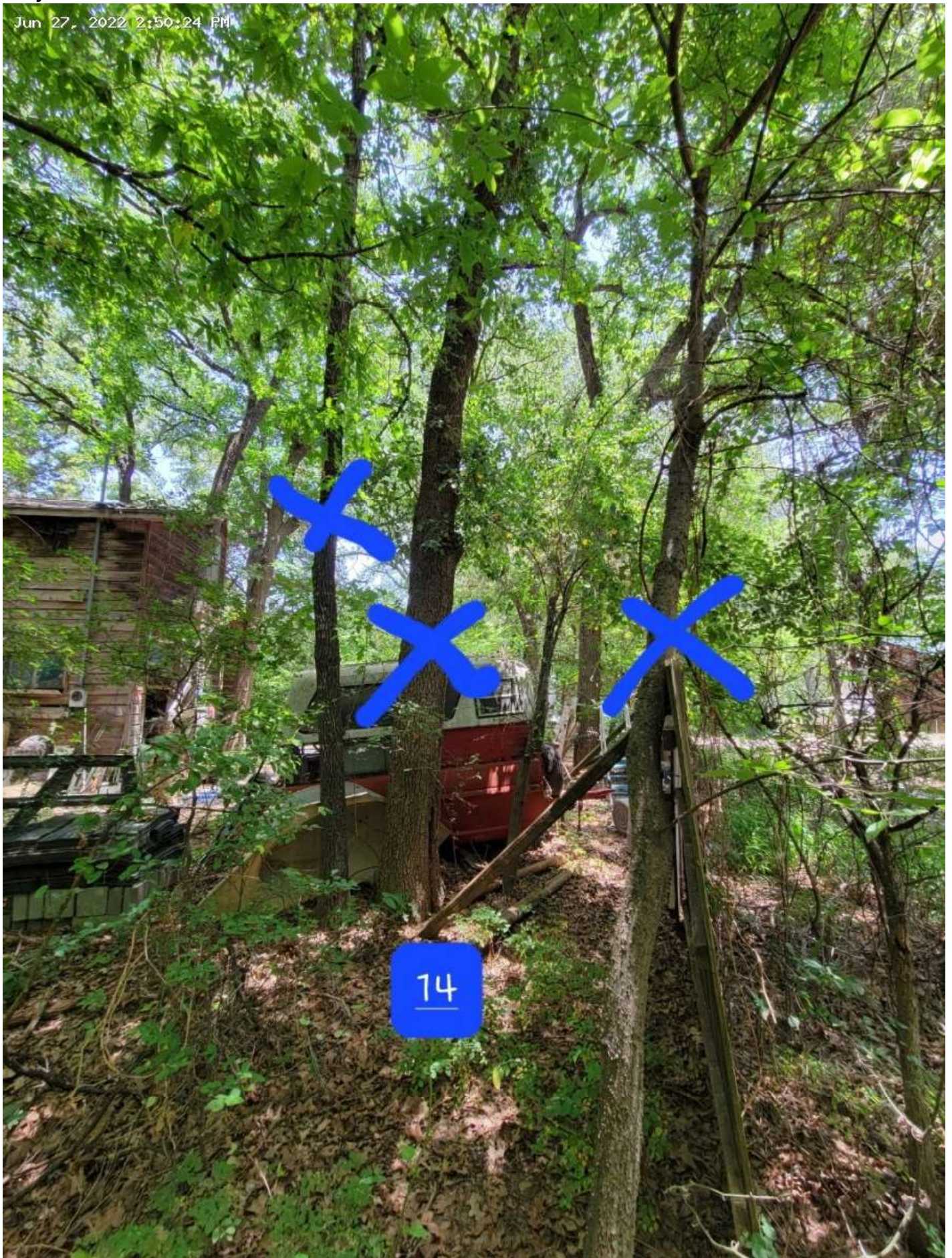
TreeNewal, LLC values you as our customer. A positive experience with TreeNewal, LLC is our first priority. Please share any concerns with us promptly so that we can address immediately. We require notice of any concerns by calling 817-329-2450 or emailing info@treenewal.com within one week of completion date of the work and services described within this Estimate.

