### **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 February 12, 2024 at 6:00 p.m. in the City Council Chambers on the first floor at City Hall, 601 Shore Acres Blvd., Shoreacres, Texas, or remotely via Zoom, 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 An opportunity for members of council to share community news.

### 5.0 PUBLIC HEARINGS & PUBLIC COMMENTS

5.1 Public Comments

This is an opportunity for the public to address the council. 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.

5.2 Citizen Requested Item – Barry Plante

Miramar Park south parking

### **6.0 ADMINISTRATIVE REPORTS**

- 6.1 City Manager's Report Harrison
- 6.2 Monthly Police Department Report. Harrison

**Racial Profiling Report** 

6.3 Monthly Public Works Department Report. Harrison

### 7.0 BUSINESS

- 7.1 Minutes from the January 8, 2023 meeting. Goodman
- 7.2 Interlocal election agreement with LPISD. Jennings
- 7.3 Overview of water and sewer infrastructure projects. Harrison/Lackey

- 7.4 Consideration of Repaving 100-200 blocks of Baywood St and 100-600 blocks of Fairfield Ave Jennings
- 7.5 Consideration of SETH grant application Jennings
- 7.6 Second regular meeting Jennings

### **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 February 9, 2024 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 February 9, 2024.	REACRE	SHOREACRES, TEXAS
David Jennings  David Jennings, Mayor	- CITY SEA	

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 accommodation or interpretive services must be made at least two (2) working days prior to the meeting. Please contact the 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 6:00 PM on February 13, 2024.

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\*\*\*\* ZOOM MEETING INFORMATION \*\*\*\*\*

Meeting ID: 890 0367 2757 Passcode: 976173

Phone number to call in: (346) 248-7799



### **CASH POSITION JANUARY 2024**

### 2024 Restricted Funds:

Restricted Debt	\$32,461.32
Unused Wastewater Project Funds	\$50,379.24
Utility Deposit Fund	\$93,308.37
Road Repair Taxes Collected (TexPool)	\$319,278.75
Covid Grant Funds	\$0.00
Park Pavilion Improvements budgeted 2022	\$29,873.14
SETH Funds	\$5,627.82
Total	\$522,366.37

### **Unencumbered Funds:**

General Fund Checking	\$371,997.06
Utility Checking	\$202,479.27
Unencumbered Funds (Tex Pool)	\$1,012,038.90
Total	\$1,595,077.50

# City of Shoreacres Profit & Loss Budget vs. Actual October 2023 through January 2024

Gross Profit	Total Income	Total Miscellaneous Income	Miscellaneous Income 4095: San Jac Maritime Col Patrol 4070: Child Safety Fees 4090 · Other Income	Total Grants Revenue	Grants Revenue 4091 · Police Training Grant	Total Utility Fund Revenue	Utility Fund Revenue 4710 · Water Service 4715 · Water & Sewer Tap Fees 4721 · Late Fee 4810 · Sewer Service 4910 · Refuse Collection 4920 · UF Sales Tax Revenue	Total Municipal Court Revenue	Total 4200 · Municipal Court Revenue	Municipal Court Revenue 4200 · Municipal Court Revenue 4202 · Court Technology 4232 · Court Technology 4351 · Warrant Fees 4210 · Fines & Fees 4211 · Grows & Fees	Total Service Contracts & Permits	Service Contracts & Permits 4110 · Building Permits	Total Capital & Property	Capital & Property 4052: TaxPool Interest Income 4051: Ohecking Account Interest 4060: Leases & Rentals Income	Total Non-Property Tax	4040 · Mixed Beverage Tax	Total 4030 · Sales Tax	4030 · Sales Tax 4035 · Sales Tax Road Maint 4030 · Sales Tax - Other	Total Franchise Taxes	Non-Property Tax Franchise Taxes 4021 : Electric 4022: Gas 4023 : Telephone 4024 : CATV	Ordinary Income/Expense Income 4010 · Property Tax Revenue	
1,400,161.60	1,400,161.60	26,741.43	14,719.48 394.94 11,627.01	0.00	0.00	293,967.55	126,588.01 750.00 17,104.10 72,473.03 71,627.59 5,444.82	68,838.76	68,838.76	1,033.10 2,771.70 63,836.84 1,197.12	11,480.00	11,480.00	26,326.02	18,403.72 988.45 6,933.85	91,052.49	1,404.11	64,639.13	16,159.79 48,479.34	25,009.25	0.00 19,876.49 318.60 4,814.16	881,755.35	Oct '23 - Jan 24
864,562.34	864,562.34	22,080.00	14,680.00 800.00 6,600.00	200.00	200.00	240,492.92	111,513.60 2,000.00 2,400.00 55,176.00 65,333.32 4,070.00	51,400.00	51,400.00	500.00 400.00 50,000.00 500.00	8,000.00	8,000.00	10,686.64	1,600.00 3,086.64 6,000.00	99,399.90	1,466.64	76,666.64	16,666.64 60,000.00	21,266.62	12,666.62 4,000.00 600.00 4,000.00	432,302.88	Budget
535,599.26	535,599.26	4,661.43	39.48 (405.06) 5,027.01	(200.00)	(200.00)	53,474.63	15,054.41 (1,250.00) 14,704.10 17,297.03 6,294.27 1,374.82	17,438.76	17,438.76	533.10 2,371.70 13,836.84 697.12	3,480.00	3,480.00	15,639.38	16,803.72 (2,098.19) 933.85	(8,347.41)	(62.53)	(12,027.51)	(506.85) (11,520.66)	3,742.63	(12,666.62) 15,876.49 (281.40) 814.16	449,452.47	\$ Over Budget
162.0%	162.0%	121.1%	100.3% 49.4% 176.2%	0.0%	0.0%	122.2%	113.5% 37.5% 712.7% 131.3% 109.6% 133.8%	133.9%	133.9%	206.6% 692.9% 127.7% 239.4%	143.5%	143.5%	246.3%	1,150.2% 32.0% 115.6%	91.6%	95.7%	84.3%	97.0%	117.6%	0.0% 496.9% 53.1% 120.4%	204.0%	% of Budget

