



**SHADY SHORES TOWN COUNCIL
REGULAR SESSION
FEBRUARY 9, 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.

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

PROCLAMATIONS, PRESENTATIONS AND AWARDS

1. Mayor's Monarch Pledge Proclamation

COUNCILMEMBER/COMMITTEE/STAFF REPORTS:

1. Roads, Drainage, Capital Improvements Report (Engineering)
2. Community Relations Reports (Klein)
3. Animal Control/Code Enforcement Reports (Belton)
4. Public Safety Reports (Newell)
5. Municipal Court/Solid Waste (Schuler)
6. Planning and Zoning Commission (Lea, Schuler, Nowels)
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. Ordinance Calling the May 2, 2026 General Election of City Officials- Consider and take appropriate action relative to an Ordinance calling the May 2, 2026 General Election of City Officials for Town Council Place, 1, Place 4 and Place 5.
2. Amendments to the Employee Handbook — Consider and take action relative to updates to the Employee Handbook regarding the addition of a remote work policy and updates to the inclement weather policy. Consider and act on approval of a Resolution adopting the amendments.

3. Election Contract - Denton County- Consider and take appropriate action relative to approval of a contract with the Denton County Elections Division to conduct the May 2, 2026 General Election of City Officials.

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. **Texas General Land Office Community Development and Revitalization Grant Documents-** Consider and take appropriate action relative to the Community Development and Revitalization Grant (Comprehensive Planning Grant). The following items will need approval:
 - 1. Proclamation declaring April as low income housing month
 - 2. Resolution regarding Civil Rights in the City of Shady Shores Texas
 - 3. Resolution authorizing signatories
- 2. Ordinance- Consider and take appropriate action relative to approval of an Ordinance providing a fee to defray costs of collecting delinquent solid waste accounts receiveable.

EXECUTIVE SESSION:

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

- 1. 1, Texas Local Government Code 551.071 Consultation with Attorney
 - a. Pending Litigation Cause No. 26-0130-481 Christopher Britton, Mary Britton vs the Town of Shady Shores

ACTION REGARDING EXECUTIVE SESSION

FUTURE AGENDA ITEMS AND STAFF DIRECTION

ADJOURN

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

I, Wendy Withers, Town Administrator 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 3rd Day of February 2026, at 11:01 A .M.

Wendy Withers
Wendy Withers, Town Administrator



DATE:	February 9, 2026
TO:	Town Council
FROM:	Katie Klein, Administrative
SUBJECT:	Mayor's Monarch Pledge Proclamation

BACKGROUND/INFORMATION:

Mayors and other heads of local and tribal government are taking action to help save the monarch butterfly, an iconic species whose eastern populations have declined by 90% and western populations by 99% in recent years. Through the National Wildlife Federation's Mayors' Monarch Pledge, U.S. cities, municipalities, and other communities are committing to creating habitat for monarch butterflies and pollinators and to educating residents on how they can make a difference at home and in their communities. <https://www.nwf.org/MayorsMonarchPledge>

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Mayor Monarch's Pledge Proclamation 2026

<u>REVIEWED BY:</u>

PROCLAMATION

Mayors’ Monarch Pledge Day

WHEREAS, The monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, Both the western and eastern monarch populations have seen significant declines with less than one percent of the western monarch population remaining, while the eastern population has fallen by as much as ninety percent; and

WHEREAS, Town of Shady Shores recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife ; and

WHEREAS, Cities, towns and counties have a critical role to play to help save the monarch butterfly, and Town of Shady Shores is striving to become a leader; and

WHEREAS, On February 9, 2026 , I, Cindy Aughinbaugh, signed the National Wildlife Federation’s Mayors’ Monarch Pledge and have officially committed to taking meaningful action to protect the monarch butterfly; and

WHEREAS, Town of Shady Shores has committed to educate, encourage and establish Monarch Habitats throughout the Town of Shady Shores; and .

WHEREAS, Every resident of the Town of Shady Shores can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play, and worship; and

WHEREAS, Town of Shady Shores, has committed to establishing a monarch butterfly pollinator garden, planting native flora and fauna to benefit monarchs and educating and encouraging the residents to do the same ; and

NOW, THEREFORE, I Cindy Aughinbaugh, by virtue of the authority vested in me as Mayor of Town of Shady Shores, do hereby proclaim April 25, 2026 as:

Mayors’ Monarch Pledge Day

in Town of Shady Shores and encourage all residents to participate in community activities that support and celebrate monarch conservation.

Date

Cindy Aughinbaugh, Mayor Shady Shores



DATE:	February 9, 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:	February 9, 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- February

REVIEWED BY:

To: Shady Shores Town Council

From: Katie Klein, Code Enforcement Officer #7767

Re: Community Relations/ Code Enforcement

Date: February 2026

Code Enforcement :

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

Watch list for properties that may be Dangerous/Substandard/Vacant Structures -

20 properties on our radar

3 occupied, 1 unknown, 16 vacant

4 have permits, 3 working towards compliance

1 property has met compliance requirements

Public and Clean Up Events

2026 Events

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

Operation Shore to Shore- May 16

Craft Fair/Chilli Cook off/ Movie at Town Hall - TBA October

HHW in partnership with Lake Dallas- TBA

Tree Lighting December 4, 2026

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:	February 9, 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>
<ol style="list-style-type: none"> 1. HCAC January 2026 2. Violation_Report_for_COUNCIL-All_open_Violations (1) January 2026 3. Requests_and_Concerns_Report_for_COUNCIL January 2026
<u>REVIEWED BY:</u>

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ANIMAL SERVICES MONTHLY REPORT

2026

SHADY SHORES

JANUARY

ITEM	Date	Species	NAME	ADDRESS	Sub-total	TOTAL
Animals taken into shelter		Canine				0
		Feline				
Citations						Responding Officer
Complaints/Calls	1/2/2026	CANINE	JORDAN SANDERS	312 S SHADY SHORES RD	1	346 236
	1/10/2026	CANINE	HOLLY BARNES	209 HARRISON CT	1	345
	1/13/2026	COYOTE	JOHN LAUBACHER	300 DOBBS RD	1	255 343 237
	1/13/2026	COYOTE	JOHN LAUBACHER	300 DOBBS RD	1	312
	1/20/2026	CANINE	OFFICER PATERSON	SHADY SHORES RD / FOX HOLLOW	1	237
	1/29/2026	CANINE	AMELDA KAMHTARA	WATERWOOD CIR / LAKESIDE DR	1	342
Rabies Bite Report						0
Redemption by Owner						0
Release (by owner)						0
Release (Not by Owner)						0



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
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 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
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	Violation Notice Sent	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	Filed in Municipal Court	Waste, Trash and Debris- Health and Sanitation
December 29, 2025	Violations Warning Letter Sent-Waiting for response	Parking
February 3, 2026	Violations Warning Letter Sent-Waiting for response	Business Regulations
January 5, 2026	Stop Work Order Issued	Building Regulations-Building and Permitting Concerns
January 5, 2026	Filed in Municipal Court	Abandoned or Junked Vehicle
January 6, 2026	Violations Warning Letter Sent-Waiting for response	Building Regulations-Building and Permitting Concerns
January 8, 2026	Violations Warning Letter Sent-Waiting for response	Building Regulations-Building and Permitting Concerns
January 12, 2026	Violations Warning Letter Sent-Waiting for response	Building Regulations-Building and Permitting Concerns
January 13, 2026	Violations Warning Letter Sent-Waiting for response	Building Regulations-Building and Permitting Concerns
January 13, 2026	Violations Warning Letter Sent-Waiting for response	Building Regulations-Building and Permitting Concerns



Reporting System

Violation Date	Violation Status	Violation Type
January 13, 2026	Violations Warning Letter Sent-Waiting for response	Building Regulations-Building and Permitting Concerns
January 13, 2026	Violations Warning Letter Sent-Waiting for response	Building Regulations-Building and Permitting Concerns
January 15, 2026	Violations Warning Letter Sent-Waiting for response	Nuisances
January 21, 2026		Contractor Complaint
November 3, 2025	Waiting to go to BSC	Dangerous/Substandard Buildings
34 Violations		



Reporting System

Requests and Concerns Report for COUNCIL

Complaint Status	Closed Date	Complaint Type	Violation Codes
Closed-Unsubstantiated	January 5, 2026	Overgrown Vegetation and Trees	
Courtesy Letter Sent- waiting on response		Culvert and Roadside Ditches	8.07.002
Closed-Administrative Close	January 12, 2026	Other	
Closed- Compliance Met	January 15, 2026	Contractor Complaint	
Closed- Compliance Met	January 22, 2026	Contractor Complaint	

5 Complaints

Filter statement

Filters **Days in Core incident onset date/time** 1/1/26 to 1/31/26 | **Incident status** Locked

Fire Incident Count (NERIS)

Count of Incidents by month, day, hour of day, station, shift, and unit

Count of Total Incidents

Count of Incidents

417

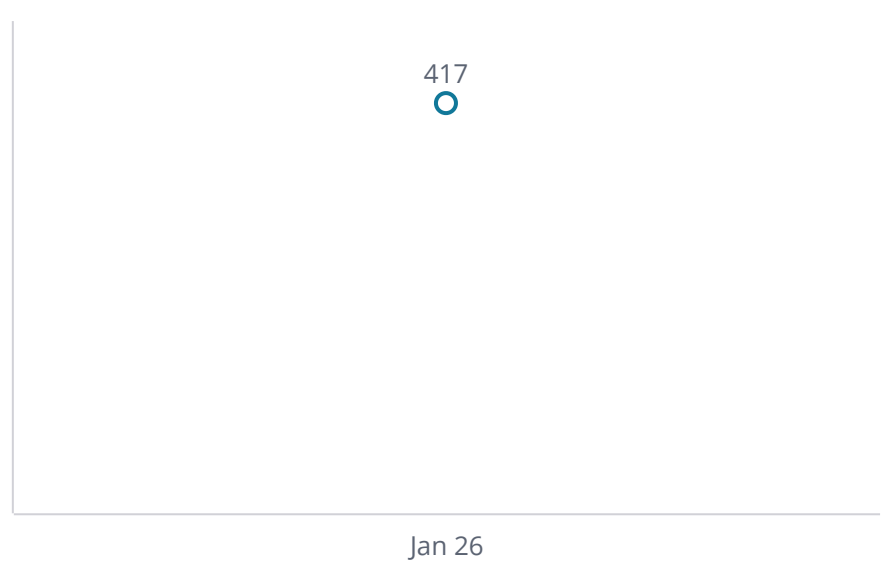
Incident Count By Month (This ...

Months in Core incident onset dat

01/2026

Count of Incidents

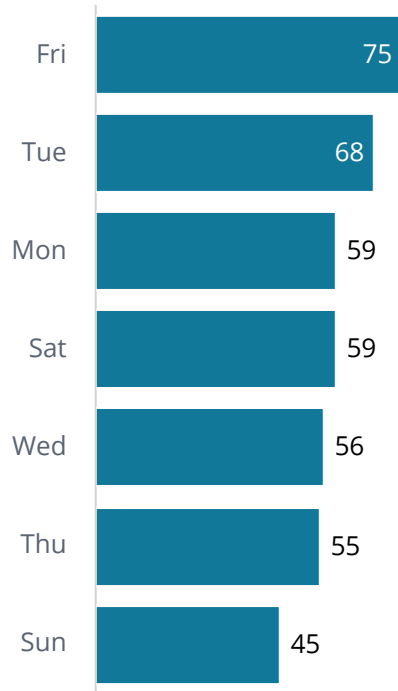
Incident Count By Month (This Year)



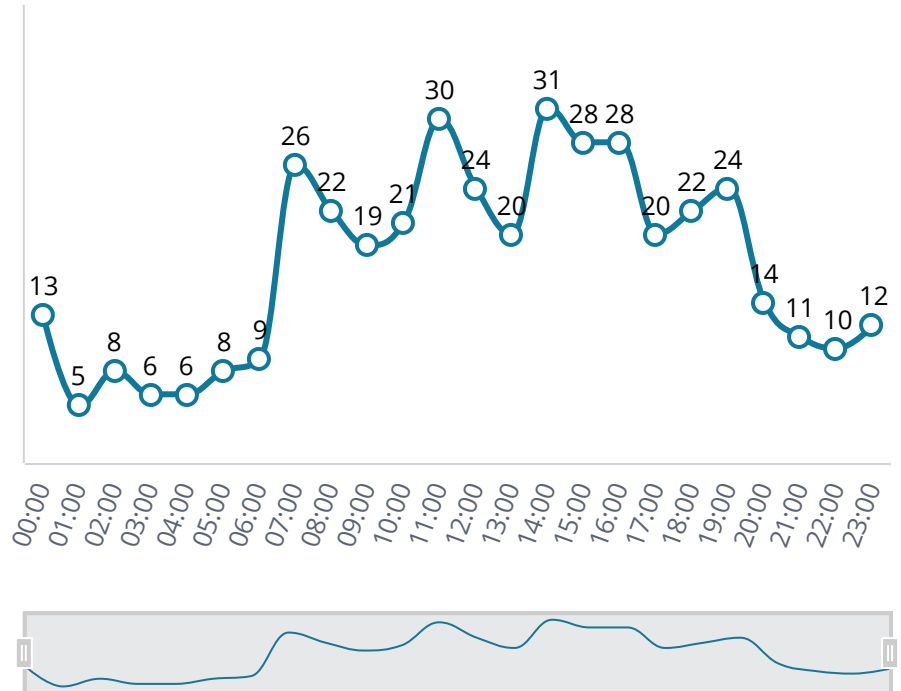
Filter statement

Filters **Days in Core incident onset date/time** 1/1/26 to 1/31/26 | **Incident status** Locked

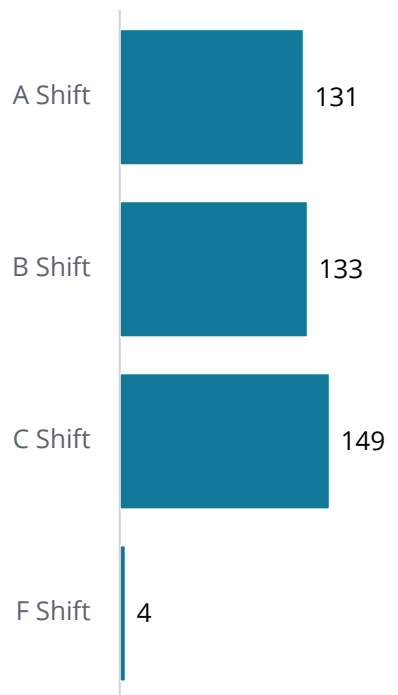
Incident Count by Day of Week



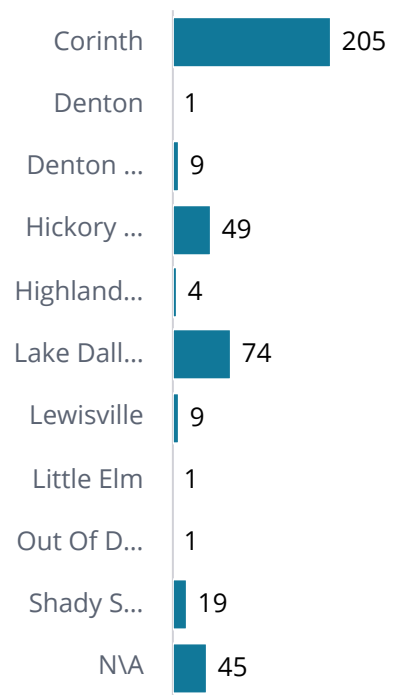
Incident Count by Hour of Day



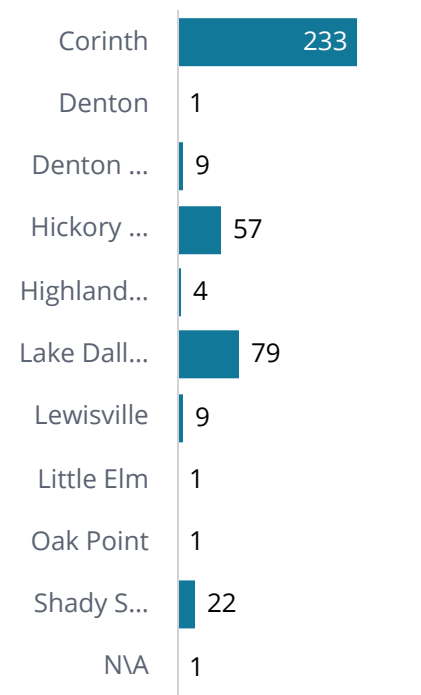
Incidents by Shift



Incidents by Zone



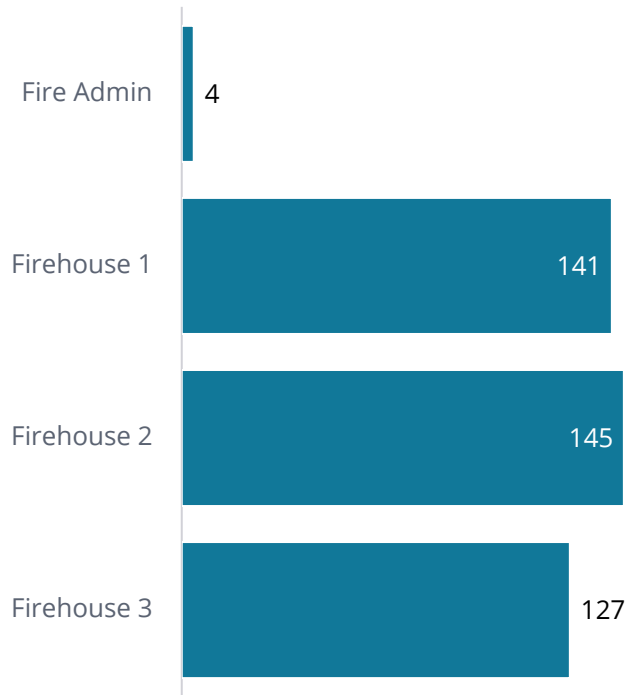
Incidents by District



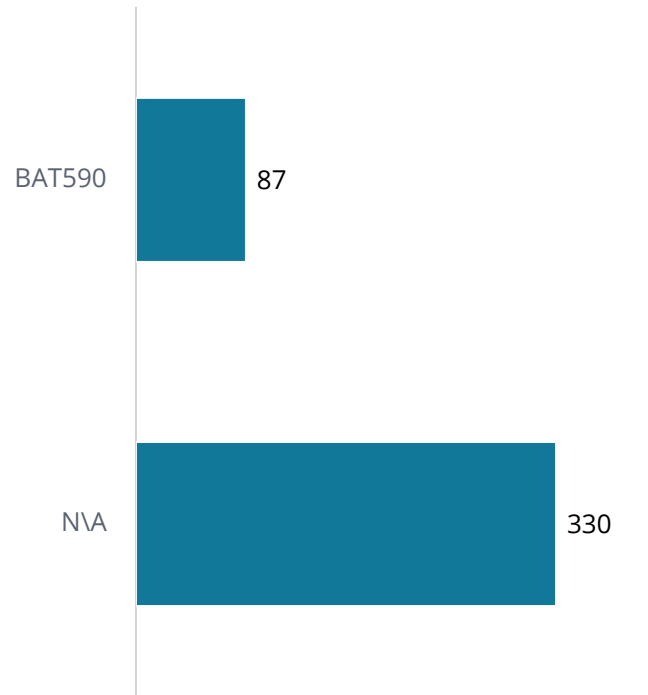
Filter statement

Filters **Days in Core incident onset date/time** 1/1/26 to 1/31/26 | **Incident status** Locked

