



**SHADY SHORES TOWN COUNCIL
REGULAR SESSION
JANUARY 12, 2026; 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.

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

PROCLAMATIONS, PRESENTATIONS AND AWARDS

COUNCILMEMBER/COMMITTEE/STAFF REPORTS:

1. Roads, Drainage, Capital Improvements Report (Engineering)
2. Community Relations Reports (Klein)
3. Animal Control/Code Enforcement Reports (Belton)
4. Planning and Zoning Report (Lea, Schuler, Nowels)
5. Public Safety Reports (Newell)
6. Municipal Court/Solid Waste (Schuler)
7. Town Administrators Report (Withers)
8. Announcements

CONSENT AGENDA

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

1. Contract Renewal- Consider and act on approval of renewing a contract for legal counsel for Kristen Homyk with Peace and Associates.
2. Minutes- Consider and act on approval of the minutes of the December 2025 Regular Town Council meeting.

CITIZENS COMMENTS

This agenda exists as an avenue for Citizens to address the Town Council on any item of business not formally scheduled on an Agenda. Citizens who wish to speak should sign up prior the meeting on the sign-in sheet provided near the entry. Citizens Comments will be limited to three minutes each. An additional two minutes may be granted by

the Mayor, or upon consensus of the council. When called upon, the individual should come to the podium, state his or her name and address, and identify any organization he or she represents. Remarks should be addressed to the entire council and not specific members. Citizens may wish to register their support or opposition to an agenda item without speaking and may do so on the public sign in sheet near the entry. Their comment of support or opposition will be included in the formal minutes. In compliance with the Texas Open Meetings Act, the Town Council may not deliberate or vote on any matter not on the agenda for that meeting. The Town Council may only offer the following responses to Citizen's Comments: the answer to a question on existing policy or fact which requires no deliberation or a request to appropriate staff to provide additional information on matters of existing policy or general interest. Presentations of repetitious information are not appropriate. Citizens may present their information in written form. In the interest of time, if there is a group of individuals representing a single item, the group is encouraged to select a spokesperson.

REGULAR AGENDA ITEMS

- 1. Resolution Nominating an Individual to Serve on the Denton Central Appraisal District Board.
- 2. Comprehensive Grant Paperwork Approval
- 3. Contract for Delinquent Fees — Consider and act on approval of a contract for collection of delinquent fees, including but not limited to court fines, delinquent taxes, delinquent solid waste fees, and delinquent code cases. The following contracts would need to be approved: Contract for the collection of Accounts Receivable; a contract for the collection of delinquent taxes; a contract for the collection of delinquent solid waste accounts.
- 4. Ordinance-- Consider and take appropriate action relative to approving an Ordinance providing for a fee to defray the costs of collecting delinquent solid waste accounts.

5. Ordinance — Consider and act on an Ordinance providing for a fee to defray costs of collecting delinquent fines, fees, court costs and other debts pursuant to Article 103.0031 of the Texas Code of Criminal Procedure.

EXECUTIVE SESSION:

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

FUTURE AGENDA ITEMS AND STAFF DIRECTION

ADJOURN

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 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 _____ 20__, at _____ .M.

Wendy Withers, Town Administrator



DATE:	January 12, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Roads, Drainage, Capital Improvements Report (Engineering)

<u>BACKGROUND/INFORMATION:</u>
<u>FINANCIAL IMPLICATIONS:</u>
<u>RECOMMENDATION/ACTION DESIRED:</u>
<u>ATTACHMENTS/SUPPORTING DOCUMENTATION:</u>
None
<u>REVIEWED BY:</u>



DATE:	January 12, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Community Relations Reports (Klein)

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. 2026 Community Relations all in one report- January

REVIEWED BY:

To: Shady Shores Town Council

From: Katie Klein, Code Enforcement Officer #7767

Re: Community Relations/ Code Enforcement

Date: January 2026

Code Enforcement :

Current Focus : (but not limited to) enforcement of:

Education campaign for 8.03.003 [\(20\)](#) Storage of unsightly items.

With the exception of one general purpose trailer, one horse or stock trailer, or one boat trailer, unsightly storage items shall be fully screened from adjacent properties, streets and alleys by a six-foot-high solid wood screening fence or by vegetation, at least six feet in height, that is sufficiently dense as to completely screen the storage area. Unsightly items being stored must not be stacked higher than five feet.

(Ordinance 255-05-2014, sec. 3, adopted 4/7/14)

Dangerous/Substandard/Vacant Structures

Moving into 2026 we have 19 properties on our radar

4 occupied, 1 unknown, 13 vacant

5 compliance records

1 near completion

3 stop work orders

1 in process

Public and Clean Up Events

2026 Events

Spring Clean/along with Arbor Day- April 25-2026

Operation Shore to Shore- May 16-17 TBA

4th of July Parade- TBA June 27th or July 4th

Craft Fair- TBA

Movies at Town Hall-TBA

HHW in partnership with Lake Dallas- TBA

Social Media /Town Calendar

Keep Shady Shores Beautiful

1. Affiliate Information:
 - a. Keep Texas Beautiful- Due February 2026
 - b. Tree City- Growth Award 2025 Submitted
 - c. Bee City
 - d. National Wildlife Habitat Community Habitat
2. Programs/Engagement
 - a. Bags to Benches- New year starts January 2026- Need to submit application
 - b. Adopt a Spot
3. Projects
 - a. Shady Lane Meditation Parklet- Ellie Grimes Gold Girl Scout Project

Education:

KSSB is working on creating a campaign to focus on our natural habitat.

Some ideas have been:

Have you seen Bob and Doris?

Stay Wild in Shady Shores

Keeping Shady in Shady Shores

Engagement

Wilding or natural prairie spaces

Habitat programs

Public Works

To Do:

Fire Marshall Inspection

Repaint fire lines

Ordinance Review and how it pertains to enforcement concerns

Impervious surfaces- updates

Tree Ordinance – (every 2 years)- completed by KSSB/Tree Board

Parking



DATE:	January 12, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Animal Control/Code Enforcement Reports (Belton)

<u>BACKGROUND/INFORMATION:</u>
<u>FINANCIAL IMPLICATIONS:</u>
<u>RECOMMENDATION/ACTION DESIRED:</u>
<u>ATTACHMENTS/SUPPORTING DOCUMENTATION:</u>
1. Reported Concerns
2. Violation_Report_for_COUNCIL-All_open_Violations (1)
3. AC report
<u>REVIEWED BY:</u>

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Reporting System

Requests and Concerns Report for COUNCIL

Complaint Status	Closed Date	Complaint Type	Violation Codes
Courtesy Letter Sent- waiting on response		Building Regulations- (Building and Permitting Concerns	
Engineering-inquiry		Road Repairs/ Potholes	
Closed- Compliance Met	December 31, 2025	Contractor Complaint	
Follow Up needed from another department		Other	
Closed- Compliance Met	December 16, 2025	Contractor Complaint	
Public Work Order Created		Drainage	
Closed- Compliance Met	December 29, 2025	Contractor Complaint	
Closed- Compliance Met	December 17, 2025	Nuisances	8.03.003 12
Courtesy Letter Sent- waiting on response		Other	
Courtesy Letter Sent- waiting on response		Drainage	
In Compliance Process		Abandoned or Junked Vehicle	
Closed-Unsubstantiated	December 29, 2025	Contractor Complaint	
Follow Up needed from another department		Contractor Complaint	
Courtesy Letter Sent- waiting on response		Abandoned or Junked Vehicle	8.04.061

14 Complaints



Reporting System

Violation Report for COUNCIL-All open Violations

Violation Date	Violation Status	Violation Type
February 24, 2025	Suspended	Waste, Trash and Debris- Health and Sanitation
April 3, 2025	Continuance Requested/Granted through Court	Nuisances
June 18, 2025	Filed in Municipal Court	Building Regulations-Building and Permitting Concerns
July 3, 2025	Continuance Requested/Granted through Court	Drainage
July 7, 2025	Continuance Requested/Granted through Court	Dangerous/Substandard Buildings
August 6, 2025	WATCH	Overgrown Vegetation and Trees
August 18, 2025		Dangerous/Substandard Buildings
August 18, 2025	Violations Warning Letter Sent-Waiting for response	Nuisances
August 25, 2025	Pending More Documentation Needed	Building Regulations-Building and Permitting Concerns
September 2, 2025	Violations Warning Letter Sent-Waiting for response	Nuisances
September 16, 2025	Recommended for Dismissal	Building Regulations-Building and Permitting Concerns
September 17, 2025	Violations Warning Letter Sent-Waiting for response	Building Regulations-Building and Permitting Concerns
September 18, 2025	Violations Warning Letter Sent-Waiting for response	Other
September 23, 2025	Violations Warning Letter Sent-Waiting for response	Abandoned or Junked Vehicle
September 23, 2025	Violations Warning Letter Sent-Waiting for response	Nuisances
October 9, 2025	WATCH	Dangerous/Substandard Buildings
October 16, 2025	Violations Warning Letter Sent-Waiting for response	Abandoned or Junked Vehicle
October 16, 2025		Building Regulations-Building and Permitting Concerns
December 4, 2025	Stop Work Order Issued	Building Regulations-Building and Permitting Concerns
December 22, 2025	Violations Warning Letter Sent-Waiting for response	Waste, Trash and Debris- Health and Sanitation
December 22, 2025	Violations Warning Letter Sent-Waiting for response	Waste, Trash and Debris- Health and Sanitation
December 22, 2025	Violations Warning Letter Sent-Waiting for response	Waste, Trash and Debris- Health and Sanitation
December 22, 2025	Violations Warning Letter Sent-Waiting for response	Waste, Trash and Debris- Health and Sanitation
December 29, 2025	Violations Warning Letter Sent-Waiting for response	Parking
December 30, 2025	Continuance Requested/Granted through Court	Nuisances
December 30, 2025	Violations Warning Letter Sent-Waiting for response	Business Regulations
December 31, 2025	Violations Warning Letter Sent-Waiting for response	Abandoned or Junked Vehicle

27 Violations

ANIMAL SERVICES MONTHLY REPORT							
2025							
SHADY SHORES							
DECEMBER							
ITEM	Date	Species	NAME	ADDRESS	Sub-total	TOTAL	
Animals taken into shelter		Canine				0	
		Feline					
Citations							Responding Officer
Complaints/Calls	12/6/2025	CANINE	OFFICER PATERSON	313 OAKWOOD CIR	1	5	237
	12/15/2025	CANINE	GRANT MILLER	427 OAWOOD CIR	1		237
	12/18/2025	CANINE	KERRY MAUZY	LAKESIDE / ISLAND CIR	1		236
	12/23/2025	CANINE	EMMY	600 LYON CREST DR	2		322

Responding
Officer

Rabies Bite Report						0
Redemption by Owner						0
Release (by owner)						0
Release (Not by Owner)						0



DATE:	January 12, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Planning and Zoning Report (Lea, Schuler, Nowels)

<u>BACKGROUND/INFORMATION:</u>
<u>FINANCIAL IMPLICATIONS:</u>
<u>RECOMMENDATION/ACTION DESIRED:</u>
<u>ATTACHMENTS/SUPPORTING DOCUMENTATION:</u>
None
<u>REVIEWED BY:</u>



DATE:	January 12, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Public Safety Reports (Newell)

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Shady Shores Jan-December 2025
2. Total Incidents Report Calendar 2025
3. Total Incidents Report Dec 2025
4. Total Incidents Report Shady Shores Dec 2025
5. Total Incidents Report Out of District Dec 2025

