

**REGULAR COUNCIL MEETING  
JUNE 5, 2006  
MINUTES**

**1. Call to Order**

The Town Council of the Town of Shady Shores convened in a regular meeting on June 5, 2006 at 7:00 p.m., Shady Shores Community Center, 101 South Shady Shores Road, Shady Shores, Texas. Notice of the meeting was posted as required by Title 5, Chapter 551 of the Government Code. The following members were present: Mayor Olive Stephens, Mayor pro tem Nita Watkins, Councilmembers Betty Brown, Polly Carter, Charles Grimes and Jerry Williams. A quorum was present.

**2. Pledge Allegiance to the Flag.**

The Pledge of Allegiance to the United States Flag and the Texas Flag was recited by all present.

**3. Discussion and action regarding extension and modification of settlement between TXU Electric Delivery and the Steering Committee of Cities served by TXU Electric Delivery & Agreement to resolve outstanding Franchise issues. (Presentation by Andrea Sanders)**

May 8, 2006  
The Honorable Mayor Olive Stephens  
City of Shady Shores  
101 Lakeshore Road  
Shady Shores, Texas 75065

Re: Extension and Modification of Settlement Between TXU Electric Delivery and the Steering Committee of Cities Served by TXU Electric Delivery & Agreement to Resolve Outstanding Franchise Issues.

Dear Mayor Stephens,

As we told you in early January, TXU Electric Delivery Company ("Electric Delivery") and the Steering Committee of Cities Served by TXU Electric Delivery ("Steering Committee") have agreed to extend the February 22, 2005 settlement between Electric Delivery and the Steering Committee and to resolve outstanding franchise issues. Copies of the January 27, 2006 Extension and Modification of Settlement Agreement and the January 27, 2006 Agreement to Resolve Outstanding Franchise Issues take reflect those agreements between Electric Delivery and the Steering Committee are enclosed with this Letter Agreement as Enclosures 1 and 2 respectively. The purpose of this Letter Agreement is to offer your city benefits comparable to the benefits reflected in those agreements. Please note that paragraphs 5 through 7 of this Letter Agreement are available to your city only if your city also agrees to the provisions in paragraphs 1 through 4.

**Extension and Modification of Settlement Agreement**

1. In consideration for your city's continuing agreement not to intervene in or participate in any manner in any Show Cause Action or similar proceeding concerning Electric Delivery's rates initiated at the Public Utility Commission of Texas ("PUC") or in any other jurisdiction prior to July 1, 2008, Electric Delivery will make a cash payment of \$922.33 to your city on March 31, 2007, March 31, 2008 and March 31, 2009. The amounts paid under this Letter Agreement are paid solely in consideration for your city's forbearance from intervening in or participating in any manner in any Show Cause Action or similar proceeding initiated at the PUC or in any other jurisdiction against Electric Delivery and are not a rate reduction, refund, rebate, discount, preference, or privilege of any kind for services provided by Electric Delivery.
2. Electric Delivery's obligation to make the payments described in paragraph 1 ceases on (1) the date that your city intervenes in or participates in any manner in a Show Cause Action or similar proceeding concerning Electric Delivery's rates initiated at the PUC or in any other jurisdiction, (2) the date that Electric Delivery ceases to have any obligation to pay any amounts to Steering Committee under paragraph 4 of the January 27, 2006 Extension and Modification of Settlement Agreement (Enclosure1), or (3) the date that the tariff's approved in Electric Delivery's next system-wide rate case at the PUC or in a city rate inquiry become effective on a temporary or permanent basis ("Termination Date"); provided, however, in the year the new tariffs become effective, the annual payment shall be prorated until the Termination Date.
3. Electric Delivery and the Steering Committee have also agreed in the January 27, 2006 Extension and Modification of Settlement Agreement (Enclosure 1) to pursue discussions concerning various subjects. Any improved processes or revised tariffs that result from that agreement will be made available to and will be applicable to your city.
4. Electric Deliver also agrees to pay your city \$4,492.37 for beneficial public use 45 days after Electric Delivery receives an executed original of this Letter Agreement. Electric Delivery also agrees to pay your city \$4,492.37 for beneficial public use on March 31, 2007. Your city agrees to apply both of these amounts for beneficial public use. The determination of what activities are beneficial to the public is within the discretion of your city. Those activities include, but are not limited to, energy education for citizens, reductions in rates for city services, investments in community facilities, and investments in energy efficiency measures.