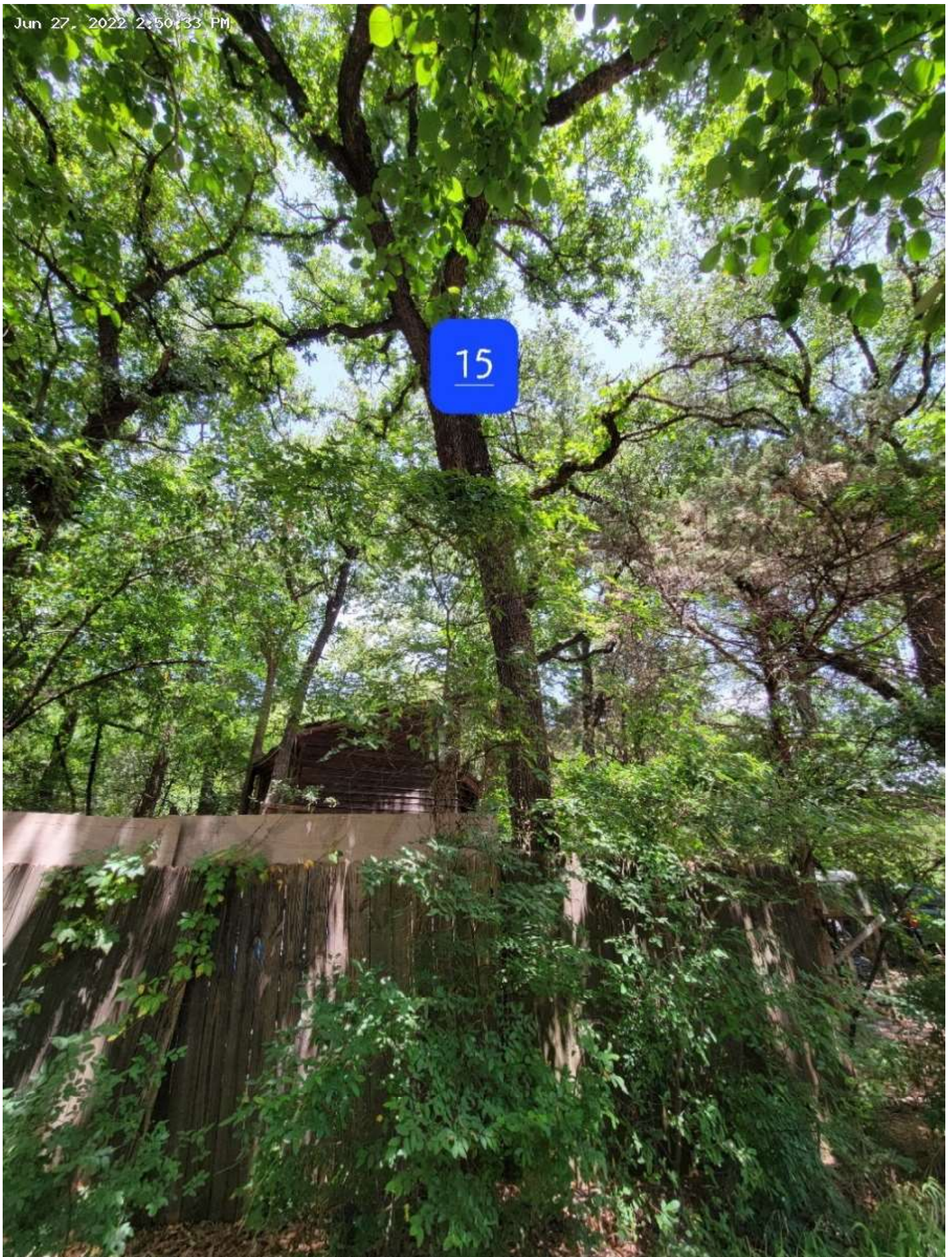
WE LOVE REFERRALS!

Please refer your family and friends in need of a Knowledgeable Sustainable Tree Care Company.

Project Scheme

Jun 27, 2022 2:50:24 PM





Estimate # 11638-E

(817) 329-2450

Client Information

Client:	Shady Shores	Client Phone:	(940) 498-0044
Client Address:	101 South Shady Shores Road, Shady Shores TX 76208	Client Email:	town.administrator@shady-shores.com
Job Site Location:	Brown Trail Shady Shores		
Job Site Contact:	Katie Klien		

Proposed Work

DESCRIPTION

PRICE

6.15 Tree Removal

\$ 8,875.00

Option 2

Remove trees in city ROW.

From approximately the last driveway entrance on north side, east to Corp property line.

Estimated based off engineer flagging stakes, property owner fence being constructed, and average width of ROW stakes.

Personal property in ROW to be moved by city.