<u>REVIEWED BY:</u>



LAKE CITIES FIRE DEPARTMENT

SHADY SHORES

JANUARY - DECEMBER 31, 2025

Incident Call Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Alarm system activation, no fire - unintentional				1	1								2
Alarm system sounded due to malfunction													0
Animal rescue		1											1
Arcing, shorted electrical equipment			1	1						1			3
Assist Police or other agency	1												1
Assist invalid	2	4	2					1	2	1		1	13
Authorized controlled burning	4	2	2	3	3	2	1	1		1	2		21
Brush or brush-and-grass mixture fire			1	1	1								3
Building fire		1											1
Carbon monoxide incident													0
Carbon Monoxide detector No CO	1									1			2
Chemical Spill or Leak													0
Citizen complaint													0
Chimney Fire Contained to Chimney													0
Cooking Fire Confined to Container				1									1
Dispatched & cancelled en route			1		2	2		1	1	1	1		9
Electrical wiring/equipment problem, Other										1			1
Elevator Rescue													0
Emergency medical service, other													0
EMS call, excluding vehicle accident with injury	11	10	12	9	3	8	6	10	10	12	17	18	126
False alarm or false call, Other												1	1
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)	1		1				1		2			1	6
Good intent call, Other													0
Grass fire													0
HazMat release investigation w/no Hazmat	1												1
Hazardous Condition (No Fire)													0
Heat From Short Circuit													0
Lock-out								1				1	2
Motor vehicle accident with injuries							1	1			1		3
Motor Vehicle Accident with no injuries									1				1
Motor Vehicle/Pedestrian Accident													0
No Incident found on arrival at dispatch address				1				2				1	4
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					2	1						1	4
Public Education				1									1
Public service			4		8	1	2		1	2		1	19
Rescue or EMS Standby													0
Rescue, water													0
Service Call, Other													0
Severe weather or natural disaster, Other													0
Smoke detector activation, no fire	1		1		2	1	1		1				7
Smoke/Heat detector activation due to malfunction	1	1				1							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													0
Unauthorized burning			2	1	1			2		1			7
Unintentional transmission of alarm, Other													0
Water or steam leak							1						1
Total	23	19	29	19	23	16	14	19	18	21	21	25	247

Custom ▾

Jan 1, 2025 - Dec 31, 2025 ▾

34%

FIRE
Percentage of Total Incidents

66%

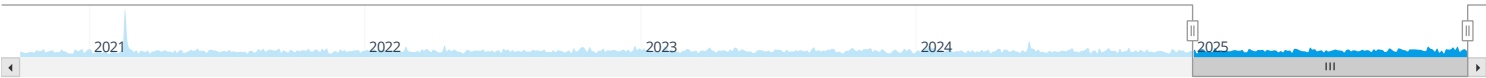
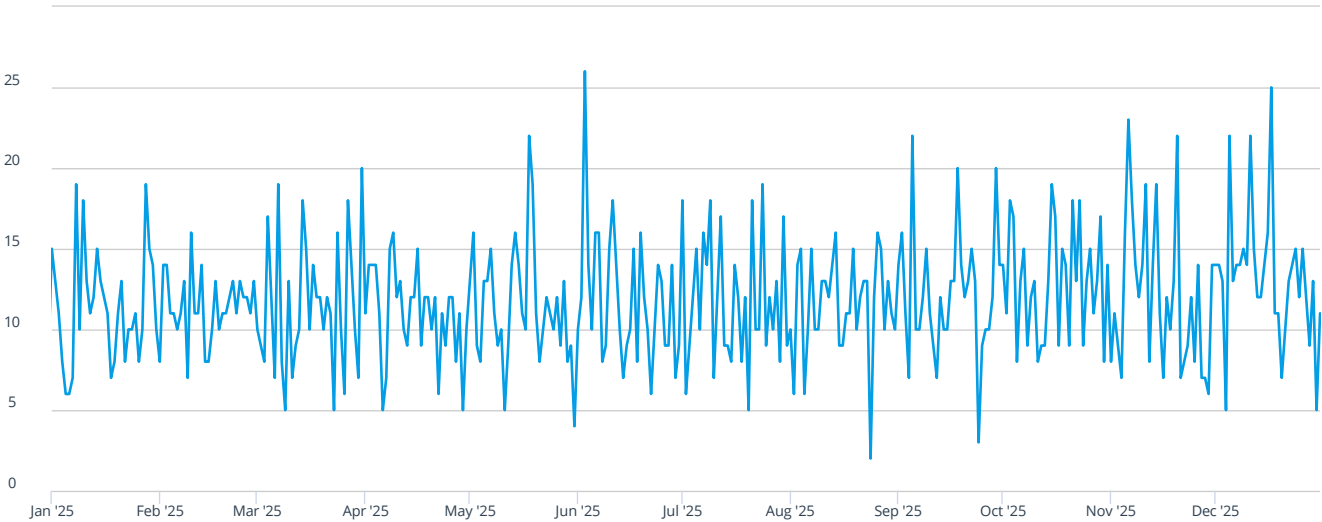
EMS
Percentage of Total Incidents

4,327

INCIDENTS
In Selected Time Slice

365

DAYS
In Selected Time Slice



Counts % Rows % Columns % All

	Jan '25	Feb '25	Mar '25	Apr '25	May '25	Jun '25	Jul '25	Aug '25	Sep '25	Oct '25	Nov '25	Dec '25	Jan '26	Total
(10) Fire, other						1								1
(11) Structure Fire	3	4	1	1	2	1		3	1	3	3	4		26
(12) Fire in mobile property used as a fixed structure		1												1
(13) Mobile property (vehicle) fire	2	2	1	3	1	1	1	3		3		3		20
(14) Natural vegetation fire			3	3	2			4		1		3		16
(15) Outside rubbish fire		2	3				3	1	2	1		2		14
(16) Special outside fire					2		1	1		1		3		8
(20) Overpressure rupture, explosion, overheating, other					1									1
(25) Excessive heat, scorch burns with no ignition	1			1				2						4
(31) Medical assist						2								2
(32) Emergency medical service (EMS) incident	228	216	221	216	215	233	232	228	263	265	255	269		2,841
(33) Lock-In				1					1					2
(35) Extrication, rescue	1			1		2		2	1	1	1			9
(36) Water or ice-related rescue			1											1

	Jan '25	Feb '25	Mar '25	Apr '25	May '25	Jun '25	Jul '25	Aug '25	Sep '25	Oct '25	Nov '25	Dec '25	Jan '26	Total
(37) Electrical rescue												1		1
(38) Rescue or EMS standby					1						1			2
(41) Combustible/f... spills & leaks	14	4	11	4	3	5	6	4	9	8	9	8		85
(42) Chemical release, reaction, or toxic condition	1	1	1	2		3			1			2		11
(44) Electrical wiring/equipm.. problem	3	3	7	6	10	3	3	7	4	6	5	5		62
(46) Accident, potential accident										1				1
(48) Attempted burning, illegal action		1	5	1		1		1		1				10
(50) Service call, other			1											1
(51) Person in distress	5	2	3	3	3	2	1	4	1	1	2	2		29
(52) Water problem	1	1		4			2	6	1	3	1	4		23
(53) Smoke, odor problem			1	1		2	3		1	2				10
(54) Animal problem or rescue		2	1			1						1		5
(55) Public service assistance	32	27	31	45	55	28	46	35	38	37	30	36		440
(56) Unauthorized burning	1	2	1	1	2		1	2		2	1	2		15
(57) Cover assignment, standby at fire station, move-up	1	3	3	1	1	2	4	1		2	4	1		23
(60) Good intent call, other									1					1
(61) Dispatched and canceled en route	19	19	19	10	19	22	15	17	13	26	15	19		213
(62) Wrong location, no emergency found	8	6	7	6	6	7	7	7	6	11	8	12		91
(63) Controlled burning				1		2				2				5
(65) Steam, other gas mistaken for smoke	6		4	3	4	3	2	1	5	3	2	6		39
(66) EMS call where party has been transported								1						1
(67) HazMat release investigation w/no HazMat	3		1				4		2			2		12
(70) False alarm and false call, other	3		1		1	1	1	1	1			1		10
(71) Malicious, mischievous false alarm					1		1							2
(73) System or detector malfunction	5	10	7	7	10	12	16	16	7	10	12	5		117
(74) Unintentional system/detect... operation (no fire)	17	13	20	8	14	22	18	9	9	11	9	23		173

	Jan '25	Feb '25	Mar '25	Apr '25	May '25	Jun '25	Jul '25	Aug '25	Sep '25	Oct '25	Nov '25	Dec '25	Jan '26	Total
(91) Citizen complaint											1			1
NULL												1		1
UNK					1									1
Total	354	319	354	329	354	356	367	356	367	401	359	415		4,331

Custom ▾

Dec 1, 2025 - Dec 31, 2025 ▾

34%

FIRE
Percentage of Total Incidents

65%

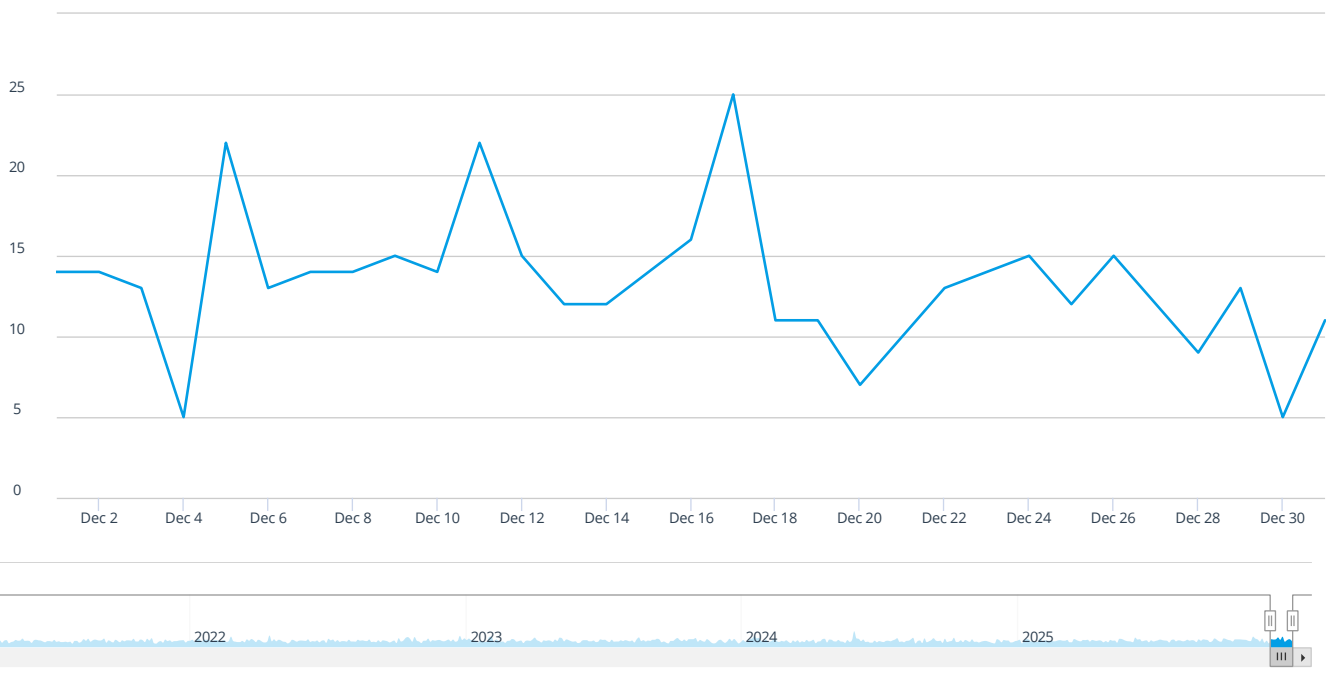
EMS
Percentage of Total Incidents

412

INCIDENTS
In Selected Time Slice

31

DAYS
In Selected Time Slice



Counts % Rows % Columns % All

Week Ending	12/7/25	12/14/25	12/21/25	12/28/25	1/4/26	1/11/26	1/18/26	1/25/26	2/1/26	2/8/26	2/15/26	2/22/26	3/1/26	Total
(11) Structure Fire	1		3											4
(13) Mobile property (vehicle) fire			1	1	1									3
(14) Natural vegetation fire			1	1	1									3
(15) Outside rubbish fire		1	1											2
(16) Special outside fire	1		1	1										3
(32) Emergency medical service (EMS) incident	62	67	59	66	15									269
(37) Electrical rescue		1												1
(41) Combustible/f... spills & leaks	3	1	2	1	1									8
(42) Chemical release, reaction, or toxic condition					2									2
(44) Electrical wiring/equipm.. problem	1	3	1											5
(51) Person in distress			2											2
(52) Water problem		1	2	1										4
(54) Animal problem or rescue		1												1
(55) Public service assistance	11	12	7	6										36
(56) Unauthorized burning	2													2