# City of Shoreacres Profit & Loss Budget vs. Actual October 2023 through January 2024

6322 - Utilities - Gas 6324 - Surface water purchase	6320 · Utilities - electric 6321 · Electricity - Street Lights	6317 Wireless Broadband Service 6319 Radio Airtime	6310 · Telephone & internet	6294 · Court technology 6296 · Municipal court iury fees	6285S · Clean-Up, Green-Up 6292 · Court security	6375 Prisoner services	Services 6971 · Record Retention	Total Maintenance & Supplies	6281 · Street maintenance (sales tax) 6285 · Storm drainage/ maintenance	6270 Mileage/Vehicle Allowance	6260 · Signs 6265 · Uniforms	6255 · Mosquito/ Weed Control	6245 · General supplies 6250 · Vehicle fuel	6240 Small equipment & tools	6238 · Meters	6234 · Printed/ billing supplies	6232 Postage	6230 · Office supplies	6220 Vehicle maintenance	6215 · Maintenance - Equipment	Maintenance & Supplies 6210 · Building maintenance	Total Personnel	Total Other Personnel	6190 · Pre-employment	Other Personnel 6160 : TMRS Retirement 6170 - Health & Life Insurance 6180 - Worker's Compensation	Total Payroll Taxes	Payroll Taxes 6150 · Social Security & Medicare 6185 · Unemployment Tax	Total Salaries	6145 · Certification Pay	6140 Longevity	6130 Bonus - City Manager	6125 Overtime - Police	6110 · Wages	Personnel Salaries	Evaponeo	
445.58 36,243.99	11,185.09 2,496.58	240.80 6.396.00	3,150.64 471.64	0.00	12,758.70 0.00	5,641.74	1,028.00	46,651.44	4,168.24	3,600.00	1,386.44 (3.800.88)	0.00	299.42 4,641.44	931.55	0.00	0.00	1,274.36	2,585.99	2,070.45	2,773.07	1,255.71	294,103.26	76,141.35	0.00	9,217.37 50,961.11 15,962.87	15,071.69	14,688.66 383.03	202,890.22	67.50	4,480.00 0.00	0.00	9.576.28	186,008.18		Oct 23 - Jall 24	Oct 123 - Ian 24
760.00 36,000.00	14,800.00 3,920.00	800.00 2,500.00	4,200.00 920.00	800.00 200.00	12,000.00 400.00	7,666.64	880.00	96,039.92	10,666.64 4,000.00	3,600.00	400.00 1.200.00	12,000.00	1,400.00 6,733.32	10,600.00	2,000.00	5,000.00	2,000.00	3,240.00	4,000.00	5,866.64	7,600.00	300,903.88	55,147.62	340.00	10,658.72 38,861.28 5,287.62	21,777.08	16,394.45 5,382.63	223,979.18	1,080.00	1,426.68 5 132 13	4,000.00	9.765.67	199,654.44		Budget	D
(314.42) 243.99	(3,614.91) (1,423.42)	(559.20) 3,896.00	(1,049.36) (448.36)	(800.00) (200.00)	758.70 (400.00)	(2,024.90)	148.00	(49,388.48)	(10,666.64) 168.24	0.00	986.44 (5.000.88)	(12,000.00)	(1,100.58) (2,091.88)	(9,668.45)	(2,000.00)	(5,000.00)	(725.64)	(654.01)	(1,929.55)	(3,093.57)	(6,344.29)	(6,800.62)	20,993.73	(340.00)	(1,441.35) 12,099.83 10,675.25	(6,705.39)	(1,705.79) (4,999.60)	(21,088.96)	(1,012.50)	3,053.32 (5.132.13)	(4,000.00)	(189.39)	(13,646.26)		a Over pudget	C Over Budget
58.6% 100.7%	75.6% 63.7%	30.1% 255.8%	75.0% 51.3%	0.0%	106.3% 0.0%	73.6%	116.8%	48.6%	0.0% 104.2%	100.0%	346.6% (316.7)%	0.0%	21.4% 68.9%	8.8%	0.0%	0.0%	63.7%	79.8%	51 8% 237 2%	47.3%	16.5%	97.7%	138 1%	0.0%	86.5% 131.1% 301.9%	69.2%	89.6% 7.1%	90.6%	6.3%	314.0% 0.0%	0.0%	98.1%	93.2%		% of Budget	% of Buildoof

# City of Shoreacres Profit & Loss Budget vs. Actual October 2023 through January 2024

Total Other Income	Total Transfers in	4950 · Credit Card Fees Transfers in 7992 · Transfers from Utility Fund	Other Income/Expense Other Income	Net Ordinary Income	Total Expense	6560 · Payroll Expenses	Total Capital Outlays	6850 · Streets & drainage 6880 · Vehicles	Total 6820 · Buildings/ facilities	Capital Outlays 6820 - Buildings/ facilities 6821 - Pavilion 6820 - Buildings/ facilities - Other	Total Services	ooo comingency	6398 · Contract - Treatment	6396 Maintenance agreement	6392 · Dispatch contract	6391 · Emergency Medical Services	6390-20 · State traffic violation fees	6386 Bond insurance	6384 Liability insurance	6380 Property insurance	6372 Training/ travel	6370 · Mayor/ Council expenses	6369-50 · Outside Services 6369-70 · Laboratory analysis	6369-20 Warrant Reporting	6368 · Janitorial Services	6366 · Engineering fees	6365 · Legal fees	6363 · Property tax collection	6362 Tax appraisal district fees	6361 · Prosecutor retainer	6356 Special projects/ events	6355 Bank service charges - Water	6352 · Animal control services	6350 · Emergency preparedness planning	6344 · Municipal code	6343 Merchant service fees	6342 · Election expense	6335 · Bank service charges	6330 · Dues & subscriptions	
1,893.53	0.00	0.00		579,887.78	820,273.82	2,453.33	65,145.92	0.00	65,145.92	2,900.00 62,245.92	411,919.87	0.00	0.00	0.00	13,340.79 52.906.04	12,375.00	3,532.00	0.00	18,012.69	10.084.26	935.00	0.00	129,740.42 910.00	274.29	1,620.00	250.00 5 366 50	3,456.25	14.800.00	2,730.00	1,612.50	575.13	0.00	0.00	0.00	1 880 05	1,255.80	1,605.00	1,595.00 0.00	5,224.96	Oct '23 - Jan 24
49,500.84	49,500.84	49,500.84		(57,415.90)	921,978.24		142,509.96	84,176.64 25,000.00	33,333.32	33,333.32	382,524.48	100.00	2,800.00	1,000.00	18,000.00 53,333.32	16,000.00	12,000.00	175.00	10,202.96	6.600.00	1,800.00	200.00	67,466.64	200.00	2,400.00	800.00	6,000.00	1,400.00	3,000.00	1,200.00	600.00	80.00	200.00	1,333.32	1,200.00	1,966.64	3,200.00	333,32 200,00	1,650.00	Budget
(47,607.31)	(49,500.84)	(49,500.84)		637,303.68	(101,704.42)		(77,364.04)	(84,176.64) (25,000.00)	31,812.60	28,912.60	29,395.39	(00,007)	(2,800.00)	(1,000.00)	(4,659.21) (427.28)	(3,625.00)	(8,468.00)	(175.00)	7,809.73	3,484.26	(865.00)	(200.00)	62,273.78	74.29	(780.00)	(550.00)	(2,543.75)	(1,400.00) 4.133.36	(270.00)	412.50	(24.87)	(80.00)	(200.00)	(1,333.32)	(1,039.52)	(710.84)	(1,595.00)	1,261.68 (200.00)	3,574.96	\$ Over Budget
3.8%	0.0%	0.0%		(1,010.0)%	89.0%		45.7%	0.0%	195.4%	186.7%	107.7%	0.070	0.0%	0.0%	/4.1% 99.2%	77.3%	29.4%	0.0%	176.5%	152.8%	51.9%	0.0%	192.3%	137.1%	67.5%	31.3% 67.1%	57.6%	138.8%	91.0%	134.4%	95.9%	0.0%	0.0%	0.0%	13.4% 235.0%	63.9%	50.2%	478.5% 0.0%	316.7%	% of Budget

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# City of Shoreacres Profit & Loss Budget vs. Actual October 2023 through January 2024

Net Income Net Other Income Total Other Expense Other Expense 2-9901 · Interest Expense - TWDB Oct '23 - Jan 24 0.00 0.00 1,893.53 **581,781.31** Budget 0.00 0.00 49,500.84 (7,915.06) \$ Over Budget 589,696.37 (47,607.31) 0.00 % of Budget

3.8% (7,350.3)%

0.0%





### **MEMORANDUM**

February 2, 2024 DATE: City Council TO: FROM: Troy D. Harrison

RE: January 2024 Activity report

Below are the listed calls for service during the month of January 2024:

Nature Calls	
ALARM BURGLAR	2
ALARM PANIC	1
ANIMAL CONTROL PROBLEM	3
ASSIST BY LAW	20
ASSIST CITIZEN	2
BURGLARY	1
CIVIL PROBLEM STANDBY	2
DEATH INVESTIGATION	1
DISABLED VEHICLE	4
DISTURBANCE	2
FLAGDOWN	2
LOUD MUSIC NOISE	3
MENTAL HEALTH CONCERN	2 2
MINOR ACCIDENT	
PARKING VIOLATION	1
PROPERTY LOST RECOVERED	1
SUSPICIOUS CIRC PERSON VEHICLE	7
THREAT TERRORISTIC	3
TRAFFIC HAZ PROB DIRECT RELAT	6
TRAFFIC STOP	47
VIOLATION CITY ORDINANCE	6
WELFARE CONCERN	4
Total Calls:	122
Total Citations:	66
Total House Watches:	41
San Jacinto College Patrols:	192
HYC Patrols	192

## Racial Profiling Report | Full

Agency Name: SHOREACRES POLICE DEPT.

