

**REGULAR COUNCIL MEETING  
JULY 10, 2006  
MINUTES**

**1. Call to Order**

The Town Council of the Town of Shady Shores convened in a regular meeting on July 10, 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. Presentation of appreciation to former councilmember Ann Falkenberg.  
(Councilmember Polly Carter)**

Mayor Olive Stephens asked that Polly Carter make the presentation.

**4. Presentation by Lake Cities Library personnel regarding update and budget request for fiscal year 2006-2007.**

Ms Belknap was present to make the presentation. Copies were provided to the council members in their packets.

**5. Presentation of the Denton County Transportation Authority response to the Town of Shady Shores Expression of Interest Resolution. (Presentation by Tom Spencer)**

Tom Spencer was present to make the presentation along with another representative of the Denton County Transportation Authority. The Town would be required to call an election for November. If the proposition passes the Town would be required to pay a \$10,175.00 fee and give up ½ cent of sales tax. Sales tax collection would begin the second quarter of next year. According to the presentation the election cost could be about \$3,000.00. Mr. Spencer asked that an ordinance calling for the election be on the August agenda. No action taken.

**6. Discussion and action to adopt an Ordinance denying ATMOS ENERGY CORP., MID-TEX DIVISION'S statement of intent to increase the gas utility rates in Shady Shores. (Presentation by James Johnson)**

James Johnson made his presentation and was available for questions.

**ORDINANCE NO. 180-7-2006**

**AN ORDINANCE OF THE TOWN OF SHADY SHORES, TEXAS, DENYING ATMOS ENERGY CORP., MID-TEX DIVISION'S STATEMENT OF INTENT TO INCREASE THE GAS UTILITY RATES IN THIS MUNICIPALITY SO THAT THE COMPANY MAY PURSUE A SYSTEM-WIDE RATE CASE WITH THE RAILROAD COMMISSION OF TEXAS; PROVIDING AN EFFECTIVE DATE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR NOTICE OF THIS ORDINANCE TO ATMOS ENERGY CORP., MID-TEX DIVISION.**

Polly Carter made a motion to adopt Ordinance No. 180-7-2006. Seconded by Jerry Williams.  
FOR: UNANIMOUS THE MOTION CARRIED 5-0

**7. Discussion and action to approve an Interjurisdictional Mutual Aid Agreement (Presentation by Fire Chief, Jason Collier and Board Member Kathe Strantz)**

Kathe Strantz was available for questions. Fire Chief Jason Collier presented all Councilmembers with a copy of the agreement at the June council meeting.

**INTERJURISDICTIONAL  
MUTUAL AID AGREEMENT**

**STATE OF TEXAS  
COUNTY OF DENTON**

This **Mutual Aid Agreement** ("Agreement") is entered into by, between and among the political subdivision located wholly or partially within the State Of Texas that by their signatures on duplicate original copies of this Agreement have consented to the terms of this Agreement (collectively, "the Parties").

**RECITALS**

The Parties recognize the vulnerability of the people and communities located within the State to damage, injury, and loss of life and property resulting from Disasters and/or civil emergencies and recognize that Disasters and/or civil emergencies may present equipment and manpower requirements beyond the capacity of each individual Party: and

The Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural Disasters, all capable of causing severe damage to property and danger to life and

The Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interest of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of such calamities; and

The governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of a Disaster and/or Civil Emergency; and

The Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with Disasters and/or civil emergencies and are so authorized and make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act: Chapter 418, Texas Government Code (Texas Disaster Act of 1975); Chapter 421, Texas Government Code (Home Land Security); and Chapter 362, Local Government Code; and

The Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort would provide that adequate equipment and Manpower is available, and would help ensure that Mutual Aid is accomplished in the minimum time possible in the event of a Disaster of Civil Emergency And thus desire to enter into an agreement to provide Mutual Aid.

It is expressly understood that any Mutual Aid extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the " Texas Disaster Act" and other applicable provisions of law.