Week Ending	12/7/25	12/14/25	12/21/25	12/28/25	1/4/26	1/11/26	1/18/26	1/25/26	2/1/26	2/8/26	2/15/26	2/22/26	3/1/26	Total
(57) Cover assignment, standby at fire station, move-up	1													1
(61) Dispatched and canceled en route	3	5	4	4	3									19
(62) Wrong location, no emergency found	4	3	1	3	1									12
(65) Steam, other gas mistaken for smoke	2		1	1	2									6
(67) HazMat release investigation w/no HazMat		1	1											2
(70) False alarm and false call, other					1									1
(73) System or detector malfunction	1	1		2	1									5
(74) Unintentional system/detect... operation (no fire)	3	7	9	3	1									23
NULL			1											1
Total	95	104	97	90	29									415

Custom ▾

Dec 1, 2025 - Dec 31, 2025 ▾

28%

FIRE

Percentage of Total Incidents

72%

EMS

Percentage of Total Incidents

25

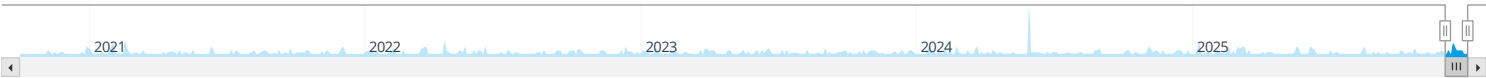
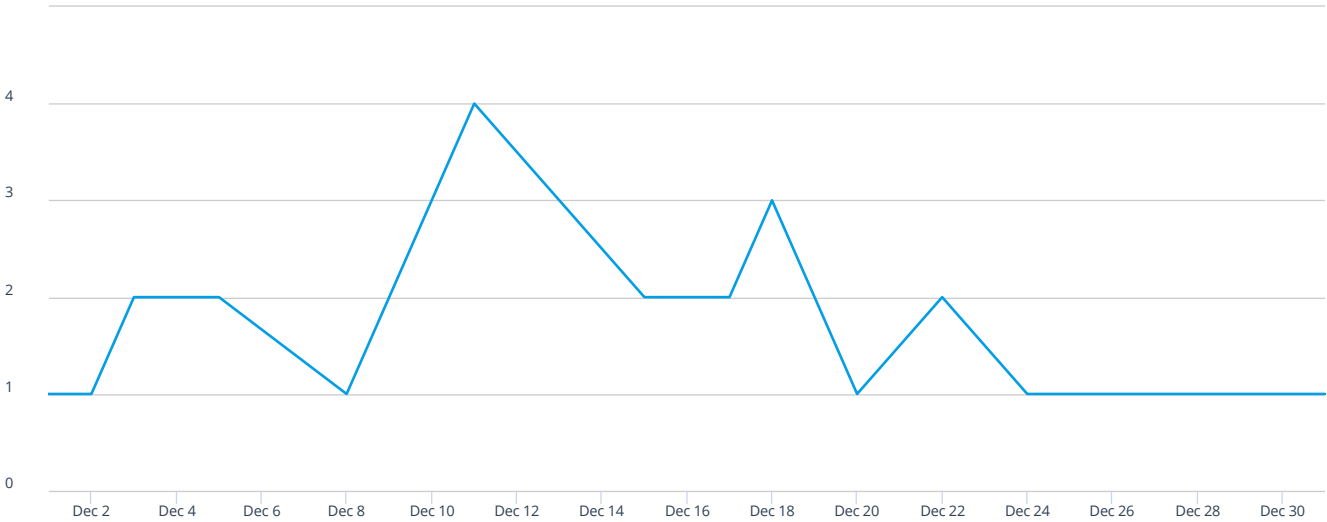
INCIDENTS

In Selected Time Slice

31

DAYS

In Selected Time Slice



Counts % Rows % Columns % All

Week Ending	12/7/25	12/14/25	12/21/25	12/28/25	1/4/26	1/11/26	1/18/26	1/25/26	2/1/26	2/8/26	2/15/26	2/22/26	3/1/26	Total
(32) Emergency medical service (EMS) incident	4	2	8	4										18
(41) Combustible/f... spills & leaks	1													1
(44) Electrical wiring/equipm. problem		1												1
(51) Person in distress			1											1
(55) Public service assistance		2												2
(62) Wrong location, no emergency found			1											1
(70) False alarm and false call, other					1									1
Total	5	5	10	4	1									25

Custom ▾

Dec 1, 2025 - Dec 31, 2025 ▾

70%

FIRE
Percentage of Total Incidents

30%

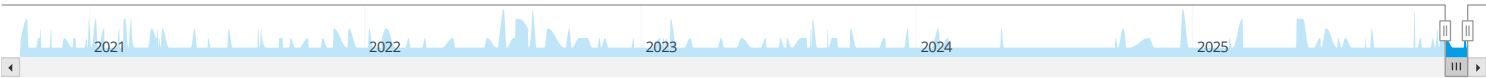
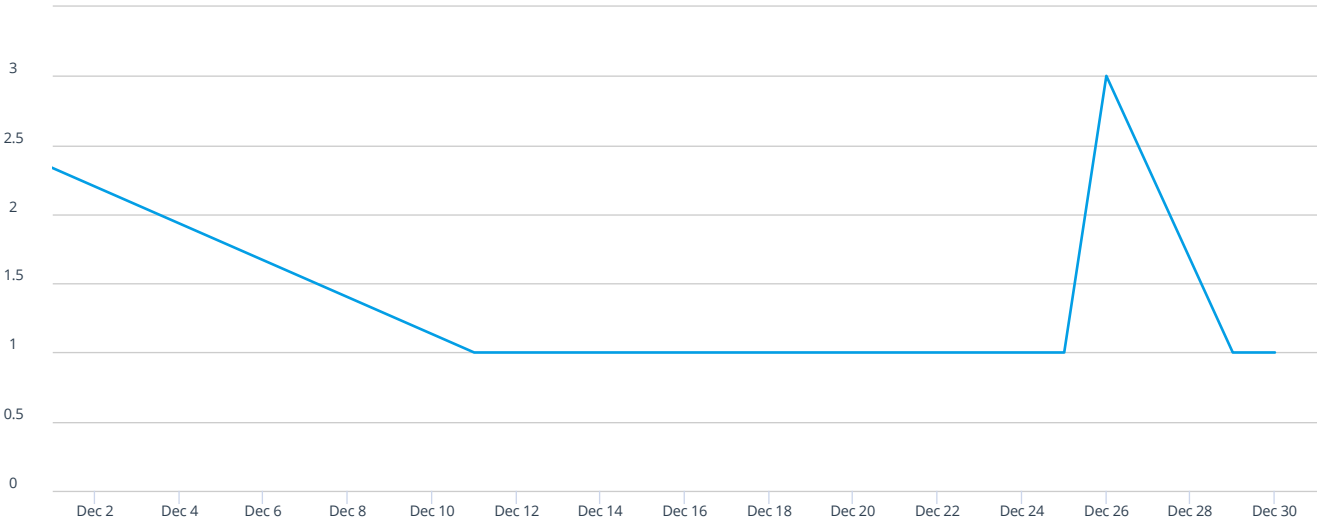
EMS
Percentage of Total Incidents

10

INCIDENTS
In Selected Time Slice

31

DAYS
In Selected Time Slice



Counts % Rows % Columns % All

Week Ending	12/7/25	12/14/25	12/21/25	12/28/25	1/4/26	1/11/26	1/18/26	1/25/26	2/1/26	2/8/26	2/15/26	2/22/26	3/1/26	Total
(13) Mobile property (vehicle) fire					1									1
(32) Emergency medical service (EMS) incident		1		2										3
(52) Water problem				1										1
(61) Dispatched and canceled en route		1	1	1	1									4
(65) Steam, other gas mistaken for smoke				1										1
Total		2	1	5	2									10



DATE:	January 12, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Municipal Court/Solid Waste (Schuler)

BACKGROUND/INFORMATION:

December 2025 Court

25 Citations issued

30 Warnings issued

Solid Waste

802 regular accounts

263 senior rate accounts

3 new accounts created

2 accounts disconnected

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

<u>ATTACHMENTS/SUPPORTING DOCUMENTATION:</u>
None
<u>REVIEWED BY:</u>



DATE:	January 12, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Town Administrators Report (Withers)

BACKGROUND/INFORMATION:

BUILDING PERMITS ISSUES

Permits issued: 25
 New Construction - 1 (93 Hidden Valley Airpark)
 Inspections - 51
 Septic - 0
 ROW - 4
 (3 ROW Applications with Engineering for review to be permitted)

PUBLIC INFORMATION REQUESTS

TOTAL FOR THE YEAR 209

AUDITOR'S REPORT WILL BE SCHEDULED FOR FEBRUARY
 STATE OF THE CITY REPORT DURING THE JANUARY CHAMBER OF COMMERCE LUNCH
 LEADERSHIP SHADY SHORES — CLASS TO BEGIN IN MARCH 23 AND MARCH 30 FROM 6-8 PM
 FILING DATES FIRST DAY TO FILE IS JANUARY 13TH, THROUGH THE 14TH OF FEBRUARY
 PLACES 1,4, AND 5 UP FOR RE-ELECTION
 ELECTION LAW SEMINAR- WENDY AND AMBER WILL ATTEND IN JANUARY

<u>FINANCIAL IMPLICATIONS:</u>
<u>RECOMMENDATION/ACTION DESIRED:</u>
<u>ATTACHMENTS/SUPPORTING DOCUMENTATION:</u>
None
<u>REVIEWED BY:</u>



DATE:	January 12, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Contract Renewal- Consider and act on approval of renewing a contract for legal counsel for Kristen Homyk with Peace and Associates.

BACKGROUND/INFORMATION:

The Town entered into a contract for legal services with Kristen Homyk on April 2024, the current contract is due to be renewed, per the contract

"Except as provided in Article ' III herein below, the term of this Contract shall be for one 1) year from the effective date of this Contract. Thereafter, upon the mutual on sentof both parties, including budget approval by Town, this Contract may be renewed on an annual basis. If, for any reason, funds are not appropriated to continue the Contract, the Contract shall become null and void and shall terminate."

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

approve the continuation of Kris Homyk's contract for another year.

<u>ATTACHMENTS/SUPPORTING DOCUMENTATION:</u>
1. TOWN OF SHADY SHORES CONSULTANT CONTRACT HOMYK
<u>REVIEWED BY:</u>

TOWN OF SHADY SHORES CONSULTANT CONTRACT

This Contract is by and between the Town of Shady Shores, Texas ("Town"), a Type A General Law municipality with a Council-Mayor form of government, and Kristen Leigh Homyk of Peace and Associates, PLLC ("Consultant"), whereby Consultant agrees to perform and Town agrees to pay for the work described herein.

ARTICLE I: SCOPE OF SERVICES AND PAYMENT

- 1.01 This Contract is for legal representation of Town by Consultant in the role of Staff Attorney. The scope and details of the work to be provided to Town by Consultant are set forth in Exhibit "A" to this Contract and are incorporated as though fully set forth herein by reference. Consultant agrees to perform or cause the performance of all the work described in Exhibit "A" (the "Services").
- 1.02 Consultant agrees to perform the work described in Exhibit "A" hereto and Town agrees to pay Consultant a fee based on the rates set forth in Exhibit "B" to this Contract for the Services. Consultant shall submit invoices for Services to Town no later than 30 days following the end of the month in which the specific Services invoiced were performed. A given invoice is payable by Town within thirty (30) calendar days of Consultant's presentation of that invoice to Town. Invoices shall be considered presented when emailed to wendy.withers@shady-shores.com (or to the email address of any subsequent Town Administrator).