Reporting Date: 01/09/2024 TCOLE Agency Number: 201223

Chief Administrator: TROY D. HARRISON

Agency Contact Information:

Phone: (281) 307-1959

Email: tharrison@cityofshoreacres.us

Mailing Address:

601 SHOREACRES BLVD. SHOREACRES, TX 77571

This Agency filed a full report

SHOREACRES POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the <u>SHOREACRES POLICE DEPT.</u> from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the <u>SHOREACRES POLICE DEPT</u>. if the individual believes that a peace officer employed by the <u>SHOREACRES POLICE DEPT</u>. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the <u>SHOREACRES</u> <u>POLICE DEPT.</u> who, after an investigation, is shown to have engaged in racial profiling in violation of the <u>SHOREACRES POLICE DEPT.</u> policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
  - a. the race or ethnicity of the individual detained;
  - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
  - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual:
  - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
  - e. the location of the stop;
  - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - a. the Commission on Law Enforcement; and
  - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The **SHOREACRES POLICE DEPT.** has satisfied the statutory data audit requirements as prescribed in Article 2.133

(c), Code of Criminal Procedure during the reporting period.

Executed by: James Tidwell Sergeant

Date: 01/09/2024

## Total stops: 744

Street a	address or approximate location of th	ne stop
City	street	260
US h	ighway	0
Cour	nty road	338
State	e highway	146
Priva	ate property or other	0
Was ra	ce or ethnicity known prior to stop?	
Yes		1
No		743
Race / I	Ethnicity	
	ka Native / American Indian	0
Asia	n / Pacific Islander	21
Blac	k	103
Whit	e	380
Hisp	anic / Latino	240
Gender		
Fema		238
reilia	Alaska Native / American Indian	0
	Asian / Pacific Islander	6
	Black	38
	White	134
	Hispanic / Latino	60
Male	•	506
majo	Alaska Native / American Indian	0
	Asian / Pacific Islander	15
	Black	65
	White	246
	Hispanic / Latino	180
Passan	o for atom?	
	n for stop? nation of law	6
VIOIA	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	5
	TTITLO	•

	Hispanic / Latino	1
Pree	xisting knowledge	1
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	1
	White	0
	Hispanic / Latino	0
Movi	ng traffic violation	666
	Alaska Native / American Indian	0
	Asian / Pacific Islander	20
	Black	98
	White	339
	Hispanic / Latino	209
Vehi	cle traffic violation	71
	Alaska Native / American Indian	0
	Asian / Pacific Islander	1
	Black	4
	White	36
	Hispanic / Latino	30
Was a s	search conducted?	
Yes		5
Yes	Alaska Native / American Indian	
Yes	Alaska Native / American Indian	0
Yes	Asian / Pacific Islander	0
Yes	Asian / Pacific Islander Black	0 0 3
Yes	Asian / Pacific Islander Black White	0 0 3 1
	Asian / Pacific Islander Black	0 0 3 1
Yes	Asian / Pacific Islander Black White Hispanic / Latino	0 0 3 1
	Asian / Pacific Islander Black White	0 0 3 1
	Asian / Pacific Islander Black White Hispanic / Latino	0 0 3 1 1 <b>739</b>
	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian	0 0 3 1 1 <b>739</b>
	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander	0 0 3 1 1 <b>739</b> 0 21
	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black	0 0 3 1 1 739 0 21
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino	0 0 3 1 1 739 0 21 100 379
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search?	0 0 3 1 1 739 0 21 100 379 239
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search? sent	0 0 3 1 1 739 0 21 100 379 239
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search? sent Alaska Native / American Indian	0 0 3 1 1 739 0 21 100 379 239
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search? sent Alaska Native / American Indian Asian / Pacific Islander	0 0 3 1 1 739 0 21 100 379 239
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search? sent Alaska Native / American Indian	0 0 3 1 1 739 0 21 100 379 239

	Hispanic / Latino	0				
Cont	traband	0				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	0				
	Hispanic / Latino	0				
Prob	pable	5				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	3				
	White	1				
	Hispanic / Latino	1				
Inve	ntory	0				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	0				
	Hispanic / Latino	0				
Incid	dent to arrest	0				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	0				
	Hispanic / Latino	0				
Was Co	ontraband discovered?					
Yes		2	Did th	e finding r	esult in	arrest?
			(total s	should equ	al previo	us column)
	Alaska Native / American Indian	0	Yes	0	No	0
	Asian / Pacific Islander	0	Yes	0	No	0
	Black	2	Yes	2	No	0
	White	0	Yes	0	No	0
	Hispanic / Latino	0	Yes	0	No	0
No		3				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	1				
	White	1				
	Hispanic / Latino	1				

### **Description of contraband** 2 **Drugs** Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 2 0 White 0 Hispanic / Latino 0 Weapons Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 0 White 0 Hispanic / Latino 0 Currency Alaska Native / American Indian 0 Asian / Pacific Islander 0 0 Black White 0 0 Hispanic / Latino Alcohol 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 0 Black White 0 0 Hispanic / Latino Stolen property 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 0 Black 0 White Hispanic / Latino 0 Other 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 0 Hispanic / Latino Result of the stop 218 Verbal warning

Alaska Native / American Indian	0
Asian / Pacific Islander	6
Black	35
White	132
Hispanic / Latino	45
Written warning	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Citation	520
Alaska Native / American Indian	0
Asian / Pacific Islander	15
Black	66
White	246
Hispanic / Latino	193
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	0
Arrest	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	1
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

	Black	0
	White	0
	Hispanic / Latino	0
Viola	ntion of Traffic Law	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Viola	ition of City Ordinance	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Outs	tanding Warrant	4
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	2
	White	1
	Hispanic / Latino	1
Was ph	ysical force resulting in bodily injury	/ used during stop?
Yes		0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
	Resulting in Bodily Injury To:	
	Suspect	0
	Officer	0
	Both	0
No		744
	Alaska Native / American Indian	0
	Asian / Pacific Islander	380

Black White

Hispanic / Latino

21

240

0

### Number of complaints of racial profiling

Total 0
Resulted in disciplinary action 0
Did not result in disciplinary action 0

### **Comparative Analysis**

Use TCOLE's auto generated analysis 

✓
Use Department's submitted analysis

### **Optional Narrative**

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

### **SHOREACRES POLICE DEPT.**

01. Total Traffic Stops:	744	
02. Location of Stop:		
a. City Street	260	34.95%
b. US Highway	0	0.00%
c. County Road	338	45.43%
d. State Highway	146	19.62%
e. Private Property or Other	0	0.00%
02 Was Daga known prior to Chap.		
03. Was Race known prior to Stop:	742	00.070/
a. NO	743	99.87%
b. YES	1	0.13%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	0	0.00%
b. Asian/ Pacific Islander	21	2.82%
c. Black	103	13.84%
d. White	380	51.08%
e. Hispanic/ Latino	240	32.26%
05. Gender:		
a. Female	238	31.99%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	6	0.81%
iii. Black	38	5.11%
iv. White	134	18.01%
v. Hispanic/ Latino	60	8.06%
b. Male	506	68.01%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	15	2.02%
iii. Black	65	8.74%
iv. White	246	33.06%
v. Hispanic/ Latino	180	24.19%
06. Reason for Stop:		
a. Violation of Law	6	0.81%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

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iii. Black	0	0.00%
iv. White	5	83.33%
v. Hispanic/ Latino	1	16.67%
b. Pre-Existing Knowledge	1	0.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
c. Moving Traffic Violation	666	89.52%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	20	3.00%
iii. Black	98	14.71%
iv. White	339	50.90%
v. Hispanic/ Latino	209	31.38%
d. Vehicle Traffic Violation	71	9.54%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander		1.41%
iii. Black	4	5.63%
iv. White	36	50.70%
v. Hispanic/ Latino	30	42.25%
v. Hispanic, Launo	30	42.2370
07. Was a Search Conducted:		
a. NO	739	99.33%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	21	2.84%
iii. Black	100	13.53%
iv. White	379	51.29%
v. Hispanic/ Latino	239	32.34%
b. YES	5	0.67%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	60.00%
iv. White	1	20.00%
v. Hispanic/ Latino	1	20.00%
08. Reason for Search:		
a. Consent	0	0.00%

