



SHADY SHORES TOWN COUNCIL
SPECIAL SESSION
SEPTEMBER 23, 2024; 4:30 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.

REGULAR AGENDA ITEMS

Interlocal Agreement Denton County- Consider and act on approval of an interlocal agreement with Denton County for chip seal of Carolyn and Shahan Road and Shahan Lane.

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, _____, _____ of the Town of Shady Shores do hereby certify that the above notice of the Special Town Council Meeting was posted on the bulletin board at the Community Center, 101 S. Shady Shores Road, Shady Shores, Texas on _____ Day of _____ 2024, at _____ .M.

Amber Schuler,
Deputy Town Secretary

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE TOWN OF SHADY SHORES, TEXAS**

THIS AGREEMENT is made and entered into by and between Denton County, Texas, a political subdivision of the State of Texas, hereinafter “the County,” and the Town of Shady Shores, Texas, a political subdivision of the State of Texas, hereinafter “the Town.” The County and the Town are both collectively referred to herein as “the Parties.”

WHEREAS, the County and the Town mutually desire to enter into this Agreement whereby the County agrees to provide all necessary labor, equipment and materials required for the application of flex base with a two-course chip seal to the following roads located within the Town limits: (1) Shahan Lane for a distance of 624.35 linear feet; (2) Carolyn Lane for a distance of 855.31 linear feet; and the application of flex base with 2” course of hot-mix to the following road located within the Town limits: (3) Shahan Drive for a distance of 1,887 linear feet, hereinafter “the Project,” with a total estimated cost for satisfactory completion of ONE HUNDRED TWENTY THOUSAND ONE HUNDRED SEVENTY EIGHT AND 58/100 DOLLARS (\$120,178.58), which shall be fully paid by the Town to the County; and

WHEREAS, The County and the Town agree that the Project shall consist of Denton County providing all necessary labor, equipment and materials required for satisfactory completion of the Project, which shall be performed on the roads listed in the preceding paragraph above and further described in attached Exhibit “A” and depicted in attached Exhibit “B,” all of which are located entirely within the municipal limits of the Town and in Denton County Commissioner Precinct #2; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the County and the Town value the timely completion of the Project which involves roads which are an integral part of the County and the Town road systems and the Parties are undertaking the Project to facilitate safe travel on improved roadways; and

NOW, THEREFORE, upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the Parties hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually. The Parties agree that improved traffic flow will promote public safety and serve a public purpose for the benefit to the citizens of the County and the Town.

II.

The County and the Town hereby agree that the scope of the Project shall be limited to the County providing all necessary labor, equipment and materials required for the application of flex base with a two-course chip seal to the following roads located within the Town limits: (1) Shahan Lane for a distance of 624.35 linear feet; (2) Carolyn Lane for a distance of 855.31 linear feet; and the application of flex base with 2” course of hot-mix to the following road located within the Town limits: (3) Shahan Drive for a distance of 1,887 linear feet, hereinafter “the Project,” with a total estimated cost for satisfactory completion of ONE HUNDRED TWENTY THOUSAND ONE HUNDRED SEVENTY EIGHT AND 58/100 DOLLARS (\$120,178.58), which shall be fully paid by the Town to the County

III.

The County agrees to provide all necessary labor, equipment and materials required for satisfactory completion of the Project, which shall be performed on the roads listed in the preceding paragraph above and further described in attached Exhibit “A” and depicted in attached Exhibit “B,” all of which are located entirely within the municipal limits of the Town and in Denton County Commissioner Precinct #2.

IV.

Upon satisfactory completion of the Project, the Town agrees to reimburse the County in the estimated amount of ONE HUNDRED TWENTY THOUSAND ONE HUNDRED SEVENTY EIGHT AND 58/100 DOLLARS (\$120,178.58).

V.

The term of this Agreement shall begin upon execution of this Agreement by both of the

Parties and expire upon satisfactory completion of the Project, or one year from the date of execution of this Agreement, whichever occurs first, unless sooner terminated as provided for herein. If the Project is not completed prior to one calendar year from the date of execution of this Agreement, this Agreement can be renewed by the Parties, provided that any renewal of this Agreement must be in writing and approved by the governing bodies of both of the Parties.

VI.

Upon satisfactory completion of the Project, the County shall submit an invoice for reimbursement to the Town of Shady Shores, Texas, c/o Wendy Withers - Town Secretary, 101 S. Shady Shores Road, Shady Shores, Texas 76208, and the Town shall reimburse the County for the full amount of the invoice within thirty calendar days of receipt of an invoice from the County.

VII.

This Agreement may be terminated in whole or in part by the County or the Town upon thirty days written notice to the other party.

VIII.

This exchange of in-kind services between the County and the Town is deemed adequate consideration for the obligations exchanged by the Parties herein.

IX.

This Agreement represents the entire integrated agreement between the County and the Town and supersedes all prior negotiations, representations and agreements, either oral or written. This Agreement may be amended only in writing, signed by both of the Parties. Notices shall be directed as follows:

For the City: Honorable Cindy Aughinbaugh, Mayor
Town of Shady Shores, Texas
101 S. Shady Shores Road
Shady Shores, Texas 76208

Copy To: Wendy Withers, Town Secretary
Town of Shady Shores, Texas
101 S. Shady Shores Road
Shady Shores, Texas 76208

For County: Honorable Andy Eads
Denton County Judge
1 Courthouse Drive, Suite 3100

Denton, Texas 76208

Copy To: Tina Massey, P.E. - Director
Denton County – Transportation & Engineering
611 Kimberley Drive – Building B
Denton, Texas 76208

X.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in the County and the Town.