ARTICLE II: TIME OF PERFORMANCE

- 2.01 Except as provided in Article VII herein below, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by Town, this Contract may be renewed on an annual basis. If, for any reason, funds are not appropriated to continue the Contract, the Contract shall become null and void and shall terminate.
- 2.02 Consultant promises to work closely with Town Administrator or his or her designee or other appropriate Town officials, including Town's Mayor and Town's Legal Liaison. Consultant agrees to perform any and all Services reasonably required of her by Town. In the event of conflicting directions regarding Services, Consultant is to take the direction of the Mayor.

ARTICLE III: INDEPENDENT CONSULTANT

- 3.01 In all activities or services performed hereunder, Consultant is an independent Consultant and not an agent or employee of Town. Consultant, as an independent Consultant, shall be responsible for the final product contemplated under this Contract. Except for materials

furnished by Town, Consultant shall supply all materials, equipment, and labor required for the execution of the work on Services. Consultant shall have ultimate control over the execution of the work under this Contract within the bounds of the Texas Disciplinary Rules of Professional Conduct and applicable law. Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all firm employees and subconsultants, and Town shall have no control of or supervision over the employees of the Consultant's firm or any of the Consultant's subconsultants. Any negotiations by Consultant on Town's behalf are binding on Town only when within the scope of work contained herein and approved by Town, except that negotiations on the Town's behalf in Consultant's role as Municipal Prosecutor are binding on Town for all purposes.

ARTICLE IV: AUTHORIZATION

- 4.01 Town shall direct Consultant to commence work by executing this Contract. Town will inform Consultant of specific projects on which Consultant is to provide Services via a Request for Services Email (RFSE) by Town Administrator to Consultant at kris@peacefamilylaw.com.
- 4.02 Upon receipt of a RFSE, Consultant shall contact Town Administrator for the purpose of determining the nature of the project, including but not limited to the following: meeting with Town's staff to coordinate project goals, schedules, and deadlines; briefing Town's management staff; devising the format for any interim reports and any final report or product to Town.

ARTICLE V: ATTORNEY RESPONSIBILITIES

- 5.01 Consultant agrees to perform Services with the professional skill and care ordinarily provided by attorneys practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent attorney. Consultant shall accomplish Services in a timely manner. Consultant shall manage her services and coordinate other professional services as necessary for the complete performance of her obligations under this Contract.
- 5.02 Consultant shall keep Town informed of the progress of the work.
- 5.03 Consultant agrees to perform Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over Services. Consultant shall promptly correct any known or discovered error, omission, or other services provided by Consultant.

- 5.04 Consultant warrants to Town that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Consultant is authorized to do business in the state of Texas and properly licensed by applicable governmental and public and quasi-public authorities having jurisdiction over it and the Services required hereunder, (iv) and Consultant is financially solvent, able to pay her debts as they mature and is possessed of sufficient working capital to complete the services required and perform her obligation hereunder.

ARTICLE VI: PROFESSIONAL INSURANCE

- 6.01 Consultant shall procure professional liability insurance covering her obligations under this Contract.
- 6.02 Consultant shall deliver a Certificate of Insurance or the Policy Declarations indicating the expiration date and existence of her professional liability insurance before commencement or continuation of performance of the services under this Contract.

ARTICLE VII: REVIEW, SUSPENSION, AND TERMINATION

- 7.01 Town may terminate this Contract at any time, for any reason or no reason upon sixty (60) days calendar days' written notice. Such notice shall be provided by Town's Administrator, Town's Mayor, or Town's Legal Liaison and receipt of any such termination notice from any of these individuals constitutes notice under this paragraph. Upon Consultant's receipt of such notice, Consultant shall cease work on Services immediately, and shall invoice for any work performed to the termination date within ten (10) business days of receipt of such notice. Consultant shall be compensated for the Services performed prior to the termination date. Consultant shall not be entitled to be paid for Services not performed.
- 7.02 Town may, without cause, order Consultant in writing to suspend, delay, or interrupt the Services in whole or in part for such period of time as Town may determine. Such notice shall be provided by Town's Administrator, Town's Mayor, or Town's Legal Liaison and receipt of any such stop work notice from any of these individuals constitutes notice under this paragraph. Upon receipt of such notice, Consultant shall, unless the notice requires otherwise, immediately discontinue Services on the date and to the extent specified in the notice. Consultant shall be compensated for services performed prior to notice of such suspension. When Services under this Contract are resumed, Consultant shall be compensated for any expenses directly and necessarily incurred in the interruption and resumption of Consultant's services, without markup.
- 7.03 On its regular or a special Council agenda, Town may, at its discretion, schedule review of this Contract, the Services provided hereunder, and/or Consultant every six months during the term of this Contract and during any renewal term of this Contract.

- 7.04 Consultant may terminate this Contract at any time, for any reason or no reason upon sixty (60) calendar days written notice. Such notice shall be provided to Town Administrator, Town's Mayor, or Town's Legal Liaison and delivery of any such termination notice to any of these individuals constitutes notice under this paragraph. Following Consultant's delivery of such notice, Consultant shall continue to perform such Services as assigned up to the last day of the notice period, unless Town terminates or suspends Consultant during that time. Consultant shall invoice Town for all work performed during the notice period as per the routine terms of this Contract. Consultant shall be compensated for the services performed prior to the last day of the notice period.

ARTICLE VIII: DISPUTE RESOLUTION

- 8.01 If a dispute arises out of or relates to this Contract, or a breach thereof, the parties agree to negotiate first in an effort to resolve the dispute. Either party may make a written request for a meeting within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- 8.02 In the event a dispute arises out of or relates to this Contract that cannot be settled through the negotiation process above, the parties hereby agree to attempt in good faith to settle the dispute by mediation. The parties will select a mediator trained in mediation skills to assist with resolution of the dispute. Consultant and Town agree to act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. Consultant and Town will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
- 8.03 If mediation is unsuccessful, then the parties to this Contract will submit all disputes arising under this Contract to binding arbitration in Denton County, Texas, before a single arbitrator based in Denton County, Texas, and the arbitration shall take place in Denton County, Texas. The arbitrator shall be selected by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law in Texas. Consultant and Town agree to act in good faith in the selection of the arbitrator and to give consideration to qualified individuals nominated to act as arbitrator. Consultant and Town will share the arbitrator's fees equally and the parties will bear their own costs of participation such as

fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the arbitration. No party to this Contract will challenge the jurisdiction or venue provisions as provided in this section.

ARTICLE IX: MISCELLANEOUS PROVISIONS

- 9.01 Entire Agreement. This Contract supersedes all prior agreements, written or oral, between Consultant, Consultant's law firm, and Town, and constitutes the entire and integrated agreement and understanding between the parties with respect to the subject matter of the Contract. This Contract may only be amended by a written instrument signed by both parties.
- 9.02 Applicable Law. This Contract will be governed by and construed under the laws of the State of Texas. Any controversy, claim or dispute arising out of or relating to this Contract will be brought in a state court of competent jurisdiction in Denton County, Texas, or, if in federal court, in the Eastern District of Texas, Sherman Division, for trial.
- 9.03 Waiver. A delay or omission by either party in exercising any right or power under the Contract shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Contract shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Contract.
- 9.04 Severability. If any provision of this Contract is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Contract which shall be interpreted as if the invalid or unenforceable provision had not been included.
- 9.05 Independent Contractor. Consultant recognizes that she is engaged as an independent contractor and acknowledges that Town shall have no responsibility to provide Consultant or her law firm's employees with any benefits normally associated with employee status. Consultant will neither hold herself out as nor claim to be an officer, partner, employee, or agent of Town, except that Consultant may, within the bounds of the Scope Of Services attached hereto as Exhibit "A," claim to be Town's Staff Attorney, Town's Attorney, Counsel for Town, and/or Town's Municipal Court Prosecutor, as applicable.
- 9.06 Family Code Child Support Certification. If State funds are being used in in the procurement of Services, pursuant to Section 231.006, Texas Family Code, Consultant certifies that she is not ineligible to receive the award of or payments under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
- 9.07 Prohibition on Contracts with Companies Boycotting Israel. Pursuant to Chapter 808, Texas Government Code, Consultant certifies that she is not ineligible to receive the award

of or payments under this Contract and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- 9.08 Section 2270 Compliance. Section 2270 of the Texas Government Code restricts Town from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. Consultant hereby certifies that she is not ineligible to receive the award of or payments under this Contract. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- 9.09 Non-Discrimination. Consultant understands and certifies that her law firm is an Equal Opportunity Employer and does not and will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability, or economic condition and prohibits retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier.
- 9.10 Proprietary Interests. All information owned, possessed, or used by Town which is communicated to, learned, developed or otherwise acquired by Consultant and her law firm in the performance of services for Town, which is not generally known to the public, shall be confidential and Consultant and her law firm shall not disclose any such confidential information, unless required by law or unless Consultant determines that said disclosure is necessary and appropriate, pursuant to the application of professional legal judgment, in order for Consultant to provide Services.
- 9.11 Termination Due to Loss of Funding. If Town funds are utilized to fund any part of this Contract, Consultant understands that those Town funds for the payment for work performed by Consultant under this Contract have been provided through Town's budget approved by Town Council for the current fiscal year only. Town cannot guarantee the availability of funds and enters into this Contract only to the extent such funds are made available. Consultant acknowledges and agrees she will have no recourse against Town for its failure to appropriate funds for the purposes of this Contract in any fiscal year other than the year in which this Contract was executed. The fiscal year for Town extends from October 1 of each calendar year to September 30 of the following calendar year.
- 9.12 Ethics Matters: No Financial Interest. Consultant understands Town desires that all citizens have confidence in the integrity, independence, and impartiality of their government and its representatives. Consultant understands Town desires that all business be conducted in a legal and ethical manner in accordance with state laws and local ordinances. Consultant will not assist or cause Town employees to violate applicable state ethics laws or rules. Consultant represents and warrants that no member of Town Council has a direct or indirect financial interest in the transaction that is the subject of this Contract.

- 9.13 Subcontracting. Consultant will not subcontract any work under this Contract without prior written approval from Town, except that attorneys, paralegals, and staff of Peace & Associates, PLLC, may assist Consultant in providing Services and Consultant may invoice for those Services. Consultant may, at her discretion and with the agreement of any other attorneys also already providing legal services to Town, determine that a given assignment should be performed by or in conjunction with another attorney also already providing legal services to Town, and may pursue the involvement of that attorney without further written approval from Town. In the event approval to subcontract with an outside attorney is given by Town, Consultant will specify any work or services, the appropriate insurance requirements, and miscellaneous provisions by separate written agreement with the subcontractor. No such written agreement shall be required for Consultant to work in conjunction with or reassign an assignment to an attorney already providing legal services to Town.
- 9.14 Limitation of Liability. In recognition of the relative risks and benefits of this Contract to both Town and Consultant, to the fullest extent permitted under applicable law, Town agrees that the total liability of Consultant and her law firm for any and all claims, losses, costs, damages, or expenses including, without limitation, reasonable attorneys' fees and costs, of any nature whatsoever, shall not exceed the applicable limits of Consultant's professional liability insurance policy. It is intended that this limitation of liability shall apply to any and all liability or cause of action, whether in contract, warranty, tort, or otherwise, however alleged or arising.
- 9.15 Force Majeure. Consultant and law firm shall have no liability for any delay caused by an event of force majeure, Town, or any of its consultants or contractors, or circumstances outside of her reasonable control.
- 9.16 Notices. All notices referenced in this Contract shall be provided in writing. Notices shall be deemed effective upon delivery when presented by hand delivery, upon delivery if sent via certified U.S. mail, or when delivered by email with a Read Receipt returned as Read. Official notices may not be sent by regular U.S. mail. Notices shall be sent to the following addresses:

Town:

The Town of Shady Shores, Texas

c/o Town Administrator

101 S Shady Shores Road

Shady Shores, TX 76208

Wendy.withers@shady-shores.com (or to the email address of any subsequent Town Administrator)

Consultant:

Kristen Leigh Homyk

Peace & Associates, PLLC

3212 Long Prairie Road, Ste. 200

Flower Mound, Texas 75022

kris@peacefamilylaw.com

The parties may designate alternative persons or addresses for receipt of notices by written notice.

