

# 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, January 27, 2014 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**

3.1 Introduction of the new Shoreacres Chief of Police. Webber

3.2 Administer Oath of Office: Chief of Police. Stall

**4.0 APPROVAL OF MINUTES**

4.1 Regular Council Meeting: January 13, 2014.

**5.0 COUNCIL REPORTS & REQUESTS**

5.1 Mayor Webber – Report on meetings attended.

**6.0 PUBLIC HEARINGS & PUBLIC COMMENTS**

6.1 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 David Stall – General activity report.

7.1.2 Street and drainage project updates.

7.1.3 Water and Sewer project updates.

7.2 Monthly Financial report. Stall

**8.0 BUSINESS**

8.1 Consideration and approval of invoices. Stall

- 8.2 Consideration and action to adopt Resolution No. 2014-125 creating a Miramar Shoreline Advisory Group; setting the composition defining the group's purpose and duties. <sup>Webber</sup>
- 8.3 Consideration and approval of Ordinance No. 2014-155 ordering the City of Shoreacres 2014 City Officers' Election; designating election precincts and polling places; providing for the use of voting machines; appointing election officials; providing for method and dates of early voting; providing for an early voting ballot board; providing for return and canvass of votes of said election; providing for notice; and, providing for filing deadline. <sup>Stall</sup>
- 8.4 Consideration and approval of Ordinance No. 2014-156 appointing the Election Judge, Alternate Judge, Election Clerks, Early Voting Balloting Board, and Marshal for the May 10, 2014 General Election. <sup>Stall</sup>
- 8.5 Consideration and action to adopt Resolution No. 2014-126 approving an interlocal agreement with Harris County Public Health & Environmental Services to provide veterinary public health services to include housing and quarantining of animals and related animal control services; and, authorizing the Mayor to execute such agreement. <sup>Stall</sup>
- 8.6 Discussion and action to alter the City Administrator's employment contract approved by Resolution No. 2012-100. <sup>Schnell</sup>
- 8.7 Consideration and approval of Ordinance No. 2014-157 amending the City Code to prohibit employment contracts with automatic renewals and to require the termination of existing contracts with automatic renewal terms. <sup>Schnell</sup>

## 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 January 23, 2014 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 23RD DAY OF JANUARY 2014.



SHOREACRES, TEXAS

BY:

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

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.**

**Requests for accommodations or interpretive services must be made at least two (2) working days prior to the meeting. Please contact City Office at 281.471.2244 or fax 281.471.8955 for additional information.**

I, the undersigned, do hereby certify that this Notice of Meeting was removed from the City Hall bulletin board at \_\_\_\_\_ AM/PM on \_\_\_\_\_, 2014.

BY: \_\_\_\_\_

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Item 3.2

01/27/14

## OATH OF OFFICE

In the name and by the authority of

**The State of Texas**

I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Chief of Police, of the City of Shoreacres, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

State of Texas       )  
County of Harris    )

SWORN TO and subscribed before me by affiant on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Signature of Person Administering Oath

David K. Stall, CFM  
Printed Name

City Secretary  
Title

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**MEETING MINUTES**

The City Council of the City of Shoreacres, Texas, met in Regular Session on  
**Monday, January 13, 2014 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	Nancy J. Schnell
Alderman	Bo Bunker
Alderman	Mike Wheeler

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 PRESENTATION**

None

**4.0 APPROVAL OF MINUTES**

4.1 Regular Council Meeting December 9, 2013. Mike Wheeler moved to approve the December 9, 2013 Regular Council Meeting minutes; seconded by Rick Moses. Motion carried unanimously.

**5.0 COUNCIL REPORTS & REQUESTS**

5.1 Mayor Webber – Report on meetings attended.

There were no items to report.

**6.0 PUBLIC HEARINGS & PUBLIC COMMENTS**

6.1 Citizen's Comments:

Mr. Patrick Stanton – 128 Shadylawn: Mr. Stanton reminded Council of “Resolution 2012-94 Shoreacres Goals and Governance Plan” and suggested for Council to start the process of reviewing the City’s goals and objectives before the upcoming budget session. Mr. Stanton’s also has a few suggestions for Council and is happy to discuss in further detail.

Ms. Sara Andrews – 624 E. Forest: Ms. Andrews raised the possibility of a “conflict of interest” between the City Attorney – Dick Gregg and Mr. Stall, due to their extensive affiliation in city government.

Mr. Paul Croas – 111 E. Forest: Mr. Croas discussed the hiring procedure of a police officer. Spoke of various documents that he received from the City pursuant to his request via the Public Information Act. Mr. Croas also filed a grievance against Mr. Stall with Councilwoman Schnell.

Ms. Darlene Bays – 616 Baywood: Ms. Bays applauds Mayor Webber for undertaking the process of reviewing the current year budget; in addition, she would like clarification on the Public Works vehicle incident that resulted in gunshot damage on the door. Lastly, Ms. Bays would like to recommend Troy Harrison for the Police Chief position.

## **7.0 ADMINISTRATIVE REPORTS**

7.1 City Administrator Report: Mr. Stall reported a smooth transition to the La Porte Dispatch. Transition to the City of Houston radio system is ongoing; the old radios will be utilized by our public works department. The Byway waterline project is complete with new hydrants installed; as a result, residents will see an increase water pressure. Water plant #1 is now functional but will be offline until the installation of the valve control. Workman's comp audit is complete and resulted in a decrease in cost for the City. The citizens meet and greet with police chief applicants was a success. The congressional effort to delay the impact of the Biggert Water Act is ongoing.

7.2.1 Monthly Police Department report.

Interim Chief Harrison reported that for the month of December there were no theft or burglary incidents. He is also in agreement with Mr. Stall, that the transition to La Porte Dispatch went extremely well; in addition, our officers were given the opportunity to meet face to face with La Porte dispatchers.

7.3 Monthly Public Works Department report.

Mr. Sutton's reported that water purchase increased this month to 6.2 million gallons compared to November purchase of 5.6 million gallons, due to a couple of major water leaks. Public works employees attended Trenching & Confined Space safety classes at no cost to the City. Additionally, Mr. Sutton's performed pressure tests on various hydrants and the results are as follow:

<u>Hydrant location</u>	<u>Previous Flow</u>	<u>New Flow</u>	<u>Increase</u>
Fairfield at Byway	482 GPM	920 GPM	438 GPM
Meadowlawn at Byway	595 GPM	960 GPM	365 GPM
Seagrove at Byway	598 GPM	970 GPM	372 GPM
Forest at Miramar	509 GPM	730 GPM	221 GPM

## **8.0 BUSINESS**

8.1 Consideration and approval of invoices

Rick Moses moved to pay our bills. Seconded by Bo Bunker. Motion carried unanimously.