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i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	5	0.67%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	3	60.00%
iv. White	1	20.00%
v. Hispanic/ Latino	1	20.00%
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
00 W C		
09. Was Contraband Discovered:	2	0.270/
YES	2	0.27%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	0.000/
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	100.000/
iii. Black	2	100.00%

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Finding resulted in arrest - YES	2	
Finding resulted in arrest - NO	0	
iv. White	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
v. Hispanic/ Latino	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
b. NO	3	0.40%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	1	33.33%
iv. White	1	33.33%
v. Hispanic/ Latino	1	33.33%
·		
10. Description of Contraband:		
a. Drugs	2	0.27%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

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v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
11. Result of Stop:		
a. Verbal Warning	218	29.30%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	6	2.75%
iii. Black	35	16.06%
iv. White	132	60.55%
v. Hispanic/ Latino	45	20.64%
b. Written Warning	2	0.27%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	50.00%
v. Hispanic/ Latino	1	50.00%
c. Citation	520	69.89%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	15	2.88%
iii. Black	66	12.69%
iv. White	246	47.31%
v. Hispanic/ Latino	193	37.12%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

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e. Citation and Arrest	2	0.27%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	50.00%
iv. White	1	50.00%
v. Hispanic/ Latino	0	0.00%
f. Arrest	2	0.27%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	50.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	50.00%
12. Arrest Based On:		
a. Violation of Penal Code	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	4	0.54%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	50.00%
iv. White	1	25.00%
v. Hispanic/ Latino	1	25.00%

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13. Was Physical Force Used:

a. NO	744	100.00%	
i. Alaska/ Native American/ Indian	0	0.00%	
ii. Asian/ Pacific Islander	380	51.08%	
iii. Black	21	2.82%	
iv. White	240	32.26%	
v. Hispanic/ Latino	0	0.00%	
b. YES	0	0.00%	
i. Alaska/ Native American/ Indian	0		
ii. Asian/ Pacific Islander	0		
iii. Black	0		
iv. White	0		
v. Hispanic/ Latino	0		
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0		
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0		
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0		
14. Total Number of Racial Profiling Complaints Received:	0		

REPORT DATE COMPILED 01/09/2024

2/6/2024 7 of 7 Innovative Utility Operations Houston, TX 77044 (832) 771-4246



# PRODUCTION UPDATES FOR CITY OF SHOREACRES - JANUARY 2024

PRODUCTION STATUS		
Well #1, 3395	OPERATING WITH NO ISSUES	WELL PRODUCING - 363 GPM
Well #2, 1577	OPERATING WITH NO ISSUES	WELL PRODUCING - 100 GPM
Well #3, 4061	OPERATING WITH NO ISSUES	WELL PRODUCING - 450 GPM
Lift Station #1	OPERATING WITH NO ISSUES	
Lift Station #2	OPERATING WITH NO ISSUES	
Lift Station #3	OPERATING WITH NO ISSUES	

### **PRODUCTION SUMMARY**

Call Type	Quanity
Disconnect	0
Leaks	1
Re-read	0
Main Line Repair	3
Meter Repair	0
Plant Repair	2
Service Line Repair	3
Sewer	3
Other	6

### PROJECTS IN PROGRESS

TASK % DONE DUE DATE NOTES

### ABNORMAL EXPENDITURES

ITEM(S) COMPANY APPROVED BY NOTES

### **COMMENTS/QUESTIONS?**

RESPECTFULLY SUBMITTED,

**David Sutton** 

Owner

Innovative Operations, LLC.

## City of Shoreacres MINUTES OF MEETING

Notice is hereby given that a Regular Meeting of the

City Council

The City of Shoreacres, Texas held on.

Monday, January 08, 2024

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

1.1 Mayor Jennings, Mayor Pro-Tem McKown, Alderman Greeson, Alderwoman Ramos, Alderman Bell, absent was Alderman Hoskins.

### 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 Dedication of a bench in memory of Alderman Neil Moyer to be in the City Hall Reflection Garden.

Mayor Jennings made the presentation to Ms. Dolly Arons who was present. Mayor Jennings advised this was going to be done outside, however, due to the inclement weather in had to be done inside. A photo showing the bench in the park with the special plaque was displayed on the large screen. Mayor Jennings also presented a beautiful photo to Ms. Dolly Arons.

Mayor Jennings asked if anyone wanted to make any comments. Mayor Pre-Tem McKown, citizen and friend Richard Adams, and past council member Bo Bunker took the opportunity to say many nice things about Mr. Moyer. Mayor Jennings advised he too reflected the same thoughts as all who commented.

Alderwoman Ramos thanked Dolly for sharing Neil with the Council and the City.

### 4.0 COUNCIL REPORTS & REQUESTS

4.1 Mayor Jennings asks council members if anyone had any Reports or Requests to share with the community with all members present responding no.

### 5.0 PUBLIC HEARINGS & PUBLIC COMMENTS

### 5.1 Public Comments –

Mayor Jennings read the instructions shown below to the citizens present and asked if anyone had anything to say.

Present:

George Ashworth had nothing to say.

Mary Becker asked that when there is a Council Meeting, there be additional Agendas available for the citizens who attend, adding that she was not able to see what was on the TV screen.

She also asked that the meeting notice be placed on the marquee outside of City Hall like before giving notice to the citizens.

George Perdue commented regarding the signs placed around Shell Beach and expressed his dissatisfaction with those signs and would like to see a more respectable sign placed.

He asked if there was going to be any major work taking place in and around the city, that the residents be notified for their input instead of just doing the work.

He asked if there was anything being done with citizen tax money that the citizens be allowed to comment on and give their feedback on what is to be taking place.

This is an opportunity for the public to address the council. Dialogue, deliberation, or discussion, with council members on items that are not on the agenda is prohibited by law. Time for each speaker is limited to five minutes.

### 6.0 ADMINISTRATIVE REPORTS

6.1 **City Manager's Report** – Updates on city activities, staff, budget, public works, police.

Mr. Harrison went over the financial report as attached advising that the Total of these reports was \$1,541,661.89 as of December 31, 2023.

Mayor Jennings asked Mr. McKown and Ms. Ramos if there were any numbers in the report that stood out to them. Neither commenting, Mayor Jennings stated that previously the reserve for the city was only \$263K and now it is well over 1 million dollars.

There being no questions or discussion the City Manager moved to the next item on the agenda.

### 6.2 Monthly Police Department Report

Mayor Jennings advised he'd like to recap Municipal Court advising Ms. Stokes and Ms. Anderson have been working hard to get the court caught up and it is beginning to get back on track with regular court dockets and jury trials. This year the budget will look different with active court dates and income being properly recorded. The idea is for the court to break even not being profitable.

Mr. Harrison advised that the officers previously wrote tickets with court dates being 30-60 days out and now they are writing tickets for 120 days out reflecting the work that is being done by the officers on traffic and possible looking at having to add a second court date to even things out.

Mr. Harrison advised the report as attached shows nothing special, officers are continuing their normal patrols of the Houston Yacht Club and San Jacinto College as well as the city. He added that there were only a couple of calls made over the New Year holiday for fireworks and loud music. These were calls called in to dispatch that are trackable, if the calls do not come through dispatch, there is no record of these calls. There were a few calls called in to dispatch regarding fishing at shell beach, those were handled and there were no issues asking those individuals to leave the area.

### 6.3 **Public Works Report**

Mr. Harrison reported that there was not much to report as there were only 4 leaks that are being repaired, nothing major like during the drought period.

He advised there have been several endpoints replaced which is the signaling devise of the meter to keep the meters communicating.

Mr. Greeson asked Mr. Harrison about the Covid Funds left in the account. Mr. Harrison advised they are mostly expended. There were a couple of invoices in that were about to be paid for the emergency repair of the sewer lines on Oakdale being finished and the water distribution lines being completed.