List of Exhibits:

Exhibit "A" Scope of Services

Exhibit "B" Payment Schedule

Exhibit "C" Required Insurance

Agreed to this 24th day of April, 2024.

Town of Shady Shores, Texas

By: Cindy Aughinbaugh
Mayor Cindy Aughinbaugh

Peace & Associates, PLLC

By: Kristen Leigh Homyk
Kristen Leigh Homyk, Consultant

EXHIBIT "A"
SCOPE OF SERVICES

Consultant will provide Services to Town as an attorney in the following legal matters:

1. Representing Town as prosecutor in the municipal court;
2. Advising on legal issues concerning:
 - a. municipal court operations;
 - b. code enforcement matters;
 - c. dangerous structures;
 - d. open government;
 - e. agenda review;
 - f. public bidding;
 - g. ordinance review and drafting;
 - h. contract review, depending on the subject matter and as assigned;
 - i. legislative changes, depending on the subject matter and as assigned;
 - j. condemnation as assigned;
3. Litigation, depending on the subject matter and as assigned; and
4. Miscellaneous legal tasks as assigned.

EXHIBIT "B"
PAYMENT TERMS

Compensation is based on actual hours of work/time devoted to providing the described professional services.

Consultant will be paid at a rate of \$350 per hour.

Work performed by paralegals and other members of Consultant's office staff will be billed at the employee's normal billing rate, not to exceed \$200/hour.

Town will reimburse Consultant for actual expenses at Consultant's actual costs without markup. Upon request, Consultant will provide receipts or other documentation of actual expenses to support any expenses listed for reimbursement on a given invoice.

Reimbursable expenses include but are not limited to expenses incurred for court filing fees, process servers, courier and express delivery, certified mail, conference calls, litigation costs such as fees for court reporters and deposition costs, document and copy services, and trial exhibits.

Consultant will be reimbursed for any expenses incurred for travel outside of Denton County, Texas, made necessary by Consultant's provision of Services to Town. Such travel is not anticipated to be a routine occurrence. Consultant will notify Town Administrator if travel outside of Denton County, Texas, becomes necessary, and Consultant and Town Administrator will agree on the necessity of such travel and expenditures for same before Consultant travels.

Consultant must invoice Town for professional services and reimbursement of expenses pursuant to the procedures established in this Contract. Town will pay such invoices according to its normal payment procedures. Town shall promptly review any invoice and notify Consultant whether the invoice is approved or disapproved in whole or in part. Town shall promptly pay Consultant for all approved services and expenses.

EXHIBIT "C"
REQUIRED INSURANCE

AMERICAN ALTERNATIVE INSURANCE CORPORATION

Note: This policy is nonparticipating with regard to paying dividends to policyholders

LAWYERS PROFESSIONAL LIABILITY INSURANCE DECLARATIONS

DECLARATIONS

POLICY NO. 7LA2PL0000536-00

IMPORTANT NOTE: THIS IS A CLAIMS-MADE AND REPORTED POLICY. TO BE COVERED, A CLAIM MUST BE FIRST MADE AGAINST AN INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. UNLESS CHANGED BY ENDORSEMENT, THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES WILL BE REDUCED BY CLAIM EXPENSES AND THE DEDUCTIBLE APPLIES TO CLAIM EXPENSES. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE UNDER THE POLICY WITH YOUR INSURANCE ADVISOR.

This policy is composed of the Declarations, the Lawyers Professional Liability Insurance Policy, and any endorsements attached thereto.

ITEM 1	COMPANY: AMERICAN ALTERNATIVE INSURANCE CORPORATION Administration Office: 555 College Road East, Princeton NJ 08543-521 (800) 305-4954
ITEM 2	A. NAMED INSURED: <u>PEACE & ASSOCIATES PLLC</u> B. NAMED INSURED PRINCIPAL ADDRESS: <u>3212 Long Prairie Rd</u> <u>SUITE 200</u> <u>Flower Mound, TX 75022</u> C. NAMED INSURED MAILING ADDRESS IF DIFFERENT FROM ITEM 2.B <u>N/A</u>
ITEM 3	POLICY EFFECTIVE DATES: Effective Date: October 3, 2023 Expiration Date: October 3, 2024 12:01 A.M. Standard Time at the Principal Address stated in ITEM 2.

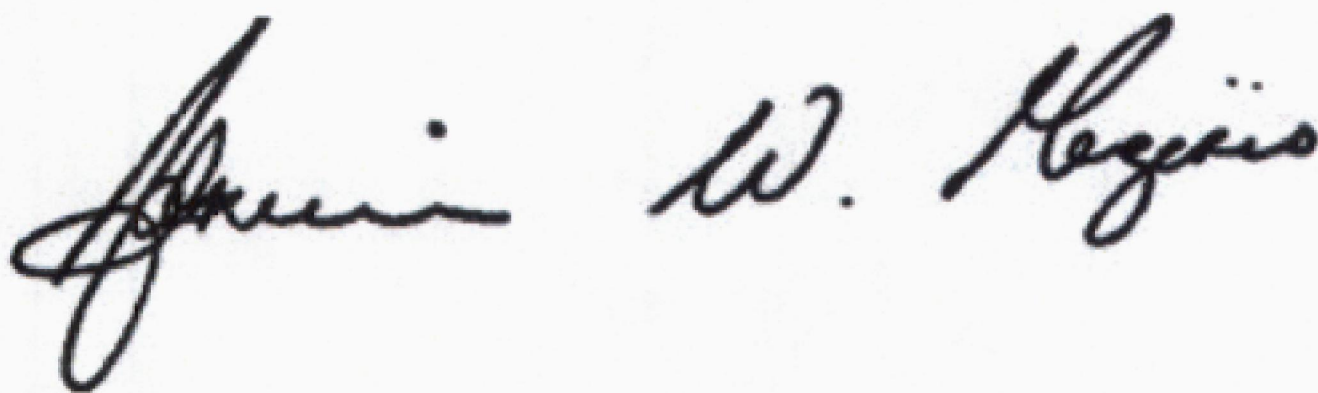
Licensed to Munich Reinsurance America, Inc.

ITEM 4	LIMITS OF LIABILITY: a. Per Claim Limit of Liability: <u>\$500,000</u> b. Aggregate Limit of Liability: <u>\$1,000,000</u>
ITEM 5	DEDUCTIBLE: a. Deductible Per Claim: <u>\$5,000</u> b. Aggregate Deductible: <u>N/A</u>
ITEM 6	1. Disciplinary Proceedings Reimbursement: a. Limit Per Proceeding: \$50,000 b. Aggregate Limit Per Policy: \$100,000 2. Loss of Earnings and Expense Reimbursement: a. Limit Per Insured Per Day: \$1,000 b. Limit Per Claim: \$15,000 c. Aggregate Limit Per Policy: \$50,000 3. Crisis Event Expense Reimbursement: a. Limit Per Crisis Event: \$25,000 b. Aggregate Limit Per Policy: \$50,000 4. Excess Non-Profit Director or Officer Capacity Claim Reimbursement: a. Limit Per D&O Claim: \$25,000 b. Aggregate Limit Per Policy: \$50,000
ITEM 7	RETROACTIVE DATE: <u>N/A</u>
ITEM 8	CLAIM NOTICE: By Mail: American Alternative Insurance Corporation 555 College Road East, Princeton, NJ 08543-5241 By Phone: 866-311-9636 By Email: clmsins@munichreamerica.com

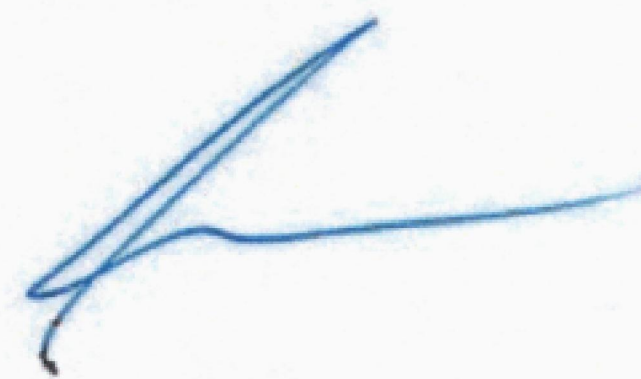
ITEM 9	PREMIUM FOR THE POLICY PERIOD: <u>Total</u> \$ [REDACTED] [REDACTED] [REDACTED] [REDACTED] a. Policy Premium: b. State Premium Tax: c. Other Tax or Fee: d. GRAND TOTAL DUE:												
ITEM 10	OPTIONAL EXTENDED REPORTING PERIOD TERMS: <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left; width: 50%;"><u>ADDITIONAL MONTHS</u></th><th style="text-align: left; width: 50%;"><u>OPTIONAL ERP PREMIUM</u></th></tr> </thead> <tbody> <tr><td>a. 12</td><td>100%</td></tr> <tr><td>b. 24</td><td>150%</td></tr> <tr><td>c. 36</td><td>175%</td></tr> <tr><td>d. 72</td><td>225%</td></tr> <tr><td>e. Unlimited</td><td>250%</td></tr> </tbody> </table>	<u>ADDITIONAL MONTHS</u>	<u>OPTIONAL ERP PREMIUM</u>	a. 12	100%	b. 24	150%	c. 36	175%	d. 72	225%	e. Unlimited	250%
<u>ADDITIONAL MONTHS</u>	<u>OPTIONAL ERP PREMIUM</u>												
a. 12	100%												
b. 24	150%												
c. 36	175%												
d. 72	225%												
e. Unlimited	250%												
ITEM 11	FORMS AND ENDORSEMENTS: POLICYHOLDER NOTICE (TEXAS) (PLLW N 03 TX) LAWYERS PROFESSIONAL LIABILITY INSURANCE DECLARATIONS (PLLW 00 01) LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY (PLLW 00 02) STATE AMENDATORY ENDORSEMENT (TEXAS) ED. 12-20 (PLLW 00 25 TX)												

The Declarations, the Lawyers Professional Liability Insurance Policy, and any Endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

IN WITNESS WHEREOF, the **Company** has caused this policy to be signed by its authorized officers.



Adrienne Mageras, President



Ignacio Rivera, Deputy General Counsel and Assistant Secretary

FLORIDA APPLICANTS ONLY:

State Producer License Number: _____

Authorized Representative Signature: _____

Licensed to Munich Reinsurance America, Inc.



DATE:	January 12, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Minutes- Consider and act on approval of the minutes of the December 2025 Regular Town Council meeting.

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. TC Minutes 12.08.2025

REVIEWED BY:



**TOWN OF SHADY SHORES
SHADY SHORES TOWN COUNCIL
REGULAR SESSION
DECEMBER 8, 2025; 7:00 PM
SHADY SHORES COMMUNITY CENTER
101 S. SHADY SHORES ROAD
SHADY SHORES, TX 76208**

MINUTES

CALL TO ORDER

Mayor Aughinbaugh called the meeting to order at 7 pm

ROLL CALL

Establish a quorum.

MEMBERS PRESENT

Councilmember, Place 5 Charles Grimes, Mayor Pro Tem (3) Tom Newell, Councilmember, Place 2 Mike Nowels, Councilmember, Place 1 Jeff Belton, Place 5 Josh Juve

STAFF PRESENT:

Wendy Withers, Town Administrator; Tammy Stevens, Permit Tech; Joan Davis, Executive Assistant; David Francis, Town Engineer; Kristen Homyk, Town Attorney

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

PROCLAMATIONS, PRESENTATIONS AND AWARDS

COUNCILMEMBER/COMMITTEE/STAFF REPORTS:

Community Relations Reports (Klein)

The Community Relations report was included in the packet.

Animal Control/Code Enforcement Reports (Belton)

Councilmember Jeff Belton gave the Animal Control and Code Enforcement Reports.

Town Administrators Report (Withers)

Town Administrator Wendy Withers gave the staff report.

Public Safety Reports (Newell)

Mayor Pro Tem Tom Newell gave the public safety reports.

Roads, Drainage, Capital Improvements Report (Engineering)

Town Engineer David Francis gave the roads, drainage, and capital improvements report.