XI.

The County agrees and understands that the County, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the Town.

XII.

The Town agrees and understands that the Town, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents or representatives of Denton County.

XIII.

The County agrees to accept full responsibility for the acts, negligence or omissions of all County employees, agents, subcontractors, or contract laborers doing work under a contract or agreement with Denton County.

XIV.

The Town agrees to accept full responsibility for the acts, negligence, or omissions of all Town employees, agents, subcontractors, or contract laborers doing work under a contract or agreement with the Town.

XV.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the Town waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XVI.

In the event that any portion of this Agreement shall be found to be contrary to law, it is

the intent of the Parties hereto that the remaining portions of this Agreement shall remain valid and in full force and effect to the fullest extent allowed by the law.

XVII.

The undersigned officers of the Parties hereto are the properly authorized officials who have the necessary authority to execute this Agreement on behalf of the Parties, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVIII.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed.

Executed this _____ day of _____, 2024.

DENTON COUNTY, TEXAS
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

Town of Shady Shores, Texas
101 S. Shady Shores Road
Shady Shores, Texas 76208

By: _____
Honorable Andy Eads
Denton County Judge
Acting by and on behalf of the authority of
Denton County Commissioners Court

By: _____
Honorable Cindy Aughinbaugh
Mayor of the Town of Shady Shores, Texas
Acting by and on behalf of the authority of
the Town of Shady Shores, Texas

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
Town Secretary

**APPROVAL OF INTERLOCAL COOPERATION AGREEMENT PROJECT BETWEEN
DENTON COUNTY, TEXAS, AND THE TOWN OF SHADY SHORES, TEXAS**

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of a project, with a total estimated cost for satisfactory completion of ONE HUNDRED TWENTY THOUSAND ONE HUNDRED SEVENTY EIGHT AND 58/100 DOLLARS (\$120,178.58), which shall be paid by the Town of Shady Shores, Texas, to Denton County, Texas, hereby gives its specific written approval to the Project prior to beginning the Project in satisfaction of the requirements of Texas Government Code Chapter 791, the Interlocal Cooperation Act.

The description of the Project is as follows: Denton County, Texas, agrees to provide all necessary labor, equipment and materials required for the application of flex base with a two-course chip seal to the following roads located within the Town limits: (1) Shahan Lane for a distance of 624.35 linear feet; (2) Carolyn Lane for a distance of 855.31 linear feet; and the application of flex base with 2” course of hot-mix to the following road located within the Town limits: (3) Shahan Drive for a distance of 1,887 linear feet. All listed roads are located entirely within the municipal limits of the Town of Shady Shores and in Denton County Commissioner Precinct #2.

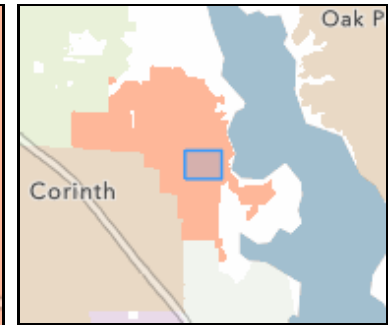
The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the Town of Shady Shores, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court

Denton County Landmark Map

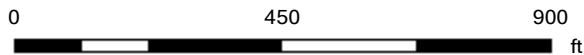


Legend

- 911 Addresses
- Development Permits
- ▭ Parcels
- Floodplain**
- Cross Section Location
- Base Flood Elevation
- ▭ FEMA Floodway
- ▭ Flood Grid
- ▭ FEMA 100yr Flood Zone A
- ▭ FEMA 100yr Flood Zone AE
- ▭ FEMA 500yr Flood Zone
- Levee Protected

Notes

Esri Community Maps Contributors, City of Denton, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



<https://gis.dentoncounty.gov>

7/18/2024 8:45:54 PM

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.



Denton County Transportation and Engineering

611 Kimberly Drive Building B | Denton, TX 76208
 P (940) 349-3410

PRECINT 2
Kevin Falconer

TOWN
Shady Shores

DATE

QUANTITY	Unit	DESCRIPTION	UNIT PRICE	AMOUNT
Shahan Lane 1111 SY				
367	Ton	Flex Base	\$21.75	\$7,974.20
832	Gal	CRS2P	\$2.75	\$2,288.00
122	Ton	Grade 3 Rock	\$28.60	\$3,495.21
		Subtotal		\$13,757.41
Carloyn Lane 1615 SY				
533	Ton	Flex Base	\$21.75	\$11,591.66
1360	Gal	CRS2P	\$2.75	\$3,740.00
178	Ton	Grade 3 Rock	\$28.60	\$5,080.79
		Subtotal		\$20,412.45
Shahan Dr. 4193 SY				
277	Ton	Flex Base	\$21.75	\$6,019.05
461	Ton	Hot Mix	\$130.00	\$59,959.90
		Subtotal		\$65,978.95
			SUBTOTAL	\$100,148.81
THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:			Contingency %	20.00%
The actual cost will be billed.			Contingency Total	\$20,029.76
			TOTAL	\$120,178.58