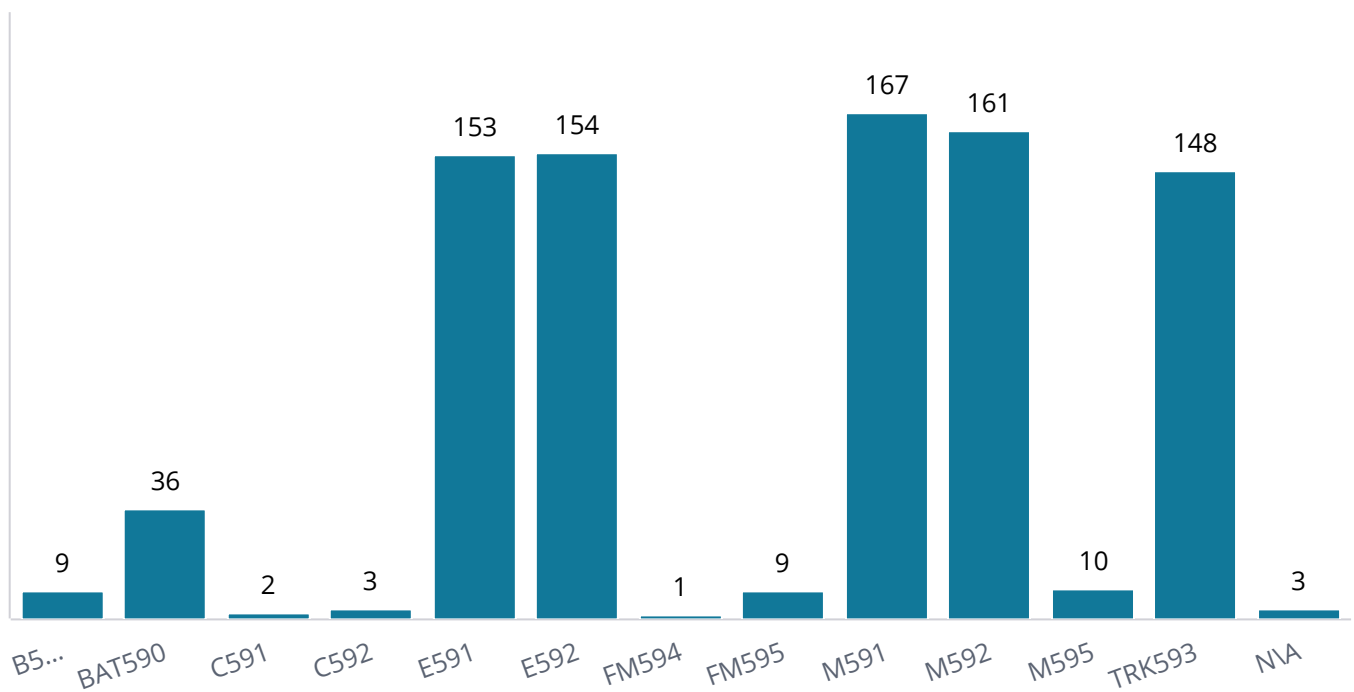
Incidents by Station



Incidents by Battalion



Incident Count by Unit



Filter statement

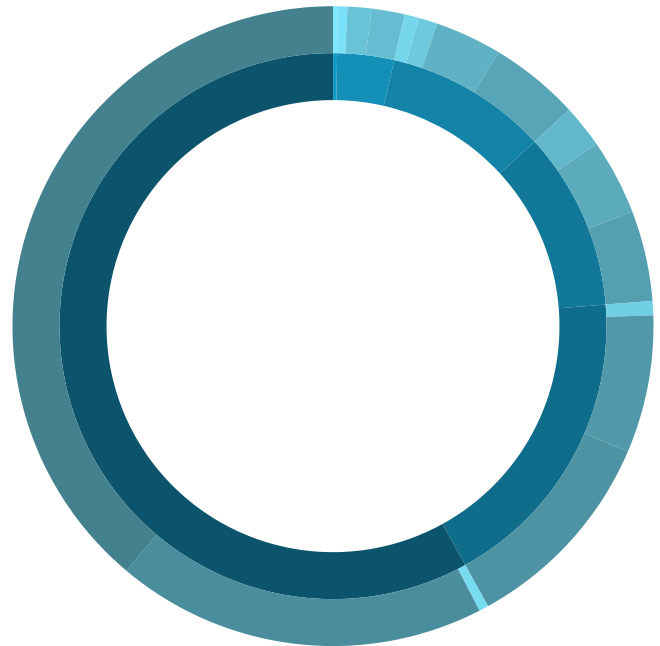
Filters **Days in Core incident onset date/time** 1/1/26 to 1/31/26 | **Incident status** Locked

Count of Incident Responses

Station	Shift	Unit	Incidents
			2026
Fire Admin	F Shift	FM595	4
Firehouse 1	A Shift	BAT590	2
		C591	1
		C592	1
		E591	46
		E592	4
		FM594	1
		FM595	1
		M591	36
		M592	4
		TRK593	9
	B Shift	BAT590	2
		E591	47
		E592	2
		FM595	1
		M591	40
		M592	3
		TRK593	10
	C Shift	B593	1
		BAT590	9
		E591	41
		E592	3
		M591	29
		M592	3
M595		1	

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Percent of Incident Responses by Incident Type





LAKE CITIES FIRE DEPARTMENT

SHADY SHORES

JAN-26

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



DATE:	February 9, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Municipal Court/Solid Waste (Schuler)

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



DATE:	February 9, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Planning and Zoning Commission (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:	February 9, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Town Administrators Report (Withers)

BACKGROUND/INFORMATION:

BUILDING PERMITS ISSUED

Permits Issued - 15
Inspections - 62
Septic - 0
ROW Permits - 1

PUBLIC INFORMATION REQUESTS

Kick Off Meeting 02.12.2026
New Software online — Go Live Date
Leadership Shady Shores
Council Sign-Ups end on Friday

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



DATE:	February 9, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Ordinance Calling the May 2, 2026 General Election of City Officials- Consider and take appropriate action relative to an Ordinance calling the May 2, 2026 General Election of City Officials for Town Council Place, 1, Place 4 and Place 5.

BACKGROUND/INFORMATION:

Consider and act on approval of an Ordinance calling the May 2, 2026 General Election of City Officials. Candidates may sign up through February 13, 2026 at 5:00 pm. Candidate packets can be accessed on the town's website www.shady-shores.com. Early voting will be conducted from April 20-April 28th, 2026. Election day voting will be held at the Shady Shores Community Center from 7 am to 7 pm.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. ShadyShores ordinance calling election 2026

<u>REVIEWED BY:</u>

ORDINANCE NO. _____
(Order and Notice of May 2, 2026 Election)
(Town Council Place 1, Town Council Place 4 and Town Council Place 5)

AN ORDINANCE OF THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS, CALLING FOR AN ELECTION TO BE HELD ON MAY 2, 2026 TO ELECT THE TOWN COUNCIL MEMBERS FOR THE POSITION OF TOWN COUNCIL PLACE 1, TOWN COUNCIL PLACE 4 AND TOWN COUNCIL PLACE 5; PROVIDING FOR EARLY VOTING; PROVIDING FOR ORDER AND NOTICE OF THE ELECTION; AND PROVIDING FOR OTHER MATTERS RELATING TO THE ELECTION.

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

SECTION 1. The Mayor of the Town of Shady Shores, Texas, with the concurrence of the Town Council, orders an election to be held on May 6, 2026, for the purpose of electing Town Council Members for Places 1, 4 and 5. The elected officials will serve two-year terms.

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

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

SECTION 3. The polls on May 2, 2026, shall be open from 7:00 a.m. until 7:00 p.m.

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

SECTION 5. Early voting by personal appearance shall be available at the Denton County Elections Office, 701 Kimberly Lane Suite A101, Denton, Texas, and at locations to be posted later, on dates and during the hours determined by the County Elections Office.

Applications for ballot by mail shall be requested from and mailed to the Denton County Elections Office, Attn: Elections Administrator, 701 Kimberly Drive, Suite A101, Denton Texas 76208. Applications for ballots by mail must be **received** no later than the close of business on April 20, 2026. Various exceptions to this deadline may apply.

SECTION 6. Candidates must adhere to the filing deadlines accordingly. Candidate packets are available on the Town’s website www.shady-shores.com or in the Town Secretary’s office. The candidate filing deadlines for the General Election for Council Members are as follows:

January 14, 2026 through February 13, 2026 at 5:00 p.m.

Candidates may file in the Town Secretary's office located at 101 S. Shady Shores Road, Shady Shores, Texas, by mail, electronic mail or by fax.

Attention: Town Secretary
101 S. Shady Shores Road
Shady Shores, TX 76208
wendy.withers@shady-shores.com
940.497.2597 fax

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

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

DULY PASSED AND APPROVED by the Town Council of the Town of Shady Shores, Texas, this ____ day of February 2026.

APPROVED:

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Secretary

APPROVED AS TO FORM:

Kristen Homyk, Town Attorney

Ordinance No. _____
(Ordinance calling May 2, 2026 Election)
(Town Council Place 1, 4 and 5)

Page 2



DATE:	February 9, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Amendments to the Employee Handbook — Consider and take action relative to updates to the Employee Handbook regarding the addition of a remote work policy and updates to the inclement weather policy. Consider and act on approval of a Resolution adopting the amendments.

BACKGROUND/INFORMATION:

In order to clarify certain policies the handbook has added certain definitions to the Employee Handbook to further define such policies as Telecommuting, oncall and emergency callbacks, the inclement weather policy and a travel and expense policy. In addition, the handbook has been updated to include provisions already passed by the Town Council previously including the increase of the TMRS retirement contribution from 7% to 8% which was approved in September of 2025.

FINANCIAL IMPLICATIONS:

None

RECOMMENDATION/ACTION DESIRED:

Approve as presented

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. RESOLUTION NO updating the employee handbook 2026
2. Employee_Handbook_FINAL- draft Update 02.02.2026 redline
3. Employee_Handbook_FINAL- draft Update 02.02.2026 Final

REVIEWED BY:

RESOLUTION NO. _____

A RESOLUTION APPROVING THE ADOPTION OF THE REVISED EMPLOYEE HANDBOOK FOR THE TOWN OF SHADY SHORES

WHEREAS the Employee Handbook of the Town of Shady Shores serves as a governing document of all employees, volunteers, elected and appointed officials for the Town of Shady Shores, (“TOWN”).

WHEREAS certain revisions to the Handbook are necessary in order to comply with Texas law and to better accommodate the actualities of the TOWN workplace; these revisions include a telecommuting policy, updates to the inclement weather policy and adding an on-call policy.

WHEREAS all revisions have been reviewed and approved by the Shady Shores Town Council.

Now, therefore be it Resolved that the Town of Shady Shores hereby agrees to adopt the revised 2026 Employee Handbook attached to this Resolution. Policies revised in the Employee Handbook shall be effective immediately from the adoption of this Resolution unless otherwise noted, and copies of the revised Handbook will be produced and distributed to all current and future employees of the Town of Shady Shores

Resolved and Agreed by the Shady Shores Town Council on, this the _____ day of _____, 2026.

Approved:

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Administrator



Employee Handbook

**ORIGINAL
June 2, 2014**

Updated NOVEMBER 9, 2020

Resolution 265-06-2014

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Employee Handbook

Welcome to the Town of Shady Shores. We're glad you've come to work here. This handbook should help you in getting to know about us, our mission, our history, our Town, our services and our people, as well as your work environment, your compensation, certain guidelines that we expect all the Town of Shady Shores employees to follow and all the other information that is important for you to know.

Being employed by a town government holds your job up to the public light, and nothing you do can go without some oversight by the citizens, who are your ultimate employer. We hope this handbook will serve as a guide, as well as regular conversations with your manager. You are encouraged to discuss any questions you may have regarding the policies and programs, as well as your job responsibilities.

This handbook isn't meant to replace face-to-face communication. Nor should this handbook cover every aspect of your relationship with the Town of Shady Shores. Your goal should be to maintain open lines of communication first through your supervisor (the mayor), second the Mayor Pro-Tem or any Council Member. But, when they are unavailable, this handbook should help.

Again, welcome to the Town of Shady Shores. As we have noted, you are now a part of a group of dedicated, devoted, competent and trustworthy individuals who are all working towards the same common goal of a sense of community in a truly unique town.

Information in this handbook is subject to revisions, additions or deletions by the Town of Shady Shores, and the Town of Shady Shores has the right to final and binding interpretation of any provisions of this handbook. This handbook does not represent an employment contract, and nothing included should be construed as such.

Employment Guidelines

At the Town of Shady Shores, we adhere to federal and state employment laws, not only because they are the law, but also, because adherence is the right thing to do.

This philosophy allows us to provide an environment that allows you to focus on just doing your job, without getting distracted by non-job-related attitudes and issues.

Legal Guidelines

We value differences in people and recognize that those differences contribute to the success of the Town of Shady Shores. We provide equal opportunity in employment and advancement for all employees and applicants. And because we believe in this, and act it out, we require that all the Town of Shady Shores employees act in support of these beliefs. To this end, the following are deeply held convictions:

- ◆ **Equal Employment Opportunity** - We ensure equal treatment for all employees, contractors and applicants for employment, including disabled individuals and veterans, on the basis of qualifications and without regard to race, religion, color, age, sex, national origin, or marital status or sexual orientation.
- ◆ **Respectful Treatment of People** - We will not tolerate the intimidation or harassment of employees, applicants, vendors, contractors, citizens or visitors for sexual, racial, ethnic, religious or other reasons, nor will we allow retaliation against you for reporting inappropriate behavior.
- ◆ **Sexual Harassment** - We have zero tolerance for any behavior that even hints of sexual harassment, such as unwelcome physical contact, a continuing pattern of unwelcome sexual advances, or the creation of a hostile work environment. Sexual harassment may involve individuals of the same or different gender.

(We understand that this can sometimes be confusing - sexual harassment does not refer to behavior or occasional compliments that are socially acceptable to the average person. It refers to behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale and that interferes with an employee's work effectiveness.)

- ◆ **Accommodations of Disabilities** - We are committed to providing employment opportunities to individuals with disabilities and will make reasonable accommodations to provide facilities that are readily accessible and usable by people with disabilities. If you need such an accommodation, please talk with your supervisor. .
- ◆ **Employment Relationship** - Your employment relationship with the Town of Shady Shores is considered "employment-at-will". This means that both you and the Town of Shady Shores have the right to freely, and without cause, end the employment relationship. However, you should not consider any oral or written statement as a contract with the Town of Shady Shores, unless expressly defined in a document signed by both you and the mayor. Any "agreements" not handled in this manner will be considered invalid and will not be honored.
- ◆ **Safety and Workers' Compensation** - We believe in providing a safe workplace; however, accidents do happen. If you incur a work-related injury or illness, no matter how minor, please report it to your supervisor immediately. We will then work with you to obtain prompt medical care, if required. There is a specific process to follow for valid work-related injuries and illnesses that makes it possible for your medical expenses to be paid. It is necessary that you report an accident or injury within 24

hours to allow the Town to comply with applicable laws and begin workers' compensation benefits, if appropriate.

If you believe you've encountered a situation that is inconsistent with any of the above commitments, please discuss your concerns immediately with your supervisor. There will be no retribution for addressing legitimate concerns.

Standards of Conduct

As an employee of the Town of Shady Shores, you have in your hands the reputation and the future of Shady Shores. We are successful through you. Therefore, it is important to share with you our thoughts on appropriate interactions with our citizens. We have developed the following guidelines to help you deal effectively with citizens.

- No matter how difficult the resident is, do not make negative, scornful or sarcastic remarks about the Town of Shady Shores to employees or other citizens.
- While you may have personal interests that you are interested in advancing, the workplace is not the place to divulge these interests, or to gain financial or volunteer support. Please do not solicit for any personal or political cause while at work.
- If you find yourself in conflict with a resident or co-worker, do not allow yourself to get angry or be confrontational. If you cannot resolve the disagreement calmly and professionally, withdraw from the situation and call on your supervisor to assist you in the resolution. Never create an adversarial situation.
- Town funds or resources should not be used for personal needs.
- Profanity, loud talking and negative comments about citizens or fellow employees are not acceptable.
- Treating co-workers and citizens with dignity and respect is an integral part of your success and the success of the Town of Shady Shores.
- Resident information must be kept strictly confidential. Discussions about personal or professional affairs of citizens should not occur outside of the workplace and should occur in the workplace only when the issues are relevant to the support of the resident.
- You should not solicit or accept tips or gratuities offered because of duties you perform as a Town of Shady Shores employee.
- It is a conflict of interest for you to accept gifts of more than nominal value, or entertainment from suppliers or those seeking to be suppliers.
- You should not do anything in the conduct of business that would violate any federal, state, or local law, regulation or ordinance.

Solicitations

We recognize that you have an interest in outside events and organizations. However, please don't actively solicit sales for these activities during work hours. We know, for example, that Girl Scouts, or other groups, or school fundraisers, may be of personal interest, and may find their way to Town Hall, but please refrain from being disruptive. Solicitation should not infringe on any individual's rights or beliefs. Active solicitation should only be done during breaks and outside of the regular work area.