- Follow all ANSI safety standards and take extreme care when removing pieces that could damage any surrounding targets/structures
- Remove all created debris from job site

06 Tree Service Production

\$ 5,000.00

Option 2

Root ball extraction on removed trees to achieve engineers objectives of 2 foot depth removal.

Subtotal: \$ 13,875.00

Tax 0%: \$ 0.00

Total: \$ 13,875.00

Project Requirements

- ☒ Clean Up
- ☒ Dispose Brush
- ☒ Dispose Wood

All services are performed in accordance with ANSI A300 Tree Care Standards and ANSI Z133, and OSHA Safety Standards. ** This Estimate is valid for 30 days from the date of Estimate. **

For every tree we service, we donate one tree planted through the National Forest Foundation. **TreeNewal Donations:**

2017 - 1,250 Trees Planted

2018 - 2,600 Trees Planted

2019 - 4,200 Trees Planted

2020 - 16,440 Trees Planted

2021 - 21,581 Trees Planted

We thank you for the opportunity to be a part of your tree care and hope you will join us in our mission of sustainability.

ACCEPTANCE OF ESTIMATE:

Your signature acknowledges you have read and agreed to the TERMS & CONDITIONS herein and accept the pricing and work specifications listed within this Estimate.

Please sign and email to info@treenewal.com or click on the link within the email this Estimate was sent.

Estimator:
H McMullen

11638-E, Rev 2

Date: Jun 27, 2022

Shady Shores / Signature

Date: _____

PAYMENT TERMS:

Payment is due upon the date of completion of TreeNewal, LLC services.

Unpaid balances will incur finance charges of 3% until balance is paid in full. Initial finance charges will incur after 10 days of unpaid balance and incur every 10 days thereafter until balance is paid in full.

All services are subject to the appropriate sales tax. If tax exempt, please email either a signed Tax Exemption Certificate or a Resale Certificate to info@treenewal.com at time of acceptance of estimated work.

A 50% down payment **may** be required prior to the start of any job that requires the purchase of job specific materials.

Due to our guarantee of services performed, it is specifically understood and agreed upon that no warranty work will be performed until all outstanding amounts owed to TreeNewal, LLC have been paid in full by the customer. (See EXCLUSIONS and LIMITED WARRANTIES below)

FORMS OF PAYMENT (CHECK BOX BELOW):

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Jun 27, 2022 2:59:53 PM







AGENDA MEMORANDUM

DATE: August 8, 2022

TO: Town Council

FROM: Wendy withers, Town Administrator

SUBJECT: Dark Fiber Lease and Network Agreement between the Town of Shady Shores and Pavlov Media, Inc. **(Broadband Project) -consider and act on approval of the Dark Fiber Lease and Network Agreement between the Town of Shady Shores and Pavlov Media, Inc. authorizing a public-private partnership for the deployment of a fiber to premises network throughout the Lake Cities (Hickory Creek, Corinth and Shady Shores).**

BACKGROUND/INFORMATION:

During a joint meeting of the Lake Cities Town Councils, the lack of high speed broadband services was determined to be the number one issue for residents in the Lake Cities Area. A Brief Timeline of Events:

Timeline of Broadband Events

October 2018	Joint Meeting of Lake Cities Town Councils- Staff was directed to meet and discuss and identify regional projects.
February 25, 2019 Council Direction	Lack of High-Speed Internet was identified and approved as a major issue in the Lake Cities, this was a result of a joint meeting of Lake Cities Staff, Lake Cities Town Council's directed City Managers to pursue a solution to this issue.
February 20, 2020 Broadband Committee	Broadband Committee was formed, and initial meeting was held. Current internet service providers were invited to attend meetings and participate in working toward a solution.
April 2020-January 2021 Connected Nation	Lake Cities Communities entered into an agreement with Connected Nation to map existing services, a citizen survey and provide a recommendation and assist in developing a strategic plan. From these meetings it was determined that an RFP for Services should be developed to explore the possibilities of a public private partnership.
April- June 2021	City Managers met with various entities to discuss the development of a solution based on the information received from the Connected Nation Report. The announcement of the American Rescue Funds Act, opened discussions about using those funds to pay for a dark fiber ring connecting local government facilities, and extending service to the entire Lake Cities Community to include residential and commercial
June 14, 2021	Lake Cities engaged Marketplace City to solicit RFP's and assist with the selection of a company to build a dark fiber ring to connect the Local Governments in the Lake Cities.
January 12, 2022	Lake Cities voted to enter contract negotiations with Pavlov

July 28 2022	Lake Dallas withdrew from the Broadband Project
August 1, 2022	Hickory Creek voted to approve moving forward with the contract between Hickory Creek, Shady Shores and the City of Corinth.
August 4, 2022	Corinth is scheduled to vote on a contract moving forward with the project between Hickory Creek, Shady Shores and the City of Corinth.

