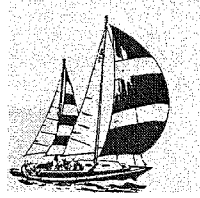


City of Shoreacres



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, February 8, 2016 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

None.

4.0 APPROVAL OF MINUTES

4.1 Regular Council Meeting: January 25, 2016.

5.0 COUNCIL REPORTS & REQUESTS

5.1 Mayor Moses

5.1.1 Update on State Highway 146 sound wall progress.

5.1.2 Items of community interest.

6.0 PUBLIC HEARINGS & PUBLIC COMMENTS

6.1 Public Comments

This is the opportunity for the public to address council or comment on items which appear on the agenda. Time is limited to five minutes per speaker. Comments are to be directed to the city council and dialogue with the audience is not permitted. Councilmembers are prohibited by law from participating in discussion or deliberation of items not specifically identified on this agenda.

7.0 ADMINISTRATIVE REPORTS

7.1 General Activity Report – City Administrator David Stall.

7.1.1 SCADA repair (Water Plant #2, Lift Station #1, and Lift Station #2).

7.1.2 Gateway sign status.

7.1.3 City's May 7, 2016 election schedule.

- 7.2 Monthly Police Department Report. Chief Harrison
- 7.4 Monthly Public Works Department Report. Erick Ingram

8.0 BUSINESS

- 8.1 Consideration and approval of invoices. Stall
- 8.2 Consideration of action to take from the table Ordinance No. 2015-191 (Ordinance No. 2016-191) for consideration and action to grant a twenty percent (20%) residence homestead exemption effective for the 2016 tax year and each subsequent tax year. Schnell
- 8.3 Discussion, consideration and action to authorize the mayor to pursue approximately \$300,000 in General Obligation and Water and Sewer System Revenue Bonds (credit) with a term of seven years at an interest rate of 3.20% for the purpose of paying for repairs to the city's water and sewer system. Stall
- 8.4 Discussion and approval of Ordinance No. 2016-197 amending the forbidding of removal of certain trees from rights-of-way. Stall
- 8.5 Discussion and approval of Ordinance No. 2016-198 authorizing the acceptance of credit card and debit card payments for utility bill charges; establishing a convenience or processing fee to be collected by a utility software vendor at the point of sale. Wheeler
- 8.6 Discussion and approval of Resolution No. 2016-161 requiring that city checking account registers are available to the public on the city's website. Jennings

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 February 4, 2016 at or before 9:00 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 4TH DAY OF FEBRUARY 2016.

BY:

David K. Stall, CFM, TEM, 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 (Consultations 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 _____, 2016.

BY: _____

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City of Shoreacres



MEETING MINUTES

The City Council of the City of Shoreacres, Texas, met in Regular Session on
Monday, January 25, 2016 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	Rick Moses
Mayor pro tem	Richard Adams
Alderman	David Jennings
Alderman	Mike Wheeler

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

Alderman	Nancy J. Schnell [absent]
Alderman	Jerome McKown [absent]

1.0 CALL TO ORDER / ROLL CALL:

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

2.0 PLEDGE OF ALLEGIANCE

3.0 SPECIAL PRESENTATION

4.0 APPROVAL OF MINUTES

4.1 Regular Council Meeting January 11, 2016.

Mike Wheeler moved to approve the January 11, 2016, regular council meeting minutes; seconded by Richard Adams. Motion carried unanimously

5.0 COUNCIL REPORTS & REQUESTS

5.1 Mayor Moses:

5.1.1 Update on State Highway 146 sound wall progress: TxDOT continued working on the sound wall as expected.

5.1.2 Items of community interest: No new item to report.

6.0 PUBLIC HEARINGS & PUBLIC COMMENTS,

6.1 Public Comments:

Neil Moyer – 1124 N. Country Club: Suggested council deferred item 8.2 and 8.3 until the next budget planning cycle.