**Agreement to Resolve Outstanding Franchise Issues**

5. As described in the enclosed January 27, 2006 Agreement to Resolve Outstanding Franchise Issues (Enclosure2), to Recognize the increasing cost and complexity of managing utilities in public rights-of-way, Electric Delivery agrees to increase the franchise fee factor for your city effective January 1, 2006 by 2%. Electric Delivery will also increase the franchise fee factor for your city an additional 1% on January 1, 2007, on January 1, 2008, and on January 1, 2009, for a total potential increase of 5% above the franchise fee factor in effect on December 31, 2005. Electric Delivery's obligation to increase its franchise fee payments to reflect the increased franchise fee factors described in this paragraph ceases on the date upon which: (1) Electric Delivery is called in for a rate case by any municipality; (2) a proceeding concerning Electric Delivery's rates is initiated under Subchapters C or D of the Public Utility regulatory Act, Tex. Util. Code Title 2,

- (“PURA”) Chapter 36; (3) a proceeding affecting Electric Delivery’s rates initiated as a result of a settlement; or (4) legislation becomes effective that modifies the franchise fee authorized by the PURA.
6. Your city’s acceptance of paragraphs 5 through 7 of this Letter Agreement signifies its agreement that if the PUC denies recovery in Electric Delivery’s rates of the fees associated with the increased franchise fee factors described in paragraph 5, then the franchise fee factor in your city immediately reverts to the franchise fee factor in effect in your city on December 31, 2005, Electric Delivery will not seek to impose a refund or credit obligation on your city for franchise fees already paid under the increased franchise fee factors.
  7. If your city receives its annual franchise fee payments from Electric Delivery on a prospective basis and your city would like to instead receive those prospective franchise fee payments on a quarterly basis, then Electric Delivery agrees to amend your existing franchise agreement in a manner that is consistent with paragraph 5 of the enclosed January 27, 2006 Agreement to Resolve Outstanding Franchise Issues (Enclosure2). The cities who are not members of the Steering Committee who are eligible to choose this option are listed on Attachment 1 to this Letter Agreement. If your city is not listed on Attachment 1 to this Letter, then your city is not eligible to choose the option described in this paragraph.
- Execution Instruction**
8. If your city agrees to the provision of paragraphs 1 through 4 of this Letter Agreement please have a properly authorized Representative of your city sign in the first space reflected below and return the executed original to the undersigned.
  9. If your city agrees to the provisions in paragraphs 1 through 4, then your city may also agree to the provisions in paragraph 5 through 7 by having a properly authorized representative of your city sign in the second space reflected below and returning the fully executed original to the undersigned.
  10. The offers reflected in this Letter Agreement expire on July 1, 2006.

Sincerely ,

Andrea Sanders

After a presentation by Andrea Sanders, representing TXU, Nita Watkins made a motion to approve the settlement agreement. Seconded by Betty Brown.

**For: Unanimous The motion carried 5-0**

**4. Discussion and action to reconsider maintenance/repairs on Berry Lane. (Presentation by Town Engineer, Mike Saunders)**

Vickie DeLong spoke on the item.

Town Engineer, Mike Saunders make a presentation. After checking with two different contractors, they said it would not be a good item to fill the pot holes with the type of fill the previous council voted to do. Also the amount of funds is not sufficient. Polly Carter made a motion to fill the potholes on Berry Lane with road base and to be handled by the regular maintenance crew. Seconded by Nita Watkins.

**For: Unanimous The motion carried 5-0**

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**5. Discussion and action to participate/sponsor the 4<sup>th</sup> of July Celebration display at City Park in Lake Dallas. (Presentation by a representative of Lake Dallas)**

Presentation by Holly D. Trivitt, Special Events Coordinator for Lake Dallas. Betty Brown made a motion to approve \$1,800.00. Seconded by Jerry Williams with discussion

**For: Betty Brown Opposed: Carter, Grimes, Watkins, Williams**

**Motion failed.**

Polly Carter made a motion to approve \$1,000 and make this a budget item for next year. Seconded by Betty Brown.

