

**REGULAR COUNCIL MEETING
MONDAY, FEBRUARY 6, 2006
MINUTES**

1. Call to Order

The Town Council of the town of Shady Shores convened in a regular meeting on February 6, 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 Brown, Carter, Durkin and Falkenberg. 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.

Councilmember Carter made a request to move item #9 up on the agenda. Was not a motion. No motion. No Second.

3. Discussion and action on audit report for FY 2004-2005 (Presentation by Town Auditors-Hankins, Eastup,

Deaton, Tonn & Seay) The Auditor was present to go over the audit with the council and answer questions. A copy is attached to the minutes at the community center. Nita Watkins made a motion to accept the audit for the fiscal year 2004-2005. Seconded by Ann Falkenberg.

For: Unanimous The motion carried 5-0

4. Discussion and action on audit controls for FY 2006-2007

Patty Durkin made a motion to set a financial workshop in February on audit control recommendations for FY 2006-2007 so that it can be on the March agenda for action. Seconded by Betty Brown.

For: Unanimous The motion carried 5-0

5. Discussion and action to adopt a resolution authorizing the granting of a well permit to the Lake Dallas Independent School District at 300 Dobbs Road. (Presentation by representative of Lake Dallas ISD)

Presentation by Collin Callup representing the Lake Dallas Independent School District.

RESOLUTION NO.666

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, TEXAS, PERTAINING TO THE DRILLING OF A WATER WELL ON THE PROPERTY LOCATED AT 300 DOBBS ROAD OWNED BY THE LAKE DALLAS INDEPENDENT SCHOOL DISTRICT.

WHEREAS, the Town of shady shores, Texas is a general law city located in Denton County, Texas and is a municipality organized under the laws of the State of Texas, and

WHEREAS, THE Town of Shady Shores, Texas in cooperation with the Lake Cities Municipal Utility Authority (owner of the local water system) has a duty to protect the public's health and the quality and integrity of the water source; and

WHEREAS, the Town of Shady Shores, Texas has adopted an ordinance (Ordinance 116-94) regulating the construction of water wells within the corporate limits of the Town;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN OF SHADY SHORES, TEXAS THAT;

The Town Council of the town of Shady Shores, hereby approves the drilling of a water well on the property of the **LAKE DALLAS INDEPENDENT SCHOOL DISTRICT** located at **300 Dobbs Road** with the understanding that all provisions of Ordinance 116-94 are followed and applied.

The Town Council of the Town of Shady shores hereby declares that this Resolution shall become effective **February 6, 2006**.

PASSED AND APPROVED this the 6th day of **FEBRUARY 2006**.

Ann Falkenberg made a motion to adopt Resolution No. 666 granting of a well permit to the Lake Dallas Independent School District at 300 Dobbs Road. Seconded by Patty Durkin.

For: Unanimous The motion carried 5-0

6. Discussion and action on road surface for Lakeshore Road (Presentation by Town Engineer, Mike Saunders & Mike Leavitte)

Ann Falkenberg made a motion that we begin engineering on Lakeshore from the community center north on Lakeshore and west to Garza to be done in asphalt. Seconded by Patty Durkin.

Ann Falkenberg made a motion resurface Lakeshore to Garza Road using asphalt. We get bids. We use our engineer to approve whatever drainage problem is needed. And we insure that we have a reputable firm, resident, help, road committee to monitor the entire process and review the tests that are made on that road during the process so that it is done in the best quality that we can get. Seconded by Patty Durkin.

For: Durkin and Falkenberg Opposed: Carter, Brown, Watkins

Motion failed

7. Discussion and action to adopt a resolution of " Expression of Interest" in joining the Denton County Transportation Authority. (Presentation by Tom Spencer)

Presentation by Tom Spencer.

RESOLUTION NO. 667

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, TEXAS, PERTAINING TO THE EXPRESSION OF INTEREST IN MEMBERSHIP IN THE DENTON COUNTY TRANSPORTATION AUTHORITY

WHEREAS, the Town of Shady Shores, Texas is a general law city located in Denton County, Texas and is a municipality organized under the laws of the State of Texas; and

WHEREAS, the Town of Shady Shores, Texas recognizes that the citizens of Shady Shores and the North Texas Region will benefit from the Establishment of a mass transit system in Denton County connecting to other transit systems in the region; and

WHEREAS, the DCTA has established a new member policy which makes it timely and financially beneficial to consider membership before the rail cost components begin to increase in 2007

NOW THEREFORE, BE IT RESOLVED BY THE TOWN OF SHADY SHORES, TEXAS, THAT;

The Town Council of the Town of Shady Shores, hereby approves an official expression of interest in pursuing the possibility of DCTA service to the Town which would result from becoming a participating member.