**NOW, THEREFORE,** the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct.
2. **DEFINITIONS.** For the purposes of this Agreement, the terms listed below will have the following meanings:
  - A. **AGREEMENT.** This Interjurisdictional Mutual Aid Agreement, duly executed.
  - B. **ADMINISTRATIVE AGENCY** – the entity designated by the Parties to be responsible for maintaining and distributing Point of Contact information and for maintain the original signature pages of the Parties to this Agreement.
  - C. **ASSISTING PARTY** – the Party furnishing equipment, supplies, facilities, services and/or manpower to the Requesting Party.
  - D. **CIVIL EMERGENCY**- an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
  - E. **DISASTER** – the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring Emergency action.
  - F. **EMERGENCY**- any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.
  - G. **MUTUAL AID** – includes, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.
  - H. **THE PLAN** – Emergency Operations Plan.
  - I. **POINT OF CONTACT** – the individual or office authorized by the governing body of each Party to request or respond to a request for Mutual Aid on behalf of the Party. A Party’s Emergency Management Director or Chief Executive Officer is always a Point of Contact.
  - J. **REQUESTING PARTY** – the Party requesting aid in the event of a Disaster or a Civil Emergency.
3. **ADMINISTRATIVE AGENCY.** The Parties hereby designate the North Central Texas Council of Governments (“NCTCOG”) to be the Administrative Agency under this Agreement. NCTCOG is responsible for maintaining and distributing current Point of Contact information to all Parties as changes occur but at least annually. NCTCOG is also responsible for maintaining the original signature pages of the Parties to this Agreement.
4. **POINT OF CONTACT DESIGNATION.** Each party shall provide the Administrative Agency with a written protocol by which its designated Points of contact may be contacted twenty-four hours a day, seven days a week. This protocol will designate, by name or position, the person or persons authorized to request or respond to a request for Mutual Aid on behalf of a Party under terms of this Agreement and will include at least two alternate means of contacting the Party’s Point (s) of Contact. Each Party must notify the Administrative Agency of any change in its Point of Contact protocol as soon as practicable by submitting it in writing to Denton County Department of Emergency Services and the North Central Texas Council of Governments.
5. **PARTY’S EMERGENCY MANAGEMENT PLAN.** Each Party shall prepare and keep current an emergency management plan for its Jurisdiction to provide for emergency and/or disaster mitigation, preparedness, response and recovery, in accordance with Chapter 418 of the Texas Government Code. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide and/or receive Mutual Aid. The emergency management plan shall be submitted to the Governor’s Division of Emergency Management.
6. **IMPLEMENTATION OF AGREEMENT.** A Point of Contact for his/her respective jurisdiction shall take all steps necessary for the Implementation of this Agreement,
7. **INITIATION OF REQUEST.** A request under this Agreement may be made by a Point of contact after one of the following occurs:
  - (a) A declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code;
  - (b) A finding of a state of Civil emergency; or
  - (c) The occurrence or imminent threat of an emergency such that local capabilities are or are predicted to be exceeded.

The provision of Mutual Aid under this Agreement shall continue, whether or not the local Disaster declaration or state of Civil Emergency is still active, until the services of the Assisting Party are no longer required.

8. **PROCEDURES FOR REQUESTS AND PROVISION OF MUTUAL AID.** A Point of Contact may request Mutual Aid assistance by: (1) submitting a written Request for Assistance to a Point of Contact of an Assisting Party; (2) orally communicating a Request for Mutual Aid assistance to a Point of Contact of an Assisting Party, which shall be followed by a written request, or (3) by submitting a request in accordance with a Mutual Aid Plan developed under the auspices of this Agreement. The written request shall reference the request is made pursuant to this Agreement.

Mutual Aid shall not be requested by a Party unless it is directly related to the Disaster or emergency and resources available from the normal responding agencies to the stricken area are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All request for Mutual Aid must be transmitted by a Point of Contact of the Requesting Party to a Point of Contact of the Assisting Party or in accordance with the terms of the Plan.

A. **REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party's Point of contact may directly contact a Point of contact of the Assisting Party and provide the necessary information as prescribed in Section 8A. hereto.