**For: Brown, Carter, Grimes, Watkins Opposed: Williams**

**The motion carried 4-1**

**6. Discussion and action regarding 2006 Interlocal Agreements with Denton County for Property Tax Collection.**

**To:** Tax jurisdictions served by the Denton County Tax Office

**From:** Steve Mossman

**Date:** May 1, 2006

**Subject:** 2006 Interlocal Agreements for Property Tax Collection

Enclosed are two (2) copies of the 2006 Interlocal Agreements for Property Tax Collection, This agreement is substantially the same as it has been for several years.

There are two (2) significant changes in this year’s Interlocal Agreement.

The first is the inclusion of the paragraph relating to Property Tax Code, Section 33.11. This deals with the February notice on Personal Business Property and Manufactured Housing tax accounts. The wording mirrors the wording for Section 33.07, for May delinquent tax notices. This is detailed in Section VII, Paragraph 3.

The second change is related to the charges for collection. In order to avoid major/sudden cost adjustments for property tax collections the Commissioners’ Court has asked for an annual review of the cost justifications. Following this annual review the per statement (parcel), per October, February and May statement will increase from \$.65 (sixty-five cents) to \$.67 (sixty-seven cents) in each jurisdiction. This is detailed in Section II, Paragraph 7 and Section VII, Paragraph 1.

Please review the Agreement and present it as an agenda item to the Council or Board at the next regular meeting for approval. The Agreements are needed

back in the Tax Office by June 9, 2006. Both copies of the Agreement must be signed and returned to the Tax Office at the address above.

The Tax Office staff appreciates your continued confidence and trust.

### **INTELOCAL COOPERATION AGREEMENT – TAX COLLECTION**

**THIS AGREEMENT** is made and entered into this 5th day of June 2006, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the **TOWN OF SHADY SHORES**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

**WHEREAS**, **COUNTY** and **MUNICIPALITY** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation's Act, and V.T. C.A. Tax Code, Section 6.24; and

**WHEREAS**, **MUNICIPALITY** has the authority to contact with the **COUNTY** for the **COUNTY** to act as Tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act;

**NOW THEREFORE**, **COUNTY** and **MUNICIPALITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

#### **I**

The effective date of this Agreement shall be the 1<sup>st</sup> day of October, 2006. The term of this Agreement shall be for a period of one year, from October 1, 2006, to and through September 30, 2007. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the initial term of the Agreement.

#### **II**

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability or national origin:

1. **COUNTY**, by and through its duly elected tax assessor-collector, shall serve as tax assessor-collector for **MUNICIPALITY** for ad valorem tax collection for tax year 2006, and each tax year for the duration of this Agreement. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.
2. **COUNTY** agrees to prepare and mail all tax statements; provide monthly collection reports to **MUNICIPALITY**; prepare tax Certificates; develop and maintain both current and delinquent tax rolls; meet the requirements of Section 26.04 of the Texas Tax Code; and to develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.
3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY** and that such calculations will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A. Tax Code. It is understood and agreed by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY'S** billing address to the newspaper publishing the effective and rollback tax rates.
4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate, or more than three percent (3%) above the effective tax rate, whichever is lower, (or other limits required by current legislation) the required publication of quarter-page notices shall be the responsibility of **MUNICIPALITY**.
5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.
6. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.
7. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.
8. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the Tax Assessor/Collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.
9. **COUNTY** agrees that it will place quarter-page advertisements in newspapers serving Denton County in January, 2007, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2007. The advertisements will be printed two times in each paper between January 5<sup>th</sup> and January 25<sup>th</sup>. Delinquent tax statements itemizing all taxes due per property account will be mailed in February per V.T.C.A., Tax Code, Section 33.11 and in May per V. T.C.A., Tax Code, Section 33.07. **MUNICIPALITY** will pay Sixty-Seven ( \$.67) for each delinquent tax statement. The statements will be mailed on or about May 1<sup>st</sup>.
10. **COUNTY** agrees that it will fax, mail or post to a secure website collection reports to **MUNICIPALITY** listing current taxes, Delinquent taxes, penalties and interest on a daily basis between October 1, 2006 and March 31, 2007 and on a weekly basis between April 1, 2007 and September 30, 2007; provide monthly Maintenance and Operation (hereinafter referred to as "MO"), and Interest and Sinking (hereinafter referred to as "IS") collection reports; provided monthly recap reports; and provide monthly attorney fee collection reports.
11. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