The Town Council of the Town of Shady Shores hereby declares that this Resolution shall become effective February 6, 2006

PASSED AND APPROVED this the 6th day of February 2006.

Patty Durkin made a motion to adopt Resolution No. 667 pertaining to the expression of interest in membership in the Denton County Transportation Authority. Seconded by Betty Brown.

For: Unanimous The motion carried 5-0

8. Approval of Minutes:

a) January 9, 2006 REGULAR COUNCIL MEETING

Correction under reports

Newsletter decide on a date---possible April 6th or April 22nd

Betty Brown made a motion to approve the minutes of the January 9, 2006 regular meeting with corrections. Seconded by Patty Durkin.

For: Unanimous The motion carried 5-0

9. Reports from Council and Committee Chairpersons

Mayor Olive Stephens-Budget, finance

Working on budget

Have 2004-2005 audit

Some items need to be incorporated

Hickory Creek open house and ribbon cutting at the new city hall on February 18, 2006 between the hours of 1:00 p.m. to 3:00 p.m.

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

Audit

Road Committee

Fire Department—no activity

Councilmember Betty Brown-Library, Police

Library activity on Saturday

Police – 55 calls—response time has increased

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

Road committee meeting for February 15, 2006

Councilmember Patty Durkin-Strategic Plan, Fire Department, Website, Newsletter, Shoreline

Communication, Corps Committee

Strategic plan

Next strategic planning meeting on February 16, 2006 at 7:00 p.m.

Newsletter out on April 22, 2006—needs articles by April 13, 2006

Shoreline

Corps Committee

Councilmember Ann Falkenberg-Ordinance Enforcement, Animal control

Code enforcement has sent out letters for pools, trash

Animal control –2 dogs, 1 cat abandoned

Fire Department Board Member- Kathe Strantz

For 2005 fire department had 2029 calls

ISO letter

SECTION 3. Fire Department Reserve Account. A reserve account shall be established at the town depository bank titled "Town of Shady Shores Fire Department Reserve Account or similar title, for the placement of funds necessary in the discretion of council to be held for emergency or unforeseen expenditures. The initial deposit to this reserve account shall be **\$234,000.00**

Section 4. Addition to the Reserve Accounts. Each one or all of the reserve accounts above may be increased by deposits duly authorized by vote of the Town Council.

Section 5. Deductions from the Reserve Accounts. Deductions, payments and expenditures from reserve accounts may be made only in the event the expenditures are a part of the duly authorized budget of the town for the applicable fiscal year. All required notices and public bids for expenditures shall be observed. In the event an expenditure is needed or necessary, which is not within the budget, will require consideration and an amendment of a budget prior to the expenditure.

Section 6. Investment of Funds. The foregoing resolution requires reserve accounts to be established at the town's depository bank. In the event the town council finds it fiscally prudent to do so, and so long as the investment made is in strict accordance with the financial policies required by the State of Texas and adopted by the Town of Shady Shores, all or a portion of such funds may be reinvested in lawful alternative accounts bearing higher rates of return than may be available at the depository bank.

PASSED AND APPROVED THIS 6TH, DAY OF February, 2006

For: Brown, Falkenberg, Durkin

Opposed: Watkins, Carter

The motion carried 3-2

14. Discussion and action regarding Berry Street.

Misty Closs asked who placed this item on the agenda. Betty Brown responded that she had.

Vickie is happy. Marie Edwards and Bob Falkenberg asked to speak on this item.

Town Attorney, Jim Shepherd offered some history about Berry Street.