Anyone not employed by the Town of Shady Shores is prohibited from soliciting in Town Hall without prior approval from the mayor.

Employee Communication

We follow all federal and state regulations regarding employment. These regulations are posted on the employee bulletin board. This handbook will serve as a resource for you to you in understanding our guidelines and work standards.

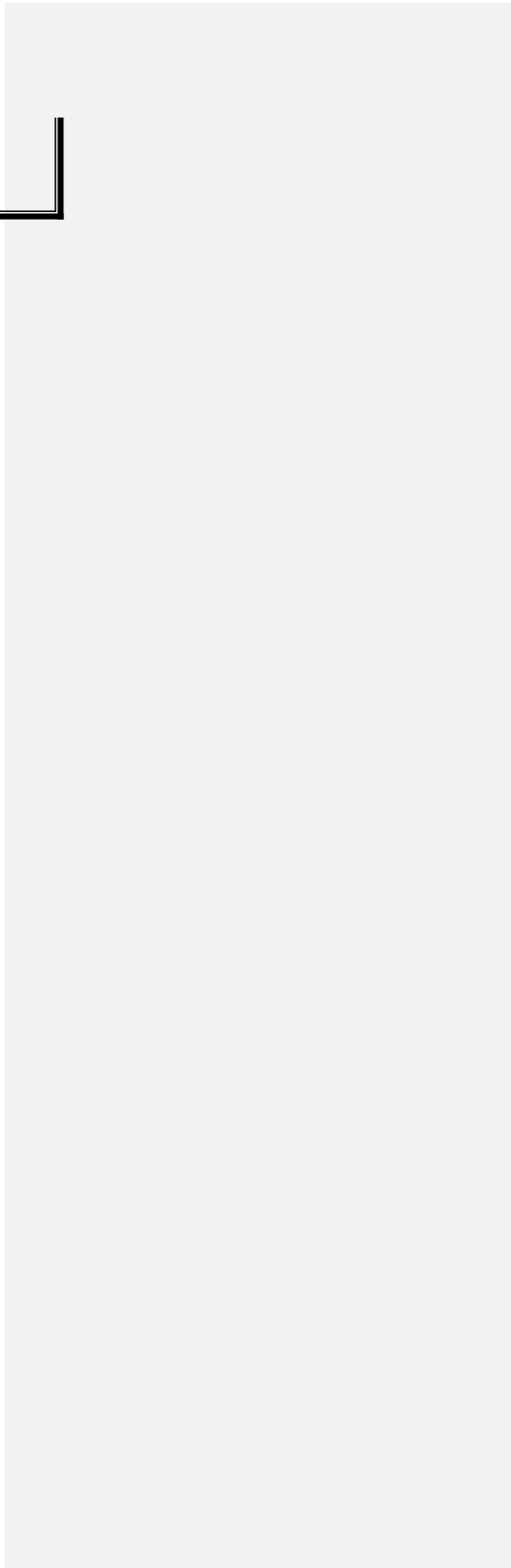
Additionally, the employee bulletin board is used as an important form of communication. You should consult them frequently for:

- Employee announcements
- Internal memos
- Job postings
- Town of Shady Shores announcements

We respect your right to your own beliefs, but also recognize that not everyone will share those beliefs. Prior to posting anything on the bulletin board, please review it with the mayor for approval. Please respect your co-workers by not distributing or posting non-work-related literature in Town Hall.

Work Environment

Within the varied work environments at the Town of Shady Shores, We have certain rules that everyone should follow. This will ensure that everyone is treated fairly while having fun, doing great work and providing excellent service to our citizens.



Employee Status

While working at the Town of Shady Shores, you will be classified in one or more of the following employment categories:

- ◆ **Exempt or Non-Exempt** – Consistent with federal guidelines, all positions are classified as either exempt or non-exempt. If you are non-exempt, you will receive overtime payments or compensatory time for any time worked over 40 hours per week. All overtime to be worked must be approved in advance. In order to capture this data, you will have to complete a time record each pay period. Employees that are classified as exempt are automatically excluded from minimum wage and overtime requirements that the FSLA provides, as well as any state overtime regulations. Instead of an hourly wage, exempt employees are paid a salary. It is expected that exempt employees work the required number of hours to complete the assigned tasks for their job. Although comp-time is not accrued or paid, Exempt employees are expected to arrange their schedule in order to complete their duties while making time to take care of personal duties.
- ◆ **Full-Time Employee** – If you are regularly scheduled for a 40-hour workweek, you are a full-time employee. You may be eligible for benefits as approved through the Town Council.
- ◆ **Part-Time Employee** – If you are regularly scheduled for less than 40 hours each week, you are a part-time employee. As a part-time employee, you are ineligible for most benefits.
- ◆ **Temporary Employee** – If you have been hired for an assignment that is temporary in nature, you will be considered a temporary employee. Temporary employees are not eligible for benefits.
- ◆ **Volunteer** – There may be individuals in the workplace who are in a volunteer status. Volunteers are not employees by the Town in any capacity and elect to donate their time and services to the Town without any expectation of compensation. Volunteers are held to the same standards as are employees, but do not receive compensation or benefits beyond any that may be voted on by the Town Council.
- ◆ **Contractors** – Individuals who are guided by the same standards of conduct as employees, but who do not receive benefits and adhere to federal regulations governing Independent Contractors.

Commented [WW1]: need a better definition of this.

If you have any questions about your classification or timekeeping, please talk with your supervisor .

Introductory Period

Your first three months of employment are an probationary period. If you complete the probationary period, you will receive feedback on your performance and will have the opportunity to discuss your first three months of employment with your supervisor..

Open Door/Problem Solving Process

We value your opinions and suggestions and consider you an important part of the team. To ensure that you get your concerns heard, we want you to use the open-door process.

The open-door process is just what it says, It means that all people in the Town of Shady Shores are accessible to you for comments, suggestions or complaints.

If you have a problem or concern, you should always speak with your supervisor first about it and brainstorm together for a solution. However, if for some reason, you cannot speak with your supervisor about an issue, you may utilize the “open door” to take the issue to the mayor. If you feel you need additional visibility on an issue, you may request your issue be heard before the Town Council. All requests for problem resolution will be taken seriously. You will not be penalized for using the “open door”. You may not get the problem resolved exactly to your satisfaction, but you will be heard and given the chance to work it through.

Drug Free and Smoke Free Workplace

We assure you your right to work in an environment free from the impact of alcohol or illegal drug use. Alcohol abuse or illicit drug use will not be tolerated and will result in corrective action, up to and including termination of employment.

While on the Town of Shady Shores’ premises, while on duty, while conducting Town-related business or other activities off premises, while driving a Town-owned or leased vehicle, or while operating or using other Town-owned or leased property or equipment, at residences or on Town property, you may not use, possess, distribute, dispense, sell or be under the influence of alcohol or illegal drugs. You may use prescription medication on the job only if it does not impair your ability to perform the essential functions of your job effectively and in a safe manner that does not endanger you or your co-workers.

We do not allow use of alcohol at any time during the workday, or your shift.

We are also committed to providing a smoke-free environment for you and our citizens. If you smoke, please smoke outside the building in the designated smoking areas. You should not smoke at a resident’s home. If you smoke, breaks should be limited and should not interfere with your performance of job responsibilities. Limited breaks will be allowed at the discretion of your supervisor , taking into account your job responsibilities and business needs.

If you are aware of any violations of these policies, let your supervisor know.

Weapons in the Workplace

We want to provide a safe environment, free from the threat of danger or violence. No employee who does not possess a Concealed Handgun License shall carry or possess a firearm in the Town Hall. If you have an unlicensed dangerous weapon in your possession, you will be asked to leave the worksite immediately and appropriate corrective action will be taken. This policy applies to all weapons including firearms and any instrument used or intended to be used as a weapon.

The foregoing prohibition against firearms does not apply to elected or appointed Town officials who have lawfully obtained a Concealed Handgun License (CHL) through the

Department of Public Safety of the State of Texas. This includes, and is not limited to, the Mayor and Town Council, Municipal Judge, Town Attorney, and Municipal Prosecutor.

Hours of Operation

Generally, the Town of Shady Shores' hours of operation are 8:30 am to 4:30 pm Monday through Friday, for Town Hall staff, with the Town Hall open for business from 8:30 am to 4:30 pm. Field staff hours may vary to better serve our citizens and will be determined by the Supervisor. Your supervisor will let you know your work hours. If necessary, you will be provided with access to Town Hall after normal business hours. Please remember that the after-hours time spent in Town Hall must be for business purposes only.

We do not have overall guidelines on break periods. Each department may have its own guidelines, so check with your supervisor. We do expect that you, as a professional, will put the immediate needs of the Town ahead of "break time". We also ask that if you are on a break, you exercise discretion so as not to disturb others who are working. In general, we think it's important to take a midday break, so we don't encourage you to work through your lunch break. If you feel you need to do so, please get your supervisor's approval.

Attendance

Our success depends on you being where you are supposed to be, when you are supposed to be there, doing what you are supposed to be doing.

We understand that the Town of Shady Shores is only one part of your life, and sometimes you need to be away from work to attend to personal business. To accommodate this, we provide a PTO (Paid Time Off) program negotiated with each employee. Your absences from work will not be a problem if you are not exceeding the time allowed by the PTO program, and you obtain prior approval for time off so your co-workers or the Town won't be negatively impacted. If your supervisor is unable to accommodate your request, and you take the time off anyway, corrective action will be taken.

Any unplanned absences for reasons of personal or dependent's sickness or other unplanned event (example, Motor Vehicle Accident, household operational emergency, etc.) must be communicated to your supervisor (for acknowledgement prior to start of scheduled shift at work. If an unplanned early dismissal is sought after starting a shift at work, the event must also be discussed "live" (phone or in person) with your supervisor for acknowledgement prior to leaving the workplace. A follow-up email must be sent to you for inclusion into your personnel record. Any noted pattern of unplanned absences is always subject to performance review.

Remote Work Policy

I. Telecommuting

The Town considers telecommuting to be a viable, flexible work option that will help employees accomplish their work effectively without disruption to Town Services. Telecommuting may be appropriate for some employees and jobs but not for others, depending, for example, on the essential functions of the position

and the employee's experience with the Town in the particular position. Telecommuting is not an entitlement, it is not a Town wide benefit, and it in no way changes the terms and conditions of employment with the Town of Shady Shores.

A. Purpose and Scope

1. The Town considers the work alternative of telecommuting which would allow employees the ability to work from home or a remote location when it is mutually beneficial to the organization and the employee and when it complies with guidelines as set forth by the Town. Eligible employees may telecommute up to a maximum of two (2) days per workweek. More hours than that may be requested and granted on a case-by-case basis.

2. Telecommuting is not a widespread employee benefit, but an alternative method of meeting the needs of the Town. Since telecommuting is a privilege, the organization has the right to refuse to make telecommuting available to an employee and to terminate a telecommuting arrangement at any time.

3. Department Directors will contact the Human Resources Director (Town Administrator) to determine if an employee is eligible to be placed in a telecommuting assignment. Department Directors will be guided in their decision-making by their assessment of job duties that may be conducive to working remotely and operational needs assessments. All telecommuting assignments regardless of its basis must be approved by the Department Director and the Human Resources Director. Because the Town provides essential services to members of the community, there are positions at the Town that require the employee to be physically present in the workplace. Employees are not required to telecommute, and employees have the right to decline to telecommute if the option is made available to them. Employees who do choose to telecommute have the right to cease telecommuting and return to his or her former in-office work pattern at any time.

2) Individuals requesting formal telecommuting arrangements must have been employed with the Town for a minimum of six (6) consecutive months unless approved by the department's Director and the Town Administrator or Mayor. participate in a telecommuting evaluation, and not have had any disciplinary actions in the prior six (6) months.

4. Department Director's request for an employee to telecommute for more than two (2) days, will require the Town Administrator's or the Mayors approval.

B. Job Responsibilities and Regular Communication:

1. While telecommuting, employees must perform the full range of their normal job duties. Employees and supervisors should maintain communication throughout the workday, through email, by phone, video chat or other means. Employees should log in to teams and maintain communication at all times. Managers and supervisors will be expected to establish and communicate work expectations of employees working remotely, including setting work priorities, deadlines and reviewing work assignments.

2. The duties, responsibilities, and conditions of employment remain the same as if the employee was working at their regular work site. Job responsibilities, standards of performance and performance reviews remain the same as they would be if the employee was working at the regular Town work site. The employee shall comply with all Town policies and procedures while working at home or in an alternate location.

3. Supervisors and managers should ensure that telecommuting employees meet expectations and successfully execute their job duties. Supervisors and managers shall ensure that productivity and service quality is maintained while employees are telecommuting.

4. Departmental requirements take precedence over the schedule and telecommuting arrangements specified in the Telecommuting Agreement if there is a scheduling conflict. Management will provide the employee with advance notice, if at all possible, when flextime schedules or telecommuting must be curtailed. Employees are required to report to the office when requested.

5. 4) Any telecommuting arrangement made will be on a trial basis for the first three (3) months, may be discontinued at any time at the request of either the telecommuter or the organization and will be reviewed in the performance review.

C. Work Schedules and Time Worked.

1. Telecommuting employees must coordinate with their supervisor the set hours that will be devoted to performing their work. Start and end times for telecommuting employees should be communicated in advance and should be consistent from day-to-day, as much as possible. As approved by the employee's supervisor, an employee's start time and end time may be permitted to be different from the employee's normal hours when working on-site.

2. Employees who are not exempt from overtime requirements under the Fair Labor Standards Act (FLSA) will be required to accurately record all hours worked. Employees should coordinate with their supervisor for any periods of time during the workday when they will not be working. Any overtime must be authorized in advance by the employee's supervisor.

3. Employees exempt from FLSA should record any full-day absences with paid leave on the bi-weekly timesheet in accordance with normal protocols. D. Equipment and Tech Support.

1. Electronic equipment needed for employees to telecommute will be supplied by the Town to the extent resources are available. In certain circumstances and/or if sufficient resources are not available, employees may be required to use their personal phones, computers, or other equipment. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The Town accepts no responsibility for damage or repairs to employee-owned equipment and reserves the right to make determinations as to appropriate equipment, subject to change at any time.
2. The employee must sign inventory Telecommuting Assignment Form (or have authorized equipment authorized to them) with an inventory of the Town property authorized for telecommuting use and thereby agree to take appropriate action to protect the items from damage or theft. Exhibit B

D. Security

1. Consistent with the Town's expectations of information security for employees working at the office, telecommuting employees are expected to ensure the protection of Town information accessible from their home office and abide by applicable Town policies to that effect. Necessary security steps include appropriate network security measures, regular password maintenance, and any other measures appropriate for the job and the environment.

F. Safety 1. Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties may be covered by Workers' Compensation. Telecommuting employees are responsible for notifying their supervisor of such injuries within 24 hours of the incident. The Town assumes no liability for injuries that occur outside the performance of the employee's duties and/or outside the employee's scheduled telecommuting hours.

2. Employees are prohibited from having in-person meetings regarding Town business in their homes. Rather, employees shall opt to use video or phone conferencing. The Town will not be liable for any injuries sustained by visitors to an employee's home worksite

2. The Town will provide employees with appropriate office supplies (pens, paper, etc.) as deemed necessary. Telecommuting employees will establish an appropriate work environment within the remote workspace including but not limited to desk, tabletop, or other location that provides optimal work productivity. Given the nature of this program, employees are not expected to purchase furniture or equipment to arrange a home workspace.

E-mail and Voice Mail

E-mail and voice mail are both used regularly at the Town of Shady Shores. Both should be accessed on a regular basis and responded to promptly. Our commitment is that voice mails and e-mails from citizens be returned no later than the next business day.

Your outgoing voice mail message should be recorded in a professional manner. If you are going to be out of the office or unable to check your voice mail, you should update your message so callers will know. When leaving voice mail messages for other people, keep your messages concise and clear, defining the reason for the call and the information needed or provided. Following these simple guidelines will make sure that your message gets across, both internally and externally.

When communicating by email, please follow these guidelines:

- ◆ Don't criticize our citizens or employees or contractors.
- ◆ Don't use profanity.
- ◆ No name calling.
- ◆ No racist or sexist remarks, or derogatory remarks that are targeted to an individual or one group of people.
- ◆ Limit your correspondence to business-related issues; systemwide messages should not be used for personal business or issues and should be limited to business issues related to the Town of Shady Shores as a whole. Email communications could be subject to the Open Records Act.

Please recognize that not all of your audience is like you and this diversity is what makes the Town successful and a great place to work. Everyone needs to be able to work freely without offensive, derogatory or humiliating communication. These guidelines explain the way we do business. We expect you to follow them.

Internet

We provide access to the Internet for business purposes during the workday. The guidelines listed below should be used when utilizing the Internet:

- ◆ Personal Internet use must be restricted to non-work hours, including before or after your normally defined work hours, breaks, or in your lunch hour.
- ◆ Our Internet system may NEVER be used to review any racially or sexual oriented information.
- ◆ E-mail or postings should follow the guidelines above.
- ◆ All social media communications must adhere to the “Social Media” policy.

All Hardware and Software systems used in e-mail, voice mail and for internet access are the property of the Town. We reserve the right to periodically monitor the Hardware and Software archives to ensure appropriate usage. Your supervisor will determine the appropriate use for your particular job. All information exchanges, including, but not limited to e-mail, are the property of the Town of Shady Shores.

Software

We respect the rights of businesses to receive fair compensation for their products, and we are committed to the proper use of software and of licensing agreements. Any software you are using to conduct town business must have the proper licensing. Unless expressly authorized by the software developer, neither the town nor you have the right to duplicate the software or the documentation. And, to maintain optimum operation of our computer systems, please don't load any software on your computer without first gaining written permission from your supervisor.

Cell Phones

We recognize that many employees have personal cell phones that they bring to work, and depending upon their job description, some employees may have cell phones provided by the Town. The use of cell phones must not interfere with job duties or work performance. Employees with Town issued cell phones shall not create additional expense to the town through personal use of the phone. Should this occur, you will be required to repay these expenses to the Town.

What to Wear to Work

Your personal appearance is directly related to the atmosphere of the Town of Shady Shores. While we don't believe that having "fashion police" is necessary, it is important everyone maintain the highest standards of personal grooming and dress for work in a manner that:

- ◆ Reflects an image of professionalism to our citizens.
- ◆ Is not distracting to or disrespectful to other employees.