Patrick Stanton – 128 Shadylawn: Complemented the excellent maintenance of Heron Park. Disappointed in the Port of Houston for not making better use of the cruise terminal. Noticed that there are numerous dead palm trees throughout the city and speculates that it could be caused by fungus. City staff needs to find a solution to halt the fungus growth in order to preserve these palm trees.

James Hester – 3523 Bayou Forest: Commented that if item 8.2 is about granting a 20% homestead exemption to 65 years old & over and the disabled, then he doesn't think that it would be a big hit to the city. Agreed with Mr. Moyer on item 8.3, suggested the city to bring back the previous heavy collection plan of placing a dumpster by the Public Works building for residents to utilize, it is a better cost saving method. He also agreed with Mr. Stanton that the Port of Houston plan to turn the cruise terminal into warehouse spaces is a waste. Beautiful palm trees lining the streets are a great asset for our city, therefore we need to address the fungus issue quickly.

7.0 ADMINISTRATIVE REPORTS

7.1 City Administrator David Stall

7.1.1 West Country Club Drive wastewater project status.

The wastewater line is stabilized and the ditch and surrounding area has been cleanup. A bypass pump is in operating continuously.

7.1.2 Report on meeting with the Texas Water Development Board, Region 4 Team following attendance at the annual Financial Assistance Workshop in Conroe. Topics discussed included financial programs available for our sewer collapse, elevated storage, sewer trunk line rehabilitation, and water transmission line between Water Plant #1 and Water Plant #2.

Attended a Financial Assistance Workshop hosted by the Texas Water Development Board (TWDB). Also had the opportunity to meet with the TWDB finance officer, engineer, and two Houston region representatives to discuss the sewer line collapse and future improvement projects, in search of a favorable funding program. TWDB has a forgivable loan program available but Shoreacres is not eligible because our population is greater than 1,000 and our median household income is above the threshold of 75% of state median household income of \$63,000. Another alternative is a low interest loan, but even on an emergency basis the fastest funding process possible takes six months for completion and this will take us outside of a reasonable time frame. Today, I contacted our commercial banking partners, Wells Fargo Bank with a request to provide a proposal for funds to begin our repair project by February 25.

7.1.2 Report on repair of lightning damage to Wide Area Network radio system.

The SCADA wide area network is back in working condition.

7.1.3 Gateway Sign (Wide Area Network radio system) connectivity update.

A replacement radio has been ordered and work on the Gateway Sign is still in progress.

7.1.4 Local Area Network computer server report.

Our six year old local area network (LAN) server continues to suffer multiple daily LAN connection failures and it will need to be replaced soon.

7.2 Monthly Financial Report

General Fund Checking	\$ 99,649.98
Utility Fund Checking	\$ 38,847.41
Service Deposit Checking	\$ 56,573.60
TxCDBG Checking	\$ 955.74
TexPool	\$ 684,296.74
Certificates of Deposit	\$ 255,852.00
Property tax collected YTD	\$ 440,866.98
General sales tax collected ME	\$ 5,282.14
Road maintenance sales tax collected ME	\$ 1,320.53

8.0 BUSINESS

8.1 Consideration and approval of invoices.

Richard Adams moved to approve payment of the invoices. Seconded by Mike Wheeler. Motion carried unanimously.

8.2 Consideration of action to take from the table consideration and action to adopt Ordinance No. 2015-191 (Ordinance No. 2016-191) granting a twenty percent (20%) residence homestead exemption effective for the 2016 tax year and each subsequent tax year.

Mayor Moses stated that “due to illness, Alderwoman Schnell has requested to table Item 8.2.”

8.3 Consideration and action to adopt Resolution No. 2016-160 authorizing the execution of an interlocal agreement with the City of La Porte for the purpose of receiving heavy trash collection services.

Resolution No. 2016-160 failed for lack of a motion.

8.4 Consideration and approval of Ordinance No. 2016-196 ordering the City of Shoreacres 2016 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.

Richard Adams moved to adopt Ordinance No. 2016-196. Seconded by Mike Wheeler. Motion carried unanimously.

8.5 Consideration and action to excuse absence of Alderman Jerome McKown.

David Jennings moved to excuse the absence of Alderman Jerome McKown. Seconded by Mike Wheeler. Motion carried unanimously.

9.0 ADJOURNMENT

With no further business pending on the agenda the meeting was adjourned by Mayor Moses at 7:43 p.m.

PASSED AND APPROVED ON THIS 8th DAY OF FEBRUARY, 2016.

(C I T Y S E A L)

Rick Moses, Mayor

ATTEST:

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



MEMORANDUM

DATE: February 4, 2016
TO: City Council
FROM: Troy D. Harrison
RE: January, 2016 Activity report

Below are the listed calls for service during the month of January, 2016:

Nature of Calls

ACCIDENT	3
ALARM BURGLAR	6
ANIMAL CONTROL PROBLEM	3
ASSIST BY LAW	13
ASSIST CITIZEN	7
CIVIL PROBLEM STANDBY	2
CRIMINAL MISCHIEF	1
DISABLED VEHICLE	8
FLAGDOWN	1
FOLLOW UP	1
LOUD MUSIC NOISE	6
PARKING VIOLATION	1
PRISONER PROCESS	3
RECKLESS DRIVER CONDUCT	4
STRUCTURE FIRE	0
SUSPICIOUS CIRC PERSON VEHICLE	19
THEFT	3
TRAFFIC STOP	117
VIOLATION CITY ORDINANCE	4
WELFARE CONCERN	3

Total Calls	231
Total Citations	135
Total House Watches	4

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MEMORANDUM

City of Shoreacres

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



DATE: February 4th 2016

TO: David K. Stall, City Administrator

CC:

FROM: Erick Ingram, Public Works Director

REF: Public Works Monthly Report (January) 2016

FILE REFERENCE: M11060701 RF Missing Receipt.docx

Public Works purchased 2,964,000 Gallons of water in January.

Public Works Utility crew repaired 2 water leaks 2-Mainline 0-Service connections

Parks crew will continue slope mowing & weed trimming. Crews will continue

To paint fire hydrants to code weather permitting.

One new water service tap installed & one pending. Manhole on Miramar @

Meadowlawn cleaned and sewer line going north on Meadowlawn jetted/cleaned.

There are no other special projects to report on at this time.

PUBLIC WORKS
Monthly Productivity Report

Month : January 2016

	Total Calls		Total Collected in Cu. Yrds.
Water/Wastewater	2	***Solid Waste***	
Water Repairs	2	Recycling :	40
Meter Changeouts	0	* Paper	3
Backfills (Yard Cleanups)	2	* Plastic	17
Fire Hydrant Repairs	0	* Cardboard	16
Water Taps	1	* Aluminum Cans	2
Water Plant Repairs	0	* Glass	2
Sewer Taps	0	Debris Removal	0
Sewer Point Repairs	0		
Lift Station Repairs	0		
Manhole Repairs	0		
After Hour Repairs	0		

Repairs

Streets and Drainage		***ROW Maintenance***	
Potholes :	0	Miles Mowed	4
* Concrete Repairs	0	Miles of Ditch Inspected	10
* Asphalt Repairs	2	Culverts Inspected	10
Drainage Cave-in Repairs	0	Hours Mowed	16
Traffic		***Parks***	
Stop Sign Repairs	0	Cubic Yards of Trash Removed	1
Safety Sign Repairs	0	Park Equipment Repair	0
Public Notification Signs	0	Lighting Repairs	1
Repaired	2		