8.2 Presentation and discussion of the City Attorney's finding in regard to legal issues, if any, related to the city's employment of Michael Massey as a temporary acting Chief of Police.

City Attorney Dick Gregg clarified Ms. Andrews' previous statement saying he has been in the area since 1965. He incorporated the City of Nassau Bay in 1970 and has been their city attorney ever since. He has been City Attorney for various surrounding cities; he also represented the City of La Porte on some special cases, but has never represented the City of El Lago. Furthermore, Mr. Gregg does have a long standing business association with Mr. Stall, due to their work affiliation in city government; but he has never represented Mr. Stall in any legal matters, in any jurisdiction.

As to the item on the agenda, I don't think there are any real legal issues. Chief Massey was a short term, interim employee. TCOLE has an administrative rule that requires the filing of a form called L1. There was no L1 filled for Mr. Massey. There is an exception to the L1 requirement if the appointment is temporary and interim. No L1 is needed but there should be a letter from the city appointing him to interim status. That letter was not sent. Such filings are typically within 30 days. But it invalidates nothing. The L1 or such a letter is not a legal precondition to taking action as a Chief of Police. Whenever a new person begins duty documentation by L1 or letter is expected in a reasonable time, usually 30 days. Neither occurred. That is an alleged failure to comply with an administrative rule but is nothing more. Mr. Massey is no longer an employee and there is nothing more to do.

8.3 Consideration and action to adopt Resolution No. 2014-124 selecting an engineering firm to perform engineering and environmental services for the Coastal Impact Assistance Program erosion control project along Miramar Park's Galveston Bay waterfront; authorizing the city administrator to negotiate compensation terms with the preferred engineering firm to ensure services performed will be accomplished within the limits of available grant funding; and authorizing the mayor to execute an agreement with the selected firm to perform the required services.

Nancy Schnell moved to adopt Resolution No. 2014-124 and select Arup Texas, Inc. for the CIAP project and that Moffatt & Nichol be the alternative selection. Seconded by Bo Bunker. Motion carried unanimously.

8.4 Consideration and action to adopt Ordinance No. 2014-153 awarding a contract for the construction of an 8-inch water line and associated valves and fire hydrants.

Rick Moses moved to adopt Ordinance No. 2014-153 awarding a contract for the construction of an 8-inch water line and associated valves and fire hydrants to AR Turnkey Construction with the city using budgeted water distribution system improvement funds to supplement grants funds as required to complete the project. Seconded by Mike Wheeler. Motion carried unanimously.

8.7 Consideration and approval of Ordinance No. 2014-154 designating the official City newspaper.

Mike Wheeler moved to adopt Ordinance No. 2014-154 designating the Houston Chronicle the official City newspaper; seconded by Bo Bunker. Motion carried unanimously.

**9.0 ADJOURNMENT.**

The meeting was adjourned at 9:06 p.m.

PASSED AND APPROVED ON THIS 27TH DAY OF JANUARY, 2014.

( CITY SEAL )

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Matt Webber, Mayor

ATTEST:

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David K. Stall, CFM  
City Administrator / City Secretary



01/27/14

General Fund			Utility Fund			Service Deposits		
Credits	Debits	Balance	Credits	Debits	Balance	Credits	Debits	Balance
		\$ 104,964.83			\$ 46,802.98			\$ 53,454.82
OCT \$ 192,129.47	\$ (224,158.48)	\$ 72,935.82	\$ 66,783.61	\$ (23,677.25)	\$ 89,909.34	\$ 900.00	\$ (57.30)	\$ 54,297.52
Gain/(Loss)	\$ (32,029.01)		Gain/(Loss)	\$ 43,106.36		Gain/(Loss)	\$ 842.70	
NOV \$ 97,641.01	\$ (103,677.47)	\$ 66,899.36	\$ 38,236.39	\$ (76,193.48)	\$ 51,952.25	\$ 300.00	\$ (63.43)	\$ 54,534.09
Gain/(Loss)	\$ (6,036.46)		Gain/(Loss)	\$ (37,957.09)		Gain/(Loss)	\$ 236.57	
DEC \$ 109,100.73	\$ (88,014.21)	\$ 87,985.88	\$ 46,251.91	\$ (39,264.97)	\$ 58,939.19	\$ 600.00	\$ -	\$ 55,134.09
Gain/(Loss)	\$ 21,086.52		Gain/(Loss)	\$ 6,986.94		Gain/(Loss)	\$ 600.00	
JAN		\$ 87,985.88			\$ 58,939.19			\$ 55,134.09
Gain/(Loss)	\$ -		Gain/(Loss)	\$ -		Gain/(Loss)	\$ -	
FEB		\$ 87,985.88			\$ 58,939.19			\$ 55,134.09
Gain/(Loss)	\$ -		Gain/(Loss)	\$ -		Gain/(Loss)	\$ -	
MAR		\$ 87,985.88			\$ 58,939.19			\$ 55,134.09
Gain/(Loss)	\$ -		Gain/(Loss)	\$ -		Gain/(Loss)	\$ -	
APR		\$ 87,985.88			\$ 58,939.19			\$ 55,134.09
Gain/(Loss)	\$ -		Gain/(Loss)	\$ -		Gain/(Loss)	\$ -	
MAY		\$ 87,985.88			\$ 58,939.19			\$ 55,134.09
Gain/(Loss)	\$ -		Gain/(Loss)	\$ -		Gain/(Loss)	\$ -	
JUN		\$ 87,985.88			\$ 58,939.19			\$ 55,134.09
Gain/(Loss)	\$ -		Gain/(Loss)	\$ -		Gain/(Loss)	\$ -	
JUL		\$ 87,985.88			\$ 58,939.19			\$ 55,134.09
Gain/(Loss)	\$ -		Gain/(Loss)	\$ -		Gain/(Loss)	\$ -	
AUG		\$ 87,985.88			\$ 58,939.19			\$ 55,134.09
Gain/(Loss)	\$ -		Gain/(Loss)	\$ -		Gain/(Loss)	\$ -	
SEP		\$ 87,985.88			\$ 58,939.19			\$ 55,134.09
Gain/(Loss)	\$ -		Gain/(Loss)	\$ -		Gain/(Loss)	\$ -	
\$ 398,871.21	\$ (415,850.16)		\$ 151,271.91	\$ (139,135.70)		\$ 1,800.00	\$ (120.73)	
Gain/(Loss)	\$ (16,978.95)		Gain/(Loss)	\$ 12,136.21		Gain/(Loss)	\$ 1,679.27	