B. **REQUIRED INFORMATION BY REQUESTING PARTY:** Each request for assistance shall be accompanied by the following information, to the extent known:

- 1) A general description of the damage or injury sustained or threatened;
- 2) Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resources support, health and other medical services, etc.), and the particular type of assistance needed;
- 3) The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the length of time that each will be needed; and
- 4) The location or location to which the resources are to be dispatched and the specific time by which the resources are needed; and
- 5) The name and contact information of a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party at each location to which resources are dispatched.

This information may be provided on a form designed for this purpose or by any other available means.

C. **ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE:** When contacted by a Requesting Party, a Point of Contact of the Party from which aid is requested agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it determines in its sole discretion that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

D. **INFORMATION REQUIRED OF THE ASSISTING PARTY.** A Point of Contact who determines that the Assisting Party has available personnel, equipment, or other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- 1) A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
- 2) The estimated length of time that the personnel, equipment, and other resources will be available;
- 3) The name of the person or persons to be designated as supervisory personnel; and
- 4) The estimated time of arrival for the assistance to be provided to arrive at the designated location.

This information may be provided on a form designated for this purpose or by any other available means.

E. **SUPERVISION AND CONTROL.** When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party, the response effort to which **SHALL be organized and functioning in accordance with the guidelines outlined in the National Incident Management System.** Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Assisting Party. Emergency Medical Services organizations providing assistance under this agreement will utilize the medical protocols authorized by their medical director. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party.

F. **MUTUAL AID PLAN.** By their signatures below, each Party hereto certifies that it will provide Mutual Aid assistance under this Agreement in accordance with the Requesting Party's Emergency Management Plan, County Emergency Management Plan, or North Central Texas Regional Response Plan.

G. **FOOD, HOUSING, AND SELF-SUFFICIENCY:** Subject to Paragraph 9 of this Agreement, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency or Disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

H. **COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating Communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish Their own communications equipment sufficient only to maintain communications among their respective operating units, if such is practicable.

I. **RIGHTS AND PRIVILEGES:** Personnel who are assigned, designated or ordered by their organization's governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

J. **TERM OF DEPLOYMENT:** The initial duration of a request for assistance will be specified by the Requesting Party, to the extent possible by the situation.

K. **SUMMARY REPORT:** Within ten working days of the return of all personnel deployed under this Agreement, the Requesting Party will prepare a Summary Report of the event, and provide copies to each Assisting Party. The report shall, at a minimum, include a chronology of the events and description of personnel, equipment and materials provided by one Party to the other.

**9. COSTS.** All costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel: operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid for by the Assisting Party for the first (4) hours that assistance is provided. Thereafter, all costs associated with the provision of Mutual Aid, including but not limited to compensation for personnel; operation and maintenance of equipment; damage to equipment; medical expenses; and food, lodging and transportation expenses shall be paid for the by Assisting Party and reimbursed by the Requesting Party at actual cost unless it is compensated by the assisting party insurance. Requests for reimbursement must be submitted as soon as practicable but in no event later than sixty (60) days after the return of all personnel deployed under this Agreement. Failure to submit a request for reimbursement within the specified time frame will result in the Assisting Party not being reimbursed for the Mutual Aid provided unless the Federal Emergency management Agency (FEMA) extends the deadline for filing requests for reimbursement. Such request shall identify with specificity each service, labor, or equipment provided and the unit and total costs associated with each. The Assisting Party shall be responsible for creating and maintaining for a period of three years a record of all costs incurred, both reimbursed and unreimbursed costs, in providing aid under this Agreement. Such costs and reimbursements shall be paid from current funds of the respective Party. In the event federal funds are available for costs associated with the provision of Mutual Aid, the Parties agree that the Requesting Party must make the claim for the eligible costs of the Assisting Party on its subgrant application and will disburse the federal share of funds to the Assisting Party. The Parties hereto recognize that each benefits from the existence of this Mutual Aid Agreement and expect that each will both provide and receive critical aid over the life of the Agreement. The Assisting Party may assume in whole or in part any costs associated with the provision of Mutual Aid or may loan or donate equipment or service to the Requesting Party

without charge or cost.