Announcements

Municipal Court/Solid Waste Report (Schuler)

The Municipal Court and Solid Waste reports were included in the packet.

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.

A motion was made by Councilmember, Place 2 Mike Nowels, seconded by Mayor Pro Tem (3) Tom Newell; to approve the items on the consent agenda as presented. The motion carried.

Yes: 5 - Charles Grimes, Tom Newell, Mike Nowels, Jeff Belton, Josh Juve

No: 0 - None

Recused: 0 - None

Resolution 2025-10-843 designating an Official Newspaper- Consider and act on approval of Resolution 2025-10-843 ratifying the effective dates.

A motion was made by Councilmember, Place 2 Mike Nowels, seconded by Mayor Pro Tem (3) Tom Newell; to ratify Resolution 2025-10-843 designating an Official Newspaper. The motion carried.

Yes: 5 - Charles Grimes, Tom Newell, Mike Nowels, Jeff Belton, Josh Juve

No: 0 - None

Recused: 0 - None

Minutes — Consider and act on approval of the minutes of the November 10th, 2025 Regular Town Council meeting and the November 10, 2025, Worksession.

CITIZENS COMMENTS

This agenda exists as an avenue for Citizens to address the Town Council on any item of business not formally scheduled on an Agenda. Citizens who wish to speak should sign up prior the meeting on the sign-in sheet provided near the entry. Citizens Comments will be limited to three minutes each. An additional two minutes may be granted by the Mayor, or upon consensus of the council. When called upon, the individual should come to the podium, state his or her name and address, and identify any organization he or she represents. Remarks should be addressed to the entire council and not specific members. Citizens may wish to register their support or opposition to an agenda item without speaking and may do so on the public sign in sheet near the entry. Their comment of support or opposition will be included in the formal minutes. In compliance with the Texas Open Meetings Act, the Town Council may not deliberate or vote on any matter not on the agenda for that meeting. The Town Council may only offer the following responses to Citizen's Comments: the answer to a question on existing policy or fact which requires no deliberation or a request to appropriate staff to provide additional information on matters of existing policy or general interest. Presentations of repetitious information are not appropriate. Citizens may present their information in written form. In the interest of time, if there is a group of individuals representing a single item, the group is encouraged to select a spokesperson.

503 Shell Drive

REGULAR AGENDA ITEMS

Richard Hayes Presentation

State Representative Richard Hayes was present to answer questions about the recent Legislative Session and discuss the Governor's 5 point plan.

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.

There was no executive session held

FUTURE AGENDA ITEMS AND STAFF DIRECTION

ADJOURN

Charles Grimes made a motion to adjourn. Mike Nowels seconded the motion. The meeting was adjourned at 8:28 om

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2025

APPROVED:

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Administrator/Secretary



DATE:	January 12, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Resolution Nominating an Individual to Serve on the Denton Central Appraisal District Board.

BACKGROUND/INFORMATION:

The Denton Central Appraisal District Board of Directors has received notification of the resignation of Board Member Rob Altman, Place 5, effective immediately.

Mr. Altman was an appointed member of the DCAD Board of Directors whose term ends on December 31, 2027. According to the Texas Property Tax Code, a vacancy at DCAD by an appointed member falls under Section 6.0301(f), which states:

"(f) If a vacancy occurs in an appointive position on the board of directors, each taxing unit that is entitled to vote under Section 6.03 may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall appoint by majority vote of its members one of the nominees to fill the vacancy."

This email serves as your official notification of vacancy and notice of eligibility to nominate one person to fill the unexpired term.

If your governing body chooses to pass a nominating resolution to fill this vacancy, the deadline to submit the resolution to the Chief Appraiser is 45 days from today: **Thursday, January 29, 2026**. Following this deadline, the Chief Appraiser will prepare a list of all submitted nominees, and the current Board of Directors shall appoint one of the nominees by majority vote to fill the vacancy. ***This process is separate from the regular board appointment process currently underway for terms ending this year.***

The City of Corinth plans to nominate Jared Eutsler who they have nominated in the past. He currently serves

on the Finance and Audit Committee and also serves as our non-voting member on the DCTA Board. His bio is attached.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. _Important Communication from the Chief Appraiser_ DCAD Board of Directors Vacancy (Place 5)
2. REPRESENTATIVE TO THE DENTON CENTRAL 202411837

REVIEWED BY:

From: [Don Spencer](#)
Subject: *Important Communication from the Chief Appraiser: DCAD Board of Directors Vacancy (Place 5)
Date: Monday, December 15, 2025 4:01:37 PM

Denton County Taxing Entities:

The Denton Central Appraisal District Board of Directors has received notification of the resignation of Board Member Rob Altman, Place 5, effective immediately.

We thank Mr. Altman for serving the taxpayers of Denton County and for the time and dedication he gave to the board during his tenure.

Mr. Altman was an appointed member of the DCAD Board of Directors whose term ends on December 31, 2027. According to the Texas Property Tax Code, a vacancy at DCAD by an appointed member falls under Section 6.0301(f), which states:

"(f) If a vacancy occurs in an appointive position on the board of directors, each taxing unit that is entitled to vote under Section 6.03 may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The taxing unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall appoint by majority vote of its members one of the nominees to fill the vacancy."

This email serves as your official notification of vacancy and notice of eligibility to nominate one person to fill the unexpired term.

If your governing body chooses to pass a nominating resolution to fill this vacancy, the deadline to submit the resolution to the Chief Appraiser is 45 days from today: **Thursday, January 29, 2026.**

Following this deadline, the Chief Appraiser will prepare a list of all submitted nominees, and the current Board of Directors shall appoint one of the nominees by majority vote to fill the vacancy.

This process is separate from the regular board appointment process currently underway for terms ending this year.

Sincerely,

Don Spencer, RPA, RTA
Chief Appraiser
Denton Central Appraisal District

don.spencer@dentoncad.com

(940)349-3978

"He must increase, but I must decrease." John 3:30



CONFIDENTIALITY NOTICE: This email may contain confidential information and/or attorney client privileged transmission et seq., and any information contained in this message is legally privileged, confidential and intended only for the individual or entity named herein. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this message is strictly prohibited. If you have received this message in error, please immediately notify our firm and purge all copies of this message from your system.



RESOLUTION NO:

A RESOLUTION BY THE GOVERNING BODY OF TOWN OF SHADY SHORES EXERCISING THEIR RIGHT TO NOMINATE CANDIDATES IN THE ELECTION OF THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS the TOWN OF SHADY SHORES is a member of the Denton Central Appraisal District and is entitled to nominate an individual to be considered for election to the Board of Directors in accordance with 6.03 of the Texas Property Tax Code; and,

Whereas each voting unit must approve it's nomination by resolution and submit it to the Chief Appraiser before January 29, 2026.

NOW THEREFORE BE IT RESOLVED BY SHADY SHORES AS FOLLOWS: THAT SHADY SHORES NOMINATES THE FOLLOWING INDIVIDUAL TO BE PLACED ON THE BALLOT FOR ELECTION TO THE DENTON CENTRAL APPRAISAL DISTRICT BOARD.

This Resolution is hereby introduced and adopted by Shady Shores at its open meeting on

_____.

Approved:

Cindy Aughinbaugh, Mayor

Attest:

Wendy Withers,
Town Administrator/Secretary



DATE:	January 12, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Comprehensive Grant Paperwork Approval

BACKGROUND/INFORMATION:

In 2025 the Town applied for a Land Use planning grant through the Texas Land and Grant Office with the help of Grantworks. The grant was approved in the amount of \$237,000. Consider and act on acceptance of the grant and approving the required documentation.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

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DATE:	January 12, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Contract for Delinquent Fees — Consider and act on approval of a contract for collection of delinquent fees, including but not limited to court fines, delinquent taxes, delinquent solid waste fees, and delinquent code cases. The following contracts would need to be approved: Contract for the collection of Accounts Receivable; a contract for the collection of delinquent taxes; a contract for the collection of delinquent solid waste accounts.

BACKGROUND/INFORMATION:

Currently the Town has a contract with MVBB for the collection of delinquent taxes and delinquent court fines. Perdue Brandon offers these services but will collect on a wider variety of delinquent fees that may be owed to the town. There is cost to the town for this service.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. 1 Contract - Town of Shady Shores AR Solid Waste
2. 1 Contract - Town of Shady Shores DTAX emh
3. 1 Contract- City of Shady Shores FF 2026 emh
4. 1 Disclosure - DTAX - Town of Shady Shores 2026 emh
5. 1 Disclosure - FF - Town of Shady Shores 2026 emh
6. 1 Disclosure - Solid Waste - Town of Shady Shores emh
7. 1 Written Findings - All - Town of Shady Shores

REVIEWED BY:

CONTRACT FOR THE COLLECTION OF DELINQUENT ACCOUNTS RECEIVABLE

THE STATE OF TEXAS

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COUNTY OF DENTON

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THIS CONTRACT is made and entered into by and between the **TOWN OF SHADY SHORES, TEXAS, acting by and through its governing body**, (hereinafter the “Client”), and **PERDUE BRANDON FIELDER COLLINS & MOTT, L.L.P.**, (hereinafter the “Law Firm”). The terms and conditions of the contract are as follows:

1. **Nature of Services** Client agrees to employ the Law Firm to collect delinquent accounts receivable, including but not limited to delinquent solid waste amounts due (“Delinquent Accounts Receivable”).

2. **Compensation** Client agrees to pay the Law Firm as compensation for services required hereunder thirty percent (30%) of the total amount collected and paid to the Client on accounts turned over to the Law Firm. It is expressly understood that the Law Firm is not entitled to receive payment on any delinquent account subsequently paid but that was not turned over to the Law Firm.

3. **Term of Contract** The initial term of this contract shall commence on _____, 2026 and be for a term of one year, except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate the agreement. After the initial period, this contract shall automatically renew and continue in full force—and effect thereafter from year to year for additional twelve-month periods on the same terms and conditions unless either party delivers written notice to the other party of its intent to terminate this contract at least thirty (30) days prior to the renewal date of this contract.

If the contract is terminated, the Law Firm is entitled to continue its collection activities, and receive compensation in accordance with paragraph 2, on accounts referred by Client prior to termination for a period of three (3) months.

4. **Credit Reporting** Client understands and agrees that the Law Firm will not report information on Client’s Delinquent Accounts Receivable to credit reporting agencies. If it is desired, the Client shall, in its sole discretion, report Delinquent Accounts Receivable information to any such agency.

5. **Interest Accrual** Absent an express agreement to the contrary, the Law Firm will not accrue interest on Client’s Delinquent Accounts Receivable.

6. **Litigation** The Law Firm will not file lawsuits to collect any part of the Delinquent Accounts Receivable. Collections services will be limited to mailing campaigns and calls only.

7. **Account Information** Client agrees to submit for collection only Delinquent Accounts Receivable that are valid and owed by the customer or guarantor. Client will provide Law Firm with all information and documentation necessary for the collection of all submitted Delinquent Accounts Receivable. Client will provide accurate information on each Delinquent Accounts Receivable and will promptly report any payments it receives

or adjustments it makes on Delinquent Accounts Receivable turned over to the Law Firm. Client and Law Firm shall work together to expeditiously respond to any debtor correspondence regarding a disputed debt and requests for verification of debt received by Law Firm. Client agrees to provide Law Firm with all copies of records necessary to verify a debt within 10 days of Law Firm's request.

The Client shall refer all Delinquent Accounts Receivable by electronic medium, or in any other way that is most favorable to the Client.

8. **Return of Accounts** Client and Law Firm agree that Law Firm has no obligation to perform collection services for Delinquent Accounts Receivable that are determined by Law Firm to be time-barred from collections by an applicable statute of limitation or other similar limitation. Following the return of such accounts from Law Firm to Client, Law Firm shall have no further obligations on these accounts.

9. **Receipt of Payments** Client gives the Law Firm exclusive authority to collect amounts due on accounts turned over to the Law Firm. Law Firm agrees to process all payments and correspondence. It is understood and agreed that the Law Firm will instruct debtors to make all payments payable to the Law Firm, and the Law Firm will send the client's portion to them weekly.