Both lots involved in the prescriptive easement are privately owned. One of the lots has the additional factor of being dedicated on the plat as a private easement for the lots the subdivider set up. Both seem to be very clearly under the law of prescriptive easement. Dedicated roadways are the roads and alleys if there are any in subdivision dedicated to the public use forever from that time forward. They are not always by the abutting property owner they are owned by the city. That is not the case of Berry and it's not the case with most county roads. They are simply lanes that over the course of time the public has used. The underling title to the property is still owner by the landowner. However that title is burdened by the conflict prescriptive easement. Which means the short lot is no longer buildable because it is burdened by prescriptive easement. And the long lot which was dedicated as a private easement is now burdened by a public easement. The attorney offered two ways to proceed. Condemning the short lot but also declaring both are burdened by prescriptive easement. And assuming responsibility as a city street. Patty Durkin made a motion that we proceed with the condemnation suit on the short lot and declaring both the long and short lots as prescriptive easements proceed. Seconded by Betty Brown.

For: Unanimous

The motion carried 5-0

15. Discussion and Action regarding Meadowlark Lane.

ORDINANCE NO. 177-2-2006

AN ORDINANCE OF THE TOWN OF SHADY SHORES, TEXAS, CLOSING A PORTION OF A STREET RIGHT-OF-WAY KNOWN AS MEADOWLARK LANE BEING THE NORTHERN PORTION OF SAID ROADWAY FROM A POINT TWENTY FEET NORTH OF THE DRIVEWAY OF THE ARASMITH PROPERTY TO THE END OF SAID ROADWAY AT THE TOWN OF SHADY SHORES TOWN LIMIT; RESERVING ALL EXISTING PUBLIC UTILITY EASEMENT RIGHTS OF OTHERS, IF ANY, WHETHER APPARENT OR NON-APPARENT, AERIAL, SURFACE, UNDERGROUND OR OTHERWISE; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

Patty Durkin made a motion to approve Ordinance No. 177-2-2006 closing Meadowlark Lane. Seconded by Nita Watkins.

For: Unanimous

The motion carried 5-0

16. Discussion and action regarding June Street between 5th Street and Lakeshore Road.

Speaking on this item were and opposed to the closing were: Judith Halaszyn, Misty Close and Sharon Bounds.

Bob Falkenberg had no comment. Marie Edwards said the fire department will have trouble turning. Tom Spencer did not have a problem with closing the road.

Patty Durkin made a motion to approve the Ordinance to close June Street between 5th Street and Lakeshore Road. until such time that the town is ready to reconstruct the road for traffic . Seconded by Betty Brown.

For: Unanimous

The motion carried 5-0

- B. In the event the Town requests an Emergency Service or Unscheduled Call Out between the hours of 8:00 a.m. to 6:00 p.m., NTACA will submit an invoice on a monthly basis at an hourly rate of fifty dollars (\$50) per hour.
- C. In the event the Town requests an Emergency Service or Unscheduled Call Out between the hours of 6:00 p.m. to 8:00 a.m. NTACA will submit an invoice on a monthly basis at an hourly rate of fifty dollars (\$50) per hour.
- D. NTACA may submit invoices to the Town which include out-of-pocket expenses of NTACAS pursuant to this Agreement. This would include postage, registered mail, and public data searches. Transportation expenses are not reimbursable.
- E. NTACA agrees, no later than 4:00 p.m. of the first Monday of each month, to submit to the Town an invoice identifying E. NTACA agrees, no later than 4:00 p.m. of the first Monday of each month, to submit to the Town an invoice identifying work completed during the prior month. Invoices shall reference this Agreement and detail the work performed, the days worked, and where relevant, the hours worked during the relevant period. Requested expenses should be documented on the monthly invoices. The Town agrees to make payment for all approved invoices and approved expenses. Should a discrepancy or conflict arise with respect to the invoiced amount, the disputed portion of the invoice will not be paid until the parties resolve such discrepancy or conflict to their mutual satisfaction. All invoices will be sent to:

Mailing Address:
MAYOR
Town of Shady Shores
P.O. Box 362
 Lake Dallas, Texas 75065

**ARTICLE 4
 CONFLICT OF INTEREST**

NTACA agrees that he will not, during the Term, enter into any agreement or relationship of any kind or conduct himself in any manner which could reasonably be expected to result in, or otherwise create, an either actual or perceived conflict of interest that would be adverse to the interests of the Town.

**ARTICLE 5
 CONFIDENTIALITY**

“All confidentiality provisions of this Article 5 are expressly subject to all applicable Open Meetings and Open Records Laws of the State of Texas.”