It is important that we have a professional atmosphere that is conducive to offering the best service to our citizens while providing a productive and fun environment to work in.

Town Hall Appearance

Your work area is to be maintained in a neat and orderly manner. If you routinely ride/drive in a Town vehicle, please apply the same standards. Items in your work area or vehicle should not be offensive to co-workers or citizens or promote political or personal agendas.

Work Behavior

We believe in a high standard of professionalism. While we operate in a fast paced, flexible and somewhat casual environment, we still believe in professional work behaviors. This applies when you are in a Town Hall, with citizens and at Town sponsored events. Additionally, it is required that work production is always personally reviewed for accuracy prior to submission to the Mayor/Town Council/other Town representatives, and that all deadlines are met.

Corrective Action

You can't fix what you don't know is broken. In most cases, your supervisor will discuss performance problems with you, give you suggestions on how to correct them, and give you the chance to fix it. What you do is up to you.

1. The first step of our corrective action process is a discussion between you and your supervisor. This discussion may be recapped in writing and kept in your personnel file.
2. If, after this discussion, the issue is not resolved, another discussion could occur. This discussion will be recapped in writing. The purpose of this discussion and written recap is to inform you that the issue has not been corrected, reiterate the standard that must be met and inform you of consequences if the problem is not resolved, or performance does not improve. This notice will be maintained in your personnel file.
3. If the problem or performance issue is not corrected, the final step in the process is termination of your employment.

The Town Council should be notified before any written correction action is taken.

Certain behaviors are not tolerated and may result in immediate termination of employment. The list below provides typical examples but is not all-inclusive.

- 1) **Exhibiting rude or inappropriate behavior to citizens or employees**
- 2) **Theft of town, resident or employee property, or mishandling the Town cash or credit**
- 3) **Harassment or intimidation of any employee, contractor or resident**
- 4) **Possessing weapons in the workplace, or acting violent in the workplace**
- 5) **Refusing direction from your manager, or "willful neglect of duty"**
- 6) **Falsifying expense reports, time records, your employment records including the employment application or resume, and other the Town of Shady Shores data.**
- 7) **Disclosing confidential resident, Town or employee information, except in the case of a Public Information Act request.**
- 8) **Conviction of a crime of a nature that could pose a risk to Town employees or citizens.**
- 9) **Disregard of Town policies and guidelines, including, but not limited to working under the influence of drugs or alcohol, no call/no show, using e-mail or the Internet in an inappropriate manner or disrupting the workplace**

This process does not alter the basic employment-at-will policy, which allows you or the Town of Shady Shores to terminate employment at any time, with or without cause or notice.

References

If you are asked for a reference on a current or past employee, please leave this responsibility to your supervisor to limit your (and our) liability and/or legal exposure. The Town will only provide information on hire dates, termination date and position held. If you need employment verification for lending institutions or other reasons, your supervisor will respond, in writing, when you give your consent.

Work Relationships

We don't hire relatives, or a person with whom you have a "family" type relationship.

Exceptions to this policy may be made for temporary positions, summer employment and internships. If two employees in a supervisor/subordinate work relationship enter into a personal, non-work-related relationship, one or both employees may have to transfer to another position or leave Town employment.

Inclement Weather

We will normally conduct business during adverse weather conditions. If the Denton schools are closed, Town Hall should be closed. If the weather is so extreme that good judgment dictates Town Hall should be closed, you will be contacted by 7:30 am to let you know not to come in. In the event Town Hall will be closed for more than one day, employees should watch weather conditions and be prepared to work from home. Should you choose not to work from home you may use PTO to cover your absence.

If Town Hall is open, but you believe coming to work is unsafe, please do not put yourself at risk. You can use your PTO to cover your absence. If your PTO balance has been exhausted, the time will be unpaid, but the absence will be excused.

Personnel File Access

We maintain work-related records of all employees. This file includes your employment application, resume, training records, performance evaluations, salary increases and other necessary employment records. These records are the confidential property of the Town of Shady Shores and will not be released to anyone except as required by law.

Only Town employees with a legitimate reason to do so may review an employee file. While you are an employee of the Town, you may review your file at reasonable times and intervals and may request in writing that the file information be corrected if inaccurate or supplemented if incomplete. You may have a copy of any form contained in your file, after providing a written request for same.

If you have any changes to the personal information in your file, such as address, telephone number, emergency contact, marital status, etc., please submit these changes to your supervisor.

Use of Vehicles on Town Business

If you drive your own vehicle or a Town vehicle on the Town business, you must maintain a valid driver's license. You should carry insurance on your personal vehicle if you are using it for the Town of Shady Shores business.

If driving is a job requirement for your position, you must have a valid Texas drivers' license, and must maintain a safe driving record. Should you be convicted of a DUI, or receive deferred adjudication for a DUI, you may not drive a town vehicle in violation of any court order, and you must comply with the terms of the court order. The Town will consider if accommodation can be made in your position during this time. If accommodation cannot be made in your job, you will be terminated. A second DUI in a 5-year period will result in immediate termination.

Should you receive a moving violation conviction that brings your total of violations to 3 or more in any previous twelve-month period you may not drive a town vehicle until the number in a twelve-month period is reduced below three. The Town will consider if accommodation can be made in your position during this time. If accommodation cannot be made in your job, you will be terminated.

Driving records may be periodically accessed by your supervisor to ensure that you meet the requirements. Should something occur, that would jeopardize your ability to drive for your job, you must inform your supervisor immediately. If you do not do so, you could be terminated once the offense is discovered. And should you have any accidents or violations while driving a Town vehicle, you must also inform your supervisor immediately.

Expense Guidelines

If you need to spend your own money on Town business, first get your supervisor's approval. To be reimbursed for approved expenses, complete an expense report form in its entirety and attach all receipts. If you do not turn in your reimbursement request within 30 days of incurring the expense, you will not receive reimbursement unless an extension is given by the mayor.

The Town of Shady Shores is tax exempt, please check with the Town Financial Officer prior to making a purchase. In most instances you can be provided with a tax exempt certificate or you will be directed to a n organization that has the Town's tax-exempt status on file. The Town will not reimburse the sales tax paid by an employee.

Total Compensation

We believe in a total compensation policy that combines salary and benefits together to recognize and reward contributions to the Town of Shady Shores.

We believe in hiring and retaining the best people and encourage performance beyond expectations to assist in achievement of the Town of Shady Shores goals.

Performance Appraisals

At the Town of Shady Shores, we take goals very seriously. We recommend that you establish goals with your supervisor. Once your goals have been set, you should constantly monitor your performance against those goals. If there are things getting in the way of your meeting your goals, you should talk to your supervisor (.

After your initial three month probationary performance review, your performance will be reviewed annually in conjunction with the annual budgeting process. This process will give you and your supervisor the chance to talk about performance and work and career goals.

Your supervisor will review your performance against pre-defined standards and goals and may ask you to complete a self-appraisal. Your manager will then discuss your performance with you, and you will have the opportunity for feedback. The appraisal will become a part of your permanent record, and you may have a copy. Should you wish to write a response to your appraisal, you may do so for inclusion in your file.

Please don't discuss performance problems with your co-workers. Remember that Open Door process is the proper outlet for problem resolution. Discussing problems inappropriately could result in corrective action.

Longevity Pay

General. The Town awards longevity pay to all full-time employees who meet the guidelines outlined below.

Longevity pay is to acknowledge and reward long service of employees.

Eligibility. Regular full-time employees who have been employed with the Town for twelve (12) consecutive months as of December 31, each year are eligible to receive longevity pay. Employees must be employed by the Town at the time longevity pay is awarded to be eligible.

Conversion from Temporary, Seasonal, or Part-time Status to Regular Full-time Status. An Employee who began his or her employment with the Town as a temporary, seasonal or part-time employee but is currently in a regular full-time position, the longevity calculation shall be based on the date the employee moved into a regular, full-time position.

Calculation and Payment of Longevity Pay. Longevity pay will be paid to each eligible employee for each full month of full-time service employed through December 31 each year. Employees with 12-59 months of service will receive \$5 per month of service; employees with 60-179 months of service will receive \$6 per month of service; and employees with 180 or more months of service will receive \$7 per month of service. Longevity pay will be paid in the first paycheck in December, unless otherwise authorized by the Town Administrator. Time worked for the Town that is not consecutive will not be included in the calculation.

Example: Dan started working for the Town on February 10, 2014. On his first paycheck in December 2016 he will receive longevity pay in the amount of \$170.00 (10

months in 2014 (March to December),
12 months in 2015, and 12 months in 2016 equal to 34 months. 34 months X \$5 = \$170).
Example: Sally started working for the Town on February 10, 2010. On her first
paycheck in December 2016 she will receive longevity pay in the amount of \$574 (10
months in 2010, 12 months in 2011, 2012,
2013, 2014, 2015, and 2016 for a total of equal to 82 months. 82 months X \$7 = \$574).

Retirement. Longevity pay will be extended on a pro-rated basis to employees who retire from Town employment under the Town sponsored program (Texas Municipal Retirement System) And who immediately begins to receive retirement payments and is otherwise eligible for longevity pay but retires prior to the annual payment of the benefit.

Maximum Payment. The maximum amount of longevity payment shall not exceed \$2,100 or three hundred (300) months (25 years x 12 months) of service.

Salary Increases

Within the Town, we subscribe to a merit increase philosophy. We believe in paying people at the appropriate rate for the job, consistent with other similar positions in the area, but recognize top performance by increased compensation. Your annual performance will be evaluated, and any increases to be paid will be based on that performance. When increases are recommended, they are based on personal performance, achievement of goals, and the amount of time since your last increase. Annual increases are not guaranteed. Increases are generally awarded in October, consistent with the beginning of the new fiscal year.

Salaries, increases and compensation plans should be kept confidential.

Paydays and Paychecks

Payroll is every other Friday, for the pay period ending the previous Friday. If payday falls on a holiday, you will be paid on the working day before payday. Your paycheck contains several pieces of information:

- ◆ Federal income tax, mandated by the government. The amount withheld is based on your income and the exemptions you claim on your W-4.
- ◆ TMRS or Social Security and Medicare provide disability, old age and survivors benefits and are based on your income. The amount withheld is matched by the Town of Shady Shores.
- ◆ Voluntary deductions, such as insurance.
- ◆ Garnishments: You may be liable for garnishments for bankruptcy, IRS fees, child support payments or liens.

The Town of Shady Shores does not provide advances of paychecks or loans.

On Call- Emergency Call Back

An emergency call-back is defined as an unscheduled request made by an appropriate management official for an employee to return to work to do unforeseen or emergency work after leaving the building or work location at the end of their regular shift and before the beginning of their next regularly scheduled shift. An employee who is called back to work outside his or her normal work schedule shall be paid for the time worked or a minimum of two hours, whichever is greater. Time worked during an emergency call-back will be calculated at the employee's regular rate of pay. If an employee is called back to work, they will be paid for travel time. Overtime compensation is applicable only when total hours worked exceed the regular full-time work cycle. Emergency call-backs that occur during paid holiday leave will be considered overtime.

Overtime Pay

If you are a non-exempt employee, you will receive overtime or compensatory pay for all time worked over 40 hours in a week; however, all overtime must be approved in advance. Should you work up to four hours extra in any given week, you may work with your supervisor to adjust your schedule by that same number of hours on another day in that week, under our Flex-Schedule program. Should you work more than four hours of overtime, you, and your supervisor will determine if you will take Compensatory time at one and a half times your regular rate or be paid overtime. Compensatory time will not accrue beyond 40 hours.

Holidays a PTO, jury duty, funeral pay, and other non-productive work time are not used in the calculation of overtime.

Your supervisor must approve all overtime in advance.

Insurance Programs

The Town provides health insurance to regular full-time employees at 100%. A basic life insurance policy in the amount of 15,000 is also provided to each employee, covered through the town's health care benefits. Employees may elect to purchase additional insurance such as dependent health care, dental, vision and additional life insurance for themselves and their dependents. The town will review its renewal rates each year.

Retirement Program

The Town participates in the Texas Municipal Retirement System (TMRS), which provides retirement benefits to eligible employees. A deduction from your gross salary is supplemented by a 8% two-to-one matching contribution by the Town. Employees who are in positions that do not normally require at least 1,000 hours of service annually are not eligible to participate in TMRS and are required to participate in social security. All employees participate in the Social Security and Medicare Program.

Paid Time Off (PTO)

As much as we hope you enjoy being at work, we also think that you value your time away from work.

Employees are to Accrue Paid Time Off (“PTO”) hours at the following rates of accrual:

- Tenure years 1 through 5 @ 2 weeks of accrual.
- Tenure years 5 through 10 @ 3 weeks of accrual.
- Tenure years 10+ @ 4 weeks of accrual.
- Since the Town of Shady Shores manages its payroll as 26 discreet pay periods, the following accrual rates then apply,
 - Tenure years 1 through 5 @ 3.07 hours/pay period.
 - Tenure years 5 through 10 @ 4.62 hours/pay period.
 - Tenure years 10+ @ 6.15 hours/pay period.
- New Employees are not allowed to take any PTO until they have successfully completed 6 months of employment.
- *Employees are allowed to carry over a maximum of 2 weeks of unused PTO leave into the following fiscal year. Any amount of unused leave in excess of 80 hours is determined to be expired.*
- Approved Vacation and Sick time taken both erode this “PTO” accrual.
- Regular Part-Time Employees working 30 hours per week may accrue 60 PTO hours per year or 2.307 hours per pay period.
- Regular Part-Time Employees may carry over a maximum of one (1) week per year.

Holidays

We observe the following holidays:

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

- ◆ Christmas Day
- ◆ Day after Christmas
- ◆ September 11

If the holiday falls on a Saturday, Town Hall will be closed on the Friday before; if it is on Sunday, we will observe the holiday on Monday. Please remember, to receive holiday pay you must work your last scheduled day before and your first scheduled day after the holiday, have pre-authorized PTO scheduled, or have a doctor's note validating the use of unscheduled PTO.

If you are a part-time employee, and the holiday falls on a day that you work, you will receive pay for that day.

Jury Duty

We know you will receive pay for your jury service, but you'll also receive your regular pay while you are on jury duty, if the service is under two weeks. Pay for absences beyond two weeks will be handled on a case-by-case basis. Please provide your supervisor with your summons before you go to jury duty and stay in daily contact for the duration of the service.

Bereavement Leave

Losses are an unfortunate part of life, and we understand how painful they can be. Family members are a spouse, child, parent, brother, sister, grandparent, grandchild, spouse's parents and step-relationships of the preceding family members.

In the event you experience the loss of an immediate family member, we will work to accommodate your needs. The Town of Shady Shores will pay up to three days bereavement leave, and additional time needed may be applied for from your PTO account, subject to approval.

Military Duty

If you are a member of the military reserves, you will be paid for up to three weeks per fiscal year to meet your annual obligation. If your reserve unit is called to active duty, your leave will be for the length of that active duty but will be unpaid beyond the three-week annual leave. While on leave, you may use your available PTO. While you are on military leave, your benefits will continue for up to 24 months. (You will continue to be responsible for your portion of the premium for leaves of 30 days or less, and for longer leaves, you will be responsible for the entire premium.) Pay and benefits return to normal when you return to work within 10 days of release from active duty, or as agreed to with your supervisor. The Town complies with all state and federal laws relating to employees in reserve or active military service and does not discriminate against employees who serve in the military.

Your Professional and Career Development

We want you to grow and expand your professional capabilities while working at the Town of Shady Shores - not only for your own satisfaction, but for the benefits you will bring to your job. Because of this, we recognize and encourage professional development opportunities for you.

Job Notification System

We believe that you need to know what is going on in the business at the Town of Shady Shores. One way to do this is to be aware of job openings within the organization; not only for you, but for people you may know who would like to work here. In general, openings will be posted on bulletin boards at Town Hall and on the Town website.

If you are interested in a position, please notify your supervisor). You will be interviewed if you meet the following requirements:

- ◆ You have the qualifications required for the position.
- ◆ Your current work assignment allows your release.
- ◆ You have been in your current position for at least 6 months.
- ◆ You have no current corrective action.
- ◆ Your current performance should be meeting standards.

If you know of someone who might be interested, please ask them to submit their resume to the appropriate department supervisor.

Travel Policy

From time-to-time employees may be required to attend conferences and training to further their educational career. In the event you wish to attend a training class or are required to attend a training class it must be first approved by your immediate supervisor.

Employees will be reimbursed for travel on a per diem method, using the GSA.gov website to determine appropriate meals, mileage and hotel reimbursements for the local area being visited. If possible, employees are encouraged to stay in the conference hotel. Employees may choose to use their own vehicle or fly, but they will be required to take the least expensive route to attend the training unless otherwise approved by the immediate supervisor.

Tuition Reimbursement

The cost of some professional certification exams may be paid "up front" by the Town of Shady Shores and should be discussed with your supervisor prior to the exam. In the event the cost of a course for certification or to pursue a degree is paid in advance of the course, the repayment plan listed below shall be in effect.

Employees are encouraged to attend training and seminars that will expand their knowledge of their job skills and be of benefit to the residents and staff of the Town of Shady Shores. Employees should submit their training requests and cost of attendance to their immediate supervisor to determine if the appropriate budget funds are available and obtain approval to attend.

Effective October 1, 2025, tuition reimbursement is intended to provide assistance to an eligible employee enrolled in coursework or certification programs that will benefit the

residents, elected officials and employees of the Town of Shady Shores, while the employee is working for the Town. Tuition reimbursement is a benefit provided to invest in the employee's professional growth and development, with the intent that the Town of Shady Shores and the employee will be the beneficiaries of that investment.

Eligibility:

All regular, full-time employees are eligible for reimbursement of tuition for an educational course that can result in a degree, certification, or licensure through an accredited educational institution for the purpose of enhancing job performance at the Town of Shady Shores. This may include both undergraduate and postgraduate degree programs, or individual coursework, so long as the program or course has relevancy to the Town of Shady Shores and the services that are offered by the town. Eligibility Requests for tuition reimbursement must meet the following guidelines:

- The course(s) or degree program must be related to the present job duties or to the duties of a different position with the Town of Shady Shores. With input from the employee, the Town of Shady Shores has the sole discretion to determine course or program eligibility.
- The course or program must be offered through a formal, accredited, institution.
- The course or degree program must be approved at least 60 days in advance of the start date by the employer's supervisor and the mayor.
- The course or degree program must be started and completed while the employee is actively working regularly scheduled hours. Employees on leave of absence are not eligible to participate until they return.
- The course must satisfactorily be completed with a "B-" grade or higher, and a "pass" (of a pass/fail system) in order to be reimbursed by the Town of Shady Shores.