10. **Reporting** Upon request, the Law Firm will provide reports to the Client setting forth the status of Delinquent Accounts Receivable turned over to Law Firm by Client.

11. **Compliance Verification**. A) Pursuant to Chapter 2271 of the Texas Government Code, Law Firm verifies that it does not and will not for the term of this contract boycott Israel. Law Firm will comply with all applicable Texas, Federal, and other laws in the performance of this contract. B) In order to comply with Tx. Govt. Code §2252.152, Law Firm verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. C) In order to comply with Tx. Govt. Code §2274.002, Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. D) In order to comply with Tx. Govt. Code §2274.002, Law Firm verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

12. **Entire Agreement**. This contract constitutes the entire agreement and understanding between the Law Firm and Client with respect to the subject matter of this contract and supersedes all previous written or oral representations, agreements, and understandings. All modifications to this contract must be made in writing and signed by both parties. Furthermore, this Contract cannot be transferred or assigned by either party without the consent of both parties.

13. **Severability**. If any portion of this contract is found to be illegal, invalid, or otherwise incapable of being enforced, such portion shall be excluded to the minimum extent necessary to remedy such illegality, invalidity, or unenforceability. The remainder of the contract shall remain in full force and effect.

14. **Choice of Law**. This contract, and all claims or causes of action arising out of or related to this contract, shall be interpreted under, and governed by the internal laws of the State of Texas. Client and Law Firm agree that exclusive venue lies with the courts located in Denton County, Texas.

WITNESS the signatures of all parties hereto this the ____ day of _____, _____.

TOWN OF SHADY SHORES

**PERDUE BRANDON FIELDER COLLINS &
MOTT, LLP**

BY: _____

Mayor, Town Council

BY: _____

Erin Minett Hutto

Perdue Brandon Fielder Collins & Mott, LLP

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS

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COUNTY OF DENTON

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THIS CONTRACT is made and entered into by and between the **TOWN OF SHADY SHORES**, acting herein and through the Mayor of its Town Council, hereinafter called Taxing Authority, and **PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.**, Attorneys at Law, Garland, Texas, or their duly authorized representatives, hereinafter called the Firm.

I.

Taxing Authority agrees to retain the services and does hereby retain the services of the Firm to enforce by suit or otherwise, the collection of all delinquent taxes, penalty and interest, owing to Taxing Authority which the Taxing Authority's Tax Collector refers to the Firm, provided current year taxes becoming delinquent within the period of this Contract shall become subject to its terms upon the following conditions:

A. Taxes that become delinquent during the term of this Contract that are not delinquent for any prior year become subject to the terms of this Contract on the 1st day of the month in which penalties attach to the taxes pursuant to Section 33.07, 33.08 and/or 33.11 of the Texas Property Tax Code.

B. Taxes that become delinquent during the term of this Contract on property that is delinquent for prior years shall become subject to its terms on the first day of delinquency when such property is under litigation or comes under litigation or is referred to the Firm for collection by Taxing Authority's Tax Collector.

C. Notwithstanding A or B, the Taxing Authority may turn over to the Firm to pursue remedies under Sections 33.48 or 33.21, et. Seq. of the Texas Property Tax Code at Tax Authority's discretion, and said taxes will become subject to the terms of this Contract.

D. All delinquent personal property taxes shall become subject to this Contract and are to be turned over to the Firm for collection 60 days after the delinquency date for said taxes. A penalty as set forth in Paragraph V shall be assessed to defray the cost of collecting those taxes as provided by section 33.11, Texas Property Tax Code. All collection penalties or attorney fees collected on those taxes are the property of the Firm and shall be paid in the same manner as all other collection penalties or attorney fees under this Contract.

E. Other taxes, including current taxes, which are turned over to the Firm by Taxing Authority's Tax Collector because of the necessity of filing claims in Bankruptcy, with other Federal authorities, or for other reasons, shall become subject to the terms of this Contract at the time they are turned over to the Firm and the Firm shall be entitled to the appropriate percentage, as set forth in Paragraph V, of any amounts of delinquent taxes, penalties, and interest actually received by Taxing Authority.

F. Taxing Authority reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the Firm for collection.

II.

The Firm is to call to the attention of the Taxing Authority's Tax Collector or other designated officials any errors, double assessments or other discrepancies coming under its observation during the progress of the work and is to intervene on behalf of Taxing Authority in all suits for taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.

III.

The Firm agrees to make progress reports to Taxing Authority on request and to advise Taxing Authority of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

IV.

All activities performed by the Firm in connection with this Contract are performed at no expense, fee, or cost to Taxing Authority.

V.

Taxing Authority agrees to pay to the Firm, as compensation for the services required herein twenty (20%) percent of the amount of taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph I above, collected and paid to Taxing Authority Tax Collector during the term of this contract, as and when collected;

VI.

Taxing Authority agrees to furnish to the Firm all data and information as to the name, and address of the taxpayer, the legal description of the property, years and amount of taxes due. Taxing Authority further agrees to update said information by furnishing a list of paid accounts and adjustments to the tax roll as necessary. Section 33.48(a) (4) of the Texas Property Tax Code provides: "In addition to other costs authorized by law, a taxing unit is entitled to recover...reasonable expenses that are incurred by the taxing unit in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due:..." The Firm agrees to advance on behalf of Taxing Authority such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, Taxing Authority assigns its right to recover the same to the extent approved by the Court and/or customarily and usually approved by the Court. The Firm expressly waives any claim against Taxing Authority for uncollected costs or expenses.

VII.

Upon approval hereof by the Board of Trustees, this contract will be for an initial three (3) year term, from _____, 2026 through _____, 2029. After the initial term, this contract shall renew for successive one-year terms on January 1. Termination of this contract by either party shall require thirty (30) days' written notice prior to the end of the contract term of their desire and intent to terminate at the end of the contract term. The notice to terminate can be given for any reason whatsoever. Upon termination, the Firm shall have an additional six (6)

months to reduce to payment or judgment all tax litigation and bankruptcy claims filed prior to the date this Contract becomes terminated or expires. Taxing Authority agrees to compensate the Firm for any such accounts collected during the six (6) month period in accordance with the terms of section V above.

VIII.

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

In consideration of the terms and compensation here stated, the Firm hereby accepts said retention of services and undertakes the performance of this Contract as above written.

IX.

Notice to Clients

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 for more information.

The Firm hereby represents and warrants that at the time of this Contract neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Firm: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

By signing and entering into the Contract, the Firm verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Contract. "Boycott Israel" has the meaning assigned by

Section 808.001, Government Code. “Boycott energy company” has the meaning assigned by Section 809.001, Government Code.

By signing and entering into the Contract, the Firm verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” has the meaning assigned by Section 2274.001(3), Government Code.

WITNESS the signatures of all parties hereto in duplicate originals this the ____ day of _____, 2026, Denton County, Texas.

TOWN OF SHADY SHORES

By: _____
Mayor, Town Council

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.

Attorneys at Law
1919 S. Shiloh Road, Suite 640, LB 40
Garland, TX 75042
(p) 972-278-8282
(f) 972-278-8222

By: _____
Erin Minett Hutto
Partner

CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES

STATE OF TEXAS

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COUNTY OF DENTON

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SECTION I. PARTIES TO THE CONTRACT

THIS CONTRACT, hereinafter referred to as the “Contract”, is made and entered into by and between the **Town of Shady Shores**, acting herein by and through its governing body, hereinafter called the “**Town**” and **Perdue Brandon Fielder Collins & Mott, LLP**, hereinafter called “**Perdue Brandon**” or “**Firm**”.

THIS CONTRACT supersedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this Contract cannot be transferred or assigned by either party without the written consent of all parties.

The Town agrees to employ and does hereby employ Perdue Brandon to enforce the collection of delinquent Municipal Court fines, fees, and court costs pursuant to the terms and conditions described in this Contract.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the Town and Perdue Brandon agree as follows:

SECTION II. TOWN’S COLLECTION OBLIGATIONS

A. The Town agrees to refer all delinquent accounts, as defined below, to Perdue Brandon for collection on or about the first (1st) or the fifteenth (15th) of each month. The Town shall refer all delinquent accounts by electronic or magnetic medium, if available, or in any other way that is most favorable to the Town. All delinquent accounts should be in a specified format that will allow the Firm to process the account data.

B. An account is considered delinquent when not paid within sixty (60) days of the scheduled appearance date (if the defendant failed to appear), or from any granted extension, or from the date of conviction or judgment, or other court specified due date.

C. The Town will provide Perdue Brandon with copies of, or access to, the information and documentation necessary to collect the fines, fees, and court costs that are subject to this Contract.

SECTION III. FIRM’S COLLECTION OBLIGATIONS

A. Perdue Brandon agrees to refer all payments and correspondence directly to the court that has assessed or levied the fines, fees, and court costs being collected pursuant to this Contract. Neither party will have any obligation to the other with regards to returned accounts.

B. Perdue Brandon agrees to use its best efforts to collect the delinquent accounts received from the Town and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

C. If requested by the Town, Perdue Brandon agrees to provide legal advice to the Town on its delinquent collection accounts.

D. Perdue Brandon will make its proprietary Automated Assistant program and all of the reports therein, and as developed, available to the Town's designated staff at no charge during the term of this Contract.

E. Perdue Brandon agrees that it will utilize other defendant contact methods as allowable by law and approved by the court as new technology is developed.

F. Perdue Brandon agrees to provide local advertisement to support an Annual Case Resolution campaign.

SECTION IV. COLLECTION FEE

The Town agrees to pay Perdue Brandon as follows:

(1) No charge for the collected fines, fees, and court costs referred to Perdue Brandon by the Town imposed on all unadjudicated offenses committed on or before June 18, 2003.

(2) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all adjudicated offenses committed on or before June 18, 2003; and

(3) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all offenses occurring after June 18, 2003.

The thirty percent (30%) collection fee shall be added to the amount owed by a defendant that is more than 60 days past due pursuant to Article 103.0031, Texas Code of Criminal Procedure.

SECTION V. EXCEPTIONS TO THE COLLECTION FEE

Pursuant to Article 103.0031(d), Texas Code of Criminal Procedure, the Firm shall not collect from or hold liable a defendant the percentages referred to in Section IV. COLLECTION FEE, if the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. As provided for in subsection (b) of Article 103.0031, the collection fee does not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service.

The collection fee shall, however, be applied to any balance remaining after a partial credit for time served or community service if the balance is more than sixty (60) days past due.

SECTION VI. METHOD OF PAYMENT

Absent an agreement otherwise, the Town shall calculate and receive the amount of any collection fee due to Perdue Brandon. Said fee shall be paid to Perdue Brandon by check on a monthly basis. All compensation shall become the property of Perdue Brandon at the time of payment.

SECTION VII. COMMENCEMENT AND TERMINATION OF CONTRACT

This Contract shall commence on the ____ day of _____, 2026. After the initial period, this contract shall automatically renew and continue in full force and effect thereafter from year to year for additional twelve-month periods on the same terms and conditions unless either party delivers written notice to the other party of its intent to terminate this contract at least thirty (30) days prior to the renewal date of this contract. Upon termination, Perdue Brandon shall have an additional six (6) months to complete work on all delinquent accounts referred from the Town prior to the notice of termination and will be entitled to compensation on such accounts if collected.

SECTION VIII. INDEMNIFICATION

Perdue Brandon shall indemnify, hold harmless and defend the Town against any claim of liability or loss incurred by the Town to the extent caused by the Firm's acts or omissions in the performance of this Contract that constitute negligent or willful acts or are errors or omissions. Such indemnity includes, without limitation, any judgment against the Town, attorney fees and necessary litigation expenses.

SECTION IX. NOTICES

For purposes of sending notice under the terms of this Contract, all notices from the Town shall be sent to the Firm by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue Brandon Fielder Collins & Mott, LLP
Attn: J. Douglas Burnside
BY U.S. MAIL OR BY COURIER DELIVERY:
1919 S. Shiloh Rd., Suite 640, LB 40
Garland, TX 75042
972-278-8282

All notices from the Firm shall be sent to the Town by certified United States mail, or delivered by hand or courier, and addressed as follows:

Town of Shady Shores
Attn: Cindy Aughinbaugh, Mayor
101 S. Shady Shores Rd.
Shady Shores, TX 76208
940-498-0044

SECTION X. VENUE AND CONTROLLING LAW

This Contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this Contract shall be in the appropriate courts in Grayson County, Texas.

