

City of Shoreacres



NOTICE OF MEETING

Notice is hereby given that a Regular Meeting of the
City Council
of the City of Shoreacres, Texas, will be held on
Monday, July 22, 2013 at 7:00 p.m.
in the City Council Chambers on the first floor at City Hall, 601 Shore Acres Blvd.,
Shoreacres, Texas, at which time the following subjects will be discussed, to wit:

1.0 CALL TO ORDER / ROLL CALL: Members Present and Absent

2.0 PLEDGES OF ALLEGIANCE

Texas Pledge:

Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

3.0 SPECIAL PRESENTATIONS

4.0 APPROVAL OF MINUTES

- 4.1 Regular Council Meeting: July 8, 2013.
- 4.2 Council Workshop Meeting: July 15, 2013.

5.0 COUNCIL REPORTS & REQUESTS

- 5.1 Mayor pro tem Webber – Report on meetings attended.

6.0 PUBLIC HEARINGS & PUBLIC COMMENTS

- 6.1 Citizen Comments: Ron Hoskins – Proper procedure & Robert's Rules of Order.
- 6.2 Citizen's Comments

This is the opportunity for citizens to comment on items which do not appear on the agenda. Time is limited to five minutes per speaker. Members of Council are prohibited by law from participating in the discussion or deliberation of items that are not specifically identified on this agenda.

7.0 ADMINISTRATIVE REPORTS

- 7.1 City Administrator – General activity report.
 - 7.1.1 FEMA Disaster Recovery audit and payment update.
 - 7.1.2 Randall J. French Police Station designation.
 - 7.1.3 BetterStreets2Neighborhoods program update.
- 7.2 Chief of Police – Reserve officer program.
- 7.3 Public Works Director – Introduction of new employees.
- 7.4 Monthly Financial report. ^{Stall}

8.0 BUSINESS

- 8.1 Consideration and approval of invoices. ^{Stall}
- 8.2 Discussion and possible action regarding the extension of Hurricane Ike temporary housing permit #13 (518 Meadowlawn) issued under Ordinance No. 2010-58 extended to expire July 22, 2013. ^{Stall}
- 8.3 Consideration and action to adopt Resolution No. 2013-116 designating a grant administrator for the Coastal Impact Assistance Program grant awarded to the City of Shoreacres for design, engineering and permitting of an erosion control project at Miramar Park; authorizing the Mayor to execute documents as may be necessary to make such designation on behalf of the City. ^{Stall}
- 8.4 Discussion and action to direct staff to prepare a policy requiring no less than three independent state licensed inspectors to perform inspections required by the city. ^{Schnell}
- 8.5 Consideration and selection of Citizen of the Year. ^{Webber}
- 8.6 Consideration and selection of Employee of the Year. ^{Webber}
- 8.7 Consideration and action regarding coyotes. ^{Webber}
- 8.8 Discussion and possible action to modify the officially approved minutes of the May 28, 2013, regular session meeting of the city council by requested of Gerry Victor. ^{Webber}
- 8.9 Consideration and possible action regarding increased costs for the replacement of the Public Works Building roof. ^{Stall}

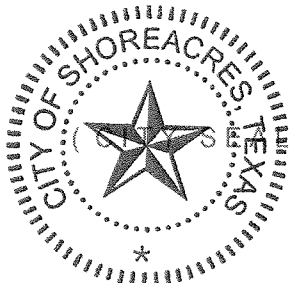
9.0 ADJOURNMENT

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the City of Shoreacres, Texas is a true and correct copy of said Notice and that I posted a copy of said Notice on the bulletin board at City Hall on July 18, 2013 at or before 10:00 p.m., at a place convenient and readily accessible to the general public at all times; to remain so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

DATED THIS 18TH DAY OF JULY 2013.

BY: _____

David K. Stall, CFM, City Administrator / City Secretary



SHOREACRES, TEXAS

The City Council of the City of Shoreacres reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).

The City Council Chamber is wheelchair accessible and accessible parking spaces are available.



City of Shoreacres



MEETING MINUTES

The City Council of the City of Shoreacres, Texas, met in Regular Session on
Monday, July 8, 2013 at 7:00 p.m.
in the City Council Chambers of City Hall, 601 Shore Acres Blvd., Shoreacres, Texas
with the following present constituting a quorum:

Mayor	Matt Webber
Mayor pro tem	Rick Moses
Alderman	Steven Jones
Alderwoman	Bo Bunker
Alderman	Nancy J. Schnell

City Administrator / City Secretary David K. Stall

1.0 CALL TO ORDER / ROLL CALL:

The meeting was called to order by Mayor Webber at 7:00 p.m.

2.0 PLEDGE OF ALLEGIANCE

3.0 SPECIAL PRESENTATIONS

4.0 APPROVAL OF MINUTES

- 4.1 Regular Council Meeting, June 24, 2013. Rick Moses moved to approve the June 24, 2013 Regular Council Meeting minutes; seconded by Nancy Schnell. Motion carried unanimously.

5.0 COUNCIL REPORTS & REQUESTS

- 5.1 Mayor Webber had an introduction meeting with Michel Bechtel, City of Morgan's Point Mayor pro tem. Also met with Ross Tuckwiller, the Houston Yacht Club General Manager to discuss opportunities that could prove beneficial to both the Club and our community. Attended the ribbon cutting ceremony of the Dolphin Lagoon Splash Park in Clear Lake Park. Together with Officer Thompson and Manolescu, he participated in the City of La Porte's 4th of July parade. Attended the 2013 Elected Officials Hurricane Briefing with Mr. David Stall, the briefing was hosted by Judge Ed Emmett, Director of the Harris County Office of Homeland Security & Emergency Management.
- 5.2 Alderwoman Schnell attended the Port of Houston (POHA) boat tour for elected officials and had the opportunity to meet with POHA Commissioners. Seizing the opportunity, Ms. Schnell approached Commissioner Burke to request consideration of the donation of playground equipment for Circle Park. She reported that he was very open with the idea of helping. Attended the Flood Rate Map open house in Webster and met with FEMA representatives. She presented a summary of the Q&A session: All across the board there will be a 5% increase in the flood insurance rates, some of this increase may be offset with our CRS credit. FEMA will slowly phase in their requirement of an

elevation certificate from all homeowners within next five year. At the end of the five year period, flood insurance rates might increase up to twenty percent for those homeowner's that do not comply with FEMA's requirements.

6.0 PUBLIC HEARINGS & PUBLIC COMMENTS

6.1 Citizen's Comments:

3346 Miramar – Mr. Gerry Victor believes that his comments were incorrectly reflected on the May 28, 2013 minutes, therefore, he requested Council to delete his comments from the official minutes. Mr. Victor went on to express his concerns to Council about the use of the reserve fund.

315 Shore Acres Blvd. – Mr. Mike Wheeler requests that the City install additional culverts at Circle Park for ease of park access at community sponsored events such as the Crawfish and BBQ Cook-off.

616 Baywood – Ms. Darlene Bays suggested a one or two dollar fee to be added to the water bill especially designated for park improvements. She also asked about the city's code enforcement of maintenance on vacant lots.

825 S. Country Club – Mr. Benedict Duggie objected to the suggestion of an additional fee for park improvement and stresses the desperate need of ditch mowing on S. Country Club.

1017 W. Forest – Mr. David Jennings objected to the suggestion of additional fee for park improvement. He also complimented the police department for providing a valuable "vacation watch" service for our residents.

7.0 ADMINISTRATIVE REPORTS

7.1 City Administrator Report:

Mr. Stall reported the following:

- Street projects are progressing as expected.
- Lighting equipment is now installed for the entrance flag pole.
- The gaff portion of the flagpole is in the process of being removed.

7.2 Monthly Police Report:

- There were 90 calls of service.
- June 11, 2013 assisted Seabrook PD with a vehicle pursuit.
- 37 citations were issued.
- 4 theft incidents were reported
- Code violation: 3 letters were mailed out and 3 citations were issued.
- All full-time officers are certified in Taser use.
- Chief Newman completed the required FEMA Incident Command course of all Emergency Management personnel.