Mayor Jennings asked that Mr. Harrison contact Mr. Lackey to come and give a recap of the project that has been completed.

### 7.0 BUSINESS

### 7.1 **Approve Minutes** from the December 11, 2023. meeting. Goodman

Alderwoman Ramos made a motion to approve the minutes as written with a 2<sup>nd</sup> from Alderman Greeson. There being no questions and/or discussion, the vote was taken, and the motion passed unanimously.

### 7.2 **Discussion of Lose Animals**

A motion was made by Mayor Pre-Tem McKown with a 2<sup>nd</sup> from Alderwoman Ramos to discuss issues with loose dogs in the City. Alderman Bell advised he wanted to share an incident that had taken place in December where an older gentleman walking his small dog in the 3300 block of Meadowlawn was attacked by 2 larger dogs who were running loose. The older man and his dog made it home safely and were ok other than being shook up. There was a post made on next-door read by Alderman Bell. He advised he knows this older couple very well and has checked on them. Mr. Harrison advised that there was not a police report made on this incident, however, he was made aware of the posting, and he went and visited with the couple.

It was asked of Mr. Harrison about the number of reports taken in the city regarding loose dogs. He advised this past month there were only 3 reports, 1 for animal cruelty, however the dogs had food water and shelter, the 2<sup>nd</sup> was for a lost pet and the 3<sup>rd</sup> was regarding 2 dogs at large.

Mr. Harrison was asked if the loose dogs are found and brought back to the owners, do they check to see if there are fences in place, Mr. Harrison advised that yes, they do check for this and if there is a nuisance issue the pet owner is then written a citation.

Mr. Greeson shared his story of his granddaughter being bitten by a loose dog, however; they knew where the dog lived and was able to get with the owners regarding this matter and the dog was up to date with his vaccines but not everyone is that fortunate.

### 7.3 Ordinance 2024-01-01 Ordering a General Election

Mayor Jennings asked for a motion to discuss ordinance 2024-01-01 ordering an election for the mayor and 2 alderman positions.

Mr. McKown made a motion to discuss Ordinance 2024-01-01 relating to the General Election with a  $2^{nd}$  from Mr. Bell.

Mayor Jennings advised the positions open are for Mayor Jennings position and the positions of Mr. Bell and Mr. Greeson. January 18 is the 1<sup>st</sup> date for packets to be turned in and the last date being February 17<sup>th</sup>.

Mayor Jennings advised the packets will be published on the website. There being no questions and/or discussion, the vote was taken, and the motion passed unanimously.

### 7.4 Ordinance 2024-01-02 relating to changes to Article VI Regulations of Golf Carts

With a motion from Mr. McKown and a 2<sup>nd</sup> from Mr. Greeson discussion began by Ms. Ramos requesting that the City of Shoreacres Ordinance on golf carts be brought up to date with the State Laws on golf carts.

Mayor Jennings advised the first change would be striking age 14 and changing it to age 16 as per the State Law. The other change will be that the driver be accompanied by someone 21 or older.

Mayor Jennings added these changes will make the City of Shoreacres in compliance with the Texas State Law and curb some of the issues with young children being out late at night on golf carts.

The Ordinance and its changes are inside your packet.

Mayor Jennings also advised that all golf carts must also be covered by insurance just as a motor vehicle.

If a person 16 and under is caught driving a golf cart with no driver's license and insurance, the parents will be called to come and get the golf cart and written a citation as well as the juvenile.

A brief discussion was held on the use if side by side vehicles and any other vehicle not matching the description of a golf cart as per the state law are prohibited in the City of Shoreacres

The city of la Porte registration is honored in the city. Mr. Harrison advised the registration is simply a checklist of items that are required on a golf cart as per the law. Mr. Harrison feels that The City of Shoreacres is such a small city, and an extra registration is not currently necessary.

Mayor Jennings re-clarified the State Law for golf carts being the age of 16, must have a drivers license and insurance and asked if there were any questions and or discussion, the vote was taken.

There being no questions and/or discussion, the vote was taken, and the motion passed unanimously.

### 7.5 Ordinance 2024-01-03 relating to changes to Article II City Council

Mayor Jennings asked for a motion to discuss this ordinance as it pertains to remote attendance at Council meetings. Mr. McKown made the motion with a 2<sup>nd</sup> from Ms. Ramos.

Mayor Jennings advised he was a bit reluctant to do this, but with the new system in place and it is working great, he does not see an issue now.

Mayor Jennings called for any questions, and for discussion of this ordinance, all Council members present. All agreed that it would be a good idea. The mayor called for a vote, all were in favor there being no other questions and/or discussion, the motion passed unanimously.

### 7.6 Second regular meeting

Mayor Jennings asked if it was necessary to have a second meeting January 22, 2024. All council members, Ms. Goodman and Mr. Harrison, all replied no.

### 8.0 **ADJOURNMENT** Jennings

Mayor Jennings asked for a motion to adjourn. Ms. Ramos made the motion to adjourn with a second from Mr. Greeson. The meeting adjourned at 6:50pm

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 ., 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: January 5, 2024



SHOREACRES, TEXAS

By: <u>David Jennings</u>

David Jennings – Mayor

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 accommodation or interpretive services must be made at least two (2) working days prior to the meeting. Please contact the City Office at 281-471-2244 or fax 281-471-8955 for additional information.

I, the undersigned, do hereby certify this Notice of Meeting was removed from the City Hall bulleting board at 6:00 pm on January 9, 2024.

BY: <u>Elaine Goodman</u> City Secretary

\*\*\*ZOOM MEETING INFORMATION\*\*\* Meeting ID: 898 6812 4529 Passcode: 210303

Phone number to call in: (346)248-7799

### INTERLOCAL AGREEMENT FOR JOINT ELECTION AND ELECTION SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF HARRIS §

This Agreement is made and entered into by and between the CITY OF SHOREACRES, TEXAS (hereinafter "SHOREACRES"); and the LA PORTE INDEPENDENT SCHOOL DISTRICT (hereinafter "LPISD").

### WITNESSETH:

- 1. <u>Agreement</u>. This Agreement is made and entered into by SHOREACRES and LPISD (together the "parties") under the authority of the Texas Interlocal Cooperation Act, codified as Chapter 791, Texas Government Code, and Chapter 271, "Joint Elections," of the Texas Election Code. The purpose of this Agreement is to establish the procedures, division of responsibilities, and sharing of costs for elections held by the parties and taking place on the May 2024, uniform election date, and any runoff elections stemming from the May 2024, uniform election date.
- 2. <u>Precincts</u>. A joint election of the parties shall be conducted at one (1) election precinct described on Exhibit A attached hereto and incorporated by reference herein. On the May uniform election date, SHOREACRES shall conduct elections for itself and LPISD for Precinct 8.
- 3. <u>Joint Early Voting</u>. The main early voting polling place for the May uniform election date shall be located at SHOREACRES City Hall. Early voting shall be conducted jointly at the SHOREACRES City Hall. The City Secretary of the City of SHOREACRES is hereby appointed as the early voting clerk for the joint early voting. LPISD may receive applications for early voting ballots to be voted by mail in accordance with Title 7 of the Texas Election Code, and shall not later than the next business day after receipt of said application fax, email or courier the applications to the early voting clerk for the joint early voting for processing. The remaining procedures for conducting the applicable political subdivision's early voting by mail shall be completed by the early voting clerk for the joint early voting.
- 4. Administration of Election by SHOREACRES. Each party to this agreement shall conduct its own candidate filings, drawings for places on its ballot, posting and publication of election notices, receipt of campaign finance reporting, and any other actions required of the entity by the Texas Election Code, except as herein provided. SHOREACRES shall assume responsibility for the conduct and administration of the joint election on the May uniform election date on behalf of the parties to this Agreement, including to:
  - 1) arrange for printing of ballots;

- 2) provide election equipment (including, but not limited to, eSlates, electronic voting booths, disabled access units, judge's booth controllers, mobile ballot boxes, and electronic counting machines);
- 3) appoint, train, and compensate judges and clerks;
- 4) conduct early voting at the main early voting polling place, and any branch polling place(s) established by the participating parties;
- 5) serve as the Central Counting Station to receive all ballots cast in elections held by any of the parties to this Agreement; and
- 6) arrange for all other matters necessary for the conduct of the elections of the parties to this Agreement.