**10. INSURANCE.**

- A. **WORKER'S COMPENSATION COVERAGE:** Each Party shall be responsible for its own actions and those of its employees and is Responsible for complying with the Texas Workers' Compensation Act.
- B. **AUTOMOBILE LIABILITY COVERAGE:** Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.
- C. **GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY:** Each Party agrees to obtain general liability, public official's liability and law enforcement liability, if applicable, or maintain a comparable self-insurance program.
- D. **OTHER COVERAGE:** The Assisting Party shall provide and maintain their standard packages of medical and death benefit insurance coverage while their personnel are assisting the Requesting Party.

**11. WAIVER OF CLAIMS AGAINST PARTIES; IMMUNITY RETAINED.** Pursuant to 421.062 and 791.006, Texas Government Code, the party furnishing services under this Agreement is not responsible for any civil liability that arises from the furnishing of those services. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

**12. EXPENDING FUNDS.** Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

**13. TERM.** This Agreement shall become effective as to each Party on the date signed and shall continue in force and remain binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 22 of this Agreement. Termination of participation in this Agreement by a Party of Parties shall not affect the continued operation of this Agreement between and among the remaining Parties.

**14. ENTIRETY.** This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with a Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Sections 16 and 17 below.

**15. RATIFICATION.** Each Party hereby ratifies the actions of its personnel and the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.

**16. OTHER MUTUAL AID AGREEMENTS.** It is understood that certain Parties may have heretofore contracted or may hereafter contract with Each other for Mutual Aid in Civil Emergency and/or Disaster situations, and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions of this Agreement shall be superior to any such individual contract; provided, however, that the Assisting and Requesting Parties may agree to use expense reimbursement provisions of another existing Mutual Aid Agreement between them.

**17. INTERLOCAL COOPERATION ACT.** The Parties agree that Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments or political subdivision" as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

**18. CONFIDENTIALITY.** The Parties recognize that the provision of Mutual Aid under this Agreement may result in the transfer of confidential medical information between them. The parties recognize and agree to guard the confidentiality of such information as required by the federal Health Insurance Portability and Accountability Act of 1996 (HIPPA), the Texas Medical Practice Act, and other state privacy laws pertaining to the confidentiality of medical records.

**19. SEVERABILITY.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the valid provision, and to this end the provisions of this Agreement are severable.

**20. VALIDITY AND ENFORCEABILITY.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

**21. AMENDMENT.** This Agreement may be amended only by the mutual written consent of the Parties.

**22. TERMINATION.** Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Mutual Aid. The governing body of a Party which is a signatory hereto shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to all other Parties. Such termination shall become effective not earlier than 30 days after filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

**23. THIRD PARTIES.** This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

**24. NOTICE.** Any notice required or permitted between the Parties must be in writing addressed to the attention of the Point of Contact of the necessary party or parties and shall be delivered in person; by electronic mail; by mailed certified mail, return receipt requested; or by facsimile transmission. A copy of all such notices shall be provided to the Administrative Agency.

**25. WARRANTY.** The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

**26. GOVERNING LAW AND VENUE.** The laws of the State of Texas shall govern this Agreement. In the extent of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event of an Emergency or Disaster physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Civil Practice and Remedies Code.

**27. HEADINGS.** The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

**EXECUTED** by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

**NAME OF ENTITY:**

Polly Carter made a motion to approve the Agreement. Seconded by Jerry Williams

FOR: UNANIMOUS

THE MOTION CARRIED 5-0

**8. Discussion and action regarding the fire department budget that has been approved by the Fire Department Board for fiscal year 2006-2007.**

Tom Spencer spoke on the need for a fire marshall as requested in the fire department budget. Fire Chief Jason Collier gave a copy of the proposed fire department budget to all Councilmembers at the June council meeting. Kathe Strantz was available for questions. Nita Watkins made a motion to review the fire department budget information more thoroughly during a budget workshop and arrived at a decision at that time incorporating all three of these areas ( Police, Fire Library) .  
Seconded by Polly Carter.

FOR: UNANIMOUS THE MOTION CARRIED 5-0

**9. Discussion and action regarding the application of a variance for the use of fifth wheel on the property of John Coile at 626 Lakeshore Road.**

Speaking before the council was Janet Monroe and John and Amy Coile Jim Tierce also spoke about Renter’s rights and that it takes 30 days to evict anyone. Betty Brown spoke. Nita Watkins read the comments from the Town Attorney. Betty Brown made a motion to deny the request for the variance of the use of the fifth wheel on the property at 626 Lakeshore.