#### **III.**

**COUNTY** hereby designates the Denton County Tax Assessor/Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

#### **IV.**

COUNTY accepts responsibility for the acts, negligence, and/or omissions of all COUNTY employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with COUNTY to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all MUNICIPALITY employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with MUNICIPALITY to the extent allowed by law.

VI.

MUNICIPALITY, understands and agrees that MUNICIPALITY, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of COUNTY. COUNTY understands and agrees that COUNTY, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of MUNICIPALITY.

VII.

For the services rendered during the 2006 tax year, MUNICIPALITY agrees to pay COUNTY for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed on or about October 20<sup>th</sup>. This requirement will be deemed to have been met if the tax statement bears a postmark of not later than October 24<sup>th</sup>. The fee for this service will be Sixty-Seven Cents (\$.67) per statement. If MUNICIPALITY does not adopt a tax rate before September 29, 2006, the tax rate for MUNICIPALITY will be set at the lower of the effective tax rate calculated for that year or the tax rate adopted by MUNICIPALITY for the preceding tax year. Before the fifth day after establishment of a tax rate under this provision, MUNICIPALITY must ratify the applicable tax rate in the manner required by Article 26.05(b) of the Texas Tax Code.
2. An additional notice will be sent during the month of March following the initial mailing provided that MUNICIPALITY has requested such a notice on or before February 28<sup>th</sup>. The fee for this service will be charged at the existing first class letter rate set by the United States Postal Service (currently \$.39) plus a \$.05 processing fee per statement.
3. At least 30 days, but no more that 60 days, prior to April 1<sup>st</sup>, and following the initial mailing, a statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed. The fee for this service will be Sixty-Seven Cents (\$.67) per statement.
4. At least 30 days, but no more that 60 days, prior to July 1<sup>st</sup>, and following the initial mailing, a statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed. The fee for this service will be Sixty-Seven Cents (\$.67) per statement (see Part II, paragraph 7)
5. In the event of a successful rollback election which takes place after tax bills for MUNICIPALITY have been mailed, MUNICIPALITY agrees to pay COUNTY a programming charge of \$1,000.00 and an additional postage charge at the first class letter rate (currently \$.39) plus a \$.05 processing fee per statement to comply with Property Tax Code Section 26.07 (f) and (g). Property Tax Code Section 26.07 requires refunds to be sent to those taxpayers who have already paid and requires a corrected statement to be sent to those taxpayers who have not yet paid their taxes.
6. MUNICIPALITY understands and agrees that COUNTY will bill MUNICIPALITY following each mailing for which charges are Permitted. Payment is due upon receipt of the statement.
7. MUNICIPALITY further understands and agrees that COUNTY (at its sole discretion) may increase or decrease the amounts charged to MUNICIPALITY for an renewal year of this Agreement, provided that COUNTY gives written notice to MUNICIPALITY sixty (60) days prior to the expiration date of the initial term of the Agreement.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on MUNICIPALITY'S behalf and to deposit such funds into the MUNICIPALITY'S depositories as designated:

1. For deposits of tax, penalties, and interest, payment shall be wire transfer or by check sent by mail to MUNICIPALITY'S accounts only, and segregated into the appropriate MO and IS accounts.
2. If MUNICIPALITY uses the same depository as COUNTY, the deposits of tax, penalty and interest shall be by deposit transfer.
3. In anticipation of renewal of this Agreement, COUNTY further agrees that from October 1, 2006 through march 31, 2007, deposits will be made daily and from April 1, 2007, through September 30, 2007, deposits will be made weekly. For end of month reporting, there will be a deposit made at the end of each month. It is expressly understood, however, that this obligation of COUNTY shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

IX.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. COUNTY shall be obligated to provide services pursuant to this Agreement, during such period.