FINANCIAL IMPLICATIONS:

The project will be paid for with the American Rescue Act Funds, as follows:

	Population		Land Area		Total %		Total Share
	Per City	% of total	Sq. miles	% of total	Allocation		
Corinth	22,634	75%	7.9	51%	63%		\$2,047,500
Hickory Creek	4,718	16%	4.5	29%	22%		\$731,250
Shady Shores	2,764	9%	2.9	20%	14%		\$471,250
Total	30,116	100%	15.3	100	100%		\$3,250,000

<u>Name of Lake City</u>	<u>No. of Dark Fiber Strands Allocated to Each Lake City</u>	<u>Total % Allocation</u>	<u>Relocation Repair Fund</u>
Corinth	30	62.5%	\$93,750
Hickory Creek	11	22.92%	\$34,375
Shady Shores	7	14.58%	\$21,875
Total	48		\$150,000
Total Shady Shores Cost for Broadband			\$493,125

RECOMMENDATION/ACTION DESIRED:

Approve the contract as presented.

Suggested Lanaguage for motion:

I move to approve the Dark Fiber Lease and Network Agreement between the Town of Shady Shores and Pavlov Media, Inc. authorizing a public-private partnership for the deployment of a fiber to premises network throughout the Lake Cities subject to the following conditions: (1) the Town's approval is contingent upon the Agreement being approved and executed by each of the other Lake Cities members identified in the Agreement; and (2) the effective date of the Agreement will be the later of August 15, 2022 or the date upon which the last Lake Cities member executes the Agreement

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: August 8, 2022
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Strategic Planning Committee Final Report- Receive a report from the Strategic Planning Committee.

BACKGROUND/INFORMATION:

The Shady Shores Strategic Planning Committee has been meeting for approximately six (6) months. During that time, discussions have ranged from future street repairs; land use planning and future planning for green space, staffing and parking needs.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Strategic Planning Committee Report 07.22

REVIEWED BY:



Town of Shady Shores Strategic Planning Committee Report

Mission statement

The Town of Shady Shores Endeavors to preserve the original charm of the town, while providing efficient and effective service at a reasonable cost to our residents. We are committed to encouraging citizen involvement through transparency, active volunteerism, and sound fiscal management.