## TxCDBG Fund

		Credits	Debits	Balance
				\$ 1,639.97
OCT	\$	0.03	\$ (32.26)	\$ 1,607.74
		Gain/(Loss)	\$ (32.23)	
NOV	\$	0.02	\$ (20.00)	\$ 1,587.76
		Gain/(Loss)	\$ (19.98)	
DEC	\$	12,468.81	\$ (12,488.74)	\$ 1,567.83
		Gain/(Loss)	\$ (19.93)	
JAN				\$ 1,567.83
		Gain/(Loss)	\$ -	
FEB				\$ 1,567.83
		Gain/(Loss)	\$ -	
MAR				\$ 1,567.83
		Gain/(Loss)	\$ -	
APR				\$ 1,567.83
		Gain/(Loss)	\$ -	
MAY				\$ 1,567.83
		Gain/(Loss)	\$ -	
JUN				\$ 1,567.83
		Gain/(Loss)	\$ -	
JUL				\$ 1,567.83
		Gain/(Loss)	\$ -	
AUG				\$ 1,567.83
		Gain/(Loss)	\$ -	
SEP				\$ 1,567.83
		Gain/(Loss)	\$ -	
		\$ 12,468.86	\$ (12,541.00)	
		Gain/(Loss)	\$ (72.14)	



<b>TexPool</b>				
	Deposits	Interest	Withdrawals	Balance
				\$ 954,702.90
OCT	\$ -	\$ 38.44	\$ (100,000.00)	\$ 854,741.34
			Gain/(Loss)	\$ (99,961.56)
NOV	\$ -	\$ 31.31	\$ -	\$ 854,772.65
			Gain/(Loss)	\$ 31.31
DEC	\$ -	\$ 26.96	\$ -	\$ 854,799.61
			Gain/(Loss)	\$ 26.96
JAN			\$ -	\$ 854,799.61
			Gain/(Loss)	\$ -
FEB			\$ -	\$ 854,799.61
			Gain/(Loss)	\$ -
MAR			\$ -	\$ 854,799.61
			Gain/(Loss)	\$ -
APR			\$ -	\$ 854,799.61
			Gain/(Loss)	\$ -
MAY			\$ -	\$ 854,799.61
			Gain/(Loss)	\$ -
JUN			\$ -	\$ 854,799.61
			Gain/(Loss)	\$ -
JUL			\$ -	\$ 854,799.61
			Gain/(Loss)	\$ -
AUG			\$ -	\$ 854,799.61
			Gain/(Loss)	\$ -
SEP			\$ -	\$ 854,799.61
			Gain/(Loss)	\$ -
<hr/>				
	\$ -	\$ 96.71	\$ (100,000.00)	
<hr/>				
	Gain/(Loss)		\$ (99,903.29)	

Certificate	Issue Date	Interest Paid	Value	Interest Rate	Maturity Date	
42716758	7/19/2012		\$ 60,161.20	0.0500%	7/19/2013	\$ 30.08
42716757	7/19/2012		\$ 60,161.20	0.0500%	7/19/2013	\$ 30.08
42713649	12/19/2011		\$ 64,709.55	0.8500%	2/19/2014	\$ 550.03
42713648	12/19/2011		\$ 64,709.55	0.8500%	2/19/2014	\$ 550.03
			\$ 249,741.50			\$ 1,160.22

# FY 2013/2014 PROPERTY TAX COLLECTION

2013 Taxable Value: \$ 79,384,559.00

Budgeted Tax Revenue:

Delinquent Taxes: \$ 37,447.46

Tax Roll			2012 Taxes		Delinquent Taxes			Disbursed Totals	
Correction (+/-)	Adjusted Value		Current Levy	Collections	Correction	Current Levy	Collections	Month	YTD
OCT	\$ 2,992,466.00	\$ 82,377,025.00	\$ 695,576.19	\$ 6,895.33	\$ -	\$ 37,447.46	\$ 904.99	\$ 7,990.28	\$ 7,990.28
NOV	\$ 10,510,993.00	\$ 92,888,018.00	\$ 784,329.04	\$ 39,450.50	\$ (337.76)	\$ 37,109.70	\$ 1,252.62	\$ 40,990.54	\$ 48,980.82
DEC	\$ 449,988.00	\$ 93,338,006.00	\$ 788,128.66	\$ 307,972.16	\$ -	\$ 37,109.70	\$ 2,125.74	\$ 310,669.99	\$ 359,650.81
JAN									
FEB									
MAR									
APR									
MAY									
JUN									
JUL									
AUG									
SEP									

\$ 13,953,447.00	Correction	Collection	\$ 354,317.99	\$ (337.76)	Collection	\$ 4,283.35	\$ 359,650.81	Disbursed
			44%			12%		45%

**General Sales Tax (4030)**

FY-2012	FY-2013	+ / -
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**Road Maintenance Sales Tax (4035)**

FY-2012	FY-2013	+ / -
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OCT	\$ 5,314.10	\$ <b>9,483.17</b>	\$ 4,169.07	78%	OCT	\$ 1,328.52	\$ <b>2,370.79</b>	\$ 1,042.27	78%
NOV	\$ 5,740.59	\$ <b>5,648.48</b>	\$ (92.11)	-2%	NOV	\$ 1,435.15	\$ <b>1,412.12</b>	\$ (23.03)	-2%
DEC	\$ 5,091.71	\$ <b>3,752.74</b>	\$ (1,338.97)	-26%	DEC	\$ 1,272.93	\$ <b>938.19</b>	\$ (334.74)	-26%
JAN	\$ 4,254.22				JAN	\$ 1,063.55			
FEB	\$ 5,352.90				FEB	\$ 1,338.22			
MAR	\$ 4,775.10				MAR	\$ 1,193.78			
APR	\$ 5,071.94				APR	\$ 1,267.98			
MAY	\$ 4,605.09				MAY	\$ 1,151.27			
JUN	\$ 5,292.29				JUN	\$ 1,323.07			
JUL	\$ 5,398.82				JUL	\$ 1,349.70			
AUG	\$ 5,212.73				AUG	\$ 1,303.18			
SEP	\$ 8,980.06				SEP	\$ 2,245.02			
TOTAL	\$ 65,089.55	\$ <b>18,884.39</b>	\$ (46,205.16)	-71%	TOTAL	\$ 16,272.37	\$ <b>4,721.10</b>	\$ (11,551.27)	-71%
BUDGET	\$ 50,000.00	\$ 52,000.00			BUDGET	\$ 12,500.00	\$ 13,000.00		
+ / -	\$ 15,089.55	\$ (33,115.61)			+ / -	\$ 3,772.37	\$ (8,278.90)		
	130%	36%				130%	36%		



**RESOLUTION No. 2014-126  
CITY OF SHOREACRES**



**Item 8.2**

**01/27/14**

A RESOLUTION CREATING THE MIRAMAR SHORELINE RESTORATION AND IMPROVEMENT ADVISORY GROUP (MSRIAG) TO SEEK INPUT FROM THE PUBLIC AND PROVIDE OBJECTIVE STAKEHOLDER CONCERNS, ADVICE AND GUIDANCE TO THE CITY COUNCIL AND THE CIAP PROJECT ENGINEERING FIRM ON ISSUES RELATING TO PROPOSED GALVESTON BAY SHORELINE RESTORATION AND IMPROVEMENTS; SETTING THE COMPOSITION OF THE GROUP; 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 received a Coastal Impact Assistance Program (CIAP) grant to address Galveston Bay coastal erosion along Miramar Park; and,

WHEREAS, there are multiple methods and designs to be considered and selected from to accomplish the goals of this project; and,

WHEREAS, the city council desires full public disclosure and participation in the process of selecting the proposed design; and,

WHEREAS, the city council desires community stakeholders, including residents, park users, recreational pier users, watercraft users of all types, and the public at large to be fully involved in the planning and design selection process;

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

THAT the City Council hereby creates the Miramar Shoreline Restoration And Improvement Advisory Group ("Advisory Group").

Section 1. The Advisory Group is created for the purpose of eliciting input from the public and providing objective stakeholder concerns, advice and guidance to the City Council and the CIAP project engineering firm on issues relating to proposed Galveston Bay shoreline restoration and improvements.

Section 2. The Advisory Group is composed of eight (8) members.

(a) Council hereby approves the appointment of the following five (5) members.

1. Chairman of the Shoreacres Planning & Zoning Commission; or, his/her designee.
2. Chairman of the Shoreacres Parks and Recreation Advisory Board; or, his/her designee.
3. President of the Shoreacres Recreation Association; or, his/her designee.
4. Commodore of the Houston Yacht Club; or, his/her designee.
5. President of the Shoreacres Civic Association; or, his/her designee.

(b) Council shall appoint, on February 10, 2014, three (3) resident members, one from

each of the follow three geographic areas of the city.

1. A resident of the city living east of the center line of Westview Drive.
2. A resident of the city living east of the center line of Old Highway 146 and west of the center line of Westview Drive.
3. A resident of the city living west of the center line of Old Highway 146.

(c) The Advisory Group shall elect a chairman and vice-chairman from its membership.

(d) The Advisory Group shall meet at a minimum six times annually. The chairman shall notify the Advisory Group members and the City Secretary of the next meeting date through written or electronic notice transmitted at least 14 days prior to the meeting date.

(e) All meetings shall be open to the public. Visitors are welcome to attend and listen, and shall be allowed to participate in discussions at the discretion of the chairman.

(f) The chairman shall develop the agenda. Members with items for inclusion on the agenda are encouraged to provide these to the chairman at least two weeks in advance of the meeting. However, any member may propose additional agenda item(s) to be included prior to or at the beginning of a meeting.

(g) The term of Advisory Group and its members shall expire on December 30, 2015.

Section 3. 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.

Section 4. This Resolution is effective immediately following adoption by the City Council and signature by the Mayor.

PASSED AND APPROVED, this 27th day of January, 2014.

CITY OF SHOREACRES

( CITY SEAL )

By: \_\_\_\_\_  
Matt Webber, Mayor

ATTEST:

\_\_\_\_\_  
David K. Stall, CFM  
City Secretary

**ORDINANCE No. 2014-155  
CITY OF SHOREACRES, TEXAS**



**Item 8.3**  
**01/27/14**

**ORDERING CITY OFFICERS' ELECTION  
TO BE HELD ON MAY 10, 2014**

AN ORDINANCE AND ORDER ESTABLISHING PROCEDURES FOR  
THE CITY OFFICERS' ELECTION IN SHOREACRES, TEXAS ON MAY  
10, 2014.

\* \* \* \*

WHEREAS, the laws of the State of Texas provide that on May 10, 2014, there shall be elected three (3) Aldermen-at-Large, each for two year terms for the City of Shoreacres, Texas; and,

WHEREAS, the laws of the State of Texas further provide that the Election Code of the State of Texas is applicable to said election, and in order to comply with such Code, an Ordinance and Order shall be passed establishing procedures to be followed in said election and designating the voting place for said election; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHOREACRES,  
TEXAS:

1. The City Officers' Election shall be held on Saturday, May 10, 2014 at Shoreacres City Hall, 601 Shore Acres Boulevard, Shoreacres, Texas and the entire City of Shoreacres shall constitute one election precinct for said election. The polls on Election Day shall be open from 7:00 a.m. until 7:00 p.m.
2. All independent declared candidates for the election to be held on May 10, 2014 for the above mentioned offices shall file their application to become candidates with the City Secretary or his designee at Shoreacres City Hall, 601 Shore Acres Boulevard, Shoreacres, Texas beginning Wednesday, January 29, 2014 and continuing during regular office hours until Friday, February 28, 2014 at 12:00 p.m. No applications for declared candidates shall be accepted after that date and time. Such applications shall be in accordance with State Law.
3. All independent undeclared candidates (write-in candidates) for the election to be held on May 10, 2014 for the above mentioned offices shall file their applications to become candidates with the City Secretary or his designee at Shoreacres City Hall, 601 Shore Acres Boulevard, Shoreacres, Texas beginning on January 29, 2014 and ending on February 28, 2014 at 12:00 p.m. No applications for write-in candidates shall be accepted after that date and time. Such applications shall be in accordance with State Law.
4. The order of the names to be printed on the ballot shall be determined by a drawing to be held by the City Secretary as provided by the Election Code. The drawing shall take place on Monday, March 3, 2014 at 5:00 p.m. at Shoreacres City Hall.
5. David K. Stall is hereby appointed Clerk for Early Voting and Ann Linthicum and Ann Weaver are hereby appointed Alternate Early Voting Clerks. Early voting by personal appearance shall begin on Monday, April 28, 2014 at 7:30 a.m. and shall continue during regular office hours through Tuesday, May 6, 2014, with the

exception of extended hours on Wednesday, April 30, 2014 and Tuesday, May 6, 2014 and we will be open for early voting from 7:00 a.m. until 7:00 p.m. on those two (2) days. (Regular Office Hours are 7:30 a.m. until 5:00 p.m., Monday, Tuesday, Wednesday and Thursday and from 8:00 a.m. until 12:00 noon on Friday.) Early voting by personal appearance shall take place at Shoreacres City Hall, 601 Shore Acres Boulevard, Shoreacres, Texas 77571, which is also the address to which ballot applications and ballots voted by mail shall be sent.

6. Early votes shall be canvassed by the Early Balloting Board in accordance with the Texas Election Code. The appointed Presiding Judge at the polling place shall serve as the Presiding Judge of the Early Balloting Board with two (2) clerks serving at the polling place making up the other members of the board.
7. The Election shall be held in accordance with the Texas Election Code and only qualified resident voters of the City of Shoreacres shall be eligible to vote at said election.
9. The Mayor shall give notice of this election in accordance with the Texas Election Code and Article 29e, Vernon's Revised Civil Statutes and all necessary orders, writs and returns for said election shall be issued by the proper authority(ies).
10. In accordance with the order of the City Council, the City Secretary has posted written notice of the date, place and subject of this meeting in which this ordinance was passed on the bulletin board outside of City Hall, a place readily accessible to the public. Such notice has been continuously posted for 72 hours preceding the scheduled time of such meeting.

PASSED AND APPROVED this the 27th day of January 2014.

( CITY SEAL )

\_\_\_\_\_  
Matt Webber, Mayor

ATTEST:

\_\_\_\_\_  
David K. Stall, CFM  
City Secretary

M/2		Yea	Nay	N/V	Absent
<input type="checkbox"/>	M. Webber	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	B. Bunker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	S. Jones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	R. Moses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	N. Schnell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	M. Wheeler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Passed / Failed \_\_\_\_\_

David Stall, City Secretary - Date

**ORDINANCE No. 2014-156  
CITY OF SHOREACRES, TEXAS**



**Item 8.4**

**01/27/14**

AN ORDINANCE APPOINTING THE ELECTION JUDGE, ALTERNATE JUDGE, ELECTION CLERKS, APPOINTMENT OF A BILINGUAL VOTING CLERK, AND MARSHAL FOR THE MAY 10, 2014, GENERAL ELECTION.

\* \* \* \* \*

WHEREAS, the laws of the State of Texas provide that on May 10, 2014, there shall be elected Mayor and two (2) Alderman-at-large, each for a two year term for the City of Shoreacres; and,

WHEREAS, state law requires that the City Council appoint certain election officials;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHOREACRES:

SECTION 1. That the following persons be appointed as Election Officials for the May 10, 2014, General Election and that they be compensated at a rate of ten dollars (\$10.00) per hour for all hours worked including DRE (Direct Recording Electronic) voting machine Training and the Election School.

Stan Krauhs      Election Judge and Judge of Early Voting Balloting Board.

Phil Yovino      Alternate Election Judge and Clerk of Early Voting Balloting Board.

Jayo Washington Election Clerk and Clerk of Early Voting Balloting Board.

SECTION 2. That the Election Judge or Alternate Judge may appoint replacement clerks in the event that any of the above persons are unable to serve on Election Day. These replacements shall also serve at the rate of ten dollars (\$10.00) per hour for all hours worked.

SECTION 3. That Chief Harrison be appointed as City Marshal for the May 10, 2014 General Election.

SECTION 4. Direct recording electronic voting machines (DRE'S) shall be used for voting at the election precinct and electronic counting devices and equipment shall be used for counting the ballots for early voting and Election Day.

SECTION 5. Barbara Eldridge is hereby appointed as our Bilingual Election Clerk for Election Day, May 10, 2014, and that she be compensated twenty-five dollars (\$25.00) for being available Election Day and compensated at a rate of ten dollars (\$10.00) per hour for all hours worked, if any.

SECTION 6. This Ordinance shall be effective from and after its passage and approval, and it is so ordered.

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 ordinance 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.

PASSED AND APPROVED this the 27nd day of January 2014.

(CITY SEAL)

\_\_\_\_\_  
Matt Webber, Mayor

ATTEST:

\_\_\_\_\_  
David K. Stall, CFM  
City Secretary

M/2		Yea	Nay	N/V	Absent
<input type="checkbox"/>	M. Webber	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	B. Bunker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	S. Jones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	R. Moses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	N. Schnell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	M. Wheeler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Passed / Failed \_\_\_\_\_

David Stall, City Secretary - Date

**RESOLUTION NO. 2014-126  
CITY OF SHOREACRES**



**Item 8.5**  
**01/27/14**

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH HARRIS COUNTY PUBLIC HEALTH & ENVIRONMENTAL SERVICES TO PROVIDE VETERINARY PUBLIC HEALTH SERVICES TO THE CITY OF SHOREACRES; AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT; AND, FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW.

\* \* \* \*

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

Section 1. The City Council hereby approves and authorizes the Mayor to sign an interlocal agreement with Harris County Public Health & Environmental Services to provide veterinary public health services to include housing and quarantining of animals and related animal control services; a copy of which is attached hereto.

Section 2. 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.

PASSED AND APPROVED, this 27th day of January, 2014.

CITY OF SHOREACRES

( CITY SEAL )

By: \_\_\_\_\_  
Matt Webber, Mayor

ATTEST:

\_\_\_\_\_  
David K. Stall, CFM  
City Secretary



INSERT MISSING DOCUMENT(S) HERE



**RESOLUTION No. 2012-100  
CITY OF SHOREACRES**



**Item 8.6**  
**01/27/14**

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL EMPLOYMENT AGREEMENT WITH THE CITY ADMINISTRATOR; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

\* \* \* \*

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

THAT the City Council hereby approves and authorizes the Mayor to execute a professional employment agreement with the city administrator.

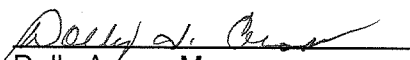
The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, 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 26th day of November, 2012.

CITY OF SHOREACRES

By:

  
Dolly Ayons, Mayor

ATTEST:



  
David K. Stall, CFM, City Secretary

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**AGREEMENT FOR PROFESSIONAL SERVICES  
AND EMPLOYMENT AS CITY ADMINISTRATOR**



**Item 8.6**  
**01/27/14**

This Agreement for Professional Services and Employment as City Administrator (this "Agreement"), is made and entered into effective as of this the 24<sup>th</sup> day of September, 2012, by and between the City of Shoreacres, Texas, a municipal corporation (the "City"), and David K. Stall, (the "Administrator"), to establish and set forth the terms and conditions of the employment of the Administrator as the City Administrator of the City.

**WITNESSETH:**

WHEREAS, the City Council of the City (the "Council") and City Administrator believe that employment agreements negotiated between City Councils and City Administrators can be mutually beneficial to the city organization, the City Administrator, and the community they serve; and,

WHEREAS, when appropriately structured, the City Council and City Administrator believe employment agreements can strengthen the Council-Administrator relationship by enhancing the excellence and continuity of the management of the city for the benefit of its citizens; and,

WHEREAS, the City Council and City Administrator believe it is important to thoughtfully consider guidelines that will be consistent with both the letter and the spirit of State law, and to the extent applicable, the city's code and personnel policies, that will uphold the principle of "serving at the pleasure of the Council," that will clearly define and incorporate the benefits to the community and organization, and that will address the protection of the Administrator through provisions that are reasonable in nature and scope when compared to professional practices and local/regional market conditions and appropriately funded within the city's budget; and,

WHEREAS, the City desires to employ the services of a City Administrator, pursuant to the terms, conditions and provisions of this Agreement; and,

WHEREAS, it is the desire of the Council, to provide compensation and benefits, establish conditions of employment for, and to set the working conditions of, the Administrator as provided in this Agreement; and,

WHEREAS, the Council desires to secure and retain the services of the Administrator, and to provide a proper means for termination, resignation, or retirement of the Administrator; and,

WHEREAS, except as otherwise specifically provided herein, the Administrator shall have and be eligible for the same benefits as are provided to all other employees of the City; and,

WHEREAS, the Administrator has agreed to continue employment as the City Administrator of the City, subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement;

NOW, THEREFORE, in consideration of Administrator continuing employment with the City, and other good and valuable consideration, including the mutual covenants herein contained, the City and the Administrator hereby contract, covenant, and agree as follows:

**Section 1. Duties.** The Council hereby employs the Administrator as the chief administrative officer of the City to perform the duties and functions specified in the Shoreacres City Code and Attachment A of this Agreement, and as the Council shall, from time to time, assign to the Administrator consistent with the intent of this Agreement.

The Administrator shall report for work, and the duties and employment of the Administrator shall commence on the 25th day of September, 2012 (the "Agreement Date").

**Section 2. Term.** The term of this Agreement shall be from the Agreement Date to February 15, 2013; and, shall automatically renew for additional one year terms commencing on February 16 ("Commencement Date") and ending on February 15 each year; and, shall be and remain in full force and effect until terminated by the Administrator or the Council as herein provided (the "Term").

The Administrator shall serve at the pleasure of the Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council, or the Administrator, to terminate the services of the Administrator at any time, subject only to applicable provisions of the city code, city personnel policies, and the provisions set forth hereinafter in the section titled "Termination."

**Section 3. Salary.** City agrees to pay the Administrator an annual base salary, which salary as agreed upon by City Council and included in the annual budget payable in installments at the same time as other employees of the City are paid. The City agrees to provide the administrator with cost of living adjustments equal to that given other employees of the city. City further agrees to review the base salary and other benefits of the Administrator at least annually

**Section 4. Disability and Retirement Benefits.** The Administrator shall be covered and governed by the same retirement system as are all other employees. Retirement contributions shall be paid as required by the retirement system's plan documents.

If the Administrator retires pursuant to a qualified retirement plan or is permanently disabled during the Term, the Administrator shall be compensated for all sick leave, vacation leave, holidays, and other benefits then accrued or credited to the Administrator, and, at the Administrator's option, shall be permitted to continue to participate in the City's health insurance plan on the same basis as other retirees from the City are permitted to do so, or, if such other retirees are not permitted to do so, at the cost of the Administrator.

**Section 5. Insurance and Annual Physical.**

**A. Health Insurance.** The Administrator shall be covered by the same health, dental, and vision plans as all other employees, or such plans that are available through the City and

selected by the Administrator, The City shall pay the same portion of the employee share of premiums for the Administrator as it pays for other employees.

**B. Life Insurance.** The Administrator shall be covered by the same life insurance policy as all other employees, or such plans that are available through the City and selected by the Administrator. The City shall pay the same portion of the employee share of premiums for the Administrator as it pays for other employees. The Administrator shall designate the beneficiary of such policy.

**C. Disability Insurance.** The Administrator shall be covered by the same disability insurance plan as all other employees, or such plans that are available through the City and selected by the Administrator. The City shall pay the same portion of the employee share of premiums for the Administrator as it pays for other employees.

**Section 6. Monthly Vehicle Allowance.** The Administrator's duties require exclusive and unrestricted use of a vehicle. The City agrees to pay to the Administrator, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$600.00 per year, payable monthly, as a vehicle allowance. The Administrator shall acquire and maintain a vehicle during the term of this Agreement, which shall be available for the Administrator's exclusive and unrestricted use in the performance of his duties hereunder. The Administrator shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

**Section 7. Leave Benefits.** All provisions of the rules and regulations of the City applicable to fringe benefits, leave and working conditions as they now exist or hereafter may be amended, shall also apply to the Administrator as they apply to all other employees of the City. Vacation, sick leave, and all other benefits which vary according to tenure shall be calculated and granted to the Administrator in accordance with the City's regulations using the original employment date of the Administrator with the City as February 16, 2005.

**Section 8. Professional and Civic Development.** The City agrees to budget and pay for the civic and professional membership dues and subscriptions of Administrator necessary for the Administrator's continuation and participation in national, regional, state, and local associations necessary and desirable for the Administrator's continued professional participation, growth and advancement, and for the good of the City. Developing and maintaining professional association contacts and standing provide the City access to valuable resources, and the reasonable participation and related travel by Administrator as provided for in the annual budget will be a part of the Administrator's duties.

**Section 9. Business Expenses.** Certain expenses of a non-personal and job-related nature will necessarily be incurred by the Administrator in the performance of the Administrator's duties. The City will pay or reimburse such business expenses, upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. The City will also pay the full cost of any bond, if any is required by the City to be made by the Administrator.

**Section 10. Indemnification.** To the fullest extent permitted by law, City shall defend, save harmless and indemnify Administrator against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Administrator's duties, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, in sufficient amounts to assure accomplishment of such hold harmless and indemnification; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either City or the Administrator as to any third party; and provided further that City shall not indemnify and hold harmless the Administrator from and with respect to any claim or liability for which the conduct of the Administrator is found by the courts to have been grossly negligent or intentional wrongful conduct.

City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

**Section 11. Hours of Work.** It is recognized that the Administrator is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City.

The Administrator acknowledges the proper performance of the duties of the City Administrator of the City will require the Administrator to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours.

The Administrator agrees to devote such additional time as is necessary for the full and proper performance of the Administrator's duties and that the compensation herein provided includes compensation for the performance of all such services.

However, the City intends that reasonable time off be permitted the Administrator, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Administrator.

The Administrator will devote full time and effort to the performance of the duties of the City Administrator of the City, and shall remain in the exclusive employ of the City during the Term of this Agreement; provided that, with the prior consent of the Council, the Administrator may accept temporary, outside professional employment which will not in any way limit the performance of, or the Administrator's availability for the performance of, the Administrator's duties hereunder. The term "outside professional employment" shall be construed to include occasional teaching, writing or consulting performed on the Administrator's time off.

**Section 12. Termination and Severance Pay.**

**A. Termination.** In the event Administrator is terminated by the Council during the Term of this Agreement and Administrator is then willing and able to perform all the duties of the City Administrator under this Agreement, then, in that event, the City agrees to pay the Administrator a lump sum cash payment equal to five months full salary and benefits, plus the value of all sick and vacation leave, holidays and other benefits accrued by, or credited to, the Administrator prior to the termination; provided that, if the Administrator is terminated because of a conviction for a misdemeanor involving moral turpitude or personal gain, or any felony, then, in that event, the City shall have no obligation to pay the severance payments designated in this Section.

**B. Reductions.** In the event the Council during the Term of this Agreement reduces the authority of the Administrator, or reduces the salary or other financial benefits of Administrator in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice, to comply with any other provision benefiting the Administrator herein, or the Administrator resigns following a suggestion, whether formal or informal, by the Council that the Administrator resign, then in that event, the Administrator may, at the Administrator's option, be deemed to have been terminated as of the date of such reduction, or as of the date the Administrator resigns at the Council's suggestion; provided that, notice having first been given, the suspension of the Administrator with pay pending the resolution of any criminal charge filed against the Administrator shall not constitute a termination, or a reduction under this Section. The Council shall be deemed to have suggested the resignation of the Administrator at any time when a majority of the members of the Council shall at a Council meeting, or in writing, suggest that the Administrator resign.

**C. Resignation.** If the Administrator terminates this Agreement by voluntary resignation of the position of City Administrator, the Administrator shall give 90 days notice in advance unless the Council agrees otherwise.

**Section 13. Notices.** All notices, demands, and other writings may be delivered by either party hereto to the other by United States Mail, or by a reliable commercial courier at the following address:

- (1) City: Mayor  
City of Shoreacres  
601 Shore Acres Blvd.  
Shoreacres, TX 77571
- (2) Administrator: David K. Stall  
1112 FM 955  
Fayetteville, TX 78940

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of

personal service, or three (3) days after the date the notice is deposited in the United States Mail or with a commercial courier.

**Section 14. Conflict of Interest Prohibition.** The Administrator shall not, during the Term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. For and during the Term of the Agreement, the Administrator shall, except for a personal residence or residential property acquired or held for future use as the Administrator's personal residence, not invest in any other real estate or property improvements within the City, without the prior written consent of the Council.

**Section 15. Appropriations.** The Council has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement, including, but not limited to, the severance pay, salary and benefits set forth and described herein.

**Section 16. General Provisions.**

**A. Section headings.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**B. Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall lie exclusively in Harris County, Texas.

**C. Severability.** In the event anyone or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

**D. Entire Agreement.** This Agreement incorporates all the agreements, covenants and understandings between the City and the Administrator concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**E. Amendment.** This Agreement shall not be modified or amended except by a written instrument executed by the Administrator and the duly authorized representative of the Council.

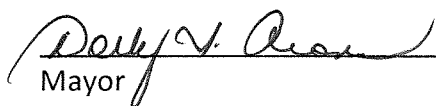


**F. Effective Date.** This Agreement shall be and become in full force and effect as of the date above first written upon the adoption and approval of the Council, and the execution and delivery hereof by the authorized officer of the City and the Administrator.

**G. Counterparts.** This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

IN WITNESS WHEREOF, the City and the Administrator have executed this Agreement effective as of the date first written above.

CITY OF SHOREACRES

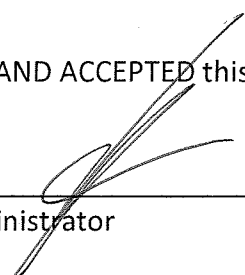
  
\_\_\_\_\_  
Mayor



ATTEST:

  
\_\_\_\_\_  
Mayor pro tem

AGREED AND ACCEPTED this the 20 day of November, 2012.