7.3 Monthly Public Works Report – Mr. David Sutton reported that water usage for the month is up comparing to last month. The city has responded to numerous unexpected water line repairs resulting from road construction. The vacant Public Works position has been filled and we are back to full staffing allow the city to get back on track with ditch mowing.

8.0 BUSINESS

8.1 Discussion of permissible and desirable lines of communication between council.

Mayor Webber reminded Council members of the Texas Open Meeting Act and that it includes all electronics communication.

8.2 Consideration and approval of invoices.

Nancy Schnell moved to pay our bills; seconded by: Rick Moses. Motion carried unanimously.

8.3 Consideration and action to fill the office of alderman by appointment until the next regular election is held.

Nancy Schnell moved to fill the office of alderman and open nominations. Rick Moses nominated Paul Croas; Steven Jones nominated Richard Adams; Bo Bunker nominated Mike Wheeler. Nominations were closed.

All three nominees addressed council and responded to questions from council and the public.

Mayor Webber called for a vote. The results were one vote for Paul Croas; one vote for Richard Adams; and, two votes for Mike Wheeler. No nominee received a majority vote.

Mayor Webber called for a second vote. The results were one vote for Paul Croas; one vote for Richard Adams; and, two votes for Mike Wheeler. No nominee received a majority vote.

Bo Bunker moved to appoint Mike Wheeler to the position of alderman; seconded by Nancy Schnell. Motion carried with Jones opposed.

8.4 Administer Oath of Office to newly appointed alderman.

Mayor Webber administered the Oath of Office to Mr. Mike Wheeler.

8.5 Discussion and action to elect a Mayor pro tem for a one-year term.

Bo Bunker moved to appoint Rick Moses as Mayor pro-tem; seconded by Steven Jones. Motion carried unanimously.

8.6 Consideration and approval of Resolution No. 2013-111 authorizing representatives to sign on accounts and represent the city in transacting business with Wells Fargo Bank.

Nancy Schnell moved to approve Resolution No. 2013-113 as written adding Rick Moses to the blank left for Mayor pro tem; seconded by Bo Bunker. Motion carried unanimously.

8.7 Consideration and approval of Resolution No. 2013-112 amending representatives authorized to sign on, and transact business with TexPool.

Nancy Schnell moved to approve Resolution No. 2013-112 as written adding Rick Moses to the blank left for Mayor pro tem; seconded by Bo Bunker. Motion carried unanimously.

City of Shoreacres – Meeting Minutes

- 8.8 Consideration and approval of Resolution No. 2013-115 approving and authorizing the Mayor to execute an interlocal agreement with Harris County for access and use of information maintained by the Southeast Texas Crime Information Center.

Rick Moses moved to approve Resolution No. 2013-115; seconded by Nancy Schnell. Motion carried unanimously.

- 8.9 Consideration and action to adopt Resolution No. 2013-116 designating a grant administrator for the Coastal Impact Assistance Program grant awarded to the City of Shoreacres for design, engineering and permitting of an erosion control project at Miramar Park; authorizing the City Administrator to execute documents as may be necessary to make such designation on behalf of the City.

Nancy Schnell moved to postpone Resolution No. 2013-116 to the July 22, 2013 Council meeting; seconded by Steven Jones. Motion carried unanimously.

- 8.10 Consideration and approval of Ordinance No. 2013-137 amending the City Code by repealing the expiration of the assessment and collection of the municipal court technology fee.

Bo Bunker moved to approve Ordinance No. 2013-137; seconded by Rick Moses. Motion carried unanimously.

- 8.11 Discussion and action to direct staff to prepare a policy requiring no less than three independent state licensed inspectors to perform inspections required by the city.

Nancy Schnell moved to postpone discussion to the July 22, 2013 Council meeting; seconded by Steven Jones. Motion carried unanimously.

9.0 ADJOURNMENT.

Nancy Schnell moved to adjourn the meeting at 9:30 p.m.; seconded by Mike Wheeler. Motion carried unanimously.

PASSED AND APPROVED ON THIS 22ND DAY OF JULY, 2013.

(CITY SEAL)

Matt Webber, Mayor

ATTEST:

David K. Stall, CFM
City Administrator / City Secretary

City of Shoreacres



MEETING MINUTES

The City Council of the City of Shoreacres, Texas met in Workshop Session on
Monday, July 15, 2013 at 6:00 p.m.
in the Tom Coleman Room of City Hall, 601 Shore Acres Blvd.,
Shoreacres, Texas, with the following present constituting a quorum:

Mayor	Matt Webber
Mayor pro tem	Rick Moses
Alderman	Bo Bunker
Alderwoman	Nancy Schnell
Alderman	Mike Wheeler
City Administrator / City Secretary	David Stall
Absent - Alderman	Steve Jones

1.0 CALL TO ORDER / ROLL CALL:

The meeting was called to order by Mayor Matt Webber at 6:00 p.m.

2.0 WORKSHOP

- 2.1 Discussion of the General Fund and Utility Fund operating budgets for fiscal year 2012/2013; revenue forecast for fiscal year 2013/2014; budget priorities for fiscal year 2013/2014.

Council discussion.

3.0 ADJOURNMENT

Nancy Schnell moved to adjourn; seconded Rick Moses. Motion carried unanimously. Meeting adjourned at 8:00 p.m.

PASSED AND APPROVED THIS 22ND DAY OF JULY 2013.

Matt Webber, Mayor

(CITY SEAL)

ATTEST:

David K. Stall, City Administrator / City Secretary

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TEXAS DEPARTMENT OF PUBLIC SAFETY



Item 7.1.1
07.22.2013

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
ADA BROWN
ALLAN B. POLUNSKY
RANDY WATSON

01 July 2013

CITY OF SHOREACRES
601 SHORE ACRES BLVD
SHOREACRES, TX 77571-7262

RE: FEMA - 1791 H Ike - PASS-THRU

This is to inform you that \$30,107.39, in disaster relief funds associated with the above referenced disaster has been Directly Deposited into your jurisdiction/ organization's account.

These are federal funds (CFDA #97.036) from FEMA, passed through the Texas Department of Public Safety's Division of Emergency Management. If your organization has expenditures over \$500,000 in federal funds within a fiscal year that began December 31, 2003 or later, you must have an audit done in accordance with the Single Audit Act Amendment of 1996 (OMB Circular A-133).

Please share this letter with your FEMA grant coordinator.

This letter concerns the following project ID number(s):

Bundle 24 PW 00207(0) -- \$13,584.81 - (Ob \$54,339.23 - Pd \$40,754.42); Bundle 374 PW 00207(1) -- \$18,113.08 ; Bundle 706 PW 00207(2) -- (\$1,590.50) Per Audit Report. Final Payment for PW 00207 based on FEMA approved Audit results. Paying 100% of the Federal Share.

If you have any questions concerning the computation or audit requirements, please call Debra Lewis at 5124374048 or email at debra.lewis@dps.texas.gov.

Sincerely,

Edwin Staples
FMS Administrator
Texas Division of Emergency Management

TEXAS DEPARTMENT OF PUBLIC SAFETY

Item 7.1.1
07.22.2013

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COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
ADA BROWN
ALLAN B. POLUNSKY
RANDY WATSON

01 July 2013

CITY OF SHOREACRES
601 SHORE ACRES BLVD
SHOREACRES, TX 77571-7262

RE: FEMA - 1791 H Ike - PASS-THRU

This is to inform you that \$174,346.21, in disaster relief funds associated with the above referenced disaster has been Directly Deposited into your jurisdiction/ organization's account.

These are federal funds (CFDA #97.036) from FEMA, passed through the Texas Department of Public Safety's Division of Emergency Management. If your organization has expenditures over \$500,000 in federal funds within a fiscal year that began December 31, 2003 or later, you must have an audit done in accordance with the Single Audit Act Amendment of 1996 (OMB Circular A-133).

Please share this letter with your FEMA grant coordinator.

This letter concerns the following project ID number(s):

Bundle 28 PW 00508(0) -- \$18,438.63 (Ob \$73,754.53 - Pd \$55,315.90); Bundle 119 PW 00508(1) -- \$160,907.58 (Ob \$1,595,796.81 - Pd \$1,434,889.23); Bundle 723 PW 00508(2) -- (\$5,000.00) de-ob for cost under-run. Balance owed applicant = \$174,346.21. Final Payment for this PW. Paying 100% of the Federal Share.

If you have any questions concerning the computation or audit requirements, please call Debra Lewis at 5124374048 or email at debra.lewis@dps.texas.gov.

Sincerely,

A handwritten signature in cursive script, reading 'Edwin B. Staples'.

Edwin Staples
FMS Administrator
Texas Division of Emergency Management

**TEXAS DEPARTMENT OF PUBLIC SAFETY
INTEROFFICE MEMORANDUM**

Item 7.1.1
07.22.2013

TDEM Recovery

RECEIVED

JUN 26 2013



TO: Kenneth Kidd
Public Assistance Officer

FROM: Frank Fultz
Program Auditor

SUBJ: DR 1791 TX PW 272 CAT: A Funded at: 100 %

SUBGRANTEE: City of Shoreacres

I performed a Public Assistance grant program compliance audit of the subgrantee to determine whether the funds awarded and claimed for this Project Worksheet were expended and accounted for in accordance with Federal and State laws, regulations and with the provisions of the grant. My audit was limited to examining a sample of the subgrantee's records to test their compliance with Title 44 Code of Federal Regulations; relevant OMB Circulars; other Federal, State and local guidance; and the terms of the grant regarding documentation of grant expenditures for reimbursement. In my opinion, based on the results of this audit, management can have reasonable assurance that the audit substantiated amount reported below was expended in compliance with the aforementioned laws, regulations and grant provisions.

Project Description: Debris monitoring.

FEMA Awarded Amount	\$302,599.00
FEMA Anticipated Insurance Proceeds	
Audit Results	
Applicant's Claimed Amount per P.4	\$302,599.00
Questioned Costs	\$2,654.00
Total Substantiated Amount	\$299,945.00
Actual Insurance Reimbursed	
Anticipated Insurance Reimbursement	
Total Substantiated Amount to Obligate	\$299,945.00
Award Overrun (Suggest Obligation)	
Award Underrun (Suggest De-obligation)	\$2,654.00

Insurance Statement:

The Applicant stated that no insurance coverage existed for the work referenced in this project worksheet (PW). The Applicant provided documentation of an insurance policy in effect at the time of this incident for further insurance review.



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ADA BROWN
ALLAN B. POLUNSKY
RANDY WATSON

July 03, 2013

Mr. David Stall, City Administrator
Shoreacres
601 Shoreacres Blvd.
Shoreacres, Texas 77571

RE: FEMA DR-1791-TX, City of Shoreacres, PA ID 201-67688-00, Audit Results for Project Worksheet (PW) 00272

Dear Mr. Stall:

A state audit has been conducted on PW 00272 for Shoreacres. This audit report has been forwarded to FEMA Region 6 for approval. Final payment on this project worksheet will be processed after review by FEMA.

An auditor should have discussed the results of the audit with you following completion of the audit. However, if there are any questions or concerns regarding the documentation included, please contact Kenneth Kidd at (512) 424-7827.

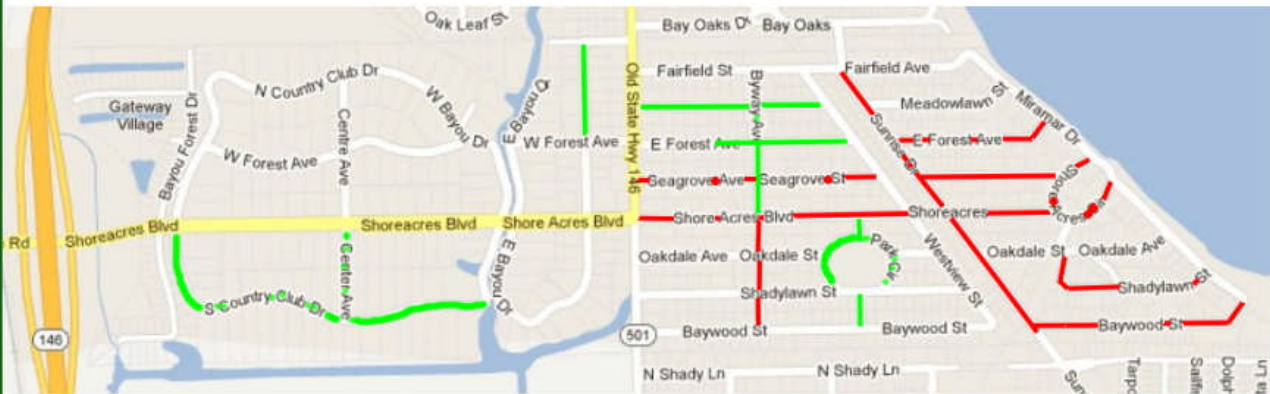
As a reminder, all approved PW's are subject to State and Federal review. Therefore, complete records and cost documents must be maintained for at least three years from the date the last project is completed or the date final payment is received; whichever is later.

Sincerely,

Ben Patterson
Recovery Section Administrator

BP:kk

Enclosure(s): State Audit Report, PW 00272



Dear Neighbor,

In addition to the BetterStreets2Neighborhoods initiative, Precinct 2 Commissioner Jack Morman has secured additional funding through the Texas General Land Office to continue the replacement of storm damaged street with new, wider concrete streets.

The map above indicates these two street contracts (red & green).

Please bear with us if you see our contractors in your neighborhood. We know that these projects are an inconvenience during the short-term; but in the long-term, you will have better streets for the future which will ultimately lead to a safer and happier driving experience.

For more information, please call David Sutton with the City of Shoreacres Public Works Department at 281.470.6451 or Harris County Precinct 2 at 713.455.8104.

Thank you for your patience and understanding.

Jack Morman

**Commissioner
Harris County Precinct 2**

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MEMORANDUM



City of Shoreacres

601 Shore Acres Blvd., Shoreacres, TX 77571-7262 / 281.471.2244 / 281.471.8955 Fax

DATE: July 18, 2013

TO: David K. Stall, City Administrator

CC:

FROM: David W. Newman, Chief of Police

REF: Reserve Officer Proposal

On June 18th, 2013 I met with the Mayor and the Mayor Pro Tem. One of the subjects discussed was weekend staffing and the number of calls for service. A suggestion was made by Mayor Pro Tem Moses to investigate the possibility of using non-paid reserve officers to supplement the full time officers on duty over the weekends.

After researching the proposal and working with the resources at hand I determined that the police department could initiate this action at a minimum cost to the city. We currently have two positions open for part time officers. These positions would be filled with non-paid reserve officers. Those officers would be required to work 16 hours per month and would be recruited for the sole purpose of working on the weekends. The patrol supervisor would schedule their shifts and ensure that the requirements are fulfilled.

By implementing this program the residents will benefit by having additional police officers on patrol. The city would also benefit by having increased visibility as well as enhanced officer safety. One of the additional benefits of reserve officers is that because of their full time civilian careers they often bring valuable knowledge and skills with them that can help the community.

To begin the process an advertisement has been placed on the Texas Municipal League website soliciting applications. If this program is successful an increase in the number of reserve officers can be made.

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General Fund			Utility Fund			Service Deposits		
Credits	Debits	Balance	Credits	Debits	Balance	Credits	Debits	Balance
		\$ 37,754.20			\$ 44,189.07			\$ 126,977.48
OCT \$ 192,349.05	\$ (212,961.13)	\$ 17,142.12	\$ 61,502.26	\$ (57,739.75)	\$ 47,951.58	\$ 1,100.00	\$ (14.74)	\$ 128,062.74
Gain/(Loss)	\$ (20,612.08)		Gain/(Loss)	\$ 3,762.51		Gain/(Loss)	\$ 1,085.26	
NOV \$ 209,871.93	\$ (116,951.68)	\$ 110,062.37	\$ 27,026.81	\$ (51,433.58)	\$ 23,544.81	\$ 500.00	\$ (13.09)	\$ 128,549.65
Gain/(Loss)	\$ 92,920.25		Gain/(Loss)	\$ (24,406.77)		Gain/(Loss)	\$ 486.91	
DEC \$ 148,918.69	\$ (91,612.05)	\$ 167,369.01	\$ 39,264.06	\$ (40,051.58)	\$ 22,757.29	\$ 1,545.35	\$ (38.33)	\$ 130,056.67
Gain/(Loss)	\$ 57,306.64		Gain/(Loss)	\$ (787.52)		Gain/(Loss)	\$ 1,507.02	
JAN \$ 441,236.82	\$ (127,674.37)	\$ 480,931.46	\$ 58,601.69	\$ (33,318.73)	\$ 48,040.25	\$ 1,100.00	\$ (925.70)	\$ 130,230.97
Gain/(Loss)	\$ 313,562.45		Gain/(Loss)	\$ 25,282.96		Gain/(Loss)	\$ 174.30	
FEB \$ 243,273.41	\$ (207,375.38)	\$ 516,829.49	\$ 53,115.35	\$ (26,705.50)	\$ 74,450.10	\$ 600.00	\$ (175.12)	\$ 130,655.85
Gain/(Loss)	\$ 35,898.03		Gain/(Loss)	\$ 26,409.85		Gain/(Loss)	\$ 424.88	
MAR \$ 63,643.86	\$ (134,704.82)	\$ 445,768.53	\$ 41,816.84	\$ (28,811.64)	\$ 87,455.30	\$ 3,427.20	\$ (12.66)	\$ 134,070.39
Gain/(Loss)	\$ (71,060.96)		Gain/(Loss)	\$ 13,005.20		Gain/(Loss)	\$ 3,414.54	
APR \$ 43,571.76	\$ (338,193.17)	\$ 151,147.12	\$ 45,281.14	\$ (54,770.13)	\$ 77,966.31	\$ 1,000.00	\$ (17.68)	\$ 135,052.71
Gain/(Loss)	\$ (294,621.41)		Gain/(Loss)	\$ (9,488.99)		Gain/(Loss)	\$ 982.32	
MAY \$ 74,414.97	\$ (143,672.34)	\$ 81,889.75	\$ 42,575.96	\$ (63,118.01)	\$ 57,424.26	\$ 500.00	\$ (12.17)	\$ 135,540.54
Gain/(Loss)	\$ (69,257.37)		Gain/(Loss)	\$ (20,542.05)		Gain/(Loss)	\$ 487.83	
JUN \$ 243,588.02	\$ (103,458.31)	\$ 222,019.46	\$ 42,248.19	\$ (31,805.57)	\$ 67,866.88	\$ 500.00	\$ (10.68)	\$ 136,029.86
Gain/(Loss)	\$ 140,129.71		Gain/(Loss)	\$ 10,442.62		Gain/(Loss)	\$ 489.32	
JUL		\$ 222,019.46			\$ 67,866.88			\$ 136,029.86
Gain/(Loss)	\$ -		Gain/(Loss)	\$ -		Gain/(Loss)	\$ -	
AUG		\$ 222,019.46			\$ 67,866.88			\$ 136,029.86
Gain/(Loss)	\$ -		Gain/(Loss)	\$ -		Gain/(Loss)	\$ -	
SEP		\$ 222,019.46			\$ 67,866.88			\$ 136,029.86
Gain/(Loss)	\$ -		Gain/(Loss)	\$ -		Gain/(Loss)	\$ -	
\$ 1,660,868.51 \$ (1,476,603.25)			\$ 411,432.30 \$ (387,754.49)			\$ 10,272.55 \$ (1,220.17)		
Gain/(Loss) \$ 184,265.26			Gain/(Loss) \$ 23,677.81			Gain/(Loss) \$ 9,052.38		

TxCDBG Fund

		Credits	Debits	Balance
				\$ 2,492.20
OCT	\$ 115,796.64	\$ (115,956.31)	\$ 2,332.53	
	Gain/(Loss)	\$ (159.67)		
NOV	\$ 206,309.51	\$ (206,415.61)	\$ 2,226.43	
	Gain/(Loss)	\$ (106.10)		
DEC	\$ 541,466.48	\$ (438,986.53)	\$ 104,706.38	
	Gain/(Loss)	\$ 102,479.95		
JAN	\$ 0.60	\$ (102,732.27)	\$ 1,974.71	
	Gain/(Loss)	\$ (102,731.67)		
FEB	\$ 198,758.48	\$ (105.60)	\$ 200,627.59	
	Gain/(Loss)	\$ 198,652.88		
MAR	\$ 0.46	\$ (198,783.01)	\$ 1,845.04	
	Gain/(Loss)	\$ (198,782.55)		
APR	\$ 363,955.33	\$ (47.60)	\$ 365,752.77	
	Gain/(Loss)	\$ 363,907.73		
MAY	\$ 1.23	\$ (363,979.75)	\$ 1,774.25	
	Gain/(Loss)	\$ (363,978.52)		
JUN	\$ 48,200.46	\$ (47.60)	\$ 49,927.11	
	Gain/(Loss)	\$ 48,152.86		
JUL			\$ 49,927.11	
	Gain/(Loss)	\$ -		
AUG			\$ 49,927.11	
	Gain/(Loss)	\$ -		
SEP			\$ 49,927.11	
	Gain/(Loss)	\$ -		
		\$ 1,474,489.19	\$ (1,427,054.28)	
	Gain/(Loss)	\$ 47,434.91		

TexPool				
	Deposits	Interest	Withdrawals	Balance
				\$ 953,933.89
OCT	\$ -	\$ 119.66	\$ (150,000.00)	\$ 804,053.55
			Gain/(Loss)	\$ (149,880.34)
NOV	\$ -	\$ 92.42	\$ (100,000.00)	\$ 704,145.97
			Gain/(Loss)	\$ (99,907.58)
DEC	\$ -	\$ 90.03	\$ -	\$ 704,236.00
			Gain/(Loss)	\$ 90.03
JAN	\$ -	\$ 58.96	\$ -	\$ 704,294.96
			Gain/(Loss)	\$ 58.96
FEB	\$ 100,000.00	\$ 51.24	\$ -	\$ 804,346.20
			Gain/(Loss)	\$ 100,051.24
MAR	\$ -	\$ 71.54	\$ -	\$ 804,417.74
			Gain/(Loss)	\$ 71.54
APR	\$ 150,000.00	\$ 72.53	\$ -	\$ 954,490.27
			Gain/(Loss)	\$ 150,072.53
MAY	\$ -	\$ 57.98	\$ -	\$ 954,548.25
			Gain/(Loss)	\$ 57.98
JUN	\$ -	\$ 45.22	\$ -	\$ 954,593.47
			Gain/(Loss)	\$ 45.22
JUL	\$ -		\$ -	\$ 954,593.47
			Gain/(Loss)	\$ -
AUG	\$ -		\$ -	\$ 954,593.47
			Gain/(Loss)	\$ -
SEP	\$ -		\$ -	\$ 954,593.47
			Gain/(Loss)	\$ -
<hr/>				
	\$ 250,000.00	\$ 659.58	\$ (250,000.00)	
<hr/>				
	Gain/(Loss)		\$ 659.58	

Certificate	Issue Date	Interest Paid	Value	Interest Rate	Maturity Date
42716758	7/19/2012		\$ 60,161.20	0.0500%	7/19/2013
42716757	7/19/2012		\$ 60,161.20	0.0500%	7/19/2013
42713649	12/19/2011		\$ 64,709.55	0.8500%	2/19/2014
42713648	12/19/2011		\$ 64,709.55	0.8500%	2/19/2014
			\$ 249,741.50		



Item 7.4
07.22.2013

FY 2012/2013 PROPERTY TAX COLLECTION

2012 Taxable Value: \$ 89,507,567.00

Budgeted Tax Revenue: \$ 800,228.00

Delinquent Taxes: \$ 36,110.51

	Tax Roll		2012 Taxes		Delinquent Taxes			Disbursed Totals	
	Correction (+/-)	Adjusted Value	Current Levy	Collections	Correction	Current Levy	Collections	Month	YTD
OCT	\$ 3,972,657.00	\$ 93,480,224.00	\$ 789,329.39	\$ 21,233.34	\$ (656.10)	\$ 35,454.41	\$ 1,387.20	\$ 23,021.92	\$ 23,021.92
NOV	\$ 3,409,112.00	\$ 96,889,336.00	\$ 818,115.31	\$ 39,676.01	\$ (328.05)	\$ 35,126.36	\$ 2,506.07	\$ 42,863.11	\$ 65,885.03
DEC	\$ 177,655.00	\$ 97,066,991.00	\$ 819,615.41	\$ 428,873.86	\$ -	\$ 35,126.36	\$ 1,987.35	\$ 431,309.81	\$ 497,194.84
JAN	\$ -	\$ 97,066,991.00	\$ 819,615.41	\$ 235,730.66	\$ -	\$ 35,126.36	\$ 1,927.33	\$ 238,181.18	\$ 735,376.02
FEB	\$ (55,804.00)	\$ 97,013,187.00	\$ 819,161.10	\$ 43,501.51	\$ 48.55	\$ 35,174.91	\$ 798.09	\$ 46,117.68	\$ 781,493.70
MAR	\$ -	\$ 97,013,187.00	\$ 819,161.10	\$ 7,685.50	\$ -	\$ 35,174.91	\$ 217.50	\$ 8,544.22	\$ 790,037.92
APR	\$ (14,495.00)	\$ 96,998,692.00	\$ 819,038.70	\$ 5,749.59	\$ -	\$ 35,174.91	\$ 428.92	\$ 6,768.79	\$ 796,806.71
MAY	\$ (381,576.00)	\$ 96,617,116.00	\$ 815,816.74	\$ 5,829.56	\$ (164.02)	\$ 35,010.89	\$ 850.12	\$ 7,570.48	\$ 804,377.19
JUN	\$ -	\$ 96,617,116.00	\$ 815,816.74	\$ 6,721.33	\$ -	\$ 35,010.89	\$ 1,474.47	\$ 9,571.16	\$ 813,948.35
JUL									
AUG									
SEP									

\$ 7,107,549.00	Correction	Collection	\$ 795,001.36	\$ (1,099.62)	Collection	\$ 11,577.05	\$ 813,948.35	Disbursed
						32%	102%	

General Sales Tax (4030)					Road Maintenance Sales Tax (4035)				
	FY-2011	FY-2012	+ / -			FY-2011	FY-2012	+ / -	
OCT	\$ 4,305.10	\$ 5,314.10	\$ 1,009.00	23%	OCT	\$ 1,076.28	\$ 1,328.52	\$ 252.24	23%
NOV	\$ 5,230.01	\$ 5,740.59	\$ 510.58	10%	NOV	\$ 1,307.50	\$ 1,435.15	\$ 127.65	10%
DEC	\$ 4,177.70	\$ 5,091.71	\$ 914.01	22%	DEC	\$ 1,044.43	\$ 1,272.93	\$ 228.50	22%
JAN	\$ 3,741.54	\$ 4,254.22	\$ 512.68	14%	JAN	\$ 935.39	\$ 1,063.55	\$ 128.16	14%
FEB	\$ 4,495.57	\$ 5,352.90	\$ 857.33	19%	FEB	\$ 1,123.89	\$ 1,338.22	\$ 214.33	19%
MAR	\$ 4,305.72	\$ 4,775.10	\$ 469.38	11%	MAR	\$ 1,076.43	\$ 1,193.78	\$ 117.35	11%
APR	\$ 3,832.63	\$ 5,071.94	\$ 1,239.31	32%	APR	\$ 958.16	\$ 1,267.98	\$ 309.82	32%
MAY	\$ 4,016.93	\$ 4,605.09	\$ 588.16	15%	MAY	\$ 1,004.23	\$ 1,151.27	\$ 147.04	15%
JUN	\$ 4,244.66	\$ 5,292.29	\$ 1,047.63	25%	JUN	\$ 1,061.17	\$ 1,323.07	\$ 261.90	25%
JUL	\$ 4,490.28				JUL	\$ 1,122.57			
AUG	\$ 5,147.10				AUG	\$ 1,286.78			
SEP	\$ 4,685.70				SEP	\$ 1,171.42			
TOTAL	\$ 52,672.94	\$ 45,497.94	\$ (7,175.00)	-14%	TOTAL	\$ 13,168.25	\$ 11,374.47	\$ (1,793.78)	-14%
BUDGET	\$ 50,000.00	\$ 52,000.00			BUDGET	\$ 12,500.00	\$ 13,000.00		
+ / -	\$ 2,672.94	\$ (6,502.06)			+ / -	\$ 668.25	\$ (1,625.53)		
	105%	87%				105%	87%		



City of Shoreacres

601 Shoreacres Blvd., Shoreacres, TX 77571-7262 / 281.471.2244 / 281.471.8955 Fax

TEMPORARY HOUSING PERMIT

PERMIT NUMBER: 13

FILE CODE: MEAD 0518

Council Approval Date: 03/22/2010

EXPIRATION DATE: 08/24/2010

Address: 518 Meadowlawn

**This permit is not valid until signed and dated by
both the Applicant and authorized City Official.**

This permit is issued under the authority of Shoreacres City Ordinance 2010-58.

Utility connections shall be maintained in compliance with applicable codes and are subject to approval by the Building Official. Temporary housing shall not be located closer than five (5) feet from side or back property lines and may be placed in part or whole in front of the front building set back line up to the front property line. The temporary housing may not extend beyond the property line into the public right of way without written authorization of the City Administrator.

Temporary housing units must be equipped with a minimum of one (1) readily accessible 5# ABC fire extinguisher and properly functioning smoke detector(s) mounted and maintained in compliance with the manufacturer's instructions.

I understand that the authorization to occupy or have temporary housing on my property (regardless of ownership) expires with this permit on the expiration date shown above; or, seven (7) days after the temporary housing is no longer occupied, whichever occurs first.

This permit is conditioned upon the following additional requirements:

Applicant shall present a written report to City Council on May 24, 2010, providing information and evidence of continued repair or construction progress and estimated completion date. Council reserves the right to rescind this permit at anytime after May 24, 2010, with 90-days notice. Permit expires 30 days after a Certificate of Occupancy is issued for the house being repaired or rebuilt.

I agree to be bound by the terms and conditions of this permit and understand failure to comply with the requirement(s) could result in the revocation of this permit.

I further understand that any person that violates any provisions of Ordinance 2010-58, upon conviction, shall be deemed guilty of a misdemeanor and subject to a fine of up to \$1,000.00 per day for each day of violation.

Owner

City Administrator

Date

Date

Nickla G. Montgomerie
March 28, 2010

29 MAR 10



City of Shoreacres

601 Shore Acres Boulevard, Shoreacres, Texas 77571-7262
281.471.2244 • Fax 281.471.8955 • www.CityofShoreacres.us



Item 8.2
07.22.2013

David K. Stall, CFM
Administrator
City Secretary

June 11, 2013

MEAD 0518

Vicki Montgomery
518 Meadowlawn
Shoreacres, TX 77571

Dear Ms. Montgomery:

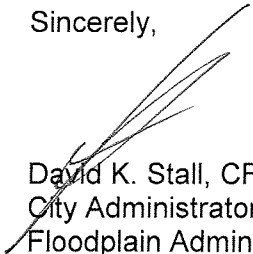
By action of the City of Shoreacres' City Council on June 10, 2013, the Temporary Housing Permit (#13) for 518 Meadowlawn has been extended to expire on July 22, 2013. This extension is conditioned upon evidence of active repair or construction progress.

Shoreacres City Ordinance 2010-58 requires that upon the expiration of your Temporary Housing Permit the housing be promptly removed. After the permit expires it shall be unlawful to occupy the temporary housing; or, allow the temporary housing to be placed on or to remain on any residential lot you own, lease, occupy, or otherwise exercise legal control over.

All utilities (water, sewer, electric, & gas) must be properly disconnected and removed from the temporary housing unit by qualified personnel. Please contact the Building Department for appropriate plumbing and electrical building permits. Inspections will be required.

If you have any questions please feel free to call me at 281.471.2244 or e-mail me at administrator@cityofshoreacres.us.

Sincerely,


David K. Stall, CFM
City Administrator
Floodplain Administrator

**RESOLUTION No. 2013-116
CITY OF SHOREACRES**

A RESOLUTION DESIGNATING A GRANT ADMINISTRATOR FOR A COASTAL IMPACT ASSISTANCE PROGRAM (CFDA # 15.668) GRANT NUMBER F13AF00131 AWARDED TO THE CITY OF SHOREACRES FOR "SHOREACRES SHORELINE RESTORATION" BY THE UNITED STATES DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE THROUGH HARRIS COUNTY; AUTHORIZING THE MAYOR TO EXECUTE SUCH DESIGNATION AND/OR AGREEMENTS AS MAY REQUIRED TO EFFECT SAME; AND, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREACRES:

That the City Council hereby approves and authorizes contract, agreement, or other undertaking necessary to designate Riveron Corporation of Friendswood, Texas, as the City's grant administrator for a Coastal Impact Assistance Program (CFDA # 15.668) grant number F13AF00131 awarded to the City Of Shoreacres for "Shoreacres Shoreline Restoration" by the United States Department of the Interior, Fish and Wildlife Service through Harris County.

That the City Council hereby authorizes the Mayor to execute those documents necessary to make such designation on behalf of the City of Shoreacres.

That the City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED, this 22nd day of July, 2013.

CITY OF SHOREACRES

(CITY SEAL)

By: _____
Matt Webber, Mayor

ATTEST:

David K. Stall, CFM, City Secretary

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Shoreacres Shoreline Restoration and Environmental Improvements

Project Contact:

Contact Name: David Stall, City Administrator
Address: City of Shoreacres
Telephone number: 281-471-2244
Fax number: 281-471-8955
E-mail address: administrator@cityofshoreacres.us

Project Summary:

Location: Miramar Park on Galveston Bay in Shoreacres
29°34'01.29"N, 95°01'06.15"W
Duration: 18 months
Total CIAP funds requested: \$250,000
Estimated CIAP costs per calendar Year: \$250,000 (2009)

Project Description:

The Miramar Park project will address the historical shoreline erosion experienced along this publicly owned waterfront section of Galveston Bay. This project is to protect approximately 3,075 feet of shoreline; to protect approximately 14 acres of public park land; and, restore approximately four acres of park land lost as a result of erosion from Hurricane Ike. Preserving this open space will maintain the recreational value of Miramar Park and guard against damage and/or loss of Miramar Drive and other critical infrastructure.

The pace of erosion has been significant--a comparison of 1958 and 2002 shorelines indicates a loss of approximately 200 feet inland along the entire length of Miramar Park. The prior study indicates erosion was caused not only by natural wave action but also aggravated by ship wakes that have grown larger and more frequent, as the size and number of ships serving the Port of Houston Ship Channel and Bayport facilities continue to increase. Subsidence also affected erosion in this area, but has recently been minimized by limiting the extraction of ground water. An additional 200 feet of land at the north third of Miramar Park was lost as a result of Hurricane Ike, and this area will also be restored. Currently, the preferred alternative includes concrete revetments (with piers) to protect the shoreline at the transition of marsh to shore. A revetment would prevent the tremendous damage created when Hurricane Ike displaced the riprap onto the road and private property west of the shoreline.

This project will also protect public access and infrastructure by replacing marginally effective riprap with a combination of concrete revetment and concrete rock filled stainless steel gabion breakwaters. Completion will improve water safety during recreational activities, e.g. boating and fishing. In addition to erosion control, the construction will provide increased storm surge protection and help prevent the erosional impacts of cargo ships and tanker wakes on the Park shoreline. Following completion, there will be increased recreational and educational opportunities, improved water quality, and, overall improvement of safety and community quality of life.

The phase for which CIAP funding is being sought is for construction engineering services and permit applications. The City has conducted a preliminary assessment of needs with the selection of a preferred alternative, including survey of residents and public meetings. The project will consist of the following tasks: conceptual design and public coordination, permitting, preliminary and final engineering design, environmental assessment, and permit applications. Deliverables include construction design, contractor performance requirements, preparation of bid specifications, and all documents for permit applications. These deliverables could be completed in 14-16 months.

Service contract(s) will be awarded in accordance with Harris County Purchasing Procedures, which require a competitive bid or "Request for Proposal" for purchases over \$25,000. A bid usually takes between 6-8 weeks to complete, from generating the specifications, awarding the contract in Commissioners' Court, based on the lowest bid, and issuing a Purchase Order. CIAP funds will be used for the following design elements: the design and placement specifications for concrete revetments, as well as the design and placement specifications for concrete or rock-filled, stainless steel breakwater, shoreline marsh restoration, and restoration of the shoreline. The preferred alternative is a concrete revetment placed at the shoreline; placement of concrete rock filled stainless steel breakwater elements offshore; marsh restoration between the shoreline and breakwater; and restoration of the bay shoreline. Shoreacres will also seek funding for construction in future CIAP funding cycles.

Authorized Use #1:

Projects and activities for the conservation, protection, or restoration of coastal areas, including wetland.

This project will result in protection of a section of shoreline and prevention of erosion. Accomplishing the objectives of this project will improve water quality and the quality of fish habitat along that section of shoreline. The shoreline of Miramar Park has been damaged by the boat wakes and other human activities, in addition to damage suffered as a result of Hurricane Ike. Trash has accumulated in the water and along the shoreline. Vegetation has been damaged by some uses. The project will restore and protect the Miramar Beach shoreline, as well as signage and other educational efforts aimed at reduced damaging behavior in the future.



Building Inspection Services

Ensuring construction conforms to regulatory requirements

BUSINESS CHALLENGE

There are a number of challenges a public agency faces when performing plan reviews.

- Large and complex construction projects can place a burden on existing building department staff. These types of projects consume a great percentage of resources and cause unreasonable delays to the public.
- Construction can be so complex in nature and scope that additional expertise is needed to augment staff.
- Staff outages due to illnesses, vacations, and turnover interrupt the inspection schedule.
- Low budgets result in poor customer service and a lack of technical expertise.



SOLUTION

What is Building Plan Review?

Building Inspection is the process of validating the construction of a project conforms to regulatory requirements. Other related terms include Building Safety Inspections, Code Inspections, Code Compliance, Fire and Life Safety Inspections. Depending on the building type and occupancy, inspection consists of one or more of the following disciplines:

- Accessibility
- Architectural
- Electrical
- Energy
- Fire
- Life Safety
- Mechanical
- Plumbing
- Structural

Bureau Veritas teams with public agencies to provide their customers, the development community, with a high level of customer service, experience, and technical expertise. We are experienced in the inspection of all building types and occupancies. Our inspection staff includes professional engineers, structural engineers, fire marshals, electrical engineers, architects, and ICC Certified professionals with many years of experience.

What are the key benefits?

- Demand-driven resources encourage development - Partnering with Bureau Veritas provides the public agency with unlimited resources. As the demand on the agency increases, Bureau Veritas supplements the agency with additional resources. The result is an efficient and cost-effective solution to ensuring construction conforms to the state and locally adopted codes and standards.
- Availability of technical experts - With a network of 700 offices and 42,000 employees in more than 140 countries, Bureau Veritas has the resources to handle any project that comes along.



WHY CHOOSE BUREAU VERITAS?

Knowledge and Expertise - Certified by the International Code Council, Bureau Veritas staff is proficient in the application of design and testing standards and has participated in the development of design standards on many different levels. A number of our employees are members of various industry associations, as well as moderators and speakers at the Building Professional Institute and International Code Council Conferences. Through our memberships and participation, we receive technical support and interpretations from other industry experts, colleagues and industry leaders.

Personalized Service - Bureau Veritas will proactively ensure exceptional customer service, balance development momentum with code compliance / processing requirements, and seamlessly serve as an extension of the client's staff.

OUR APPROACH

At Bureau Veritas, our #1 goal is to meet and exceed the service levels required from our municipal clients. Our commitment is to provide staff continuity, close communication, immediate accessibility to staff & information, implementation of best practices, and proactively solve issues not clearly identified in the code.

FAQ

What are your turnaround times?

All inspections are performed the next business day after the request has been made.

Do you offer after-hour, weekend, and same-day re-inspections?

Yes. We understand the importance of the construction schedule and will make ourselves available to help keep the construction momentum moving forward.

RELATED SERVICES

Bureau Veritas offers a comprehensive range of code compliance services, including:

- Building Plan Review
- Building Inspection
- Building Department Administration
- Civil Plan Review & Inspection
- Food Establishment Inspections
- Disaster Recovery
- Third Party Plan Review & Inspections

We specialize in listening to the customer, understanding exactly what they need and select accordingly the people and resources to promote the customer effectively.



MASTER CONTRACT FOR PLAN REVIEW AND INSPECTION SERVICES

This Agreement is for plan review and inspection services provided by Bureau Veritas North America Inc., (herein called "BVNA"), for _____ (Jurisdiction). BVNA will have an exclusive contract for Third Party Plan Review and Inspection of Residential and Commercial Projects.

BVNA and the representatives of BVNA are charged as the Department of Building Safety for the provisions of the Jurisdiction's Adopted Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, and Energy Code as defined by the 2003 International Building Code as published by the International Code Council.

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, and Energy Code acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Energy Code, and other provided documents as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, and Energy Code. Special inspections as specified in chapter 17 of the 2003 International Building Code are not included and may be required as specified in the 2003 International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

Fees

In exchange for the services, the Jurisdiction will pay to BVNA fees according to the schedule attached hereto and incorporated herein for all purposes on Exhibit A, ("Fee Schedule"). The Jurisdiction will be billed for services rendered monthly, due Net 30.

Indemnity

Jurisdiction agrees to hold harmless, indemnify and defend BVNA, and its employees, affiliates, officers, directors and agents and subcontractors, and each of their employees, affiliates, officers, directors and agents, against all claims, suits, fines and penalties, including attorney's fees and other costs of settlement and defense, when such liabilities arise out of or are related to this Agreement or the Services, except to the extent that they are caused by BVNA's gross negligence or willful misconduct.

Risk Allocation and Limitation of Liability



The total aggregate liability of BVNA shall not exceed \$50,000 or the amount of the total project fees hereunder, whichever is greater, for BVNA's grossly negligent professional acts, or errors or omissions. Jurisdiction agrees that in no instance shall BVNA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, Subcontractor or any other party. Jurisdiction also agrees that BVNA shall not be responsible for the means, methods, procedures performance or safety of the construction contractors or Subcontractors, or for their errors or omissions.

Resolution of Disputes

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Jurisdiction and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Jurisdiction and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against BVNA shall be brought within one-year of the work or services performed under this Agreement. Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

Assigns

Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state where the work is performed in a court of competent jurisdiction.

Waiver of Jury Trial

Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

Third Party Beneficiary

It is expressly understood & agreed that the enforcement of these terms and conditions shall be reserved to Jurisdiction and BVNA. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of Jurisdiction and BVNA that any such person or entity,



other than Jurisdiction or BVNA, receiving services or benefits under this agreement shall be deemed an incidental beneficiary.

Non-Solicitation / Hiring of Employees

To promote an optimum working relationship, Jurisdiction agrees in good faith not to directly or indirectly employ or otherwise engage any employee of BVNA or any person employed by BVNA, within the prior six month period without the prior written consent of BVNA. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. Jurisdiction further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Jurisdiction should breach this provision and without limiting any other remedy that may be available to BVNA, Jurisdiction shall pay to BVNA a sum equal to the employee's current annual salary plus 12 additional months of the employee's current annual salary for training of a new employee as liquidated damages.

Interpretation of Agreement

This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

Termination

This agreement may be terminated without penalty by either party with 90 days written notice.

Representative of Bureau Veritas North America Inc.

Title

Print Name

Date

Jurisdiction

Representative of Jurisdiction

Title

Print Name

Date



**EXHIBIT A
FEE SCHEDULE**

Commercial and Multi-Family construction plan review*

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Single Family Residential construction plan review and inspection*

Commercial and Multi-Family construction inspection*

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

*All fees billed upon issuance of the permit by the jurisdiction.

From: gerald.victor <gtv1@sbcglobal.net>
Sent: Wednesday, July 10, 2013 10:26 AM
To: matthew.b.webber@gmail.com; David Stall
Cc: njs74@att.net; Bo Bunker; Rick Moses
Subject: Correction to Minutes of May 28,2013
Attachments: cm130528[signed].pdf

Follow Up Flag: Follow up
Flag Status: Flagged

In follow up to my request presented to Council at the July 8, 2013 Meeting, please make the following correction to the minutes of May 28, 2013:

Under 6.1 Citizens Comments:

3346 Miramar, please change to read:

"Mr. Gerry Victor commented on the 2011-12 year-end audit report. Would like for Council to re-instate the audit review board. Also, expressed concern about use of reserve funds for non-critical expenditures."

or amend comment as follows:

Sentence in minutes: "Mr. Gerry Victor commented on the 2011-12 year-end audit report. Would like for Council to re-instate the audit review board. Before lke the reserve fund was approx. \$1.4 million, to date we've spent approx. \$380,00 from the fund"....

Amend sentence to read: "Mr. Gerry Victor commented on the 2011-12 year-end audit report. Would like for Council to re-instate the audit review board. Before lke the reserve fund was approx. \$1.4 million. In October 2011 according to the Financial Audit the balance was \$1,184,756. On March 17, 2013 according to the Financial Statement the reserve balance was \$804,346."

Thank You
Gerry Victor

Lu----- Original Message -----

From: gerald.victor
To: gerald.victor
Sent: Tuesday, July 09, 2013 12:14 PM
Subject: cm130528[signed].pdf

510 Meadowlawn – Ms. Suzette Gunter asked “if it is correct that in round 2 of the road repair, the project only allotted for one driveway apron replacement per resident even if the resident originally has a double driveway?”

616 Baywood – Ms. Darlene Bays congratulates the newly elect Council members and wishes them the best on their endeavor to serve. She also verbalized a “NEED” list for Council to considered, and they are as follows:

- Would like an information package to be handed out to citizens at Council meeting, which would include a financial section.
- Purchase a mosquito sprayer and send one of our PW employees to school for certification.
- All office staff needs to have the Notary certification.
- The stairs to city hall is not handicap accessible.
- Need to have an expiration date for all building permits.
- Set-up a regular ditch mowing schedule.
- Need to accumulate additional funds for parks improvement. For example, a small fee to be added to the monthly water bill.
- Additional pavilions.
- Issued a bond to build a new city hall that are handicap accessible and are able to accommodate a large turn-out at City functions.

3346 Miramar - Mr. Gerry Victor commented on the 2011-12 year-end audit report. Would like for Council to re-instate the audit board. Before IKE the reserve fund was \$1.4 million, to date we've spent \$380,000 from this fund; the city needs to stop dipping into the reserve fund.

1017 W. Forest - Mr. David Jennings commented that he's opposed to any bond issued. Made referenced to the local government code, regarding the timeline for newly elected officials to take office. Questioned the city's payment of range fees and reserve police certification for Mr. Stall.

7.0 ADMINISTRATIVE REPORTS

7.1 City Administrator General Activity Report:

Mr. Stall reported on the followings:

- Over the week-end the main pump at lift station #1 was put out of service and will be repaired under warranty.
- Round 2.2 of the road replacement projects are on track as expected.
- In June, the asphalt road repair project will start as planned.
- Responding to Ms. Gunter - Harris County are responsible for the Round 2.2 of the road replacement project. We do not have any control in how the project is being carried out. In regard to the driveway apron replacement, it should be replaced the same as before.
- Responding to Mr. Stanton - Even though some of the board members terms have expired; these members will continued to performed their duty until new members are appointed to replaced them.