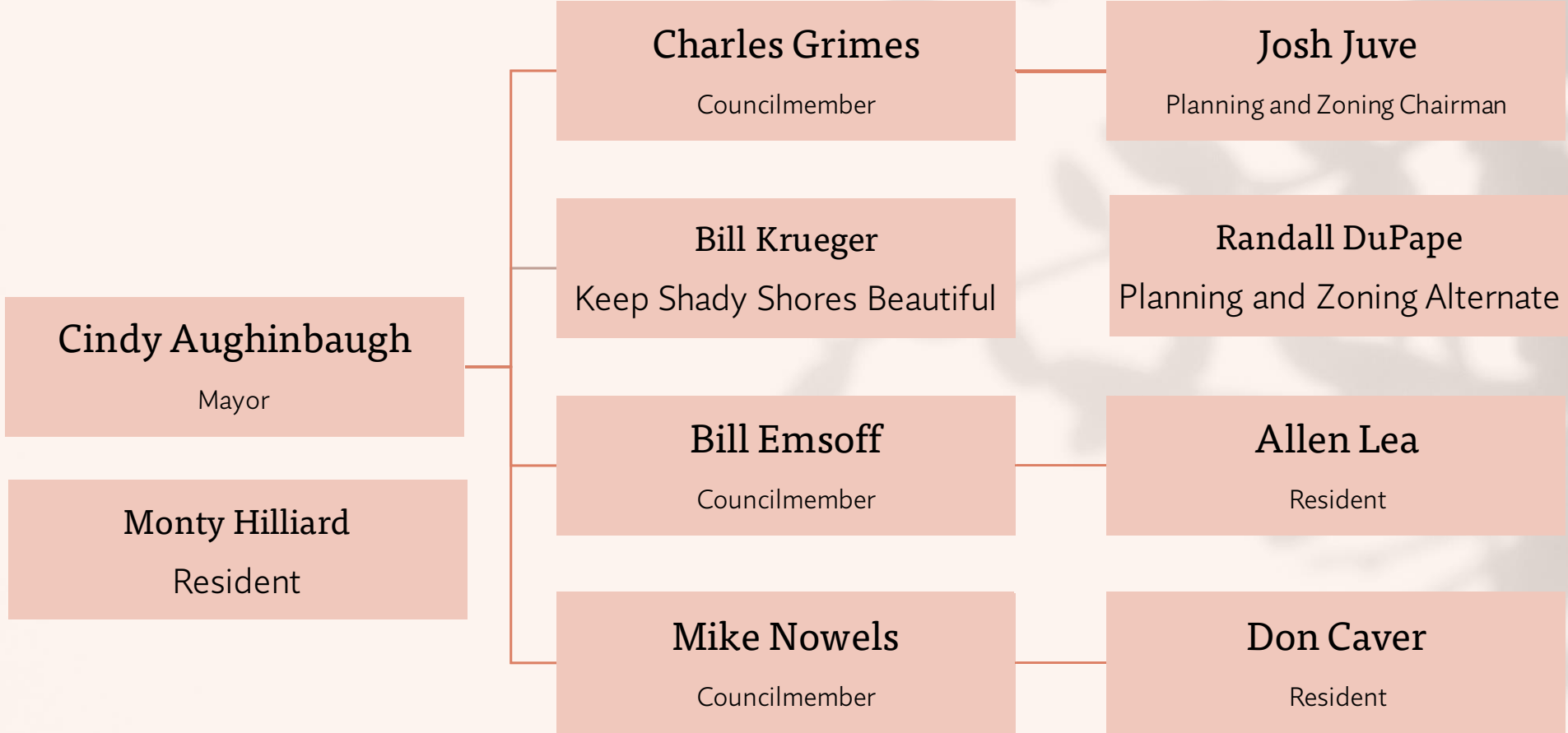
Vision Statement



Vision Statement

The Town of Shady Shores strives to maintain capital assets including major thoroughfares, roadways, buildings, and greenspace. The Town seeks to protect and improve the urban, rural environment while preserving and building on our history and recognizing our residents are the most important asset to our community.

The Team



Key Information

Population	2770
Housing Units	1055
Vacant Land	420 acres
Property Tax	.32145

Roads Current and Future Shady Shores Capital Improvement Projects

Project	Projected Completion Date	Cost Estimate
Lakeshore Road Paving Repairs	Completed	\$141,897
Cogburn Court Paving Repairs	Completed	\$185,029
Oberman Lane Paving Repairs	September 2022	\$460,000
Shahan Addition Drainage and Road Repair	September 2022	\$817,650
Fritz Lane Paving Improvements	August 2022	\$277,000

Roads Current and Future American Rescue Funds Act

Project	Project Completion Date	Cost Estimate
E. 6 TH Street Drainage Improvements	January 2023	\$198,000
Culvert Replacements W. Shady Shores Road	August 2022	\$ 98,000
Shahan Lane Drainage Improvements	September 2022	\$ 97,000

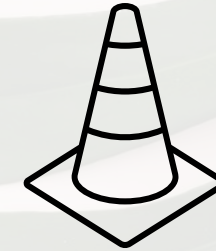
Roads Current and Future Denton County Bond Project

Project	Project Completion Date	Cost Estimate
S. Shady Shores Road Bridge	March 2026	\$19,000,0000
Dobbs Road	TBD	\$6,000,000
W. Shady Shores Road	TBD	\$21, 000,000

Roads Current and Future Future Projects

Project	Project Completion Date	Cost Estimate
Fritz Lane Roundabout	TBD	\$500,000
Keatings Kove (right of way)	October 2022	TBD
Eason Road	TBD	\$304,000
Jay Street	TBD	TBD
Fritz Lane Culvert Repairs	TBD	1,200,000
Gravel and Repairs to Old Town Streets	2023 Budget Year	\$5,000
Crack Seal Town Streets	Annual	\$25,000

Action Items



- Establish a Yearly Budget for Crack Seal
- Review Current Public Works Procedures and Contracts
 - Investigation of Interlocal for Public Works Department
 - Conduct a review of work items and determine what could be rebid or contracted for better services
 - Investigate full or part time public works staff
 - Establish checklist for weekly inspection of bar ditches culverts and other potential hazards