  
\_\_\_\_\_  
City Administrator

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**City of Shoreacres  
Job Description**

Job Title: City Administrator  
Department: Administration  
Reports To: Mayor and Council  
Status: Exempt  
Prepared By: Dolly Arons  
Prepared Date: November 2012

**SUMMARY**

Under direction of the mayor, manages all functions of the city government, performs duties of the City Secretary, oversees all finances of the City, and provides administrative support to the Mayor and Council. Performs services of floodplain manager and Emergency Management Coordinator.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

Essential duties include but are not limited to the following:

Supervises Chief of Police, Director of Public Works, Utility Clerk, and Court Clerk.

Prepares agenda, posts notices, and attends City Council meetings.

Represents the City as required at meetings with other cities or other agencies.

Transcribes accurate council meeting minutes.

Researches, reviews, and updates municipal code of ordinances; prepares revisions and/or deletions of ordinances for council consideration, distributes revisions and answers inquiries regarding ordinances.

Maintains official City records such as minutes of council meetings, ordinances, resolutions, and City contracts and agreements.

Coordinates and administers all phases of municipal elections.

Maintains liaisons between employees, contractors, attorneys, franchise representatives, other municipalities, citizens, and the general public.

Responsible for providing research and analytical support, preparing, monitoring, and

administering the annual al City budget.

Manages the investment of the City's funds.

Plans, organizes, and supervises all phases of the City's human resources/safety and risk coordinator, including recruitment, salary administration, E.E.O., employment, and training programs.

Maintains certifications as floodplain manager and emergency management coordinator.

Responsible for strategic policy planning and implementation of employee benefits and insurance programs.

Develops implements, administers procedures, and provides assistance for an effective and efficient municipal court and utility billing operation.

Supervises daily accounts receivable and accounts payable activities to ensure proper coding and payment of City purchases and receipts.

Prepares monthly or bi-monthly report for Mayor and City Council.

Produces invoices for customers and records payments to accounts.

Prepares and issues paychecks, including the tracking of vacation, sick, and compensatory time.

Compiles statistical and financial reports for Texas Judicial Council, Office of Court Administration, State Comptroller, Internal Revenue, Texas Workforce Commission, Auditors, City Council, and others.

Reads and routes incoming correspondence, and gathers data to formulate reply.

Keeps files of correspondence sent, received, or requiring further action.

Maintains the City's web site and keeps the information current.

Answers telephone lines and responds to window traffic, as required.

Manages required clerical tasks relating to inquiries.

Acts as the Records Management Coordinator and retains records according to established rules and guidelines of the Texas State Library and City ordinances.

Responds to citizen/defendant complaints.

Develops and maintains a city continuity plan comprised of the collection of critical records necessary to operate the city in the event of personal emergency.

Other duties as assigned

**SUPERVISORY RESPONSIBILITIES:** Supervises all activities of the City.

**QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE:**

Minimum requirements include college degree with 4-8 years of municipal administrative experience and 2 years direct supervisory experience. Prefer an undergraduate degree or higher in business, public affairs or related area.

**LANGUAGE SKILLS:** Able to speak and write English fluently.

**SKILLS, KNOWLEDGE AND ABILITIES:**

Ability to respond regularly and promptly to work during regular business hours and night Council meetings; thorough understanding of data processing systems and modern office equipment, and knowledge of generally accepted accounting principles; reasoning ability; ability to communicate ideas, facts, and technical information accurately, thoroughly and in a manner easily understood by the intended audience; skill in effectively planning work activities and using resources; ability to set clear performance standards for subordinate employees; considerable knowledge of federal, state and local legislation, regulations, and requirements related to municipal government; ability to handle multiple tasks at one time with interruptions; and ability to deal tactfully with the public.

**CERTIFICATES, LICENSES, REGISTRATIONS:**

Ability and desire for continued personal and professional development.

**PHYSICAL DEMANDS:**

Mobile within an office environment that requires sitting, standing, walking, kneeling, bending, vision, hearing, talking, writing, pushing, reaching above shoulder level, and lifting up to 30 pounds.

**WORK ENVIRONMENT:**

Busy environment with a frequent change of tasks and heavy work load. Work is performed in an office with limited space and privacy; the work requires maintaining open lines of communication and working closely with others as part of a team.

**COMMENTS:** Applicant selected for hire shall be able to pass a physical and a drug and alcohol screen testing.

The City of Shoreacres does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. To request a reasonable accommodation or other assistance, please contact the City Secretary at (281) 471-2244 or

through RELAY Texas at 1 (800) 735-2989 or mail your request to 601 Shoreacres Blvd., Shoreacres, Texas 77571.

The city may consider all related education and/or experience in determining the applicant's minimum qualifications and starting salary.

**ORDINANCE No. 2014-157  
CITY OF SHOREACRES, TEXAS**



**Item 8.7**  
**01/27/14**

AN ORDINANCE AMENDING THE CODE OF THE CITY OF SHOREACRES PROVIDING FOR CHANGES IN LIMITING EMPLOYEE CONTRACTS WITH THE CITY; CONTAINING A SEVERABILITY CLAUSE; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

\* \* \* \*

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHOREACRES:

That, the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct; and,

That if any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance; and,

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 ordinance 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.

That section 2-101 of the Shoreacres City Code is hereby amended to read as follows:

**Sec. 2-101. - Limiting employment contracts**

The city shall not enter into any contract of employment with any full-time or part-time employee for a period of time longer than 12 months. All new and renewal contracts for employment must be approved by at least a three-fifths majority of members of the city council in an open meeting. The city shall not enter into any contract of employment with any full-time or part-time employee containing an automatic renewal clause. The city shall terminate any existing contracts, containing an automatic renewal clause, effective at the end of the day prior to the renewal date and that, any employees impacted, shall be converted to an at-will employee status and be properly notified of their employment status, as defined and required by Texas state law.

This Ordinance shall be effective immediately after its passage and approval.

PASSED AND APPROVED this the 27th day of January 2014.

( CITY SEAL )

\_\_\_\_\_  
Matt Webber, Mayor

ATTEST:

\_\_\_\_\_  
David K. Stall, CFM  
City Secretary

M/2		Yea	Nay	N/V	Absent
<input type="checkbox"/>	M. Webber	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	B. Bunker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	S. Jones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	R. Moses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	N. Schnell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	M. Wheeler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Passed / Failed \_\_\_\_\_

David Stall, City Secretary - Date