Evidence, such as a transcript, of the grade achieved must be provided.

Application & Approval

To receive tuition reimbursement, employees should follow the steps listed below:

- 1) At least 60 days prior to beginning coursework, the completed Application for Tuition Reimbursement form must be submitted to the employee's supervisor for approval.
- 2) The employee must provide a course description and cost, the name of the institution, and the anticipated completion date, as part of the approval process.
- 3) Upon completion of the course/program, the employee must provide evidence of passing grade, such as a transcript, in addition to an itemized receipt documenting all expenses, to the Town Administrator.

4) Provided assignment of a grade of B- or "pass," the employee and the Town Administrator will complete a Tuition Reimbursement Payment Request form.

5) The Town Administrator will pass along the required information to payroll for processing. A check, separate from the employee's paycheck, will be issued for reimbursement.

Payment & Repayment When course/degree program eligibility has been approved by the Town Administrator and the Mayor, the employee may receive reimbursement for up to 100% of tuition, with a \$3,000 yearly maximum. This policy applies only to reimbursement for tuition, and does not cover additional educational costs, such as books or lab fees. In the case of termination of employment, either voluntarily or involuntarily, while the employee is participating in Town of Shady Shores tuition reimbursement program, the following repayment options will apply:

12 months	100 %
24 months	50 %
36 months	25%
48 months	10%

It is the Town of Shady Shores policy that employees seeking tuition reimbursement must gain approval from their direct supervisor and the Human Resources Generalist at least 60 days prior to beginning a course or degree program, that the course or program must have relevancy to the employee's current position or other positions with the Town of Shady Shores, that the employee must achieve a grade of B- or higher, or "pass," and the employee must agree to repay the to be eligible for tuition reimbursement upon termination, to be eligible for this program.

The Town of Shady Shores has the right to request proof of institutional accreditation, proof of employee grades earned, and proof of all costs associated with enrollment in coursework. The Town of Shady Shores has the right to change eligibility requirements, or cancel this program at any time, for any reason.

Rights & Responsibilities

It is the policy of the Town of Shady Shores that the employee requesting tuition reimbursement complete all required steps as listed above to receive payment in accordance with this policy.

This policy does not apply to courses that are necessary to maintain an employee's current certifications and continuing education hours.

CERTIFICATION PAY

Certification/License pay is given for the following certifications:

Certified Permit Tech \$50 monthly

OTHER CERTIFICATES

Intermediate Certificates - \$50 monthly

Advanced Certificates - \$100 monthly – (Texas Municipal Clerks Certification)

Master Certificates - \$150 monthly (Certified Public Manager, Certified Master Clerk, ICMA Public Manager)

Municipal Court

Level I - \$50 monthly

Level II - \$100 monthly

Level III - \$150 monthly

Certification pay may not be in excess of \$300 for any employee per month.

We hope that this handbook has been useful and provides you with the information or resources you will need during your career at the Town of Shady Shores. Again, welcome to the Town of Shady Shores. We are glad that you have chosen us. Best of luck in your career at the Town of Shady Shores.

Addendum's & Acknowledgements

None as of May 5, 2014
Exhibit A Employee Time Off 12/2015

Handbook Acknowledgment

I have read the Town of Shady Shores Handbook. I understand that it is a general guide to the current policies of the Town of Shady Shores and that these policies may change from time to time with or without notice. I further understand that the Town of Shady Shores requires flexibility in administration of policies; therefore, the policies stated in the handbook may not always apply. I understand that I am expected to follow all guidelines set forth, and I agree to do so. I further understand that I am an employee at will, which means that I may be terminated by the Town of Shady Shores, or I may leave of my own choice at any time, for any reason, with or without cause or notice. I understand nothing contained in this handbook modifies, changes or varies the at-will nature of my employment with the Town of Shady Shores, or creates a contract of employment for a specified period of time. I agree to adhere to the Standards of Conduct.

Signature of Employee

Date

Employee's Name (printed)

Date

PLEASE SIGN THIS FORM AND RETURN TO YOUR SUPERVISOR WITHIN ONE WEEK OF YOUR DATE OF HIRE.



Employee Handbook

**ORIGINAL
June 2, 2014**

Updated NOVEMBER 9, 2020

Resolution 265-06-2014

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Employee Handbook

Welcome to the Town of Shady Shores. We're glad you've come to work here. This handbook should help you in getting to know about us, our mission, our history, our Town, our services and our people, as well as your work environment, your compensation, certain guidelines that we expect all the Town of Shady Shores employees to follow and all the other information that is important for you to know.

Being employed by a town government holds your job up to the public light, and nothing you do can go without some oversight by the citizens, who are your ultimate employer. We hope this handbook will serve as a guide, as well as regular conversations with your manager. You are encouraged to discuss any questions you may have regarding the policies and programs, as well as your job responsibilities.

This handbook isn't meant to replace face-to-face communication. Nor should this handbook cover every aspect of your relationship with the Town of Shady Shores. Your goal should be to maintain open lines of communication first through your supervisor (the mayor), second the Mayor Pro-Tem or any Council Member. But, when they are unavailable, this handbook should help.

Again, welcome to the Town of Shady Shores. As we have noted, you are now a part of a group of dedicated, devoted, competent and trustworthy individuals who are all working towards the same common goal of a sense of community in a truly unique town.

Information in this handbook is subject to revisions, additions or deletions by the Town of Shady Shores, and the Town of Shady Shores has the right to final and binding interpretation of any provisions of this handbook. This handbook does not represent an employment contract, and nothing included should be construed as such.

Employment Guidelines

At the Town of Shady Shores, we adhere to federal and state employment laws, not only because they are the law, but also, because adherence is the right thing to do.

This philosophy allows us to provide an environment that allows you to focus on just doing your job, without getting distracted by non-job-related attitudes and issues.

Legal Guidelines

We value differences in people and recognize that those differences contribute to the success of the Town of Shady Shores. We provide equal opportunity in employment and advancement for all employees and applicants. And because we believe in this, and act it out, we require that all the Town of Shady Shores employees act in support of these beliefs. To this end, the following are deeply held convictions:

- ◆ **Equal Employment Opportunity** - We ensure equal treatment for all employees, contractors and applicants for employment, including disabled individuals and veterans, on the basis of qualifications and without regard to race, religion, color, age, sex, national origin, or marital status or sexual orientation.
- ◆ **Respectful Treatment of People** - We will not tolerate the intimidation or harassment of employees, applicants, vendors, contractors, citizens or visitors for sexual, racial, ethnic, religious or other reasons, nor will we allow retaliation against you for reporting inappropriate behavior.
- ◆ **Sexual Harassment** - We have zero tolerance for any behavior that even hints of sexual harassment, such as unwelcome physical contact, a continuing pattern of unwelcome sexual advances, or the creation of a hostile work environment. Sexual harassment may involve individuals of the same or different gender.

(We understand that this can sometimes be confusing - sexual harassment does not refer to behavior or occasional compliments that are socially acceptable to the average person. It refers to behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale and that interferes with an employee's work effectiveness.)

- ◆ **Accommodations of Disabilities** - We are committed to providing employment opportunities to individuals with disabilities and will make reasonable accommodations to provide facilities that are readily accessible and usable by people with disabilities. If you need such an accommodation, please talk with your supervisor. .
- ◆ **Employment Relationship** - Your employment relationship with the Town of Shady Shores is considered "employment-at-will". This means that both you and the Town of Shady Shores have the right to freely, and without cause, end the employment relationship. However, you should not consider any oral or written statement as a contract with the Town of Shady Shores, unless expressly defined in a document signed by both you and the mayor. Any "agreements" not handled in this manner will be considered invalid and will not be honored.
- ◆ **Safety and Workers' Compensation** - We believe in providing a safe workplace; however, accidents do happen. If you incur a work-related injury or illness, no matter how minor, please report it to your supervisor immediately. We will then work with you to obtain prompt medical care, if required. There is a specific process to follow for valid work-related injuries and illnesses that makes it possible for your medical expenses to be paid. It is necessary that you report an accident or injury within 24

hours to allow the Town to comply with applicable laws and begin workers' compensation benefits, if appropriate.

If you believe you've encountered a situation that is inconsistent with any of the above commitments, please discuss your concerns immediately with your supervisor. There will be no retribution for addressing legitimate concerns.

Standards of Conduct

As an employee of the Town of Shady Shores, you have in your hands the reputation and the future of Shady Shores. We are successful through you. Therefore, it is important to share with you our thoughts on appropriate interactions with our citizens. We have developed the following guidelines to help you deal effectively with citizens.

- No matter how difficult the resident is, do not make negative, scornful or sarcastic remarks about the Town of Shady Shores to employees or other citizens.
- While you may have personal interests that you are interested in advancing, the workplace is not the place to divulge these interests, or to gain financial or volunteer support. Please do not solicit for any personal or political cause while at work.
- If you find yourself in conflict with a resident or co-worker, do not allow yourself to get angry or be confrontational. If you cannot resolve the disagreement calmly and professionally, withdraw from the situation and call on your supervisor to assist you in the resolution. Never create an adversarial situation.
- Town funds or resources should not be used for personal needs.
- Profanity, loud talking and negative comments about citizens or fellow employees are not acceptable.
- Treating co-workers and citizens with dignity and respect is an integral part of your success and the success of the Town of Shady Shores.
- Resident information must be kept strictly confidential. Discussions about personal or professional affairs of citizens should not occur outside of the workplace and should occur in the workplace only when the issues are relevant to the support of the resident.
- You should not solicit or accept tips or gratuities offered because of duties you perform as a Town of Shady Shores employee.
- It is a conflict of interest for you to accept gifts of more than nominal value, or entertainment from suppliers or those seeking to be suppliers.
- You should not do anything in the conduct of business that would violate any federal, state, or local law, regulation or ordinance.

Solicitations

We recognize that you have an interest in outside events and organizations. However, please don't actively solicit sales for these activities during work hours. We know, for example, that Girl Scouts, or other groups, or school fundraisers, may be of personal interest, and may find their way to Town Hall, but please refrain from being disruptive. Solicitation should not infringe on any individual's rights or beliefs. Active solicitation should only be done during breaks and outside of the regular work area.

Anyone not employed by the Town of Shady Shores is prohibited from soliciting in Town Hall without prior approval from the mayor.

Employee Communication

We follow all federal and state regulations regarding employment. These regulations are posted on the employee bulletin board. This handbook will serve as a resource for you to you in understanding our guidelines and work standards.

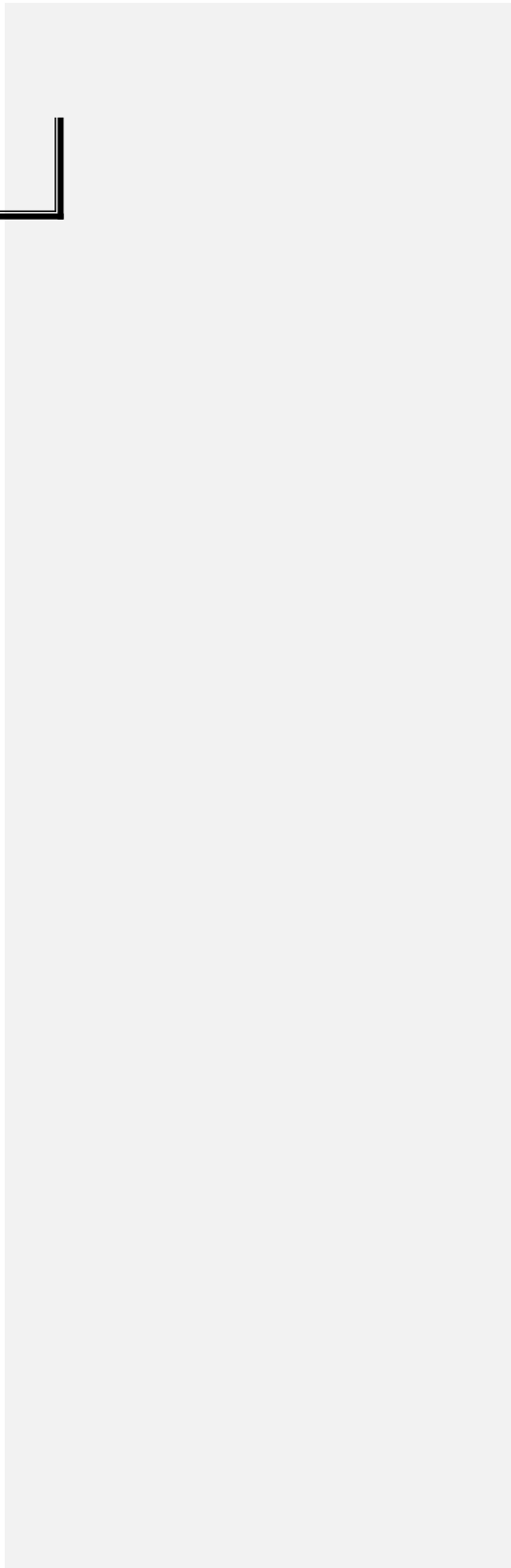
Additionally, the employee bulletin board is used as an important form of communication. You should consult them frequently for:

- Employee announcements
- Internal memos
- Job postings
- Town of Shady Shores announcements

We respect your right to your own beliefs, but also recognize that not everyone will share those beliefs. Prior to posting anything on the bulletin board, please review it with the mayor for approval. Please respect your co-workers by not distributing or posting non-work-related literature in Town Hall.

Work Environment

Within the varied work environments at the Town of Shady Shores, We have certain rules that everyone should follow. This will ensure that everyone is treated fairly while having fun, doing great work and providing excellent service to our citizens.



Employee Status

While working at the Town of Shady Shores, you will be classified in one or more of the following employment categories:

- ◆ **Exempt or Non-Exempt** – Consistent with federal guidelines, all positions are classified as either exempt or non-exempt. If you are non-exempt, you will receive overtime payments or compensatory time for any time worked over 40 hours per week. All overtime to be worked must be approved in advance. In order to capture this data, you will have to complete a time record each pay period. Employees that are classified as exempt are automatically excluded from minimum wage and overtime requirements that the FSLA provides, as well as any state overtime regulations. Instead of an hourly wage, exempt employees are paid a salary. It is expected that exempt employees work the required number of hours to complete the assigned tasks for their job. Although comp-time is not accrued or paid, Exempt employees are expected to arrange their schedule in order to complete their duties while making time to take care of personal duties.
- ◆ **Full-Time Employee** – If you are regularly scheduled for a 40-hour workweek, you are a full-time employee. You may be eligible for benefits as approved through the Town Council.
- ◆ **Part-Time Employee** – If you are regularly scheduled for less than 40 hours each week, you are a part-time employee. As a part-time employee, you are ineligible for most benefits.
- ◆ **Temporary Employee** – If you have been hired for an assignment that is temporary in nature, you will be considered a temporary employee. Temporary employees are not eligible for benefits.
- ◆ **Volunteer** – There may be individuals in the workplace who are in a volunteer status. Volunteers are not employees by the Town in any capacity and elect to donate their time and services to the Town without any expectation of compensation. Volunteers are held to the same standards as are employees, but do not receive compensation or benefits beyond any that may be voted on by the Town Council.
- ◆ **Contractors** – Individuals who are guided by the same standards of conduct as employees, but who do not receive benefits and adhere to federal regulations governing Independent Contractors.

Commented [WW1]: need a better definition of this.

If you have any questions about your classification or timekeeping, please talk with your supervisor .

Introductory Period

Your first three months of employment are an probationary period. If you complete the probationary period, you will receive feedback on your performance and will have the opportunity to discuss your first three months of employment with your supervisor..

Open Door/Problem Solving Process

We value your opinions and suggestions and consider you an important part of the team. To ensure that you get your concerns heard, we want you to use the open-door process.

The open-door process is just what it says, It means that all people in the Town of Shady Shores are accessible to you for comments, suggestions or complaints.

If you have a problem or concern, you should always speak with your supervisor first about it and brainstorm together for a solution. However, if for some reason, you cannot speak with your supervisor about an issue, you may utilize the “open door” to take the issue to the mayor. If you feel you need additional visibility on an issue, you may request your issue be heard before the Town Council. All requests for problem resolution will be taken seriously. You will not be penalized for using the “open door”. You may not get the problem resolved exactly to your satisfaction, but you will be heard and given the chance to work it through.

Drug Free and Smoke Free Workplace

We assure you your right to work in an environment free from the impact of alcohol or illegal drug use. Alcohol abuse or illicit drug use will not be tolerated and will result in corrective action, up to and including termination of employment.

While on the Town of Shady Shores’ premises, while on duty, while conducting Town-related business or other activities off premises, while driving a Town-owned or leased vehicle, or while operating or using other Town-owned or leased property or equipment, at residences or on Town property, you may not use, possess, distribute, dispense, sell or be under the influence of alcohol or illegal drugs. You may use prescription medication on the job only if it does not impair your ability to perform the essential functions of your job effectively and in a safe manner that does not endanger you or your co-workers.

We do not allow use of alcohol at any time during the workday, or your shift.

We are also committed to providing a smoke-free environment for you and our citizens. If you smoke, please smoke outside the building in the designated smoking areas. You should not smoke at a resident’s home. If you smoke, breaks should be limited and should not interfere with your performance of job responsibilities. Limited breaks will be allowed at the discretion of your supervisor , taking into account your job responsibilities and business needs.

If you are aware of any violations of these policies, let your supervisor know.

Weapons in the Workplace

We want to provide a safe environment, free from the threat of danger or violence. No employee who does not possess a Concealed Handgun License shall carry or possess a firearm in the Town Hall. If you have an unlicensed dangerous weapon in your possession, you will be asked to leave the worksite immediately and appropriate corrective action will be taken. This policy applies to all weapons including firearms and any instrument used or intended to be used as a weapon.