Future Development



Current

R-2000 Zoning/Planned Development

420 acres vacant for development

No provisions for sidewalks/greenspace

Future

Planned Parks and Green Space

Highspeed Internet

Community Open Spaces

Parking needs

Action Items

- Investigate the possibility of a Landscape Ordinance
- Investigate the possibility of a Tree Ordinance and a Tree replacement Ordinance
- Investigate Roof Pitch for New Home Construction
- Review of the Subdivision Ordinance to require Sidewalks
- Review of the Subdivision Ordinance to require Green/Open Space in New Developments
- Street Light Plan for New Developments (Dark Sky principles)



FUTURE REVENUE SOURCES

HOTEL MOTEL SALES TAX

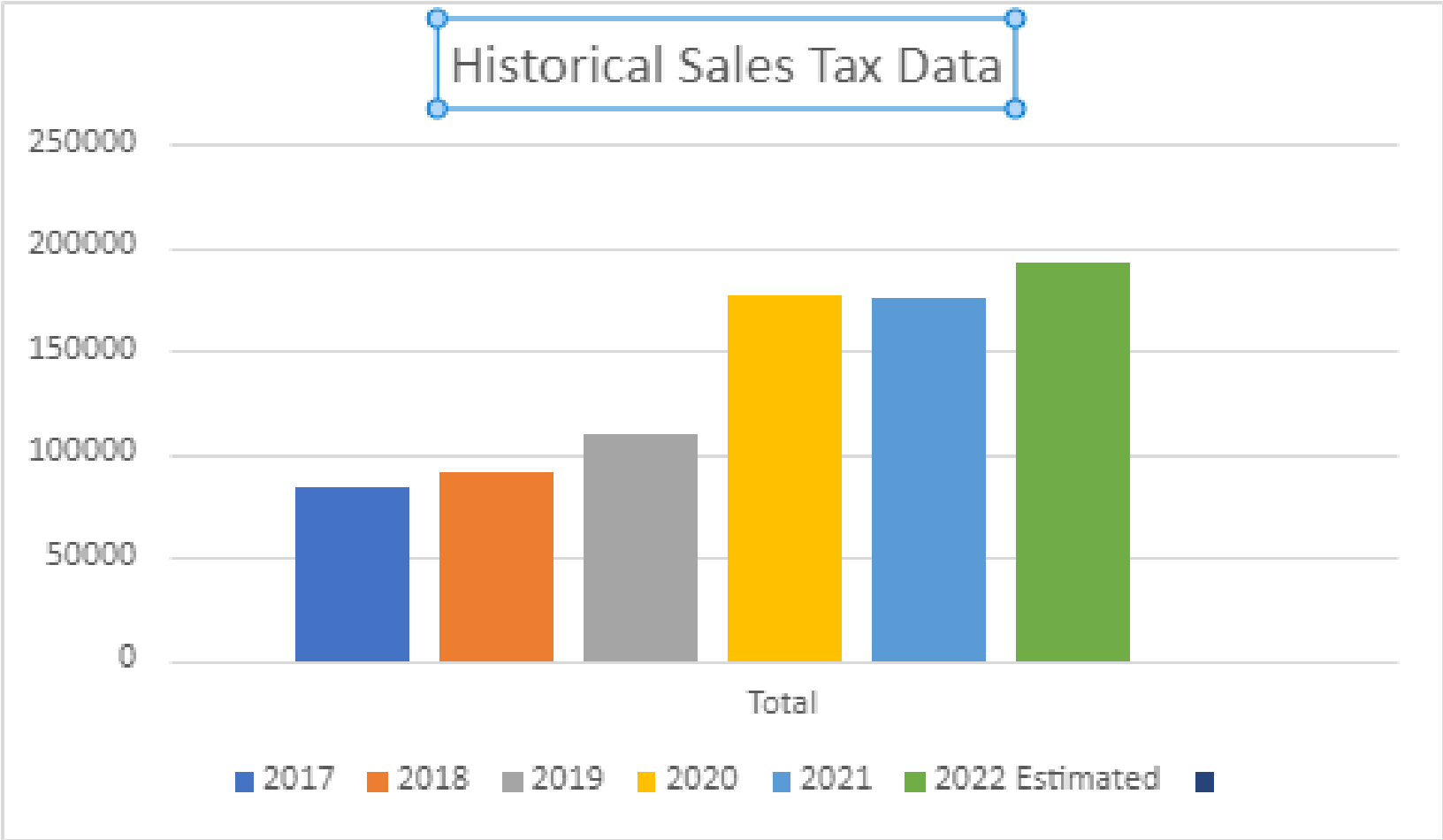
7% Tax collected on short term rental facilities

SALES TAX ELECTION

Hold an election to adopt an additional 1% sales tax to support road repair projects

HOME BASED BUSINESS

Review home based business, specific use permit allowable uses to determine if there are other opportunities for sales tax income.