SECTION XI. ACCEPTANCE OF EMPLOYMENT

In consideration of the terms and compensation herein stated, Perdue Brandon hereby accepts said employment and undertakes performance of said Contract as set forth above.

SECTION XII. SEVERABILITY

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This Contract is executed on behalf of the Town by the presiding officer of its governing body who is authorized to execute this instrument by Ordinance heretofore passed and recorded in its minutes. This Contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts executed on behalf of the Town by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

SECTION XIII. STATUTORY COMPLIANCE

The Firm hereby represents and warrants that at the time of this Contract neither the Law Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Law Firm: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

By signing and entering into the Contract, the Firm verifies, pursuant to Chapter 2271 and Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Government Code, it does not boycott Israel or boycott energy companies and will not boycott Israel or boycott energy companies during the term of this Contract. “Boycott Israel” has the meaning assigned by Section 808.001, Government Code. “Boycott energy company” has the meaning assigned by Section 809.001, Government Code.

By signing and entering into the Contract, the Firm verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or

firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.

The Firm further verifies that all notices, postings, statements, miscellaneous requirements, and conditions precedent contained within Subchapter C of Chapter 2254 and 2274 of the Texas Government Code, and more specifically Section 2254.1036, have been satisfied.

IN CONSIDERATION of the terms and compensation here stated, Perdue Brandon hereby accepts said terms of this contract and undertakes the performance of this contract as specified herein.

WITNESS the signature of all parties hereto this ____ day of _____, 2026.

TOWN OF SHADY SHORES, TEXAS

By: _____
Cindy Aughinbaugh, Mayor

PERDUE BRANDON FIELDER COLLINS & MOTT, LLP

By: _____
Erin Minett Hutto, Partner

ATTESTED TO:

Wendy Withers, Town Administrator

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, TOWN OF SHADY SHORES, TEXAS (“Town”), will consider entering into a contingent fee contract with the law firm of Perdue Brandon Fielder Collins & Mott, LLP (“Firm”) and hereby posts this notice pursuant to Sec. 2254.1036 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

A. The Town is pursuing a contract with the Firm for the collection of delinquent solid wastes owed to the Town and through this contract the Town seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(1)(A).

B. The Town believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(1)(B). The Firm has collected delinquent government receivables for over fifty (50) years, including the collection of delinquent ad valorem taxes. The Firm currently has fifteen (15) primary offices and multiple satellite offices throughout Texas, Florida, Tennessee, Georgia, New Mexico, Kansas, and Oklahoma. It employs more than 400 individuals, more than 60 attorneys. It uses a multi-office, fully integrated team approach allowing the Town access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need the Town may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings and phone calls, return mail and address updates, payment notification and processing and work-flow.

C. The nature of any relationship between the Town and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C).

The Firm has no prior relationship with the City for the collection of delinquent ad valorem taxes.

D. The Town is unable to perform the collection of its delinquent ad valorem taxes. GOVT. CODE § 2254.1036(1)(D). The Town currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to the Town.

E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Tax Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent ad valorem taxes. This percentage-based fee is assessed only against the debtor and not the Town or taxpayers of the Town. The collection of delinquent ad valorem taxes is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed the amount of delinquent ad valorem taxes due. Moreover, the Town will bear the cost of these hourly fees and

not the debtor, because the Tax Code does not expressly authorize the Town to pay for collection services based on an hourly fee.

E. The Town believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends researching, contacting, and mailing to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the Town or taxpayers in the Town.

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, TOWN OF SHADY SHORES, TEXAS (“Town”), will consider entering into a contingent fee contract with the law firm of Perdue Brandon Fielder Collins & Mott, LLP (“Firm”) and hereby posts this notice pursuant to Sec. 2254.1036 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

A. The Town is pursuing a contract with the Firm for the collection of delinquent fines and fees owed to the Town and through this contract the Town seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(1)(A).

B. The Town believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(1)(B). The Firm has collected delinquent government receivables for over fifty (50) years, including the collection of delinquent fines and fees. The Firm currently has fifteen (15) primary offices and multiple satellite offices throughout Texas, Florida, Tennessee, Georgia, New Mexico, Kansas, and Oklahoma. It employs more than 400 individuals, more than 60 attorneys. It uses a multi-office, fully integrated team approach allowing the Town access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need the Town may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings and phone calls, return mail and address updates, payment notification and processing and work-flow.

C. The nature of any relationship between the Town and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C).

The Firm has no prior relationship with the Town for the collection of delinquent fines and fees.

D. The Town is unable to perform the collection of its delinquent fines and fees. GOVT. CODE § 2254.1036(1)(D). The Town currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to the Town.

E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Criminal Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent fines and fees. This percentage-based fee is assessed only against the debtor and not the Town or taxpayers of the Town. The collection of delinquent fines and fees is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed the amount of delinquent

finest and fees due. Moreover, the Town will bear the cost of these hourly fees and not the debtor, because the Criminal Code does not expressly authorize the Town to pay for collection services based on an hourly fee.

E. The Town believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends researching, contacting, and mailing to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the Town or taxpayers in the Town.

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, TOWN OF SHADY SHORES, TEXAS (“Town”), will consider entering into a contingent fee contract with the law firm of Perdue Brandon Fielder Collins & Mott, LLP (“Firm”) and hereby posts this notice pursuant to Sec. 2254.1036 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

A. The Town is pursuing a contract with the Firm for the collection of delinquent solid wastes owed to the Town and through this contract the Town seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(1)(A).

B. The Town believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(1)(B). The Firm has collected delinquent government receivables for over fifty (50) years, including the collection of delinquent solid wastes. The Firm currently has fifteen (15) primary offices and multiple satellite offices throughout Texas, Florida, Tennessee, Georgia, New Mexico, Kansas, and Oklahoma. It employs more than 400 individuals, more than 60 attorneys. It uses a multi-office, fully integrated team approach allowing the Town access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need the Town may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings and phone calls, return mail and address updates, payment notification and processing and work-flow.

C. The nature of any relationship between the Town and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C).

The Firm has no prior relationship with the City for the collection of delinquent solid waste disposal services fees.

D. The Town is unable to perform the collection of its delinquent solid waste disposal services fees. GOVT. CODE § 2254.1036(1)(D). The Town currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to the Town.

E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Local Government Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent utility system fees. This percentage-based fee is assessed only against the debtor and not the Town or taxpayers of the Town. The collection of delinquent solid waste disposal services fees is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed the amount of delinquent solid wastes due. Moreover, the Town will bear the

cost of these hourly fees and not the debtor, because the Local Government Code does not expressly authorize the Town to pay for collection services based on an hourly fee.

E. The Town believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends researching, contacting, and mailing to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the Town or taxpayers in the Town.

Written Findings as to the Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP:

The Town Council for the Town of Shady Shores, pursuant to Section 2254.1036, of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contracts; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of the Town of Shady Shores; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature for which these services will be obtained or because the Town of Shady Shores does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this Town Council hereby approves the contracts by and between the Town of Shady Shores and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent ad valorem taxes with services to be paid in accordance with Section 6.30 of the Texas Property Tax Code, the collection of delinquent fines and fee with services to be paid in accordance with Texas Code of Criminal Procedure and for the collection of delinquent accounts receivable with services to be paid in accordance with the Texas Local Government Code.



DATE:	January 12, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Ordinance-- Consider and take appropriate action relative to approving an Ordinance providing for a fee to defray the costs of collecting delinquent solid waste accounts.

<u>BACKGROUND/INFORMATION:</u>
Approve an Ordinance authorizing the collection of delinquent solid waste fees.
<u>FINANCIAL IMPLICATIONS:</u>
no cost to the town, delinquent account holders may be charged an additional fee.
<u>RECOMMENDATION/ACTION DESIRED:</u>
Approve the Ordinance.

<u>ATTACHMENTS/SUPPORTING DOCUMENTATION:</u>
1. 1 Ordinance - Town of Shady Shores FF 2026 emh
<u>REVIEWED BY:</u>

ORDINANCE NO. _____

**ORDINANCE PROVIDING FOR A FEE TO DEFRAY COSTS OF COLLECTING
DELINQUENT FINES, FEES, COURT COSTS, AND OTHER DEBTS PURSUANT TO
ARTICLE 103.0031 OF THE TEXAS CODE OF CRIMINAL PROCEDURE**

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS, Article 103.0031 of the Texas Code of Criminal Procedure authorizes the Town of Shady Shores to contract with a private attorney for the collection of the fees listed above and to impose an additional fee in the amount of thirty percent on each debt or account receivable that is more than sixty days past due and which has been referred to an attorney for collection; and

WHEREAS, the Town of Shady Shores has determined that it is in the public interest to ensure the prompt payment of delinquent court-imposed fines, fees, court costs, and other debts as provided by said statute; and

WHEREAS, the Town of Shady Shores, pursuant to Article 103.0031, Texas Code of Criminal Procedure, has entered into a contract with a private firm, Perdue Brandon Fielder Collins & Mott L.L.P. (Perdue), to provide services for the collection of debts and accounts receivables, i.e.: fines, fees, court costs, restitution, and other debts ordered to be paid by a court serving the Town of Shady Shores;

WHEREAS, the Town of Shady Shores deems it in the public interest to pass this ordinance authorizing an additional collection fee for the collection of delinquent fines, fees, court costs, and other debts;

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

SECTION 1. FINDINGS. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the Town of Shady Shores and made a part of this ordinance for all purposes and findings of fact.

SECTION 2. COLLECTION FEE. In accordance with Article 103.0031 of the Texas Code of Criminal Procedure, there is hereby imposed an additional fee of thirty percent (30%) on all debts and accounts receivable, i.e.: fines, fees, court costs, restitution, and other debts that are more than sixty (60) days past due and have been referred to a private firm (Perdue) for collection.

SECTION 3. EFFECTIVE DATE. This ordinance shall be effective from and after its date of passage.

SECTION 4. AUTHORIZATION. The Town of Shady Shores is hereby authorized to enter into a contract with Perdue to provide services for the collection of fines, fees, court costs, and other debts substantially in the form of the attached contract which is made a part of this ordinance for all purposes.

SECTION 5. SEVERABILITY. If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

SECTION 6. OPEN MEETINGS. It is hereby found and determined that the meetings at which this ordinance is considered are open to the public and that notice of the time, place and purpose thereof was given in accordance with the provisions of the Texas Government Code – Chapter 551, as amended, and that a quorum of the Town Council was present.

PASSED AND APPROVED on the _____ day of _____, 2026.

Town of Shady Shores, Texas

Cindy Aughinbaugh, Mayor

ATTEST:



DATE:	January 12, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Ordinance — Consider and act on an Ordinance providing for a fee to defray costs of collecting delinquent fines, fees, court costs and other debts pursuant to Article 103.0031 of the Texas Code of Criminal Procedure.

BACKGROUND/INFORMATION:

approve an Ordinance authorizing the collection of delinquent tax and court accounts.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. 1 Ordinance - Town of Shady Shores FF 2026 emh

<u>REVIEWED BY:</u>

SECTION 4. AUTHORIZATION. The Town of Shady Shores is hereby authorized to enter into a contract with Perdue to provide services for the collection of fines, fees, court costs, and other debts substantially in the form of the attached contract which is made a part of this ordinance for all purposes.

SECTION 5. SEVERABILITY. If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

SECTION 6. OPEN MEETINGS. It is hereby found and determined that the meetings at which this ordinance is considered are open to the public and that notice of the time, place and purpose thereof was given in accordance with the provisions of the Texas Government Code – Chapter 551, as amended, and that a quorum of the Town Council was present.

PASSED AND APPROVED on the _____ day of _____, 2026.

Town of Shady Shores, Texas

Cindy Aughinbaugh, Mayor

ATTEST:
