

# 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, December 11, 2017 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 None.

**4.0 COUNCIL REPORTS & REQUESTS**

4.1 None.

**5.0 PUBLIC HEARINGS & PUBLIC COMMENTS**

5.1 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.

**6.0 ADMINISTRATIVE REPORTS**

6.1 Monthly Police Department Report. <sup>Harrison</sup>

6.2 Monthly Public Works Department Report. <sup>Ingram</sup>

**7.0 BUSINESS**

7.1 Consideration and action to adopt Resolution No. 2017-289 authorizing mayor to sign an agreement between the City Of Shoreacres and Texas First Group Replacement Service, Inc., to provide personnel appropriate to serve in the capacity of interim city manager. <sup>Stall</sup>

7.2 Discussion regarding coyotes. <sup>Sanford</sup>

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**8.0 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 December 7, 2017 at or before 6:00 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 7TH DAY OF DECEMBER 2017.



SHOREACRES, TEXAS

BY: \_\_\_\_\_  
David K. Stall, CFM, TEM, City Manager / 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 (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 \_\_\_\_\_, 2017.

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

# Shoreacres Police Department

602 Shore Acres Blvd., Shoreacres, Texas 77571 / 281.307.1950 / Fax: 281.471.8955



## MEMORANDUM

DATE: December 4, 2017  
TO: City Council  
FROM: Troy D. Harrison  
RE: November Activity Report

Below are the listed calls for service during the month of November 2017:

### Nature Calls

ACCIDENT MAJOR	1
ALARM BURGLAR	1
ANIMAL CONTROL PROBLEM	3
ASSAULT	1
ASSIST BY LAW	37
ASSIST CITIZEN	3
BURGLARY	2
CRIMINAL MISCHIEF	1
DISABLED VEHICLE	1
DISTURBANCE	5
FOLLOW UP	4
FRAUD	1
HARASSMENT	2
INTOXICATED DRIVER PERSON	1
LOUD MUSIC NOISE	6
MINOR ACCIDENT	1
PARKING VIOLATION	2
PRISONER PROCESS	1
RECKLESS DRIVER CONDUCT	2
SUICIDE ATTEMPT / PSYCHIATRIC	1
SUSPICIOUS CIRC PERSON VEHICLE	6
THEFT	2
THREAT TERRORISTIC	1
TRAFFIC HAZ PROB DIRECT RELAT	3
TRAFFIC STOP	140
TRESPASS	2
WELFARE CONCERN	5
<b>Total Calls</b>	<b>235</b>
<b>Total Citations</b>	<b>102</b>
<b>Total House Watches</b>	<b>6</b>

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# MEMORANDUM

*City of Shoreacres*

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

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DATE: December 7th 2017

TO: David K. Stall, City Manager

CC:

FROM: Erick Ingram, Public Works Director

REF: Public Works Monthly Report (November) 2017

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Public Works purchased 4,584,000 Gallons of water in November.

Public Works Utility crew repaired 3 water leaks 3–Mainline 0–Service connections

Parks crew will continue slope mowing & weed trimming every Tuesday and Thursday

Public Works crew installed new culverts on Byway @ E. Forest.

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

### Nov-17 Public Works Monthly Productivity Report

<b>Water/Wastewater</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<u><b>Total</b></u>
Water Repairs	1	2	3	2	3	4	4	5	4	3	3		34
Meter Changeouts	1	2	1	1	0	0	0	2	0	0	0		7
Backfills (Yard Cleanups)	1	2	2	2	3	4	4	5	4	3	3		33
Fire Hydrant Repairs	0	0	0	0	0	0	0	0	0	0	0		0
Water Taps	1	0	0	0	1	0	0	0	0	0	0		2
Water Plant Repairs	0	0	0	0	0	1	2	0	2	1	0		6
Sewer Taps	0	0	0	0	0	0	0	0	0	0	0		0
Sewer Point Repairs	0	0	0	0	0	0	0	0	0	0	0		0
Lift Station Repairs	0	0	0	0	0	0	0	0	1	1	0		2
Manhole Repairs	0	0	0	0	0	0	0	0	0	0	0		0
After Hour Repairs	0	0	0	0	1	3	2	2	2	0	0		10
<b>Streets/Drainage</b>													<u><b>Total</b></u>
Potholes :	0	0	0	0	0	0	0	3	0	0	2		5
* Concrete Repairs	0	0	0	0	0	0	0	0	0	0	0		0
* Asphalt Repairs	0	0	0	0	0	1	1	3	0	0	2		7
Drainage Cave-in Repairs	0	0	0	0	0	0	2	0	0	3	2		7
<b>Ditch/R.O.W. Mowing</b>													<u><b>Total</b></u>
Miles of Ditch Inspected	3	10	5	10	10	20	25	10	2	10	5		110
Culverts Inspected	6	5	10	3	3	5	10	10	2	5	4		63
Hours Mowed	6.4	0	0	19	12	23	27	28	18	30	28		191
<b>Traffic/Signs</b>													<u><b>Total</b></u>
Stop Sign Repairs	1	0	0	0	0	0	4	3	2	4	2		16
Safety Sign Repairs	0	3	1	2	3	0	0	3	2	5	2		21
Public Notification Signs	1	0	12	0	0	2	0	0	0	4	0		19
Repaired	2	3	2	2	3	2	2	3	2	0	2		23