Seconded by Charles Grimes. Betty Brown amended the motion to say that they vacate the fifth wheel within twenty-four hours. Charles Grimes had an issue with the twenty-four hours to vacate. Betty Brown amended her motion that “we deny the use of this fifth wheel as a residence and have the people vacate eighteen (18) days from today. And I’m doing that only as a neighbor.”

Seconded by Charles Grimes.

FOR: Betty Brown, Charles Grimes, Polly Carter Opposed: Jerry Williams

Abstaining: Nita Watkins

MOTION CARRIED 3-1 with Nita Watkins abstaining.

**10. Nomination and vote for Election of Mayor pro-tem**

Mayor Olive Stephens recommended that Nita Watkins continue as Mayor pro tem. Betty Brown placed this item on the agenda. Betty Brown nominated Nita Watkins in the form of a motion as Mayor pro tem. Seconded by Polly Carter.

FOR: UNANIMOUS THE MOTION CARRIED 5-0

Betty Brown made a motion that we move items # 14 and #15 up on the agenda and addressed next.  
Seconded by Jerry Williams.

FOR: UNANIMOUS THE MOTION CARRIED 5-0

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

**Mayor Olive Stephens-Budget, finance**

Budge progress  
Have Tax roll—not certified at this time  
Will schedule workshops  
Mayor is evaluating committee assignments.

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

Bids open for Lakeshore on July 12, 2006 at 2:00 p.m.

**Councilmember Betty Brown-Library, Police**

Police budget—response time 5.78 minutes—46 calls

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

Lakeshore bids—July 12, 2006 2:00p.m.  
2 calls from happy residents on Berry Lane  
Pot holes being filled on Berry Lane

Misty Closs provided a copy to all councilmembers of the Council meeting that Commissioner Cynthia White attended in November.

Pot holes on Shahan Road  
Need to schedule a meeting of the road committee

**Councilmember Charles Grimes**

No comment at this time.

**Councilmember Jerry Williams**

No comment at this time

**Fire Department Board Member- Kathe Strantz**

ISO report

No further comments.

**Building Committee---Kim Meier**

No report.

Town Attorney has communicated with Mr. Russell Bates.

**12. CITIZENS COMMENTS**

Only person signed to speak was Ann Falkenberg. She did not wish to speak. No citizens wished to speak.

**13. Approval of Minutes:**

**a) April 11, 2006 Special Meeting**

Betty Brown made a motion to approve the minutes of the April 11, 2006 Special Meeting. Seconded by Nita Watkins.

FOR: UNANIMOUS THE MOTION CARRIED 5-0

**b) May 1, 2006 Regular Meeting**

Under item #12 reports it should be chip seal Vs asphalt (not concrete).

Jerry Williams made a motion to approve the May 1, 2006 Regular Meeting minutes with the amendment. Seconded by Nita Watkins

FOR: UNANIMOUS THE MOTION CARRIED 5-0

**c) June 5, 2006 Regular Council Meeting**

Nita Watkins made a motion to approve the June 5, 2006 Regular Council Meeting.

Seconded by Jerry Williams

FOR: UNANIMOUS THE MOTION CARRIED 5-0

**d) June 15, 2006 Special Meeting**

Nita Watkins made a motion to approve the June 15, 2006 Special meeting minutes.

Seconded by Jerry Williams.

FOR: UNANIMOUS THE MOTION CARRIED 5-0

**e) June 28, 2006 Special Training Session Meeting**

Nita Watkins made a motion to approve the June 28, 2006 Special Training Session Meeting minutes.