Action Items

- Sales Tax Election for additional 1%
- Review of Businesses Allowed under Home Based Business (Specific Use Permits)
- Encourage and Promote use of Highspeed Broadband to attract home based business

Green Space, Town Hall Space, Parking Needs, Community Engagement



Community Outreach

SPAN	Provides transportation to medical appointments; senior activities; day schools; and other transportation services for seniors, disabled and veterans
SPAN- MEALS ON WHEELS	Provides daily meals to qualifying individuals
CHILDREN'S ADVOCACY CENTER	Conducts the following services for abused juveniles and children: Forensic Interviews; Multidisciplinary Team Coordination; Mental Health Services; Family Advocacy Services, Forensic Medical Exams.
LAKE CITIES FOCUS	Helps to identify at-risk youth in the Lake Cities Community
<i>Lake Dallas Library</i>	Full-Service Library

Community Engagement

Communication	Website, social media platforms, newsletter, electronic sign
Shady Shores Night Out	Held in October Each Year; encourages community support
Lake Cities Chamber of Commerce	Supports local community events in Shady Shores and surrounding communities
Tree Lighting	Annual December
Arbor Day Events	Bi-annual event; citizen education, beautification
Town Wide Clean Up	Bi-annual event
4 th of July Participation	Annual Participation with the Lake Cities Event

Parking Needs

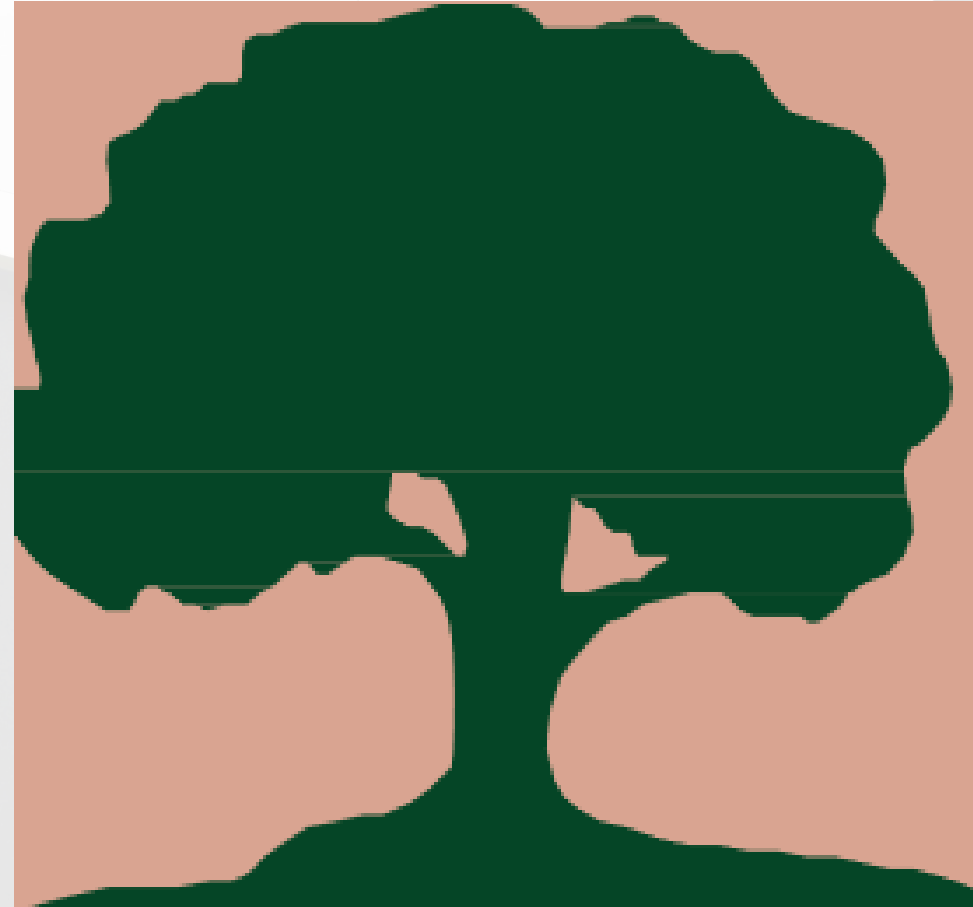
Many areas of Shady Shores have very limited parking areas. While parking is available at Town Hall after hours it is necessary for Town Staff to have knowledge of individuals that are parked there. Town Hall parking is available to residents by 'appointment or permit' necessary to ensure there is no conflict.