**RESOLUTION No. 2013-114
CITY OF SHOREACRES**

A RESOLUTION APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO CONTRACT FOR THE REPLACEMENT OF THE ROOF ON THE PUBLIC WORKS BUILDING; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

* * * * *

WHEREAS, the City of Shoreacres has budgeted (6820-50) for the replacement of the roof on the Public Works Department Building during Fiscal Year 2012/2013; and,

WHEREAS, the City Council desires to expend the funds necessary to replace such roof; and,

WHEREAS, competitive quotes for such equipment have been received and the lowest cost qualified vendor has been identified;

NOW, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREACRES:

THAT the City Council hereby approves and authorizes the City Administrator to enter into agreement or contract to accomplish the replacement of the roof on the Public Works Building located at 617 Shore Acres Blvd.

THAT the City Administrator may expend such funds as necessary up to, but not to exceed, twenty-five thousand dollars (\$25,000.00) for such purpose.

The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED, this 24th day of June, 2013.

CITY OF SHOREACRES

(CITY SEAL)

By: _____
Mayor

ATTEST:

David K. Stall, CFM, City Secretary

[BLANK PAGE]





Chatham Construction Company

CONSTRUCTION PROPOSAL/CONTRACT NO. 611-1



Item 8.9
07.22.2013

1617 Cedar Bayou Rd.
Baytown, Texas 77520
Office ..281.427.3838
Fax.....281.427.8358
chathamco@comcast.net

Owner's Name: Jerry Gainer		Owner's Address: 1209 Decker Dr.	
Owner's City: Baytown	Owner's Zip Code: 77520	Owner's Phone: 281-422-8213	Owner's Work Phone: 281-422-8213
Project Name & Address: City of Shoreacres 611 Shoreacres Blvd.			Email: Jerry@bhainc.com
Construction Fund Holder Name (If any): City of Shoreacres		Construction Fund Holder Address: 611 Shoreacres Blvd. LaPorte, TX 77571	

Chatham Construction Company, hereinafter referred to as "Contractor", proposes to furnish all materials and labor necessary to construct and/or improve these premises according to the following terms, specifications and provisions:

a. Description of the work and the materials to be used:

Furnish all material and labor to remove corrugated roof sheathing and replace with 26 gauge white R-panel roof sheathing. Sheathing to be installed per manufactured procedure. Allowing for vinyl covered insulation in proposal. Allowing for two 10' ridge vents. in proposal. Allowing for gutter on back and front of building with three down spouts on front and three downspouts on back of building. Wind storm certificate cost included in proposal.

b. Description of any areas that will NOT be worked on: Chatham Construction Company will not be responsible for damages to any hidden water lines, gas lines or AC lines that may be punctured during the construction phase that may result from punctures.

THIS LIST OF SPECIFICATIONS MAY BE CONTINUED ON SUBSEQUENT PAGES (SEE PAGE NUMBER BELOW)

c. Payment: Contractor proposes to perform the above work, (subject to any additions and/or deductions pursuant to authorized change orders), for the
TOTAL SUM OF \$ **\$24,700.00** DOWN PAYMENT (if any) \$ **\$8,230.00**

<u>PAYMENT DUE WHEN</u>	<u>AMOUNT</u>	<u>PAYMENTS TO BE MADE IN INSTALLMENTS AS FOLLOWS:</u>
1. **SEE NOTE		**BALANCE DUE UPON COMPLETION
2.		
3.		
4.		
5.		

d. Commencement and Completion of Work: Commencement of work shall mean the physical delivery of materials onto the premises and/or the performance of any labor and commencement shall be subject to permissible delays as described in provision (4) on the reverse side.

Approximate Start Date: TBD Approximate Completion Date: TBD

e. Acceptance: This proposal is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties of this agreement. The written terms, provisions, plans (if any) and specifications in this contract is the entire agreement between the parties. Changes in this agreement shall be done by written change order only and with the express approval of both parties. Changes may incur additional charges.

Additional Provisions Of This Proposal Are On The Reverse Side And May Be Continued On Subsequent Pages (see page number below).

approved and accepted (owner) date


approved and accepted (owner)

approved and accepted (contractor) date

OWNER/AGENT, see the "Arbitration of Disputes" provision on page two (provision 10) and the NOTICE following this provision. If you agree to arbitration, initial on the line below the NOTICE where indicated. Also, initial in the same place on EACH COPY of this contract.

NOTE: This contract may be withdrawn or renegotiated after 30 days from 06/07/2013 if not approved and signed by BOTH parties.

ADDITIONAL PROVISIONS- Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract:

 **Item 8.9**
07.22.2013

1. Contract, Plans, Specifications, Permits and Fees. The work described in this proposal/contract shall be done according to the plans and the plan specifications (if any) except in the case of conflict when the provisions of this proposal/contract shall have control over both the plans and the plan specifications. All required building permits will be paid for by Owner and obtained by Contractor. All other charges, taxes, assessments, fees etc., of any kind whatsoever, required by any government body, utility company or the like shall be paid for by Owner.

2. Property Lines. Owner is responsible to locate and inform Contractor of the location of all property lines. At the discretion and direction of Contractor, Owner may be required to provide at Owner's expense, a licensed surveyor's map of the property showing property lines.

3. Change Orders. Should Owner, construction lender, or any government body or inspector require any modification to the work covered under this proposal/contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his normal selling price for such extra work. All extra work as well as any other modifications to the original proposal/contract shall be specified and approved by both parties in a written change order. All change orders shall become a part of this proposal/contract and shall be incorporated herein.

4. Delay. Contractor shall not be held responsible for any damage occasioned by delays resulting from: work done by Owner's subcontractors, extra work, acts of owner or owner's agent including failure of owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control.

5. Cleanup & Advertising. Upon completion, and after removing all debris and surplus materials, wherever possible, Contractor will leave premises in a neat, broom clean condition. Owner hereby grants to Contractor the right to display signs and advertise at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made. Owner grants Contractor the right to publish the project street address on a "references" list which may be given to prospective customers.

6. Unanticipated Conditions & Concealed damage. Expense incurred because of unusual or unanticipated conditions shall be paid for by owner as extra work (conditions such as, but not limited to, ground conditions that require fill, or unusually hard soil, rocky soil, or the presence of ground water). Contractor will inform Owner of any dry rot or other deterioration or unanticipated condition which is concealed and is discovered during the course of the work. Contractor is not responsible to repair any such discovered deterioration or condition and any work done by Contractor to remedy such will only be done as extra work in a written change order.

7. Hazardous Substances. Owner understands that Contractor is not qualified as a Hazardous Material Handler or Inspector or as a Hazardous Material Abatement contractor. Should any hazardous substances as defined by the government be found to be present on the premises, it is the Owners' responsibility to arrange and pay for abatement of these substances.

8. Collection. Owner agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should Owner default in payment of this contract. Overdue accounts are subject to interest charged at the rate of 18% per annum or at the highest rate allowed by law.

9. Legal Fees. In the event litigation or arbitration arises out of this contract, prevailing party(ies) are entitled to all legal, arbitration, and attorney fees. The court or arbitrator shall not be bound to award fees based on any set, fee schedule but shall if it so chooses, award the true amount of all costs, expenses and attorney fees paid or incurred.

10. Arbitration of Disputes. Any controversy or claim arising out of or relating to this proposal/contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration award shall be subject to correction and/or vacation for the reasons stated in the law. The arbitrator shall award reasonable attorneys fees and expenses to the prevailing party. After being given due notice, should any party fail to appear at or participate in the arbitration proceedings, the arbitrator shall make an award based upon the evidence presented by the party(ies) who do (does) appear and participate. Notwithstanding Contractor's right to arbitrate, Contractor does not waive any of its lien rights.

NOTICE: By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the "arbitration of disputes" provision decided by neutral arbitration as provided by law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the space below you are giving up your judicial rights to discovery and appeal, unless those rights are specifically, included in the "arbitration of disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the applicable laws. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "arbitration of disputes" provision to neutral arbitration.

I Agree to Arbitration: _____
(Initials of Owner)

I Agree to Arbitration: _____
(Initials of Owner)