Seconded by Jerry Williams

FOR: UNANIMOUS THE MOTION CARRIED 5-0

**14. Discussion and action of Preliminary/Final plat of Stapler Properties in Shady Shores.**

**(Lot 1, Lot 2, Lot 3, Lot 4) Block A (48.192 acres) situated in the G. Gossviner Survey Abstract #2569A (Recommended for approval by Planning and Zoning on March 28, 2006)**

Presentation by Mike Saunders, and representatives of the Stapler properties. Mike Saunders said the changes requested had been made and recommended approval. Town Attorney, Jim Shepherd made the following comments: The requirements for the road construct are a matter for the next subdivision obviously this plat defines where the road is and what it is going to look like. Two areas of concern- First that the bridge, culvert or road what ever it turns out to be will actually be located on lot one which is not the developer's lot. It will actually be located on the easement that is adjacent to lot one. Not on lot three where Mr. Jackson has the subdivision proposed. The recommendation will be that the Jackson plat clearly state

to the future homeowners, future Shady Shores residents that the road first of all is private and secondly what ever it is that the Corps is going to require on the road that it either is in the way the construction plans are proposed subject to flooding (worse case) or likely is not for example it you do the bridge instead of culverts. So that your purchasers of the subdivision lots in the Jackson subdivision will know that first of all it is not a public road. Secondly that it may or may not be build to city standards. Thirdly that it may or may not flood. Depending on whatever the Corps approves for that road way. And also we will have emergency access easement.

Polly Carter made a motion to approve the PRELIMINARY/ FINAL plat of the Stapler properties in Shady Shores (Lot 1, Lot 2, Lot 3, Lot 4) Block A (48.192 acres) situated in the G. Gossviner Survey, Abstract #2569A.

Seconded by Jerry Williams with discussion.

FOR: UNANIMOUS THE MOTION CARRIED 5-0

**15. Discussion and action of Preliminary/Final plat Hidden Cove Subdivision in Shady Shores – Lot 3, Block A (18.192 acres) situated in the G. Gossviner Survey, Abstract #1569A. (Recommended for approval by Planning and Zoning on March 28, 2006)**

Ann Falkenberg spoke on this item.

Mr. David Jackson and his representatives were present to discuss the plat. Town Attorney, Jim Shepherd had the following comments: Way ahead of where we were when this started. I think the short list of what is left can be solved in one of two ways. “A” You can say no approval tonight until everything and we need to make a list of everything, are received and approved engineering legal what ever it seems to be. Or “B” not the preferred course since there are a number items is to say well we will approve it subject Mike signing off on what ever construction plans, permits the list of issues here, and I guess me on some of them. And if that occurs well then we are finished either way. Lets talk about the list just for a second. The easement that was signed and filed for the emergency access still doesn’t say exactly what it was supposed to say. For example it says the right of drive that is an improvement over the original wording which was should be designed by the developer and will submit it later. Second thing is the Corp agreement of course. There may be some other issues—such as the deed restrictions. Town does not enforce the covenants or deed restrictions.

1. Deed restrictions
2. Corp approval
3. Wording on the easement

Betty Brown made a motion to table approval of the Jackson plat, however because I do support the subdivision and I am excited about the subdivision everything I heard said can be handled Wednesday the 12<sup>th</sup> with mail tomorrow with a fairly simple change in wording and all ready wording been done so I would propose that the proper authorities Mr. Saunders, Mr. Shepherd, Mr. Jackson and the Staplers would finish their communication and I would be very agreeable to coming back as early as Monday of next week or Friday of this week to go ahead you know that at 8:30 it is costing him \$28,500.00 at 9:15 it is \$28, 750 so we need to help him. And let’s get this going for him.

to a Special meeting to be held on July 20, 2006 at 7:00 p.m. Seconded by Jerry Williams.

FOR: UNANIMOUS THE MOTION CARRIED 5-0

**16. Council will convene in executive session pursuant to Texas Government Code Section 551.074- Personnel- For the purpose of reviewing and evaluating performance and duties of Mayor and Council.**

At 10:00 p.m. Nita Watkins made a motion for the council to convene in executive session.

Seconded by Jerry Williams

FOR: UNANIMOUS THE MOTION CARRIED 5-0

At 11:30 p.m. Nita Watkins moved to go into regular session Seconded by Jerry Williams

FOR: UNANIMOUS

THE MOTION CARRIED 5-0

No action taken.

**17 Adjourn**

Nita Watkins made a motion to adjourn. Seconded by Jerry Williams

FOR: UNANIMOUS

THE MOTION CARRIED 5-0

**ATTEST:**

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

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**TOWN SECRETARY**