Monthly Flushing Report Jan-16	Chlorine Residual		Date		Gallons
3548 Bayou Forest	0.6		1/7/2016		6000
Shore Acres Blvd @ W. Country Club	0.6		1/7/2016		6000
N. Country Club @ Centre	0.6		1/7/2016		6000
S. Country Club @ Centre	0.7		1/7/2016		6000
E. Country Club @ Forest	0.7		1/7/2016		6000
Shore Acres Blvd @ Old Hwy 146	0.7		1/7/2016		6000
Fairfield @ Byway	0.8		1/13/2016		6000
Baywood @ Byway	0.6		1/13/2016		6000
Shore Acres Blvd @ Sunrise	0.6		1/13/2016		6000
Westview between Shady Lawn & Oakdale	0.5		1/13/2016		6000
Park @ Baywood	0.5		1/13/2016		6000
635 Baywood	0.5		1/21/2016		6000
Fairfield @ Sunrise	0.6		1/21/2016		6000
Fairfield @ Miramar	0.6		1/21/2016		6000
Miramar @ Forest	0.6		1/21/2016		6000
Oakdale @ Brookside	0.7		1/21/2016		6000
Miramar @ Oakdale	0.6		1/27/2016		6000
Miramar @ Baywood	0.6		1/27/2016		6000
Forest @ Byway	0.5		1/27/2016		6000
Total Gallons Flushed					114,000

Water Leaks

[illegible]

7500 Gallons

ORDINANCE NO. 2015-191

AN ORDINANCE OF THE CITY OF SHOREACRES, TEXAS, GRANTING A TWENTY PERCENT (20%) RESIDENCE HOMESTEAD EXEMPTION EFFECTIVE OF THE 2016 TAX YEAR AND EACH SUBSEQUENT TAX YEAR, AS AUTHORIZED BY SECTION 11.13 OF THE TEXAS TAX CODE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

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

Section 1. Residence Homestead Exemption.

Pursuant to 11.13 of the Texas Tax Code and the authority of Article VIII, Section 1-b of the Texas Constitution, all qualified residence homesteads within the taxing jurisdiction, of the City of Shoreacres, Harris County, Texas, shall be entitled to the following exemption:

- (a) The residence homestead exemption shall be Twenty Percent (20%) of the appraised value of the residence for the tax year 2016 and each subsequent year.
- (b) In the event the Twenty Percent (20%) hereby set produces an exemption in the tax year 2016 and each subsequent year of less than Five Thousand and No/100 Dollars (\$5,000.00) when applied to a residence homestead, the individual shall be entitled to an exemption of Five Thousand and No/100 Dollars (\$5,000.00) of the appraised value.

Section 2. Accrued Rights.

All rights and remedies which have heretofore accrued in favor of the City of Shoreacres under any causes of action or under any ordinances or resolutions of the City shall be and the same are preserved for the benefit of the City.

Section 3. Savings and Severability Clause.

The City Council of the City of Shoreacres, Texas, does hereby declare that if any section, subsection, paragraph, sentence, clause, phrase, word or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event, it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declares that its intent is to make no portion of this Ordinance dependent upon the validity of any other portion thereof, and that all said remaining portions shall continue in full force and effect.

Section 4. Effective Date.

This ordinance shall take effect from and after its final passage and publication pursuant to law.

PASSED, APPROVED AND ADOPTED ON THIS THE 23rd day of NOVEMBER, 2015.

RICK MOSES, Mayor
City of Shoreacres, Texas

ATTEST:

DAVID STALL, City Administrator/City Secretary

M/2		Yea	Nay	N/V	Absent
<input type="checkbox"/>	R. Moses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	R. Adams	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	D. Jennings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	J. McKown	<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. 2016-197
CITY OF SHOREACRES, TEXAS**

AN ORDINANCE AMENDING THE SHOREACRES CITY CODE FORBIDDING THE REMOVAL OF CERTAIN TREES FROM CITY RIGHT-OF-WAY; 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.

* * * * *

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 Chapter 70, "Vegetation" section 70-33 of the Shoreacres City Code of Ordinances, City of Shoreacres, Texas, is hereby amended to read as follows:

Sec. 70-33. – Removal of trees from rights-of-way forbidden.

A person commits an offense if the person removes, or causes to be removed, a tree other than a Chinese tallow tree, [Trees] with a trunk greater than six inches in diameter ([or 18.81] 18.85 inches in circumference) or palm tree with a trunk greater than twelve inches in diameter (37.70 inches in circumference) [may not be removed] from any public right-of-way without permission of the [building official] city administrator or his or her designated representative. City street rights-of-way generally extend [ten to 20] twenty-five (25') feet from the [edges] center of the [current streets] paved street surface to [toward] the properties on each side of the street. [Chinese Tallow trees may be removed at any time without a permit.]