X.

This Agreement represents the entire agreement between MUNICIPALITY and COUNTY and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both MUNICIPALITY and COUNTY or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**  
County Judge of Denton County  
110 West Hickory  
Denton, Texas 76201  
Telephone (940) 349-2820

**MUNICIPALITY**  
The Town of Shady Shores  
P.O. Box 362  
Lake Dallas, Texas 75065  
Telephone: (940) 498-0048  
Contact: Olive Stephens, MAYOR OLIVE STEPHEN

Polly Carter made a motion to accept the Interlocal Agreement Contract with Denton County for Property Tax Collection. Seconded by Nita Watkins.

**For: Unanimous The motion carried 5-0**

**7. Discussion and action regarding the Denco Area 9-1-1 District Fiscal Year 2007 Financial Plan.**

**RESOLUTION NO. 670**

**A RESOLUTION APPROVING THE FISCAL YEAR 2006-2007 FINANCIAL PLAN OF THE DENCO AREA 9-1-1 DISTRICT, PURSUANT TO THE TEXAS HEALTH AND SAFETY CODE, CHAPTER 772, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Council of the Town of Shady Shores has been presented the Fiscal Year 2006-2007 Financial Plan of the Denco Area 9-1-1 District for approval, in accordance with Section 772.309 Texas Health and Safety Code, as amended:

**NOW, THEREFORE, THE COUNCIL OF THE TOWN OF SHADY SHORES HEREBY RESOLVES:**

**SECTION 1.** That the Town of Shady Shores hereby approves the financial plan.

**SECTION 2.** That this resolution shall become effective immediately from and after its passage.

**PASSED AND APPROVED** this 5<sup>th</sup> day of June, 2006.

Betty Brown made a motion to adopt Resolution No. 670 approving the fiscal year 2006-2007 financial Plan of the Denco Area 9-1-1 District. Seconded by Nita Watkins.

**For: Unanimous                      The motion carried 5-0**

**8. Discussion and action regarding appointment to the Denco Area 9-1-1 District Board of Managers.**

**RESOLUTION NO. 671**

**A RESOLUTION NOMINATING ONE MEMBER TO THE BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT**

**WHEREAS**, Section 772, Health and Safety provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District:

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

**SECTION 1.**

The Town of Shady Shores hereby nominates **HARLAN JEFFERSON** as a member of the Board of Managers for the Denco, Area 9-1-1 Emergency Communications District.

**SECTION 2.**

That this resolution shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED** this the 5<sup>th</sup> day of June 2006.

Betty Brown made a motion to nominate Harlan Jefferson to the Denco Area 9-1-1 Board of Managers by adopting Resolution No. 671. Seconded by Jerry Williams.

**For: Unanimous                      The motion carried 5-0**

**9. Discussion and action regarding changing the regular meeting date in July 2006.**

Jerry Williams made a motion to change the regular meeting date in July to July 10, 2006 because of the Fourth of July holiday. Seconded by Nita Watkins.

**For: Unanimous                      The motion carried 5-0**

**10. Discussion and action regarding the adoption of a budget amendment ordinance.**

Polly Carter made a motion to table this item. Seconded by Nita Watkins.

**For: Unanimous                      The motion carried 5-0**

**11. Reports from Council and Committee Chairpersons**

**Mayor Olive Stephens-Budget, finance**

Work on the budget for 2006-2007 is in progress.

**Mayor Pro tem Nita Watkins-Financials, Roads Funding, Fire Department**

Fire Chief Jason Collier was present to report on the fire Department budget and an interjurisdictional mutual aid agreement and answer questions.