The Presiding Judge of the Central Counting Station shall prepare the unofficial canvass reports after all precincts have been counted, and shall deliver a copy of the unofficial canvass reports to SHOREACRES and LPISD as soon as possible after all returns have been tabulated. The Presiding Judge shall work cooperatively with the participating parties and ensure that the unofficial canvass reports are delivered promptly and in advance of the meeting designated by each party to officially canvass the results of the election. SHOREACRES and LPISD shall each be responsible for the official canvass of their respective elections.

SHOREACRES shall arrange and schedule the logic and accuracy testing for the election equipment prior to its use in the election as required by Chapter 127 of the Texas Election Code and shall be responsible for publishing the required public notice of the date, time, and place of the logic and accuracy testing.

The costs and expenses incurred by SHOREACRES in administering the election, including the cost of operating the Central Counting Station for processing and tabulating ballots of all parties holding an election, shall be allocated among the parties to this Agreement participating in the election, on a pro- rata basis, as provided in Paragraph 7 of this Agreement.

5. <u>Cancellation of Election</u>. If any party to this agreement cancels its election due to unopposed candidates, pursuant to Section 2.051, et seq., Texas Election Code, that party shall not be responsible for any duties established under Paragraph 4 of this Agreement, and shall have no further obligations under this Agreement after the date of cancellation of the general election, but shall make available jointly-owned election equipment and continue to provide its physical facilities for election-day and early voting polling place activities as provided in this Agreement. Non-canceling parties shall continue to perform their respective obligations under this Agreement.

If SHOREACRES is not holding an election on the May uniform election date, but LPISD will be holding an election on the May uniform election date, LPISD shall arrange all matters necessary for the conduct and administration of the election for LPISD for that territory that is within the jurisdictional boundaries of LPISD.

In the event both parties may cancel by law but one party chooses not to cancel, or fails to do so properly, that party must conduct their election and shall arrange all matters necessary for the conduct and administration of such election for that party's territory.

6. <u>Runoff Elections</u>. If SHOREACRES is not required to hold a runoff election, but LPISD is required to hold a runoff election as a result of said general election, SHOREACRES shall be relieved of the obligation to administer the runoff election for LPISD, and shall make available the jointly-owned election equipment and continue to provide its physical facilities for election-day and early voting polling place activities as provided in this Agreement. LPISD shall arrange all matters necessary for the conduct and administration of the runoff for LPISD for that territory that is within the jurisdictional boundaries of LPISD.

If SHOREACRES and LPISD are required to hold a runoff election, SHOREACRES will conduct the runoff election for the parties and shall be responsible for all duties established under Paragraph 4 of this Agreement.

- 7. Sharing of Expenses. Common expenses of the May joint election shall be prorated among the parties incurring and benefiting from such expenditures. Expenses shall include all necessary disbursements, such as ballot printing, programming support and supplies, software upgrades to SHOREACRES' electronic booths and electronic accounting machines, and compensation of judges and clerks. In each case in which it is responsible for the conduct and administration of the election, SHOREACRES shall invoice LPISD as applicable, for their pro-rata portion of such joint expenses, which invoice shall be due and payable within thirty (30) days of receipt thereof. Under the terms of the Texas Election Code, no charge shall be incurred for use of public buildings in the conduct of an election.
- 8. Ownership of Equipment. It is understood and agreed that in consideration for the two years of capital reimbursement payments already made by LPISD to SHOREACRES, LPISD has a forty percent ownership interest in the election equipment referenced in Paragraph 4 of this Agreement (with the exception of the Poll Pads, in which LPISD has a fifty percent ownership interest), and as such, LPISD shall have an absolute right to access and use said portion of owned equipment in all general and special elections ordered by LPISD, and any required runoff elections, without regard to their date, during the term of this Agreement and continuing even after the expiration of this Agreement.
- 9. <u>Election Records</u>. SHOREACRES shall be responsible for the safekeeping of election records. Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or public information request, SHOREACRES shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of LPISD to bring to the attention of SHOREACRES any notice of pending election contest, investigation, litigation, or public information request which may be filed with either entity.
- 10. <u>Recounts</u>. A recount may be obtained as provided by Title 13 of the Texas Election Code. It is understood and agreed that the entity requiring the recount shall be responsible for the supervision of the recount and shall appoint all personnel for the recount. The parties agree to work cooperatively with one another, promptly making available all election records,

equipment, and supplies requested by the entity conducting the recount. All costs of the recount shall be borne by the entity requiring the recount.

- 11 Effective Date. This Agreement shall be effective upon passage by all parties hereto for the May 2024 election, and any necessary runoff elections stemming from the May 2024 general election. The initial term of this Agreement shall expire on December 31, 2024. This Agreement shall automatically renew thereafter on a year-to-year basis, unless terminated by either party or mutually amended by both parties by December 31st of the applicable year. This Agreement supersedes any other Agreement existing or in conflict herewith.
- 12. <u>Approval of Agreement</u>. This Agreement has been approved by the respective governing boards of the parties hereto. Payments hereunder shall be from current revenues available to the paying party.

WITNESS OUR HANDS, effective	
	CITY OF SHOREACRES, TEXAS
	David Jennings, Mayor
ATTEST:	APPROVED AS TO FORM:
Elaine K. Goodman, City Secretary	Christopher Gregg, Gregg & Gregg, P.C. City Attorney
	LA PORTE INDEPENDENT SCHOOL DISTRICT
	Danny Hanks, President, Board of Trustees
ATTEST:	
	_

### **EXHIBIT A**

### JOINT ELECTION PRECINCTS

Early Voting – election precinct 8:

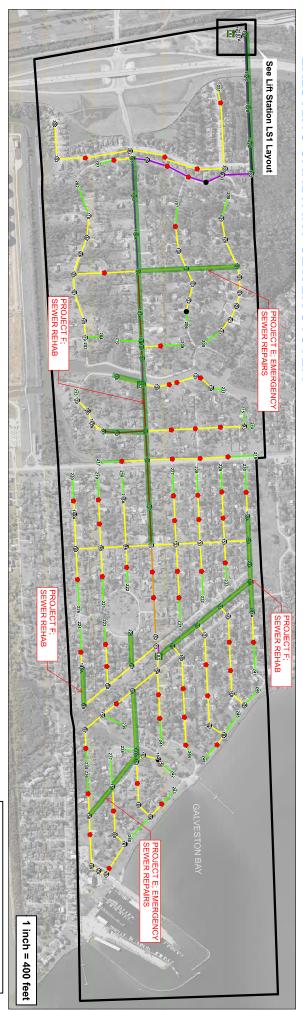
Shoreacres City Hall 601 Shoreacres Blvd. Shoreacres, Texas 77571

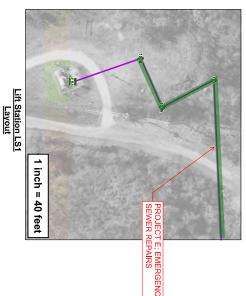
Election day election precinct 8:

Shoreacres City Hall 601 Shoreacres Blvd. Shoreacres, Texas 77571



# **...** CobbFendley





### Legend

- 21" GRAVITY SANITARY SEWER (4,893 LF)
- 18" GRAVITY SANITARY SEWER (3,286 LF)
- 8" GRAVITY SANITARY SEWER (41,639 LF) 12" GRAVITY SANITARY SEWER (1,316 LF)
- 6" GRAVITY SANITARY SEWER (13,709 LF)
- 6" FORCE MAIN (485 LF)
- CLEAN-OUT
- LIFT STATION
- MANHOLE
- SPECIAL CLEAN-OUT