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, if any section, subsection, sentence, clause or phrase of this ordinance is for any reason is held to be unconstitutional, such unconstitutionality shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Shoreacres

hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional; and,

That this ordinance shall be effective immediately upon passage.

PASSED AND APPROVED this the 8th day of February 2016.

(CITY SEAL)

Rick Moses, Mayor

ATTEST:

David K. Stall, CFM, TEM
City Secretary

M/2		Yea	Nay	N/V	Absent
<input type="checkbox"/>	R. Moses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	R. Adams	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	D. Jennings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	J. McKown	<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. 2016-198

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHOREACRES, TEXAS, AUTHORIZING THE ACCEPTANCE OF PAYMENT OF UTILITY BILL CHARGES AND FEES BY CREDIT CARD OR DEBIT CARD; ESTABLISHING A CONVENIENCE OR PROCESSING FEE TO BE COLLECTED BY A UTILITY SOFTWARE VENDOR (NOT THE CITY OF SHOREACRES, TEXAS) AT THE POINT OF SALE FOR THE USE OF A CREDIT CARD OR DEBIT CARD TO PAY UTILITY BILL CHARGES AND FEES; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, Chapter 132 of the Local Government Code authorizes municipalities to accept payment by credit card of a municipal fee, fine, court cost or other charge and to collect a fee for the processing of a payment by credit card of a municipal fee, fine, court cost or other charge, said amount being reasonably related to the expense incurred in processing the credit card payment, not to exceed five percent (5%) of the amount of the fee, fine, court cost or other charge; and

WHEREAS, the City of Shoreacres, Texas ("City") has an existing relationship with a utility software vendor who offers a service to accept customers' payments of utility charges by credit card or debit card. The utility software vendor charges a convenience or processing fee to the customer's utility bill if the customer desires to pay the bill by credit card or debit card. The convenience or processing fee is paid directly to the utility software vendor. The convenience or processing fee is not a charge by the City and it is at no cost to the City; and

WHEREAS, the City Council of the City of Shoreacres, Texas has investigated and determined that the City receives many requests to pay for utility bill charges and fees by credit card or debit card; and

WHEREAS, the City Council has further investigated and determined that it is in the best interest of the City and its citizens to allow individuals to pay for utility bill charges and fees by credit card or debit card; and

WHEREAS, the City Council has further investigated and determined that allowing the payment of utility bill charges and fees by credit card or debit card requires the utility software vendor to incur additional expenses for offering this service; and

WHEREAS, the City Council has further investigated and determined that it is in the best interest of the City and its citizens to allow the utility software vendor to charge the convenience or processing fee to offset the cost of providing this service as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Acceptance of Payment by Credit Card Authorized. The City Administrator or his/her designee(s) is hereby authorized to accept payment by credit card or debit card of utility bill charges and fees imposed by the City.

SECTION 3: Establishment of Convenience or Processing Fee. A convenience or processing fee of five percent (5%) of the amount of the utility charge is hereby established and shall be charged by the utility software vendor at the point of sale each time a credit card or debit card is used to pay utility bill charges and fees imposed by the City. The convenience or processing fee shall be paid directly to the utility software vendor. The convenience or processing fee is not a charge by the City and it is at no cost to the City.

SECTION 4: Savings/Repealing. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Shoreacres hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof regardless of whether any one or more sections, subsections, sentences, clauses and/or phrases may be declared unconstitutional and/or invalid.

SECTION 6: Effective Date. This Ordinance shall become effective from and after its adoption.

PASSED AND APPROVED this the 8th day of February 2016.

RICK MOSES, Mayor
City of Shoreacres, Texas

ATTEST:

DAVID STALL, CFM, TEM
City Administrator/City Secretary

M/2		Yea	Nay	N/V	Absent
<input type="checkbox"/>	R. Moses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	R. Adams	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	D. Jennings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	J. McKown	<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

ADDENDUM TO THE CARD SERVICES AGREEMENT BY AND AMONG **SHOREACRES,**
CITY OF HARRIS COUNTY, TEXAS; GLOBAL PAYMENTS DIRECT, INC.; WELLS
FARGO BANK, N.A.; PACE PAYMENT SYSTEMS, INC.; AND AVR, INC.