The foregoing prohibition against firearms does not apply to elected or appointed Town officials who have lawfully obtained a Concealed Handgun License (CHL) through the

Department of Public Safety of the State of Texas. This includes, and is not limited to, the Mayor and Town Council, Municipal Judge, Town Attorney, and Municipal Prosecutor.

Hours of Operation

Generally, the Town of Shady Shores' hours of operation are 8:30 am to 4:30 pm Monday through Friday, for Town Hall staff, with the Town Hall open for business from 8:30 am to 4:30 pm. Field staff hours may vary to better serve our citizens and will be determined by the Supervisor. Your supervisor will let you know your work hours. If necessary, you will be provided with access to Town Hall after normal business hours. Please remember that the after-hours time spent in Town Hall must be for business purposes only.

We do not have overall guidelines on break periods. Each department may have its own guidelines, so check with your supervisor. We do expect that you, as a professional, will put the immediate needs of the Town ahead of "break time". We also ask that if you are on a break, you exercise discretion so as not to disturb others who are working. In general, we think it's important to take a midday break, so we don't encourage you to work through your lunch break. If you feel you need to do so, please get your supervisor's approval.

Attendance

Our success depends on you being where you are supposed to be, when you are supposed to be there, doing what you are supposed to be doing.

We understand that the Town of Shady Shores is only one part of your life, and sometimes you need to be away from work to attend to personal business. To accommodate this, we provide a PTO (Paid Time Off) program negotiated with each employee. Your absences from work will not be a problem if you are not exceeding the time allowed by the PTO program, and you obtain prior approval for time off so your co-workers or the Town won't be negatively impacted. If your supervisor is unable to accommodate your request, and you take the time off anyway, corrective action will be taken.

Any unplanned absences for reasons of personal or dependent's sickness or other unplanned event (example, Motor Vehicle Accident, household operational emergency, etc.) must be communicated to your supervisor (for acknowledgement prior to start of scheduled shift at work. If an unplanned early dismissal is sought after starting a shift at work, the event must also be discussed "live" (phone or in person) with your supervisor for acknowledgement prior to leaving the workplace. A follow-up email must be sent to you for inclusion into your personnel record. Any noted pattern of unplanned absences is always subject to performance review.

Remote Work Policy

I. Telecommuting

The Town considers telecommuting to be a viable, flexible work option that will help employees accomplish their work effectively without disruption to Town Services. Telecommuting may be appropriate for some employees and jobs but not for others, depending, for example, on the essential functions of the position

and the employee's experience with the Town in the particular position. Telecommuting is not an entitlement, it is not a Town wide benefit, and it in no way changes the terms and conditions of employment with the Town of Shady Shores.

A. Purpose and Scope

1. The Town considers the work alternative of telecommuting which would allow employees the ability to work from home or a remote location when it is mutually beneficial to the organization and the employee and when it complies with guidelines as set forth by the Town. Eligible employees may telecommute up to a maximum of two (2) days per workweek. More hours than that may be requested and granted on a case-by-case basis.

2. Telecommuting is not a widespread employee benefit, but an alternative method of meeting the needs of the Town. Since telecommuting is a privilege, the organization has the right to refuse to make telecommuting available to an employee and to terminate a telecommuting arrangement at any time.

3. Department Directors will contact the Human Resources Director (Town Administrator) to determine if an employee is eligible to be placed in a telecommuting assignment. Department Directors will be guided in their decision-making by their assessment of job duties that may be conducive to working remotely and operational needs assessments. All telecommuting assignments regardless of its basis must be approved by the Department Director and the Human Resources Director. Because the Town provides essential services to members of the community, there are positions at the Town that require the employee to be physically present in the workplace. Employees are not required to telecommute, and employees have the right to decline to telecommute if the option is made available to them. Employees who do choose to telecommute have the right to cease telecommuting and return to his or her former in-office work pattern at any time.

2) Individuals requesting formal telecommuting arrangements must have been employed with the Town for a minimum of six (6) consecutive months unless approved by the department's Director and the Town Administrator or Mayor. participate in a telecommuting evaluation, and not have had any disciplinary actions in the prior six (6) months.

4. Department Director's request for an employee to telecommute for more than two (2) days, will require the Town Administrator's or the Mayors approval.

B. Job Responsibilities and Regular Communication:

1. While telecommuting, employees must perform the full range of their normal job duties. Employees and supervisors should maintain communication throughout the workday, through email, by phone, video chat or other means. Employees should log in to teams and maintain communication at all times. Managers and supervisors will be expected to establish and communicate work expectations of employees working remotely, including setting work priorities, deadlines and reviewing work assignments.

2. The duties, responsibilities, and conditions of employment remain the same as if the employee was working at their regular work site. Job responsibilities, standards of performance and performance reviews remain the same as they would be if the employee was working at the regular Town work site. The employee shall comply with all Town policies and procedures while working at home or in an alternate location.

3. Supervisors and managers should ensure that telecommuting employees meet expectations and successfully execute their job duties. Supervisors and managers shall ensure that productivity and service quality is maintained while employees are telecommuting.

4. Departmental requirements take precedence over the schedule and telecommuting arrangements specified in the Telecommuting Agreement if there is a scheduling conflict. Management will provide the employee with advance notice, if at all possible, when flextime schedules or telecommuting must be curtailed. Employees are required to report to the office when requested.

5. 4) Any telecommuting arrangement made will be on a trial basis for the first three (3) months, may be discontinued at any time at the request of either the telecommuter or the organization and will be reviewed in the performance review.

C. Work Schedules and Time Worked.

1. Telecommuting employees must coordinate with their supervisor the set hours that will be devoted to performing their work. Start and end times for telecommuting employees should be communicated in advance and should be consistent from day-to-day, as much as possible. As approved by the employee's supervisor, an employee's start time and end time may be permitted to be different from the employee's normal hours when working on-site.

2. Employees who are not exempt from overtime requirements under the Fair Labor Standards Act (FLSA) will be required to accurately record all hours worked. Employees should coordinate with their supervisor for any periods of time during the workday when they will not be working. Any overtime must be authorized in advance by the employee's supervisor.

3. Employees exempt from FLSA should record any full-day absences with paid leave on the bi-weekly timesheet in accordance with normal protocols. D. Equipment and Tech Support.

1. Electronic equipment needed for employees to telecommute will be supplied by the Town to the extent resources are available. In certain circumstances and/or if sufficient resources are not available, employees may be required to use their personal phones, computers, or other equipment. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The Town accepts no responsibility for damage or repairs to employee-owned equipment and reserves the right to make determinations as to appropriate equipment, subject to change at any time.
2. The employee must sign inventory Telecommuting Assignment Form (or have authorized equipment authorized to them) with an inventory of the Town property authorized for telecommuting use and thereby agree to take appropriate action to protect the items from damage or theft. Exhibit B

D. Security

1. Consistent with the Town's expectations of information security for employees working at the office, telecommuting employees are expected to ensure the protection of Town information accessible from their home office and abide by applicable Town policies to that effect. Necessary security steps include appropriate network security measures, regular password maintenance, and any other measures appropriate for the job and the environment.

F. Safety 1. Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties may be covered by Workers' Compensation. Telecommuting employees are responsible for notifying their supervisor of such injuries within 24 hours of the incident. The Town assumes no liability for injuries that occur outside the performance of the employee's duties and/or outside the employee's scheduled telecommuting hours.

2. Employees are prohibited from having in-person meetings regarding Town business in their homes. Rather, employees shall opt to use video or phone conferencing. The Town will not be liable for any injuries sustained by visitors to an employee's home worksite

2. The Town will provide employees with appropriate office supplies (pens, paper, etc.) as deemed necessary. Telecommuting employees will establish an appropriate work environment within the remote workspace including but not limited to desk, tabletop, or other location that provides optimal work productivity. Given the nature of this program, employees are not expected to purchase furniture or equipment to arrange a home workspace.

E-mail and Voice Mail

E-mail and voice mail are both used regularly at the Town of Shady Shores. Both should be accessed on a regular basis and responded to promptly. Our commitment is that voice mails and e-mails from citizens be returned no later than the next business day.

Your outgoing voice mail message should be recorded in a professional manner. If you are going to be out of the office or unable to check your voice mail, you should update your message so callers will know. When leaving voice mail messages for other people, keep your messages concise and clear, defining the reason for the call and the information needed or provided. Following these simple guidelines will make sure that your message gets across, both internally and externally.

When communicating by email, please follow these guidelines:

- ◆ Don't criticize our citizens or employees or contractors.
- ◆ Don't use profanity.
- ◆ No name calling.
- ◆ No racist or sexist remarks, or derogatory remarks that are targeted to an individual or one group of people.
- ◆ Limit your correspondence to business-related issues; systemwide messages should not be used for personal business or issues and should be limited to business issues related to the Town of Shady Shores as a whole. Email communications could be subject to the Open Records Act.

Please recognize that not all of your audience is like you and this diversity is what makes the Town successful and a great place to work. Everyone needs to be able to work freely without offensive, derogatory or humiliating communication. These guidelines explain the way we do business. We expect you to follow them.

Internet

We provide access to the Internet for business purposes during the workday. The guidelines listed below should be used when utilizing the Internet:

- ◆ Personal Internet use must be restricted to non-work hours, including before or after your normally defined work hours, breaks, or in your lunch hour.
- ◆ Our Internet system may NEVER be used to review any racially or sexual oriented information.
- ◆ E-mail or postings should follow the guidelines above.
- ◆ All social media communications must adhere to the “Social Media” policy.

All Hardware and Software systems used in e-mail, voice mail and for internet access are the property of the Town. We reserve the right to periodically monitor the Hardware and Software archives to ensure appropriate usage. Your supervisor will determine the appropriate use for your particular job. All information exchanges, including, but not limited to e-mail, are the property of the Town of Shady Shores.

Software

We respect the rights of businesses to receive fair compensation for their products, and we are committed to the proper use of software and of licensing agreements. Any software you are using to conduct town business must have the proper licensing. Unless expressly authorized by the software developer, neither the town nor you have the right to duplicate the software or the documentation. And, to maintain optimum operation of our computer systems, please don't load any software on your computer without first gaining written permission from your supervisor.

Cell Phones

We recognize that many employees have personal cell phones that they bring to work, and depending upon their job description, some employees may have cell phones provided by the Town. The use of cell phones must not interfere with job duties or work performance. Employees with Town issued cell phones shall not create additional expense to the town through personal use of the phone. Should this occur, you will be required to repay these expenses to the Town.

What to Wear to Work

Your personal appearance is directly related to the atmosphere of the Town of Shady Shores. While we don't believe that having "fashion police" is necessary, it is important everyone maintain the highest standards of personal grooming and dress for work in a manner that:

- ◆ Reflects an image of professionalism to our citizens.
- ◆ Is not distracting to or disrespectful to other employees.

It is important that we have a professional atmosphere that is conducive to offering the best service to our citizens while providing a productive and fun environment to work in.

Town Hall Appearance

Your work area is to be maintained in a neat and orderly manner. If you routinely ride/drive in a Town vehicle, please apply the same standards. Items in your work area or vehicle should not be offensive to co-workers or citizens or promote political or personal agendas.

Work Behavior

We believe in a high standard of professionalism. While we operate in a fast paced, flexible and somewhat casual environment, we still believe in professional work behaviors. This applies when you are in a Town Hall, with citizens and at Town sponsored events. Additionally, it is required that work production is always personally reviewed for accuracy prior to submission to the Mayor/Town Council/other Town representatives, and that all deadlines are met.

Corrective Action

You can't fix what you don't know is broken. In most cases, your supervisor will discuss performance problems with you, give you suggestions on how to correct them, and give you the chance to fix it. What you do is up to you.

1. The first step of our corrective action process is a discussion between you and your supervisor. This discussion may be recapped in writing and kept in your personnel file.
2. If, after this discussion, the issue is not resolved, another discussion could occur. This discussion will be recapped in writing. The purpose of this discussion and written recap is to inform you that the issue has not been corrected, reiterate the standard that must be met and inform you of consequences if the problem is not resolved, or performance does not improve. This notice will be maintained in your personnel file.
3. If the problem or performance issue is not corrected, the final step in the process is termination of your employment.

The Town Council should be notified before any written correction action is taken.

Certain behaviors are not tolerated and may result in immediate termination of employment. The list below provides typical examples but is not all-inclusive.

- 1) **Exhibiting rude or inappropriate behavior to citizens or employees**
- 2) **Theft of town, resident or employee property, or mishandling the Town cash or credit**
- 3) **Harassment or intimidation of any employee, contractor or resident**
- 4) **Possessing weapons in the workplace, or acting violent in the workplace**
- 5) **Refusing direction from your manager, or "willful neglect of duty"**
- 6) **Falsifying expense reports, time records, your employment records including the employment application or resume, and other the Town of Shady Shores data.**
- 7) **Disclosing confidential resident, Town or employee information, except in the case of a Public Information Act request.**
- 8) **Conviction of a crime of a nature that could pose a risk to Town employees or citizens.**
- 9) **Disregard of Town policies and guidelines, including, but not limited to working under the influence of drugs or alcohol, no call/no show, using e-mail or the Internet in an inappropriate manner or disrupting the workplace**

This process does not alter the basic employment-at-will policy, which allows you or the Town of Shady Shores to terminate employment at any time, with or without cause or notice.

References

If you are asked for a reference on a current or past employee, please leave this responsibility to your supervisor to limit your (and our) liability and/or legal exposure. The Town will only provide information on hire dates, termination date and position held. If you need employment verification for lending institutions or other reasons, your supervisor will respond, in writing, when you give your consent.

Work Relationships

We don't hire relatives, or a person with whom you have a "family" type relationship.

Exceptions to this policy may be made for temporary positions, summer employment and internships. If two employees in a supervisor/subordinate work relationship enter into a personal, non-work-related relationship, one or both employees may have to transfer to another position or leave Town employment.

Inclement Weather

We will normally conduct business during adverse weather conditions. If the Denton schools are closed, Town Hall should be closed. If the weather is so extreme that good judgment dictates Town Hall should be closed, you will be contacted by 7:30 am to let you know not to come in. In the event Town Hall will be closed for more than one day, employees should watch weather conditions and be prepared to work from home. Should you choose not to work from home you may use PTO to cover your absence.

If Town Hall is open, but you believe coming to work is unsafe, please do not put yourself at risk. You can use your PTO to cover your absence. If your PTO balance has been exhausted, the time will be unpaid, but the absence will be excused.

Personnel File Access

We maintain work-related records of all employees. This file includes your employment application, resume, training records, performance evaluations, salary increases and other necessary employment records. These records are the confidential property of the Town of Shady Shores and will not be released to anyone except as required by law.

Only Town employees with a legitimate reason to do so may review an employee file. While you are an employee of the Town, you may review your file at reasonable times and intervals and may request in writing that the file information be corrected if inaccurate or supplemented if incomplete. You may have a copy of any form contained in your file, after providing a written request for same.

If you have any changes to the personal information in your file, such as address, telephone number, emergency contact, marital status, etc., please submit these changes to your supervisor.

Use of Vehicles on Town Business

If you drive your own vehicle or a Town vehicle on the Town business, you must maintain a valid driver's license. You should carry insurance on your personal vehicle if you are using it for the Town of Shady Shores business.

If driving is a job requirement for your position, you must have a valid Texas drivers' license, and must maintain a safe driving record. Should you be convicted of a DUI, or receive deferred adjudication for a DUI, you may not drive a town vehicle in violation of any court order, and you must comply with the terms of the court order. The Town will consider if accommodation can be made in your position during this time. If accommodation cannot be made in your job, you will be terminated. A second DUI in a 5-year period will result in immediate termination.

Should you receive a moving violation conviction that brings your total of violations to 3 or more in any previous twelve-month period you may not drive a town vehicle until the number in a twelve-month period is reduced below three. The Town will consider if accommodation can be made in your position during this time. If accommodation cannot be made in your job, you will be terminated.

Driving records may be periodically accessed by your supervisor to ensure that you meet the requirements. Should something occur, that would jeopardize your ability to drive for your job, you must inform your supervisor immediately. If you do not do so, you could be terminated once the offense is discovered. And should you have any accidents or violations while driving a Town vehicle, you must also inform your supervisor immediately.

Expense Guidelines

If you need to spend your own money on Town business, first get your supervisor's approval. To be reimbursed for approved expenses, complete an expense report form in its entirety and attach all receipts. If you do not turn in your reimbursement request within 30 days of incurring the expense, you will not receive reimbursement unless an extension is given by the mayor.

The Town of Shady Shores is tax exempt, please check with the Town Financial Officer prior to making a purchase. In most instances you can be provided with a tax exempt certificate or you will be directed to a n organization that has the Town's tax-exempt status on file. The Town will not reimburse the sales tax paid by an employee.

Total Compensation

We believe in a total compensation policy that combines salary and benefits together to recognize and reward contributions to the Town of Shady Shores.

We believe in hiring and retaining the best people and encourage performance beyond expectations to assist in achievement of the Town of Shady Shores goals.

Performance Appraisals

At the Town of Shady Shores, we take goals very seriously. We recommend that you establish goals with your supervisor. Once your goals have been set, you should constantly monitor your performance against those goals. If there are things getting in the way of your meeting your goals, you should talk to your supervisor (.

After your initial three month probationary performance review, your performance will be reviewed annually in conjunction with the annual budgeting process. This process will give you and your supervisor the chance to talk about performance and work and career goals.

Your supervisor will review your performance against pre-defined standards and goals and may ask you to complete a self-appraisal. Your manager will then discuss your performance with you, and you will have the opportunity for feedback. The appraisal will become a part of your permanent record, and you may have a copy. Should you wish to write a response to your appraisal, you may do so for inclusion in your file.

Please don't discuss performance problems with your co-workers. Remember that Open Door process is the proper outlet for problem resolution. Discussing problems inappropriately could result in corrective action.

Longevity Pay

General. The Town awards longevity pay to all full-time employees who meet the guidelines outlined below.

Longevity pay is to acknowledge and reward long service of employees.

Eligibility. Regular full-time employees who have been employed with the Town for twelve (12) consecutive months as of December 31, each year are eligible to receive longevity pay. Employees must be employed by the Town at the time longevity pay is awarded to be eligible.

Conversion from Temporary, Seasonal, or Part-time Status to Regular Full-time Status. An Employee who began his or her employment with the Town as a temporary, seasonal or part-time employee but is currently in a regular full-time position, the longevity calculation shall be based on the date the employee moved into a regular, full-time position.