**Councilmember Betty Brown-Library, Police**

Library has many activities scheduled for the children for the summer.  
Library has a new drinking fountain.  
County will be cutting about 20% from funding for the library.  
Lake Cities Library gets roughly \$50,000 per year from Denton County.  
Lake Dallas Appreciation Day at the Chamber on June 24, 2006  
Police department had 43 calls with a response time of 4.88 minutes  
Only two calls over Memorial day.

**Councilmember Polly Carter-Strategic Plan, Roads, Corps Committee, Building Committee**

Bids for Lakeshore Road are due on Thursday (6-8-06) at 2:00 p.m.  
Building Committee did not meet on June 1, 2006.  
Corps Committee has not scheduled a meeting date or time.

**Councilmember Charles Grimes**

Looking forward to working with everyone for the betterment of the community

**Councilmember Jerry Williams**

Meeting moving smoothly tonight.

**Fire Department Board Member- Kathe Strantz**

Kathe Strantz and Fire Chief Jason Collier were both present.  
Fire Chief went over the budget for 2006-2007.  
Explained the Interjurisdictional Mutual Aid Agreement.

**Shady Shores Subdivision Committee- Jean Bowers**

Fences on blind corners still pending.

**Building Committee---Kim Meier**

No additional information is available.

**11. CITIZENS COMMENTS**

Betty Brown comments about working together.  
Marie Edwards asked about new council committee appointments.  
When will the Old Shady Shores Committee have a meeting?  
Misty Closs spoke about open government.  
Thank you to all those who helped with the election. (Misty Closs, Sharon Bounds, Clo Sturm, Judith Halaszyn, Election Judge Ann Buscarino and Alternate Election Judge Pat Botts. And to all the Citizen of Shady Shores.

**13. Approval of Minutes:**

**a) MAY 17, 2006 Special Meeting (Canvas of the election )**

Betty Brown made a motion to approve the minutes of the May 17, 2006 Special Meeting. Seconded by Nita Watkins.

**For: Unanimous The motion carried 5-0**

**14. Discussion and action on to adopt a resolution selecting the official town newspaper(s).**

**TOWN OF SHADY SHORES  
RESOLUTION NO. 672**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER FOR THE TOWN OF SHADY SHORES FOR THE FISCAL YEAR 2005-2006.**

**WHEREAS**, the Town Council finds that *The Lake Cities Sun* is a paper of general circulation within the Town of Shady Shores; and

**WHEREAS**, the Town Council finds that *The Lake Cities Sun*:

- 1. devotes not less than 25% of its total column lineage to general interest items;
- 2. is published at least once each week;
- 3. is entered as 2<sup>nd</sup> class postal matter in the county where published; and
- 4. has been published regularly and continuously for at least 12 months before the governmental entity or representative designated newspaper for the Town of Shady Shores; and

**WHEREAS**, the Town Council finds that *The Lake Cities Sun* is a publication that meets all of the criteria legally required of an officially designated newspaper for the Town of Shady Shores; and

**NOW THEREFORE, be it hereby Resolved by the Town Council of the Town of Shady Shores, Texas, that:**

1. *The Lake Cities Sun* is designated as the official newspaper for the Town of Shady Shores for the remaining portion of Fiscal Year 2005-2006, commencing June 5<sup>th</sup>, 2006.
2. *The Mayor is authorized and directed to execute a contract with The Lake Cities Sun establishing the applicable rates for publication of Town notices.*
3. *Until September 30,2006, and thereafter until changed by resolution of Town Council, the Town of Shady Shores shall continue to publish in The Lake Cities Sun each ordinance, notice or other matter required to be published by law.*
4. *This Resolution is effective immediately upon passage.*

**PASSED AND APPROVED by the Town Council on this, the 5<sup>th</sup> day of June, 2006,**

Betty Brown made a motion to adopt Resolution No. 672 selecting the official town newspaper.

Seconded by Jerry Williams.

**For: Unanimous                      The motion carried 5-0**

## **15. Adjourn**

Nita Watkins made a motion to adjourn. Seconded by Charles Grimes

**For: Unanimous                      The motion carried 5-0**

\_\_\_\_\_  
**Olive Stephens, Mayor**

**Attest:**

\_\_\_\_\_  
**Town Secretary**