June 2023



# :: CobbFendley





FIRE HYDRANTWATER METER

WATER PLANT

6" WATER TRANSMISSION MAIN

- 3" WATER LINE - 2" WATER LINE Legend

— 8" WATER LINE
— 6" WATER LINE
— 4" WATER LINE

### **PROPOSAL**

### FORDE CONSTRUCTION COMPANY

6842 Calle Lozano Houston, Texas 77041 Office: (713) 466-0511 Fax: (713) 466-1791

Owner: City of Shoreacres
Quote Date: 8/4/23 rev1/31/24
Bid Date:
Location: Baywood and Fairfield Ave
Description: ACP Mill and Overlay, Spot Base Repairs
Job Number:

We propose to supply the labor, supervision, and equipment to perform the following work:

ITEM#		DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
	1	Mobilization Baywood	1	LS	\$4,500.00	\$4,500.00
	2	Mill and overlay 2" Asphalt pavement - Baywood	3556	SY	\$22.50	\$80,010.00
\$196,230	3	Base Repair Remove/Replace 6" - Baywood	1995	SY	\$56.00	\$111,720.00
	4	Mobilization – Fairfield**	1	LS	\$4,500.00	\$4,500.00
	5	Mill and Overlay 2" Asphalt pavement – Fairfield	6000	SY	\$22.50	\$135,000.00
\$282,776	6	Base Repair Remove/Replace 6" – Fairfield	2522	SY	\$58.00	\$146,276.00
					TOTAL:	\$485,786.50

- \*\*Mobilization for Fairfield can be waived of both locations are performed in one mobilization.
- Tax exempt certificate is required, or applicable taxes will be added to the above price(s).
- No Retainage will be withheld
- Work to be performed in accordance with attached proposal.
- Price excludes removal or replacement of any pavement markings, disclosing all underground conditions/obstruction to Forde Construction, having area cleared of obstruction (vehicles, etc.) prior to starting work. Price excludes MTVs, surveying, testing, progress photos.
- Forde Const. will not participate in any liquidated damages and is not responsible for delays outside of their reasonable control.
- 1 mobilization are included in bid price.
- Work to take place during normal working hours Monday through Friday 7AM -6PM.
- Pricing excludes bonding (If needed add 1.5%) and adjustment of all utility castings.
- Pay quantity is based on actual field measurements of HMAC.
- Owner to have entire paving area ready for Forde prior to beginning work.
- > Owner to provide adequate storage and laydown-
- The above prices are firm through 2/15/2024, however all prices are open to negotiation based on current market conditions

Terms: 1. I/we the below signed do acknowledge and accept the above named company's terms that all invoices are due and payable thirty (30) days from the date of invoice and that interest of 10% per annum be charged on all past due balances. It is expressly agreed that all invoices are due at our mailing address, 6842 Calle Lozano, Houston, TX 77041, and shall have venue in Harris County, Texas. If credit privileges are extended, the applicant agrees to pay all expenses including reasonable attorney fees incurred by Forde Construction Company, Inc. in the collection of past due balances.

- 2. The customer expressly represents that the goods purchased herein are not intended primarily for personal, family, household or agricultural use.
- 3. Forde Construction Company, Inc. (Forde) is hereby authorized to make any credit inquiries necessary for credit approval. I/we release Forde from any obligations and restrictions imposed by law while researching this information.
- 4. The Customer will be responsible for any taxes owed as a result of the products hereunder unless the Customer provides Forde Construction Company, Inc. with a valid tax exemption certificate or other documentation properly indicating that such taxes should not be collected.

5. This proposal shall be incorporated in the contract with Customer and shall s	· •
This proposal can be withdrawn if not accepted within ten days.	
> Proposal Submitted By:Mark Browne > Printed Name: Mark Browne	Date: <u>1/31/2024</u>
Acceptance of Proposal - The above prices, specifications, and co	onditions are satisfactory and are hereby accepted.
Signature:	
Printed Name:	Date:

Upon agreement, please sign and photocopy this entire form. Please return the original copy to Forde Construction Company, Inc. Customer to supply a responsible person to sign a work order.

A COPY OF THIS PROPOSAL MUST BE SIGNED AND RETURNED PRIOR TO BEGINNING WORK.

### **PROPOSAL**

### FORDE CONSTRUCTION COMPANY

6842 Calle Lozano Houston, Texas, 77041 Office: (713) 466-0511 Fax: (713) 466-1791

Customer: City of Shoreacres	Owner: City of Shoreacres
Attn.: Troy Harrison	Quote Date: 02/06/2024
Address: 602 Shore Acres Blvd.	Bid Date: 02/06/2024
City, State, Zip: Shoreacres, Texas, 77571	Location: Baywood and Fairfield Ave.
Phone: 281-471-2244	Description: ACP Mill & Overlay, Spot Base Repair
Fax:	Job Number:

We propose to supply the labor, supervision, and equipment to perform the following work:

CLIENT #	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
1	Baywood Street Priority Project				
2	Base Repair Remove & Replace 8" & Traffic Control	1,995.000	SY	\$ 67.00	\$133,665.00
3	Mill and Overlay the Surface at 2"	3,556.000	SY	\$ 22.50	\$80,010.00
4	Mobilization for Baywood Street	1.000	LS	\$4,500.00	\$4,500.00
1				Baywood Street	\$218,175.00
5	Fairfield Street Secondary Street				
6	Base Repair Remove & Replace 8" & Traffic Control	2,522.000	SY	\$ 70.50	\$177,801.00
7	Mill and Overlay the Surface at 2"	6,000.000	SY	\$ 22.50	\$135,000.00
8	Add Mobilization if done separately from Baywood	1.000	LS	\$4,500.00	\$4,500.00
				Fairfield Street	\$317,301.00
				TOTAL:	\$535,476.00

- Tax exempt certificate is required, or applicable taxes will be added to the above price(s).
- > No Retainage will be withheld.
- Work to be performed in accordance with attached proposal.
- Owner will be responsible for:
  - Any Paint Striping required.
- Any permits that might be required.
  - Disclosing all underground conditions/obstruction to Forde Construction, having area cleared of obstruction (vehicles, etc.) prior to starting work.
- Forde Const. will not participate in any liquidated damages and is not responsible for delays outside of their reasonable control.
- A total of 1 Mobilization has been included in this estimate; additional Mobs will be billed out at \$5,000.00 each.
- > Forde Construction Company, Inc. will not be responsible for asphalt pavement damage due to base or sub-grade failures.
- Pricing excludes bonding (If needed add 1.5%) and adjustment of all utility castings.
- > Pay quantity is based on actual field measurements of HMAC.
- Work to take place during normal working hours Monday through Friday 7AM -6PM.
- Owner to have entire paving area ready for Forde prior to beginning work.
- Owner to provide adequate storage and laydown.
  - The above prices are firm through 2/29/2024. However, all prices are open to negotiation based on current market conditions.

**Terms**: 1. I/we the below signed do acknowledge and accept the above-named company's terms that all invoices are due and payable thirty (30) days from the date of invoice and that interest of 10% per annum be charged on all past due balances. It is expressly agreed that all invoices are due at our mailing address, 6842 Calle Lozano, Houston, TX 77041, and shall have venue in Harris County, Texas. If credit privileges are extended, the applicant agrees to pay all expenses including reasonable attorney fees incurred by Forde Construction Company, Inc. in the collection of past due balances.

- 2. The customer expressly represents that the goods purchased herein are not intended primarily for personal, family, household or agricultural use.
- 3. Forde Construction Company, Inc. (Forde) is hereby authorized to make any credit inquiries necessary for credit approval. I/we release Forde from any obligations and restrictions imposed by law while researching this information.
- 4. The Customer will be responsible for any taxes owed as a result of the products hereunder unless the Customer provides Forde Construction Company, Inc. with a valid tax exemption certificate or other documentation properly indicating that such taxes should not be collected.
- 5. This proposal shall be incorporated in the contract with the Customer and shall supersede any conflicting terms.

	This proposal	can be withdr	awn if not ac	cented within	ten davs
_		Call De William	awn ii not ac	CENEU WILLIII	icii uava.