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**RESOLUTION No. 2017-289  
CITY OF SHOREACRES, TEXAS**

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF SHOREACRES AND TEXAS FIRST GROUP REPLACEMENT SERVICE, INC., TO PROVIDE PERSONNEL APPROPRIATE TO SERVE IN THE CAPACITY OF INTERIM CITY MANAGER; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

\* \* \* \* \*

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

Section 1. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this resolution, a copy of which attached hereto and is on file in the office of the City Secretary. The Mayor is hereby authorized to execute all related documents on behalf of the City of Shoreacres to confirm acceptance by the City of Shoreacres. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

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 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.

Section 3. This resolution shall be effective from and after its passage and approval, and it is so ordered.

PASSED AND APPROVED this the 11th day of December 2017.

( CITY SEAL )

\_\_\_\_\_  
Kimberly Sanford, Mayor

ATTEST:

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

M/2		Yea	Nay	N/V	Absent
<input type="checkbox"/>	K. Sanford	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	R. Bowles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	R. Hoskins	<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"/>	F. Ramos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

David Stall, City Secretary - Date

## AGREEMENT FOR INTERIM CITY MANAGER SERVICES

State of Texas  
County of Harris, Chambers

For good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, this agreement is made by and between the City of Shoreacres, Texas, a Texas Municipal Corporation (hereinafter referred to as the "City") and Texas First Group Replacement Service, Inc., (hereinafter referred to as "Texas First Group").

Texas First Group shall provide personnel appropriate to handle the responsibilities of Interim City Manager of the City. As an incident to such responsibilities, the person or persons assigned by Texas First Group shall have all powers and duties as set forth in, City Ordinances, City Policy, State law, and as further delegated by the Mayor and City Council. The parties anticipate that Sidney (Buck) LaQuey shall initially handle the Interim City Manager responsibilities during the term of this agreement. The parties agree and acknowledge that Texas First Group, Sidney (Buck) LaQuey and any other individual assigned by Texas First Group to provide services under this agreement may continue professional consultation work for other clients during the term of this agreement, and further agree and acknowledge that time spent on such consultation will not be billed to the City.

Texas First Group acknowledges that its provision of services is at the discretion of the City Council that the City Council may terminate this agreement at their discretion at any time, with or without cause. The hours of the work week for the Interim City Manager shall be determined by the City Council.

Texas First Group may assign personnel other than Sidney (Buck) LaQuey to act as Interim City Manager only with the prior express consent of the City.

In consideration of its agreement, the City shall 1) Pay to Texas First Group the sum of \$62.00 per hour for its services, with a minimum billing increment of thirty (30) minutes; 2) Reimburse Texas First Group for any direct expenses incurred by the Interim City Manager in connection with providing services performed for the City at City's request 3) provide acceptable housing for Sidney (Buck) LaQuey during the term of this agreement; 4) Pay automobile mileage (at the current IRS rate) for two round trips per month Sidney (Buck) LaQuey to/from Shoreacres to/from his home in Elgin as well as for the use of his auto for City business. If an individual other than Sidney (Buck) LaQuey is assigned to act as Interim City Manager, as provided above, any similar reimbursement will be as agreed by the parties.

Texas First Group will provide a billing statement to the City on a bi-weekly basis and such billing statement will be due and payable upon receipt thereof by the City.

In the event that the City permanently hires the person placed by Texas First Group to perform the services pursuant to this agreement for the position described in this agreement or within sixty (60) days of the termination of the agreement, the City agrees to pay an additional consulting fee to Texas First Group in an amount equal to ten percent (10%) of the annualized salary of the full time position being filled by the person performing interim services pursuant to this agreement.