This Addendum to the Card Services Agreement (the “Addendum”) is entered into effective the _____ day of _____ by and among Shoreacres, City of Harris County, TX (“Merchant”), a political subdivision of the State of Texas; Global Payments Direct, Inc. (“Global Direct”), a New York corporation; Wells Fargo Bank, N.A. (“Member”), a national association; Pace Payment Systems, Inc. (“PPS”), a Delaware corporation and registered liability partner of Global Direct; and AVR, Inc. (“AVR”), a Texas corporation. (Merchant, Global Direct, Member, PPS and AVR referred to herein collectively as the “Parties” or sometimes individually as a “Party”).

RECITALS

WHEREAS, the Merchant has executed or will execute a Merchant Application with Global Direct and Member in order to provide for credit/debit card processing and related services (the “Services”) in connection with payment by the Merchant’s customers of the water and sewer bills issued by the Merchant; and

WHEREAS, certain terms, conditions and operating rules are incorporated by reference into the Merchant Application, all of which collectively comprise the “Card Services Agreement”; and

WHEREAS, the Card Services Agreement must be modified in order to address certain issues resulting from Merchant’s status as a governmental entity and political subdivision, and to allow for Global Direct and PPS’ provision of, and Merchant’s acceptance of, the Services; and

WHEREAS, Global Direct has refused to modify the Card Services Agreement; and

WHEREAS, the Card Services Agreement provides that it may not be amended or modified without the express written consent of Merchant, Global Direct and Member; and

WHEREAS, the Parties now desire to modify the terms of the Card Services Agreement as stated herein.

Now, therefore, for and in consideration of the mutual promises, covenants, obligations and benefits hereunder set forth, and set forth in the Card Services Agreement, the Parties contract and agree as follows:

AGREEMENT

1. The recitations set forth above are declared true and correct and are hereby incorporated as part of this Addendum.
2. Capitalized terms in this Addendum shall have the same meaning as set forth in the Card Services Agreement unless otherwise specified herein.
3. Notwithstanding anything to the contrary contained in the Card Services Agreement, or any rule,

regulation or provision referenced therein or intended to apply thereto, the Card Services Agreement is hereby modified in the following respects:

(a) Merchant shall not be charged any fees (including early termination fees) in connection with the provision of the Services, but rather any fees (the "Convenience Fee") shall be collected solely from customers of the Merchant who utilize the Services. Such Convenience Fee shall not exceed five percent (5%) of the underlying payment being made by a customer.

(b) The Merchant shall have no indemnification obligation with respect to any of the other Parties, the card associations and/or issuers, or any other financial institutions or third parties for any actions taken or liabilities incurred by those parties with respect to the Card Services Agreement, including, but not limited to, any actions taken or liabilities incurred by those parties with regard to the Merchant's accounts or Global Direct's/ PPS provision of the Services.

(c) Neither Global Direct, PPS nor Member shall have any security interest in, lien against, or control over any Merchant financial account or asset whatsoever, including, but not limited to, accounts at the Merchant's Depository and all present and future credit card payments and amounts due to the Merchant under the Card Services Agreement. Merchant makes no representations as to the existence or validity, now or in the future, of any lien/security interest held by third parties with respect to Merchant accounts or assets.

(d) No personal guaranty or Reserve Account shall be required from the Merchant. The account authorization granted to Global Direct, PPS, and Member shall apply solely to the account listed in the Merchant Application ("Merchant Account") and is solely for purposes of making credit entries to that account. Notwithstanding anything to the contrary stated in the Merchant Application, Merchant does not authorize Global Direct, PPS and/or Member to order a consumer credit report on either the Merchant or the party executing the Merchant Application on Merchant's behalf, and Global Direct, PPS and Member agree that they will not do so.