5.1 Confidentiality and Nondisclosure

NTACA understands and agrees that he currently has, and in connection with his performance of the Services hereunder he will acquire, information of a proprietary and/or confidential nature relating to the business of the Town. NTACA hereby expressly agrees to maintain in strictest confidence and not to use in any way (including without limitation in any future business relationship of NTACA), publish, disclose, or authorize anyone else to use, publish or disclose in any way, any proprietary, confidential or other non-public information or document of any kind relating in any manner to the business or affairs of the Town, Notwithstanding the foregoing, NTACA may retain his professional files and utilize the forms and other documentation contained therein, provided that such utilization does not violate the foregoing obligation.

5.2 Confidential Information Gained from Previous Association

It is agreed that nothing in this section reduces the duty to safeguard confidential and proprietary information that NTACA has as a result of past employment or consulting arrangements with the Town. To the contrary, NTACA acknowledges that, in fact, he is in possession of confidential and proprietary information as a result of such previous employment and service and that he affirms his duty to keep such information strictly confidential.

5.3 Survival of Covenants

The covenants and agreement of NTACA set forth in this Article are of a continuing nature and shall survive the expiration, termination, or cancellation of the agreement regardless of the reason of such termination or cancellation.

**ARTICLE 6
 INDEPENDENT CONTRACTOR RELATIONSHIP**

It is the intention of the parties hereto that NTACA shall act as, and be deemed in all respects to be, an independent contractor and not an employee or agent of the Town.

NTACA shall be responsible for providing any labor, materials, equipment, transportation, and facilities necessary or appropriate to timely and properly complete the services in accordance with the provisions of the Agreement. The parties understand and agree that, so long as NTACA performs the Services in accordance with the standards and other provisions set forth herein, NTACA shall control and direct the performance of the Services and shall perform the Services in an independent and professional manner.

NTACA shall not be empowered to and shall not enter into any agreement or incur any obligations on behalf of the Town, or commit the Town in any manner, without the Town’s prior written consent, and NTACA shall indemnify and hold the Town harmless from and against any and all expenses, costs and damages that the Town may incur as a result of any breach, or alleged breach, of this covenant.

NTACA shall not be eligible to participate in any employee benefit plan, program, or policy sponsored by the Town, or otherwise made available to employees of the Town.

**ARTICLE 7
 COMPLIANCE WITH LAW**

NTACA represents and warrants to the Town that he is now knowledgeable of, or prior to the commencement of the Services will become knowledgeable of, all federal, state, and local laws, rules, decrees, orders, regulations, by-laws, ordinances, and codes which may, in any manner, relate to or effect the performance of the Services hereunder, and NTACA agrees to observe and comply with all such authority at all times during the performance of the Services hereunder. This includes, and is not limited to, Chapters 821, 822, 823, and 826 of the Texas Health and Safety Code.

**ARTICLE 8
 INSURANCE**

NTACA agrees to carry, at a minimum, the following types of insurance:

Worker’s Compensation	If and as required by statute
Automotive Liability	\$300,000/\$500,000/\$100,000

Prior to commencing any work pursuant to this Agreement, NTACA shall provide proof of all of the foregoing policies of insurance to the Town. Proof may be in the form of a current declaration page from each policy, and/or an originally signed certification of NTACA’s insurance company, certifying the existence of all such coverage.

**ARTICLE 9
 TAXES, LIABILITIES, EXPENSES, AND ASSESSMENTS**

NTACA understands that he shall be solely responsible for the full and timely payment of any and all taxes, liabilities, expenses, and assessments of any kind in any way arising out of or relating to NTACA’s receipt of compensation relating to the Agreement or the performance of Services under the Agreement, including without limitation, social security, unemployment insurance, gross receipts taxes, withholding taxes, workmen’s compensation insurance, and income taxes. NTACA hereby agrees that he shall fully and timely comply with all federal, state, and local laws, regulations, and rules relating to such taxes, liabilities, expenses and assessments, and will furnish, upon request by the Town satisfactory evidence of such compliance, NTACA agrees further that he shall indemnify and hold the Town harmless from any breach by NTACA of the provisions of this Article 9.