The parties agree that the person named above to handle the Interim City Manager duties for the City, or any other individual serving in that capacity with the City through Texas First Group, will be serving in the capacity of a public official for the City. To the extent permitted by law, the City hereby agrees to indemnify and hold harmless Sidney (Buck) LaQuey, and/or Texas First Group, and its owners, Kerry Sweatt and WJ Sweatt, and/or any other individual serving as the Interim City Manager under this agreement from and against any and all claims, causes of action, damages, losses, and/or costs, including reasonable attorneys' fees and expenses, resulting from or arising out of the services provided to the City pursuant to this agreement to the extent such liability or costs are covered under any existing insurance policy or coverage under an interlocal agreement providing liability coverage to the City officials and employees while acting within the scope of their employment with the City. City agrees to obtain an endorsement to its insurance policy or interlocal agreement to provide coverage for the Texas First Group, and its owners, Kerry Sweatt and WJ Sweatt.

To the extent permitted under its workers' compensation coverage, City will provide workers' compensation coverage for the Interim City Manager while in the scope of performing services under this agreement.

Notices to the parties shall be directed as follows:

To the City: Mayor, Kimberly Sanford  
601 Shore Acres Blvd.  
Shoreacres, TX. 77571-7262

To Texas First Group: Kerry Sweatt, Partner  
Texas First Group  
P.O. Box 157  
Leahey, TX 78873

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The parties specifically reserve the right to designate other addresses for notices in writing from time to time.

This agreement constitutes the full and complete agreement of the parties, and all other prior and/or contemporaneous agreements between the parties have been merged herein. Any future amendment of this agreement shall be in writing and shall require the written consent of both parties.

This agreement is governed by and is to be construed and enforced in accordance with the laws of the State of Texas and of the United States.

The parties agree and consent to the jurisdiction of and venue in the District Courts of Harris, Chambers County, Texas, and of the United States District Court for the Southern District of Texas and acknowledge that such courts shall constitute proper and convenient forums for the resolution of any actions among the parties with respect to the subject matter hereof.

The parties further agree that such courts shall be the exclusive forums for the resolution of any actions among the parties with respect to the subject matter hereof.

EXECUTED in duplicate originals to be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor, Kimberly Sanford  
City of Shoreacres, Texas

\_\_\_\_\_  
Kerry Sweatt, Partner  
Texas First Group

Attest: \_\_\_\_\_  
David K. Stall, City Secretary  
City of Shoreacres, Texas

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## Urban Coyotes



### Species Info

- The Texas Parks and Wildlife Department provides expertise and advice on urban wildlife issues, but does not implement nuisance coyote control.
- Texas Wildlife Services, in partnership with local governments, does provide nuisance coyote control services in some urban areas. In some cities, such as Austin, Texas Cooperative Extension assists with coordinating nuisance coyote control and public education. Call the main Texas Wildlife Services office in San Antonio at (210) 472-5451 to get the number of the local office nearest you.
- Urban and suburban coyotes, like urban deer, are symptoms of a broader issue. People continue to expand housing subdivisions and other human development into what used to be open range wildlife habitat, especially on the expanding fringes of large metropolitan areas. This is increasing the potential for encounters and conflicts between people and wildlife.
- Trapping and similar nuisance control actions cannot eliminate urban coyote problems, although this can be part of the solution in some situations.
- The real solution and the greater need facing Texans right now is public education. We need to inform and empower people to take steps to coexist with coyotes and other urban wildlife.

- There are some common sense precautions people can take to manage coyotes:
  - Do not feed coyotes! Keep pet food and water inside. Keep garbage securely stored, especially if it has to be put on the curb for collection; use tight-locking or bungee-cord-wrapped trashcans that are not easily opened.
  - Keep compost piles securely covered; correct composting never includes animal matter like bones or fat, which can draw coyotes even more quickly than decomposing vegetable matter.
  - Keep pets inside, confined securely in a kennel or covered exercise yard, or within the close presence of an adult.
  - Walk pets on a leash and accompany them outside, especially at night.
  - Do not feed wildlife on the ground; keep wild bird seed in feeders designed for birds elevated or hanging above ground, and clean up spilled seed from the ground; coyotes can either be drawn directly to the seed, or to the rodents drawn to the seed.
  - Keep fruit trees fenced or pick up fruit that falls to the ground.
  - Do not feed feral cats (domestics gone wild); this can encourage coyotes to prey on cats, as well as feed on cat food left out for them.
  - Minimize clusters of shrubs, trees and other cover and food plants near buildings and children's play areas to avoid attracting rodents and small mammals that will in turn attract coyotes
  - Use noise making and other scaring devices when coyotes are seen. Check with local authorities regarding noise and firearms ordinances. Portable air horns, motor vehicle horns, propane cannons, starter pistols, low-powered pellet guns, slingshots, and thrown rocks can be effective.