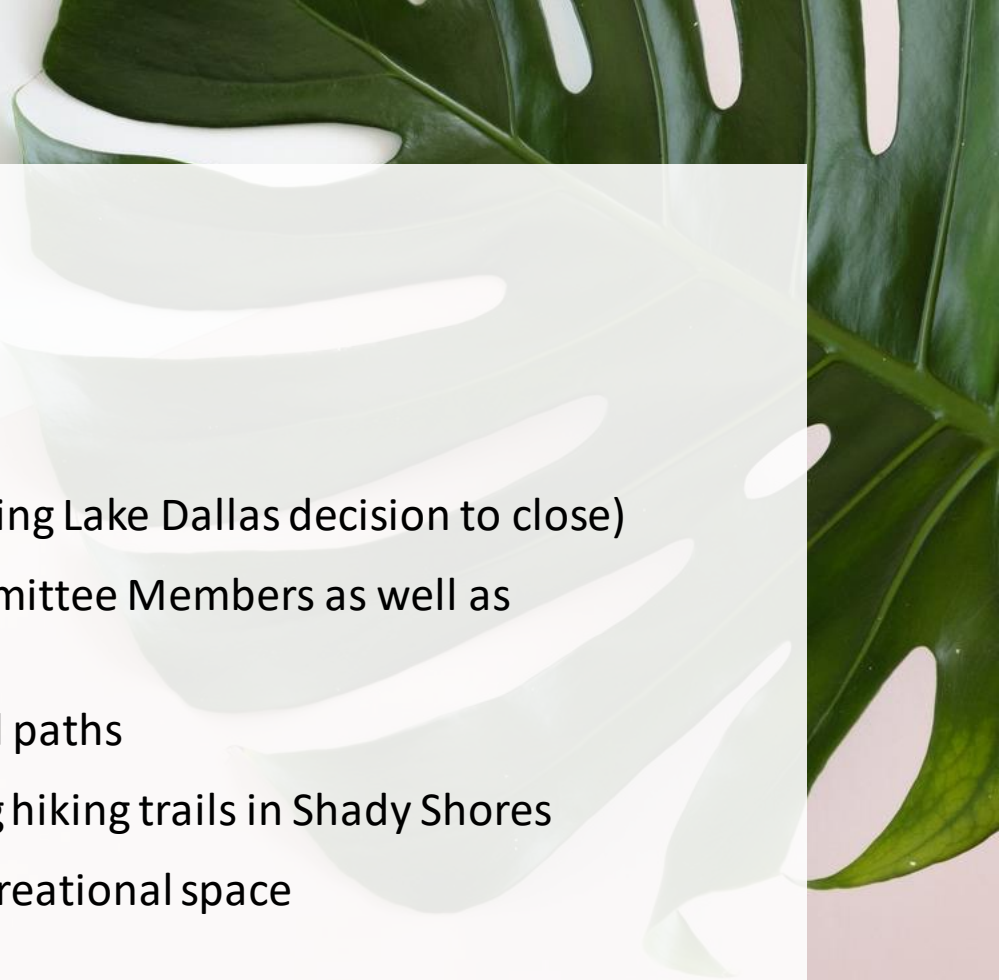
Looking forward, it may be necessary to investigate additional lots and make them available for parking in the areas of town where parking is an issue.



Green Space

Currently the Town has plans for the grounds next to the Community Center to be used for demonstration gardens with a walking path to be constructed in 2024. In addition, the Town owns 4 lots in Old Town which were donated. Discussion included the possibility of purchasing land for green space or looking for opportunities to develop walking paths and designated green space in designated flood plain areas. In addition, increased conversations with the Corps of Engineers were discussed to understand rules and make plans.





Action Items

- Council Discussion regarding Library participation (pending Lake Dallas decision to close)
- Develop social media/Ethics Policies for Board and Committee Members as well as Employees
- Investigate Floodplain Areas to use for walking trails and paths
- Initiate conversation with Corps of Engineers re: walking hiking trails in Shady Shores
- Investigate grant opportunities for park/green space recreational space
- Investigate parking meters

Questions?