**ARTICLE 10
 MISCELLANEOUS**

10.1 Severability: Judicial Modification

If any term, provision, covenant, or restriction of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement and the other terms, provisions, covenants, and restrictions hereof, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. It is hereby stipulated and declared to be the intention of the parties that they would have executed the Agreement had the terms, provisions, covenants, and restrictions which may be hereafter declared invalid, void, or unenforceable not initially been included herein, If a court of competent jurisdiction determines that any restriction or portion thereof, set forth in Articles 4 or 5 is overly restrictive and unenforceable, the court may reduce or modify such restriction to those which it deems reasonable and enforceable under the circumstances, and the parties agree to request the court to exercise such power, and , as to reduced or modified, the parties hereto agree that the restrictions of Articles 4 and 5 shall remain in full force and effect, shall be enforceable, and shall be enforced.

10.2 Assignment

This Agreement and any and all rights and obligations of NTACA hereunder may be assigned to any third party only with the prior written consent of the Town Council, which shall not be unreasonably withheld.

10.3 Compliance with Laws

Both parties and their officers, agents, employees, representatives, contractors and subcontractors shall abide by and comply with all applicable laws in the performance of this Agreement.

10.4 Counterparts.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.5 Force Majeure

Notwithstanding anything herein to the contrary, NTACA shall not be liable for the failure, or delay of, performance of its duties if such failure is caused by a catastrophe, riot, public disturbance, accidents, military authority, was, act of terrorism, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of NTACA.

10.6 Notice

Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other party must be in writing, mailed postage prepaid, certified mail, return receipt requested or sent by fax, to:

If to Town: MAYOR OLIVE STEPHENS
Town of Shady Shores
P.O. Box 362
Lake Dallas, Texas 75065

Physical Address:
101 S. Shady Shores Road
Shady Shores, Texas 76208\
Telephone (940) 498-0044\
Fax (940) 497-2599

If to NTACA: North Texas Animal Control Authority
2813 Chelsea Lane
Flower Mound, Texas 75028
Telephone: (214) 513-8228

The parties hereto shall include in writing any change that may occur in such respective addresses from time to time.

10.7 No Third Party Beneficiary

This Agreement does not create, and shall not be construed as creating, any right enforceable by any person not a party to this Agreement.

10.8 Severability

If any provision of this Agreement is held to be void, illegal or unenforceable under present or future laws effective during the term hereof, or for any reason or in any respect, such provision shall be fully severable and this Agreement shall be construed and enforced as if such void, illegal or unenforceable provision never comprised a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected in any way by the void, illegal or unenforceable provision or by its severance. Furthermore, in lieu of such severed provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such severed provision as may be possible and be valid, legal and enforceable

10.9 Entire Agreement

This Agreement (together with any exhibits, attachments, or appendices attached hereto) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendment(s) to become effective on the date stipulated in such amendment(s)

10.10 Governing Law, Venue and consent to Jurisdictions

This Agreement, and the rights, remedies, obligations, and duties of the Parties shall be governed by, construed in accordance with and enforced under the laws of the State of Texas, without fixing effect to the principles of conflict of laws of such state. If any action is brought to enforce or interpret this Agreement, venue for such action shall be proper in Denton County, Texas. The Parties irrevocably (i) submit to the exclusive jurisdiction of the state courts of the State of Texas over any action or proceeding arising out of a breach of this Agreement, (ii) agree that all claims in respect of such action or proceeding may be heard and determined in such courts, (iii) waive, to the fullest extent they may effectively do so, the defense of an inconvenient or inappropriate forum to the maintenance of such action or proceeding, and (iv) waive any defense based on lack of personal jurisdiction of any such purpose.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first set forth above.

Ann Falkenberg made a motion to approve the Animal Control contract. Seconded by Polly Carter.

For: Unanimous The motion carried 5-0

20. Discussion and action regarding Public Works Contract.

Ann Falkenberg made a motion to approve the Public Works Contract as amended. Seconded by Patty Durkin.

For: Unanimous The motion carried 5-0

21. Discussion and action to receive bids and select tree trimmer for town.(Presentation by Tom Spencer)

Tom Spencer has received 2 bids. Asking to speak on this item were: Misty Closs, Marie Edwards, Bob Falkenberg. Betty Brown made a motion to give Tom Spencer the authority to decide between the best two bids, bring it into the Mayor, and the Mayor go ahead under Tom's direction and help that she would authorize the expenditure up to \$10,000.00 or less. Patty Durkin made a motion to authorize the Mayor to proceed with the tree trimming services for a cost not to exceed \$10,000.00 Seconded by Betty Brown.