Calculation and Payment of Longevity Pay. Longevity pay will be paid to each eligible employee for each full month of full-time service employed through December 31 each year. Employees with 12-59 months of service will receive \$5 per month of service; employees with 60-179 months of service will receive \$6 per month of service; and employees with 180 or more months of service will receive \$7 per month of service. Longevity pay will be paid in the first paycheck in December, unless otherwise authorized by the Town Administrator. Time worked for the Town that is not consecutive will not be included in the calculation.

Example: Dan started working for the Town on February 10, 2014. On his first paycheck in December 2016 he will receive longevity pay in the amount of \$170.00 (10

months in 2014 (March to December),
12 months in 2015, and 12 months in 2016 equal to 34 months. 34 months X \$5 = \$170).
Example: Sally started working for the Town on February 10, 2010. On her first
paycheck in December 2016 she will receive longevity pay in the amount of \$574 (10
months in 2010, 12 months in 2011, 2012,
2013, 2014, 2015, and 2016 for a total of equal to 82 months. 82 months X \$7 = \$574).

Retirement. Longevity pay will be extended on a pro-rated basis to employees who retire from Town employment under the Town sponsored program (Texas Municipal Retirement System) And who immediately begins to receive retirement payments and is otherwise eligible for longevity pay but retires prior to the annual payment of the benefit.

Maximum Payment. The maximum amount of longevity payment shall not exceed \$2,100 or three hundred (300) months (25 years x 12 months) of service.

Salary Increases

Within the Town, we subscribe to a merit increase philosophy. We believe in paying people at the appropriate rate for the job, consistent with other similar positions in the area, but recognize top performance by increased compensation. Your annual performance will be evaluated, and any increases to be paid will be based on that performance. When increases are recommended, they are based on personal performance, achievement of goals, and the amount of time since your last increase. Annual increases are not guaranteed. Increases are generally awarded in October, consistent with the beginning of the new fiscal year.

Salaries, increases and compensation plans should be kept confidential.

Paydays and Paychecks

Payroll is every other Friday, for the pay period ending the previous Friday. If payday falls on a holiday, you will be paid on the working day before payday. Your paycheck contains several pieces of information:

- ◆ Federal income tax, mandated by the government. The amount withheld is based on your income and the exemptions you claim on your W-4.
- ◆ TMRS or Social Security and Medicare provide disability, old age and survivors benefits and are based on your income. The amount withheld is matched by the Town of Shady Shores.
- ◆ Voluntary deductions, such as insurance.
- ◆ Garnishments: You may be liable for garnishments for bankruptcy, IRS fees, child support payments or liens.

The Town of Shady Shores does not provide advances of paychecks or loans.

On Call- Emergency Call Back

An emergency call-back is defined as an unscheduled request made by an appropriate management official for an employee to return to work to do unforeseen or emergency work after leaving the building or work location at the end of their regular shift and before the beginning of their next regularly scheduled shift. An employee who is called back to work outside his or her normal work schedule shall be paid for the time worked or a minimum of two hours, whichever is greater. Time worked during an emergency call-back will be calculated at the employee's regular rate of pay. If an employee is called back to work, they will be paid for travel time. Overtime compensation is applicable only when total hours worked exceed the regular full-time work cycle. Emergency call-backs that occur during paid holiday leave will be considered overtime.

Overtime Pay

If you are a non-exempt employee, you will receive overtime or compensatory pay for all time worked over 40 hours in a week; however, all overtime must be approved in advance. Should you work up to four hours extra in any given week, you may work with your supervisor to adjust your schedule by that same number of hours on another day in that week, under our Flex-Schedule program. Should you work more than four hours of overtime, you, and your supervisor will determine if you will take Compensatory time at one and a half times your regular rate or be paid overtime. Compensatory time will not accrue beyond 40 hours.

Holidays a PTO, jury duty, funeral pay, and other non-productive work time are not used in the calculation of overtime.

Your supervisor must approve all overtime in advance.

Insurance Programs

The Town provides health insurance to regular full-time employees at 100%. A basic life insurance policy in the amount of 15,000 is also provided to each employee, covered through the town's health care benefits. Employees may elect to purchase additional insurance such as dependent health care, dental, vision and additional life insurance for themselves and their dependents. The town will review its renewal rates each year.

Retirement Program

The Town participates in the Texas Municipal Retirement System (TMRS), which provides retirement benefits to eligible employees. A deduction from your gross salary is supplemented by a 8% two-to-one matching contribution by the Town. Employees who are in positions that do not normally require at least 1,000 hours of service annually are not eligible to participate in TMRS and are required to participate in social security. All employees participate in the Social Security and Medicare Program.

Paid Time Off (PTO)

As much as we hope you enjoy being at work, we also think that you value your time away from work.

Employees are to Accrue Paid Time Off (“PTO”) hours at the following rates of accrual:

- Tenure years 1 through 5 @ 2 weeks of accrual.
- Tenure years 5 through 10 @ 3 weeks of accrual.
- Tenure years 10+ @ 4 weeks of accrual.
- Since the Town of Shady Shores manages its payroll as 26 discreet pay periods, the following accrual rates then apply,
 - Tenure years 1 through 5 @ 3.07 hours/pay period.
 - Tenure years 5 through 10 @ 4.62 hours/pay period.
 - Tenure years 10+ @ 6.15 hours/pay period.
- New Employees are not allowed to take any PTO until they have successfully completed 6 months of employment.
- *Employees are allowed to carry over a maximum of 2 weeks of unused PTO leave into the following fiscal year. Any amount of unused leave in excess of 80 hours is determined to be expired.*
- Approved Vacation and Sick time taken both erode this “PTO” accrual.
- Regular Part-Time Employees working 30 hours per week may accrue 60 PTO hours per year or 2.307 hours per pay period.
- Regular Part-Time Employees may carry over a maximum of one (1) week per year.

Holidays

We observe the following holidays:

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

- ◆ Christmas Day
- ◆ Day after Christmas
- ◆ September 11

If the holiday falls on a Saturday, Town Hall will be closed on the Friday before; if it is on Sunday, we will observe the holiday on Monday. Please remember, to receive holiday pay you must work your last scheduled day before and your first scheduled day after the holiday, have pre-authorized PTO scheduled, or have a doctor's note validating the use of unscheduled PTO.

If you are a part-time employee, and the holiday falls on a day that you work, you will receive pay for that day.

Jury Duty

We know you will receive pay for your jury service, but you'll also receive your regular pay while you are on jury duty, if the service is under two weeks. Pay for absences beyond two weeks will be handled on a case-by-case basis. Please provide your supervisor with your summons before you go to jury duty and stay in daily contact for the duration of the service.

Bereavement Leave

Losses are an unfortunate part of life, and we understand how painful they can be. Family members are a spouse, child, parent, brother, sister, grandparent, grandchild, spouse's parents and step-relationships of the preceding family members.

In the event you experience the loss of an immediate family member, we will work to accommodate your needs. The Town of Shady Shores will pay up to three days bereavement leave, and additional time needed may be applied for from your PTO account, subject to approval.

Military Duty

If you are a member of the military reserves, you will be paid for up to three weeks per fiscal year to meet your annual obligation. If your reserve unit is called to active duty, your leave will be for the length of that active duty but will be unpaid beyond the three-week annual leave. While on leave, you may use your available PTO. While you are on military leave, your benefits will continue for up to 24 months. (You will continue to be responsible for your portion of the premium for leaves of 30 days or less, and for longer leaves, you will be responsible for the entire premium.) Pay and benefits return to normal when you return to work within 10 days of release from active duty, or as agreed to with your supervisor. The Town complies with all state and federal laws relating to employees in reserve or active military service and does not discriminate against employees who serve in the military.

Your Professional and Career Development

We want you to grow and expand your professional capabilities while working at the Town of Shady Shores - not only for your own satisfaction, but for the benefits you will bring to your job. Because of this, we recognize and encourage professional development opportunities for you.

Job Notification System

We believe that you need to know what is going on in the business at the Town of Shady Shores. One way to do this is to be aware of job openings within the organization; not only for you, but for people you may know who would like to work here. In general, openings will be posted on bulletin boards at Town Hall and on the Town website.

If you are interested in a position, please notify your supervisor). You will be interviewed if you meet the following requirements:

- ◆ You have the qualifications required for the position.
- ◆ Your current work assignment allows your release.
- ◆ You have been in your current position for at least 6 months.
- ◆ You have no current corrective action.
- ◆ Your current performance should be meeting standards.

If you know of someone who might be interested, please ask them to submit their resume to the appropriate department supervisor.

Travel Policy

From time-to-time employees may be required to attend conferences and training to further their educational career. In the event you wish to attend a training class or are required to attend a training class it must be first approved by your immediate supervisor.

Employees will be reimbursed for travel on a per diem method, using the GSA.gov website to determine appropriate meals, mileage and hotel reimbursements for the local area being visited. If possible, employees are encouraged to stay in the conference hotel. Employees may choose to use their own vehicle or fly, but they will be required to take the least expensive route to attend the training unless otherwise approved by the immediate supervisor.

Tuition Reimbursement

The cost of some professional certification exams may be paid "up front" by the Town of Shady Shores and should be discussed with your supervisor prior to the exam. In the event the cost of a course for certification or to pursue a degree is paid in advance of the course, the repayment plan listed below shall be in effect.

Employees are encouraged to attend training and seminars that will expand their knowledge of their job skills and be of benefit to the residents and staff of the Town of Shady Shores. Employees should submit their training requests and cost of attendance to their immediate supervisor to determine if the appropriate budget funds are available and obtain approval to attend.

Effective October 1, 2025, tuition reimbursement is intended to provide assistance to an eligible employee enrolled in coursework or certification programs that will benefit the

residents, elected officials and employees of the Town of Shady Shores, while the employee is working for the Town. Tuition reimbursement is a benefit provided to invest in the employee's professional growth and development, with the intent that the Town of Shady Shores and the employee will be the beneficiaries of that investment.

Eligibility:

All regular, full-time employees are eligible for reimbursement of tuition for an educational course that can result in a degree, certification, or licensure through an accredited educational institution for the purpose of enhancing job performance at the Town of Shady Shores. This may include both undergraduate and postgraduate degree programs, or individual coursework, so long as the program or course has relevancy to the Town of Shady Shores and the services that are offered by the town. Eligibility Requests for tuition reimbursement must meet the following guidelines:

- The course(s) or degree program must be related to the present job duties or to the duties of a different position with the Town of Shady Shores. With input from the employee, the Town of Shady Shores has the sole discretion to determine course or program eligibility.
- The course or program must be offered through a formal, accredited, institution.
- The course or degree program must be approved at least 60 days in advance of the start date by the employer's supervisor and the mayor.
- The course or degree program must be started and completed while the employee is actively working regularly scheduled hours. Employees on leave of absence are not eligible to participate until they return.
- The course must satisfactorily be completed with a "B-" grade or higher, and a "pass" (of a pass/fail system) in order to be reimbursed by the Town of Shady Shores.

Evidence, such as a transcript, of the grade achieved must be provided.

Application & Approval

To receive tuition reimbursement, employees should follow the steps listed below:

- 1) At least 60 days prior to beginning coursework, the completed Application for Tuition Reimbursement form must be submitted to the employee's supervisor for approval.
- 2) The employee must provide a course description and cost, the name of the institution, and the anticipated completion date, as part of the approval process.
- 3) Upon completion of the course/program, the employee must provide evidence of passing grade, such as a transcript, in addition to an itemized receipt documenting all expenses, to the Town Administrator.

4) Provided assignment of a grade of B- or "pass," the employee and the Town Administrator will complete a Tuition Reimbursement Payment Request form.

5) The Town Administrator will pass along the required information to payroll for processing. A check, separate from the employee's paycheck, will be issued for reimbursement.

Payment & Repayment When course/degree program eligibility has been approved by the Town Administrator and the Mayor, the employee may receive reimbursement for up to 100% of tuition, with a \$3,000 yearly maximum. This policy applies only to reimbursement for tuition, and does not cover additional educational costs, such as books or lab fees. In the case of termination of employment, either voluntarily or involuntarily, while the employee is participating in Town of Shady Shores tuition reimbursement program, the following repayment options will apply:

12 months	100 %
24 months	50 %
36 months	25%
48 months	10%

It is the Town of Shady Shores policy that employees seeking tuition reimbursement must gain approval from their direct supervisor and the Human Resources Generalist at least 60 days prior to beginning a course or degree program, that the course or program must have relevancy to the employee's current position or other positions with the Town of Shady Shores, that the employee must achieve a grade of B- or higher, or "pass," and the employee must agree to repay the to be eligible for tuition reimbursement upon termination, to be eligible for this program.

The Town of Shady Shores has the right to request proof of institutional accreditation, proof of employee grades earned, and proof of all costs associated with enrollment in coursework. The Town of Shady Shores has the right to change eligibility requirements, or cancel this program at any time, for any reason.

Rights & Responsibilities

It is the policy of the Town of Shady Shores that the employee requesting tuition reimbursement complete all required steps as listed above to receive payment in accordance with this policy.

This policy does not apply to courses that are necessary to maintain an employee's current certifications and continuing education hours.

CERTIFICATION PAY

Certification/License pay is given for the following certifications:

Certified Permit Tech \$50 monthly

OTHER CERTIFICATES

Intermediate Certificates - \$50 monthly

Advanced Certificates - \$100 monthly – (Texas Municipal Clerks Certification)

Master Certificates - \$150 monthly (Certified Public Manager, Certified Master Clerk, ICMA Public Manager)

Municipal Court

Level I - \$50 monthly

Level II - \$100 monthly

Level III - \$150 monthly

Certification pay may not be in excess of \$300 for any employee per month.

We hope that this handbook has been useful and provides you with the information or resources you will need during your career at the Town of Shady Shores. Again, welcome to the Town of Shady Shores. We are glad that you have chosen us. Best of luck in your career at the Town of Shady Shores.

Addendum's & Acknowledgements

None as of May 5, 2014
Exhibit A Employee Time Off 12/2015

Handbook Acknowledgment

I have read the Town of Shady Shores Handbook. I understand that it is a general guide to the current policies of the Town of Shady Shores and that these policies may change from time to time with or without notice. I further understand that the Town of Shady Shores requires flexibility in administration of policies; therefore, the policies stated in the handbook may not always apply. I understand that I am expected to follow all guidelines set forth, and I agree to do so. I further understand that I am an employee at will, which means that I may be terminated by the Town of Shady Shores, or I may leave of my own choice at any time, for any reason, with or without cause or notice. I understand nothing contained in this handbook modifies, changes or varies the at-will nature of my employment with the Town of Shady Shores, or creates a contract of employment for a specified period of time. I agree to adhere to the Standards of Conduct.

Signature of Employee

Date

Employee's Name (printed)

Date

PLEASE SIGN THIS FORM AND RETURN TO YOUR SUPERVISOR WITHIN ONE WEEK OF YOUR DATE OF HIRE.



DATE:	February 9, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Election Contract - Denton County- Consider and take appropriate action relative to approval of a contract with the Denton County Elections Division to conduct the May 2, 2026 General Election of City Officials.

<u>BACKGROUND/INFORMATION:</u>
<u>FINANCIAL IMPLICATIONS:</u>
<u>RECOMMENDATION/ACTION DESIRED:</u>
<u>ATTACHMENTS/SUPPORTING DOCUMENTATION:</u>
<ol style="list-style-type: none"> 1. 0526 Joint DRAFT Contract 2. 0526 Blank Signature Page for Joint Contract

REVIEWED BY:

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as “participating authority or participating authorities” located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 2, 2026 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a General or Special Election on May 2, 2026.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County’s voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

I. ADMINISTRATION

The participating authorities agree to hold a “Joint Election” with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2020 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training shall be compensated at a flat rate of \$78. Election judges and clerks that elect to complete online training shall be compensated at a rate of a flat \$50. In the event that an Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Presiding Judge in Early Voting, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Presiding Judge (\$20.73/hour), Alternate Judge (\$19.35/ hour), Clerk (\$17.97/hour)

Election Day – Presiding Judge (\$20.73/hour), Alternate Judge (\$19.35/ hour), Clerk (\$17.97/hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff are required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Section XV #9). The Elections Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (March 30, 2026) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list of candidates and/or propositions must be completed on the ballot language form provided by the Elections Administrator, the information will preferably be in sentence case format, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged with the Central Appraisal District, then the appropriate school district ballot content appearing on the ballot, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Elections Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered and determined based on the availability of the facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Section XV #9). The Elections Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the May 2, 2026 election will be as follows:

Monday, April 20; 8am – 5pm

Tuesday, April 21; No Voting – San Jacinto Day (State Holiday)

Wednesday, April 22 through Saturday, April 25; 8am – 5pm

Sunday, April 26; 11am-5pm

Monday, April 27 through Tuesday, April 28; 7am-7pm

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (i.e. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A100
Denton, TX 76208
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint an Alternate Judge and one or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator

Presiding Judge: Early Voting Ballot Board Judge
Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Elections Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and members of the general public by distribution of hard copies at the central counting station (if requested) and by posting to the Elections Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election hand recount audit required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that the Elections Administrator shall administer only the Denton County portion of those elections. On a case-by-case basis, the Elections Administrator may consider administering an entities election for portions outside of Denton County.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be determined by the Secretary of State, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location. If an entity requests an Early Voting location outside of their jurisdiction and the request is granted, the participating authority shall be responsible for an equal portion of the actual cost associated with the early voting location requested.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Final determination of Early Voting and/or Election Day locations will be confirmed by the Elections Administrator.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agrees to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, ballots, provisional ballots, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and/or fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$750 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

The fee for programming each participating authority's election will be based on the number of races within their election. The fee schedule is as follows:

Programming Fees	
Number of Races	DCEA fee
1-5	\$750.00
6-10	\$1,265.00
11-20	\$1,650.00
21-40	\$2,090.00
41-75	\$2,640.00
76-100	\$3,135.00

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments to this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.

Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$38.542
Voter Registration Clerk	\$35.140 - \$38.991
Technology Resources Coordinator	\$52.767
Elections Technician	\$34.006 - \$36.033
Voter Registration Coordinator	\$43.568
Training Coordinator	\$52.523
Election Coordinator	\$36.886

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority’s obligation under the terms of this agreement shall be calculated after the May 2, 2026 election (or runoff election, if applicable). The participating authority’s obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

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XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 9th day of January, 2026 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2026 been executed on behalf of the Town of Shady Shores pursuant to an action of the Shady Shores Town Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE TOWN OF SHADY SHORES:

APPROVED:

ATTESTED:

CINDY AUGHIBNAUGH, MAYOR

WENDY WITHERS, TOWN ADMINISTRATOR



DATE:	February 9, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	<p>Texas General Land Office Community Development and Revitalization Grant Documents- Consider and take appropriate action relative to the Community Development and Revitalization Grant (Comprehensive Planning Grant). The following items will need approval:</p> <ol style="list-style-type: none"> 1. Proclamation declaring April as low income housing month 2. Resolution regarding Civil Rights in the City of Shady Shores Texas 3. Resolution authorizing signatories

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. The following items will need to be approved, a proclamation recognizing April as low income housing month; a Resolution regarding civil rights in the Town of Shady Shores; a Resolution authorizing signatories. The grant will kick off with a staff meeting on February 12, 2026

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Item 1 Shady Shores
2. Item 2 Shady Shores
3. Item 3 Shady Shores

REVIEWED BY:

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE CITY OF SHADY SHORES DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION, (CDBG-MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 23-160-131-F509

WHEREAS, City of Shady Shores has received a Community Development Block Grant – Mitigation award to provide Planning Activities; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, City of Shady Shores acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT *Depository/ Authorized Signatories Designation Form*.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SHADY SHORES, TEXAS, AS FOLLOWS:

SECTION 1: The Mayor pro Tem and Mayor be authorized to execute contractual documents between the Texas General Land Office and the City for the Community Development Block Grant - Mitigation.

SECTION 2: The Mayor pro Tem and Mayor be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant - Mitigation.

SECTION 3: The Mayor be authorized to execute environmental review and related documents as the responsible entity (RE) for the Community Development Block Grant – Mitigation.

PASSED AND APPROVED BY THE CITY OF SHADY SHORES, TEXAS,
on _____, 2026.

APPROVED:

Mayor

ATTEST:

City Secretary



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Subrecipient:	Shady Shores	Contract Number:	23-160-131-F509
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The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Tom Newell	Cindy Aughinbaugh
Name	Name
Mayor pro Tem	Mayor
Title	Title
Signature	Signature
Name	Name
Title	Title
Signature	Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Point Bank	
Name of Lending Institution	
200 South Highway 377	
Address	
Pilot Point, TX 76258	
City, State, Zip Code	
Fund Account Number:	1099571

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Tom Newell	Cindy Aughinbaugh
Name	Name
Mayor pro Tem	Mayor
Title	Title
Signature	Signature



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Name	Name
Title	Title
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

***Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

RESOLUTION REGARDING CIVIL RIGHTS CITY OF SHADY SHORES, TEXAS

Whereas, City of Shady Shores, Texas, (hereinafter referred to as “City of Shady Shores”) has been awarded a Community Development Block Grant – Mitigation (CDBG-MIT) grant from the Texas General Land Office (hereinafter referred to as “GLO”);

Whereas, City of Shady Shores, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG-MIT activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, City of Shady Shores, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, City of Shady Shores, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG-MIT project area;

Whereas, City of Shady Shores, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State’s certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, City of Shady Shores, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with Limited English Proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG-MIT project;

Whereas, City of Shady Shores, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, City of Shady Shores, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing;

Whereas, City of Shady Shores, has designated an overseer and will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY The City of Shady Shores, TEXAS, THAT City of Shady Shores ADOPTS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures;
2. Excessive Force Policy;
3. Section 504 Policy and Grievance Procedures;
4. Code of Conduct Policy;

5. Fair Housing Policy; and
6. Section 3 Policy.

The City of Shady Shores affirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:

1. Limited English Proficiency (LEP) Standards Plan; and
2. Affirmatively Further Fair Housing

Passed and approved this _____ day of _____, 2026.

Signature of Elected Official
City of Shady Shores

Cindy Aughinbaugh
Printed Name of Elected Official

**SHADY SHORES
CITIZEN PARTICIPATION PLAN
TEXAS GENERAL LAND OFFICE (GLO)
COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT)**

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office's Community Development Block Grant – Mitigation (CDBG-MIT) and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at Shady Shores offices, 101 S Shady Shores Rd, Shady Shores, TX 76208 (Address), (940) 498-0044 (Phone), during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-MIT project.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT project(s), whether it is a proposed, ongoing, or completed CDBG-MIT project(s), may during regular business hours submit such complaint or grievance, in writing to the Town Administrator of Shady Shores at 101 S Shady Shores Rd, Shady Shores, TX 76208 or may call (940) 498-0044.
2. A copy of the complaint or grievance shall be transmitted by the Town Administrator to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Town Administrator shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-MIT for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG-MIT funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH EFFORTS

In instances of a change in scope or impact to beneficiaries that result in a 15% increase or decrease in quantities, a 25% variance in number of beneficiaries, addition or subtraction of a targeted beneficiary area, or addition or subtraction of a HUD activity, the City shall provide for reasonable public notice, appraisal, examination and comment on the activities proposed for the use of CDBG-MIT funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG-MIT funds are proposed to be used;
2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-MIT funds;
3. Furnish citizens information, including but not limited to:
 - a) the amount of CDBG-MIT funds expected to be made available
 - b) the range of activities that may be undertaken with the CDBG-MIT funds
 - c) the estimated amount of the CDBG-MIT funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons
 - d) if applicable, the proposed CDBG-MIT activities likely to result in displacement and the entity's anti-displacement and relocation plan;
4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted, or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location, or beneficiaries as defined by criteria established by the state. Additional criteria may include:
 - a) A variance in quantity (ies) by more than 15%;
 - b) A variance in total beneficiaries by more than 25%;
 - c) Addition or deletion of a defined target benefit area;
 - d) Addition or deletion of a HUD activity (ex. water improvements, sewer improvements);or
 - e) Addition of acquisition activities or activity within a floodplain or floodway
5. These outreach efforts may be accomplished through one or more of the following methods:
 - a) Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
 - b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
 - c) Posting of notice on the local entity website (if available);
 - d) Public Hearing; or
 - e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
 - i. Certified mail
 - ii. Electronic mail or fax
 - iii. First-class (regular) mail
 - iv. Personal delivery (e.g., at a Council of Governments [COG] meeting).

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by a CDBG-MIT applicant or recipient, the following public hearing provisions shall be observed:

1. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice MUST include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A published newspaper article may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two (2) days prior to each hearing.
3. When a significant number of non-English speaking residents are part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.
5. City may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.
6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

Signature

Cindy Aughinbaugh , Mayor
Name, Title

Date

**SHADY SHORES
PLAN DE PARTICIPACIÓN CIUDADANA
PROGRAMA DE RECUPERACIÓN DE DESASTRES EN ASIGNACIONES EN BLOQUES DE
DESARROLLO COMUNITARIO - MITIGACIÓN, (CDBG-MIT)**

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del La Oficina General de Tierras de Texas de Recuperación de Desastres en Asignaciones en Bloques de Desarrollo Comunitario Mitigación, (CDBG-MIT) y los requisitos del gobierno local de Texas que se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en Shady Shores, 101 S Shady Shores Rd, Shady Shores, TX 76208 (Dirección postal), (940) 498-0044, (teléfono) durante el horario de oficina.

A continuación se presentan los procedimientos formales de quejas y reclamos relacionados con los servicios prestados en el marco del proyecto CDBG-MIT.

1. Una persona que tiene una queja o reclamo sobre cualquier servicios o actividad en relación con el proyecto CDBG-MIT, ya sea un proyecto propuesto, en curso o completado de CDBG-MIT, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito al Town Administrator, a Shady Shores, 101 S Shady Shores Rd, Shady Shores, TX 76208, o por llamada al (940) 498-0044.
2. Una copia de la queja o reclamo se transmitirá por Town Administrator a la entidad que es encargada de la queja o reclamo y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que el reclamo fue recibida.
3. Town Administrator completará una investigación de la queja o reclamo, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la queja o reclamo dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de diez (10) días hábiles, la persona que hizo la queja o reclamo será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o reclamo y detallará cuando se deberá completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la CDBG-MIT para su posterior revisión y comentarios.
6. Se proporcionara copias de los procedimientos de queja y las respuestas a las quejas, tanto en inglés y español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

Cuando se solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de ingresos bajos y moderados en el desarrollo de propuestas para el uso de los fondos CDBG-MIT. la Ciudad, basándose en las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

ESFUERZOS PUBLICOS

En casos de un cambio en el alcance o impacto para los beneficiarios que resulte en un aumento o disminución del 15% en las cantidades, una variación del 25% en el número de beneficiarios, aumento o disminución de un área beneficiaria específica, o suma o resta de una actividad de HUD, la Ciudad proporcionará un aviso público razonable para la evaluación, examinación y comentarios sobre las actividades propuestas para el uso de fondos de CDBG-MIT. Estos esfuerzos incluirán:

1. Proveer y fomentar la participación ciudadana, en particularmente por personas de ingresos bajos y moderados que residen en áreas marginales o deterioradas y áreas en las cuales se proponen utilizar fondos de CDBG-MIT;
2. Asegurar que los ciudadanos tendrán acceso razonable y oportuno a las reuniones locales, información y registros relacionados con el uso propuesto y real de fondos de CDBG-MIT por parte de la entidad;
3. Proporcionar información a los ciudadanos, incluyendo pero no limitado a:
 - a) la cantidad de fondos CDBG-MIT que se espera estén disponibles
 - b) la gama de actividades que se pueden emprender con los fondos CDBG-MIT
 - c) La cantidad estimada de los fondos CDBG-MIT que se propone utilizar para actividades que cumplan el objetivo nacional de beneficio para personas de ingresos bajos y moderados
 - d) si corresponde, las actividades propuestas de CDBG-MIT que puedan resultar en desplazamiento y el plan de anti-desplazamiento y reubicación de la entidad;
4. Proporcionar a los ciudadanos un aviso anticipado razonable y la oportunidad de comentar sobre las actividades propuestas en una solicitud al estado y, para las subvenciones ya realizadas, las actividades que se proponen agregar, eliminar o cambiar sustancialmente de la aplicación de la entidad al estado. Cambios sustanciales significa cambios hechos en términos de propósito, alcance, ubicación o beneficiarios según lo definido por los criterios establecidos por el estado. Criterios adicionales pueden incluir:
 - a) Una variación en cantidad(es) de más del 15%;
 - b) Una variación en el total de beneficiarios de más del 25%;
 - c) Adición o eliminación de una zona de beneficio objetivo definida;
 - d) Adición o eliminación de una actividad de HUD (ej. mejoras del agua, mejoras de alcantarillado); o
 - e) Adición de actividades de adquisición o actividad dentro de una llanura aluvial o vía de inundación
5. Estos esfuerzos de divulgación pueden lograrse a través de uno o más de los siguientes métodos:
 - a) Publicación de un aviso en un periódico local: se puede utilizar un artículo de periódico publicado siempre que proporcione información suficiente sobre las actividades del programa y las fechas pertinentes;
 - b) Avisos destacados en edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados;
 - c) Publicación de aviso en el sitio web de la entidad local (si está disponible);
 - d) Audiencia pública; o
 - e) Notificación individual a ciudades elegibles y otras entidades según sea aplicable usando uno o más de los siguientes métodos:
 - i. Correo certificado
 - ii. Correo electrónico o fax

- iii. Correo de primera clase (regular)
- iv. Entrega personal (por ejemplo, en una reunión del Consejo de Gobiernos [COG]).

DISPOSICIONES PARA LA AUDIENCIA PÚBLICA

Para cada audiencia pública programada y conducida por un solicitante o receptor de CDBG-MIT, se observarán las siguientes disposiciones de audiencia pública:

1. El aviso público de cualquier audiencia debe ser publicado por lo menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe ser publicado en un periódico local. Cada aviso público DEBE incluir la FECHA, TIEMPO, LOCALIZACIÓN y TEMAS a ser considerados en la audiencia pública. Un artículo de periódico publicado también puede usarse para cumplir este requisito, siempre y cuando cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben ser destacados en los edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados.
2. Cada audiencia pública se celebrará en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidades. Las personas con discapacidades deben ser capaces de asistir a las audiencias y el solicitante debe hacer arreglos para las personas que requieren ayudas o servicios auxiliares si se ponen en contacto por lo menos dos días antes de cada audiencia.
3. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
4. Cuando un número significativo de residentes que no hablan inglés puede ser razonablemente esperado para participar en una audiencia pública, un intérprete debe ser presente para acomodar las necesidades de los residentes que no hablan inglés.
5. La Ciudad puede conducir una audiencia pública a través de un seminario si también siguen las disposiciones anteriores. Si el seminario web se utiliza para llevar a cabo una audiencia pública, debe ponerse a disposición de los ciudadanos un lugar físico con adaptaciones razonables asociadas para garantizar que los individuos sin la tecnología necesaria puedan participar.
6. Si es aplicable, la localidad debe conservar la documentación de los avisos de audiencia, las listas de asistencia, las actas de las audiencias y cualquier otro registro referente al uso real de los fondos por un período de tres años después del cierre del proyecto. Dichos registros deben ponerse a disposición del público de conformidad con el Capítulo 552, Código del Gobierno.

Firma

Cindy Aughinbaugh , Alcalde
Nombre, Título

Fecha

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), City of Shady Shores hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of City of Shady Shores to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations.
2. It is also the policy of City of Shady Shores to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. City of Shady Shores will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Shady Shores, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Cindy Aughinbaugh , Mayor
Name, Title

Date

Limited English Proficiency Plan – 23-160-131-F509

Texas General Land Office

Community Development Block Grant-Mitigation

Grant Subrecipient:	City of Shady Shores
Community Population:	2,802
LEP Population:	0 0%
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number 2) by more than 5% of the eligible population or beneficiaries but has 50 or less in number 3) by 1,000 or more individuals in the eligible population in the market area or among current beneficiaries	Spanish

Program activities to be accessible to LEP persons:	
<input type="checkbox"/>	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
<input type="checkbox"/>	Publications regarding CDBG-MIT application, grievance procedures, <i>complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
<input type="checkbox"/>	Other program documents: Documents available in Spanish for directly assisted beneficiaries, if applicable.

Resources available to Grant Recipient:	
<input type="checkbox"/>	Translation services: available upon request
<input type="checkbox"/>	Interpreter services: available upon request with prior notice
	Other resources: _____

Language Assistance to be provided:	
<input type="checkbox"/>	Translation (oral and/or written) of advertised notices and vital documents for: <u>Public hearing, Complaint and Grievance, Equal Opportunity, Policy of Non-discrimination Based on Disability Status and Fair Housing notices are available in Spanish. Other CDBG required program notices are available in Spanish upon request.</u>
<input type="checkbox"/>	Referrals to community liaisons proficient in the language of LEP persons <u>Spanish-speaking liaisons are available upon request.</u>
<input type="checkbox"/>	Public meetings conducted in multiple languages: <u>Available upon request with two (2) days advance notice.</u>
<input type="checkbox"/>	Notices to recipients of the availability of LEP services: <u>Included in translated notices.</u>
	Other services: _____

Signature - Chief Elected Official or Civil Rights Officer

Date

See also: http://www.lep.gov/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf

Section 504 Policy against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Shady Shores hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. City of Shady Shores does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. City of Shady Shores's recruitment materials or publications shall include a statement of this policy in 1. above.
4. City of Shady Shores shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG-MIT program, City of Shady Shores shall ensure that they are provided with the information necessary to understand and participate in the CDBG-MIT program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Shady Shores to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the Town Administrator, 101 S Shady Shores Rd, Shady Shores, TX 76208 or call (940) 498-0044, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Town Administrator. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Town Administrator, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of City of Shady Shores relating to the complaint files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to City of Shady Shores within ten (10) working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that City of Shady Shores complies with Section 504 and HUD regulations.

Signature

Cindy Aughinbaugh , Mayor
Name, Title

Date

Code of Conduct Policy of City of Shady Shores

As a Grant Recipient of a CDBG-MIT contract City of Shady Shores shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG-MIT contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of City of Shady Shores shall participate in the selection, award, or administration of a contract supported by CDBG-MIT funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of City of Shady Shores shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG-MIT funds, that has any CDBG-MIT function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the CDBG-MIT activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG-MIT awards may not participate in the selection, award, or administration of a contract supported by CDBG-MIT funding.

Any alleged violations of these standards of conduct shall be referred to the City of Shady Shores Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Signature

Cindy Aughinbaugh , Mayor
Name, Title

Date

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant – Mitigation (CDBG-MIT). The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

Fair Housing Policy

In accordance with Fair Housing Act, City of Shady Shores hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. City of Shady Shores agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. City of Shady Shores agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. City of Shady Shores will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Shady Shores, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Cindy Aughinbaugh , Mayor
Name, Title

Date

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), City of Shady Shores agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG-MIT grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG-MIT funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.
- G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Shady Shores, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Cindy Aughinbaugh , Mayor
Name, Title

Date

PROCLAMATION OF APRIL AS FAIR HOUSING MONTH

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Council of Shady Shores, do proclaim April as Fair Housing Month in City of Shady Shores and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and adopted by City of Shady Shores, State of Texas, on the _____ day of _____, 2026.

APPROVED:

Mayor

ATTEST:

City Secretary



DATE:	February 9, 2026
TO:	Town Council
FROM:	Wendy Withers, Town Administrator
SUBJECT:	Ordinance- Consider and take appropriate action relative to approval of an Ordinance providing a fee to defray costs of collecting delinquent solid waste accounts receiveable.

BACKGROUND/INFORMATION:

Approve an Ordinance authorizing the collection of delinquent solid waste fees. This item was tabled at the January 2026 Town Council meeting. This Ordinance will allow Perdue Brandon to collect delinquent fees for solid waste accounts.

FINANCIAL IMPLICATIONS:

no cost to the town, delinquent account holders may be charged an additional fee.

RECOMMENDATION/ACTION DESIRED:

Approve the Ordinance.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

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

REVIEWED BY:

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:	February 9, 2026
TO:	
FROM:	Wendy Withers, Town Administrator
SUBJECT:	1, Texas Local Government Code 551.071 Consultation with Attorney a. Pending Litigation Cause No. 26-0130-481 Christopher Britton, Mary Britton vs the Town of Shady Shores

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