(e) AVR represents that it has established a buffer account (the "AVR Buffer Account") for handling chargebacks and the recovery of overpayments in connection with the Services. AVR expressly agrees that Global Direct, PPS and/or Member may deduct from the AVR Buffer Account any amounts due with respect to chargebacks and/or overpayments.

(f) One hundred percent (100%) of all sums which represent payments, penalties, interest and/or assessments paid by the Merchant's customers in connection with their water and sewer bills processed under the Card Services Agreement shall be deposited into the Merchant Account. Neither Global Direct, PPS nor Member shall have any right of recoupment or offset with respect to such payments, penalties, interest and/or assessments.

(g) The Merchant shall not be deemed to have acknowledged or accepted the applicable terms, conditions and rules of the Card Services Agreement prior to the effective date of this Addendum, and the Merchant's acceptance of such terms, conditions and rules is specifically subject to the provisions of this Addendum.

(h) Prior written consent of any of the other Parties shall not be required in order for the Merchant to change the designation of its Merchant Account. However, the Merchant will provide Global

Direct, Member and PPS with prior written notice of any such change. The Merchant shall not be required to maintain any specific amount of funds in the Merchant Account.

(i) The Merchant represents and warrants that it is a political subdivision of the State of **State**, and, therefore, any representation that the Merchant is a corporation, limited liability company, partnership or sole proprietorship as contained in the Card Services Agreement is expressly disclaimed by the Merchant.

(j) The Merchant shall not be required to provide any financial statements and/or profit and loss statements, nor shall it be required to obtain and submit a copy of any audit of its business activities, in connection with the provision of Services under the Card Services Agreement.

(k) No Party other than Merchant shall be entitled to any monies held in the Merchant Account.

(l) All information maintained by the Merchant in connection with the Card Services Agreement, except Cardholder information or information protected by law, is public information and may not be kept confidential under the Public Information Act, Tex. Government. Code Ann. §552.001 et. seq. (the "PIA"). The Merchant shall have no liability for disclosing such unprotected information if such information is requested pursuant to the PIA.

(m) Any Amendments to the Card Services Agreement shall not be effective as to Merchant until 45 days following its receipt of written notice of same. Following the Merchant's receipt of written notice of a proposed amendment or modification to the Card Services Agreement, including an amendment or modification to the rules and regulations of card associations and/or issuers which materially impact the Merchant's rights and/or obligations under the Card Services Agreement, the Merchant shall have the right to terminate the Card Services Agreement (without penalty) by providing written notice of said termination, with such termination becoming effective thirty (30) days after the date of the written notice.

(n) Notwithstanding any provisions or Merchant representations to the contrary in the Card Services Agreement, it is understood that (1) the Merchant may now or in the future be submitting Internet transactions under the Card Services Agreement where the customer's card will not be physically present at the Merchant's location nor will the card be swiped through the Merchant's terminal; (2) the Merchant is allowed to submit transactions under the Card Services Agreement representing payments by Directors serving on the Merchant's Board of Directors without fee or penalty other than the standard convenience fee applicable to all customers; and (3) sales transactions initiated by telephone and/or internet shall be allowed under the Card Services Agreement.

(o) The Parties acknowledge that all credit card payments made by the Merchant's customers and processed under the Card Services Agreement shall be processed through websites maintained by AVR and utilizing software provided by AVR. Therefore, with respect to transactions properly submitted by the Merchant in accordance with the Card Services Agreement, Global Direct and PPS, not the Merchant, shall be responsible for any noncompliance with the security procedures as contained in the Card Services Agreement.

(p) Notwithstanding any provisions to the contrary in the Card Services Agreement or any conflicts of laws rules, the Parties agree that all disputes arising out of or relating to the Card Services

Agreement and/or this Addendum shall be governed by the laws of the State of Texas, and that all actions shall be brought in the courts of the State of Texas sitting in Harris County and all Parties expressly agree to the exclusive jurisdiction of such courts.

(q) The Card Services Agreement may not be assigned by Global Direct/PPS without thirty (30) days prior written notices to Merchant of said assignment and written acknowledgement by any assignee that it agrees to perform all of Global Direct/PPS' obligations under, and to be bound by, the terms of the Card Services Agreement as modified by this Addendum.