For: Unanimous The motion carried 5-0

22. Discussion and action to appoint four new members to Town Building Committee (Carolyn Belknap, Dan Martin, Tom Spencer and Jim Tierce) Betty Brown placed this item on the agenda.

Patty Durkin made a motion to appoint Carolyn Belknap, Dan Martin, Tom Spencer and Jim Tierce. Seconded by Ann Falkenberg.

For: Unanimous The motion carried 5-0

23. Discussion and action for additional police patrol at the Shady Shores Community Center upon request of staff. Betty Brown placed this on the agenda.

Speaking on this item were: Sharon Bounds.

Betty Brown made a motion that the Mayor pro tem and or Mayor may request up to 32 hours additional per month for added police protection as deemed necessary. Seconded by Ann Falkenberg.

For: Unanimous The motion carried 5-0

24. Consideration and action to adopt an ordinance providing for a general election to be held on May 13, 2006

Nita Watkins made a motion to adopt the Ordinance providing for a general election to be held on May 13, 2006. Seconded by Betty Brown.

For: Unanimous The motion carried 5-0

25. Consideration and action to adopt a resolution to enter into a contract with Denton country for the rental of election equipment.

RESOLUTION NO. 669

AN AGREEMENT BETWEEN THE TOWN OF SHADY SHORES, TEXAS AND THE COUNTY OF DENTON, TEXAS FOR RENTAL OF VOTING MACHINES AND EQUIPMENT, PURCHASE OF BALLOTS AND VOTING SUPPLIES; PROVIDING A SEVERABILITY CLUSE; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, TEXAS;

Section 1. Denton County, Texas, a corporate body politic, hereinafter designated as "the County," represented in this agreement by Elections Administrator, hereby agrees to rent the following voting machines to the hereinafter-identified organization on the terms stated below.

Section 2. The Town of Shady Shores, Texas, hereinafter designated as "Renter," has requested the rental of two (2) eScan DAU DRE voting machines at \$300.00 pr machine, two (2) eScan Precinct tabulators at \$300.00 per machine and one computer at \$250.00, various election equipment and supplies to include purchase of ballots and election programming per the terms stated below on Annex A which is attached for the May 13, 2005 election.

Section 3. A copy of the ballot shall be forwarded to Don Alexander, Elections Administrator, Denton County, 401 West Hickory Street, Denton, Texas.

Section 4. The rental period of voting machines shall commence on the 27th day of April, 2006 and shall not extend to a date which will interfere with subsequent elections for which the County is responsible for providing the voting machines for public uses, and to this end, wil, in compliance with the Election Code, Article 7.14, Section 20, obtain a Court Order, at the Renter's expense, permitting the affected voting machine to be cleared and available to the County, no later than the tenth day after the first election for which the voting machines were rented.

Section 5. Only voting machines that the County believes to be in safe operating condition will be provided, and the Renter agrees to hold the County harmless for any damages arising from the Renter's use of voting machines.

Section 6. Renter agrees to return the voting machines in the same condition as when received, normal and considerate usages wear expected. Renter agrees to reimburse the county for the costs to repair damages to the said machines during such time, as the County does not have control custody of said machines.

Section 7. The said machines will be delivered by the County to 101 South Shady Shores Road, Shady Shores, Texas, and picked up by the County at said place.

Section 8. If an section, article, paragraph, sentence, clause, phrase, or work in this Resolution, or application thereto, any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the

remaining portions of this resolution, and the Town Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

Section 9. That this Resolution shall become effective from and after its date of passage and publication as required by law.
Section 10. In Witness of this Agreement, the County and the Renter affix their signatures on this the 6th day of February, 2006

PASSED AND APPROVED by the Town Council of the Town of Shady Shores, Texas this the 6th day of February, 2006

Patty Durkin made a motion to adopt a resolution (No. 669) to enter into a contract with Denton County for the rental of election equipment. Seconded by Nita Watkins.

For: Unanimous The motion carried 5-0

26. Adjourn

Patty Durkin made a motion to adjourn. Seconded by Betty Brown,

For: Unanimous The motion carried 5-0

_____ **Olive Stephens, Mayor**

Attest:

Town Secretary