(r) The exclusivity restrictions contained in the Card Services Agreement shall apply only as to credit card or debit card processing services for payment of Merchant's water and sewer bills by its customers.

(s) All notices to be provided to the Parties under the Card Services Agreement and/or this Addendum must be in writing and may be delivered via certified mail, return receipt requested, as follows:

If to Merchant: **District Name**
 Attorney Name
 Law Firm
 Address
 City, State Zip
 Phone Number

If to Global Direct: Scott Scherr
 c/o Pace Payment Systems, Inc.
 9310 Topanga Canyon Blvd., Suite 200
 Chatsworth, California 91311-5738
 (888) 690-7555

If to PPS: Scott Scherr
 c/o Pace Payment Systems, Inc.
 9310 Topanga Canyon Blvd., Suite 200
 Chatsworth, California 91311-5738
 (888) 690-7555

If to AVR: Susan Emberg
 AVR, Inc.
 12332 Cutten Rd.
 Houston, TX 77066
 (713) 523-1623 x104

If to Member: Scott Scherr
 c/o Pace Payment Systems, Inc.
 9310 Topanga Canyon Blvd., Suite 200
 Chatsworth, California 91311-5738
 (888) 690-7555

Notice deposited in the mail postage paid as stated above shall be conclusively deemed to be effective from and after the expiration of three (3) business days after it is so deposited. Notice given in any other manner shall be effective only upon actual receipt by the Party to be notified. The Parties shall have the right to change their respective address for notice by giving at least fifteen (15) days written notice of such change to the other Parties.

4. This Addendum shall continue in force and effect for so long as the Card Services Agreement is in force and effect. This Addendum shall not be amended or modified in any respect without the written consent of Merchant, Global Direct, Member and PPS; AVR's written consent shall be required solely with respect to its obligations contained in paragraph 3(e) herein.

5. All terms and provisions of the Card Services Agreement shall remain in full force and effect, except as modified hereby, and shall apply to this Addendum. In the event of a conflict between the terms of this Addendum and the Card Services Agreement, including any conflicts that arise by virtue of an amendment to the Card Services Agreement subsequent to the date of this Addendum, the terms of this Addendum shall control.

6. The Parties acknowledge that PPS is a full liability registered partner of Global Direct and Member and that PPS is responsible for all financial liability arising from Merchant's accounts placed through PPS.

7. Each Party warrants and represents to the others that they have the authority to sign this Addendum in the capacities and for the purposes stated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum in multiple counterparts, each of which shall be deemed to be an original, effective as of the date and year first written above.

[EXECUTION PAGES FOLLOW]

AGREED TO AND ACCEPTED this _____ day of _____, 2016.

Shoreacres, City of
of Harris County, Texas
a political subdivision of the State of Texas

By: _____

Name: David Stalls

Title: City Administrator

**RESOLUTION No. 2016-161
CITY OF SHOREACRES**

A RESOLUTION REQUIRING THE CITY TO POST CHECK
REGISTERS FOR EACH CITY CHECKING ACCOUNT ON THE
CITY WEBSITE; 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 RESOLVED BY THE CITY COUNCIL OF THE CITY
OF SHOREACRES THAT:

Section 1. The matters and facts recited in the preamble to this Resolution are correct and the same are incorporated herein as a part of this Resolution.

Section 2. The city secretary is hereby directed each calendar month to create, assemble, and present all city checking account check registers on the city website where they can be easily accessed by the public. The registers shall include written checks and electronic transactions and be placed on the website on or before the 21st day of the following month.

Section 3. Confidential employee pay, benefits and withholding amounts shall be consolidated into totals within the check register or presented in a separate monthly expense report.

Section 4. Other confidential items and information protected from disclosure is edited out of the check registered placed on the city website.

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 8th day of February, 2016.

CITY OF SHOREACRES

(CITY SEAL)

By: _____

Rick Moses, Mayor

ATTEST:

David K. Stall, CFM, TEM
City Secretary