De la company de	
Proposal Submitted By:	Date: 02/06/2024
>	
Printed Name: Mike Perry	

<b>Acceptance of Proposal</b> - The above prices, specifications, and Payment will be made as outlined above.	I conditions are satisfactory and are hereby accepted.
Signature:	<del>_</del>
Printed Name:	Date:

Upon agreement, please sign and photocopy this entire form. Please return the original copy to Forde Construction Company, Inc. Customer to supply a responsible person to sign a work order.

A COPY OF THIS PROPOSAL MUST BE SIGNED AND RETURNED PRIOR TO BEGINNING WORK.

## SETH FUNDING UPDATE February 12, 2024

Project	Aporoval Date	Total Amount	Total Amount Deductible %	<u>Deductible</u>	Z	Net Amount		<u>Balance</u>
							Ş	\$ 50,000.00
Fence Shoreacres Blvd	13-Feb-23	\$ 3,456.00	10%	\$ 345.60	Ş	3,110.40	Ş	46,889.60
Storage Shed	13-Mar-23	\$ 267.50	10%	\$ 26.75	\$	240.75	\$	46,648.85
Fence	13-Mar-23	\$ 2,592.00	5%	\$ 129.60	\$	2,462.40	\$	44,186.45
Repair Kitchen Floor	13-Mar-23	\$ 9,000.00	0%	<b>.</b>	\$	9,000.00	\$	35,186.45
Exterior Repair & Paint	2-Mar-23	\$ 8,121.78	10%	\$ 812.18	Ş	7,309.60	Ş	27,876.85
Remove tree	31-Mar-23	\$ 1,900.00	10%	\$ 190.00	Ş	1,710.00	Ş	26,166.85
Repair Fence	31-Mar-23	\$ 575.00	0%	<b>-</b>	Ş	575.00	Ş	25,591.85
Repair patio cover	8-May-23	\$ 1,175.00	0%	<b>-</b>	Ş	1,175.00	Ş	24,416.85
Palapa repair	12-Jun-23 :	\$ 1,750.00	0%	<b>-</b>	Ş	1,750.00	Ş	22,666.85
Stove repair	12-Jun-23 :	\$ 2,449.00	10%	\$ 244.90	Ş	2,204.10	Ş	20,462.75
Siding	12-Jun-23 :	\$ 10,000.00	0%	<b>-</b>	Ş	10,000.00	Ş	10,462.75
Remove tree	7-Jul-23 \$	\$ 1,950.00	5%	\$ 97.50	Ş	1,852.50	Ş	8,610.25
Rebuild fence	11-Aug-23 :	\$ 3,200.00	0%	<b>⊹</b>	Ş	3,200.00	Ş	5,410.25
Water leak repair	13-Nov-23 \$	\$ 267.00	0%	\$· -	Ş	267.00	Ş	5,143.25
<u>Potential</u>	Application Date	Total Amount	Deductible %	<u>Deductible</u>	Z	Net Amount	Œ	EST Balance
Deck replacement	16-Jan-24 :	16-Jan-24 \$ 5,510.00	5% \$	\$ 275.50	Ş	5,234.50 \$	Ş	(91.25)

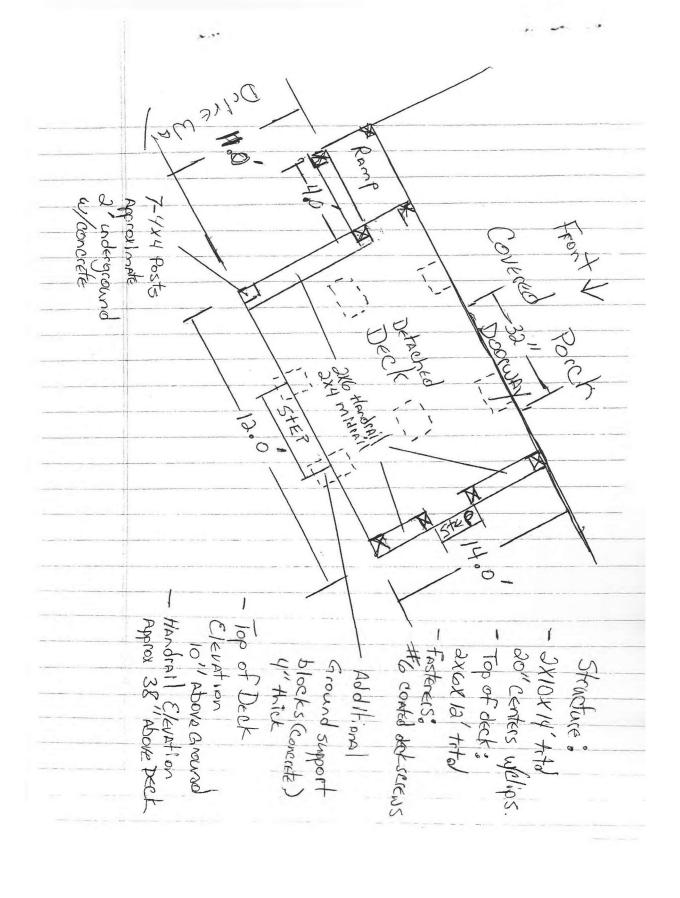
### **Deductible Approved by Council 3-13-23**

Age 65-69 Age 70-74 Age 75+ 10% 5%

No Deductible

### Shoreacres SETH Grant Funds Application

Date of Application:	-16-202	4	
Name of Applicant:		' /	
Address:	/ ~ / /		
Contact Phone:		7	2
Contact Email: /// White	×1 UV		
Type of Project (circle one):	Mobility Acce Structural Rep Roof Other		
Briefly describe the proposed Remove and Re Deck and sta	d project: Build exi Irs/Ranp	isting de	ck to original build Access to residence.
Estimated cost of project: $rac{J}{J}$		_ (attach quote(s)	to application)
Eligibility requirements: App Applicant must have a home minimum of five (5) years.	stead exemption.		
	will be disbursed up	pon permit approv	released without approval from val and 50% will be disbursed
All grants are matching gran	nts with the following	ng age criteria:	
[7	Age 65-69	10%	
ļ-	Age 70-74 71ycs	5%	
<u> </u>	Age 75+	No Match	



### Marshall's GC+Remodeling work Scope + Bld.

Demo existing deck, ramp and steps.
2) Haul off materials. 3) Set Corner and other Posts Per drawing.
3.) SET Corner and other rosts ler around.
() Construct from with joist Clips And rever
ATTACK 10 ROSIS WITH 3 CORRED SCIENTS.
S.) Construct and install temp of per tool
4.) Construct Frame with joist clips and telel Attach to Posts with 3" coated screws.  5.) Construct and install ramp (4" per foot)  And steps (2).  6.) Install 216x12' Decking with coated screw  7.) Construct handrails and midrails according to dealth.
2) Constant handrails and midrails accordin
to drawing.
8.) Clear debris And level ground for
8.) Clean debris And level ground for drainage of deck.
- Demo & hawl off (dumpfees) \$ 410. - Posts Deck Frame & Deck build
- Demo & hawl off (dumpfees) \$ 410. - Posts Deck Frame & Deck build
- Demo & hawl off (dumpfees) \$ 410. - Posts Deck Frame & Deck build
- Demo & hawl off (dumpfees) \$ 410. - Posts Deck frame & Deck build — - Labor & Materials \$ 5000. - Permits & misc. Consumables \$ 100.0
- Demo & hawl off (dumpfees) \$ 410 Posts Deck frame & Deck build - Labor & Materials \$ 5000 Recruits & misc. Consumables \$ 100.0
- Demo & hawl off (dumpfees) \$ 4/10 Posts Deck frame & Deck build Labor & Materials \$ 5000 Recnits & misc. Consumables \$ 100.0  Total Cost - \$ 55/0.0
- Demo & hawl off (dumpfees) \$ 4/10 Posts Deck frame & Deck build Labor & Materials \$ 5000 Recnits & misc. Consumables \$ 100.0  Total Cost - \$ 55/0.0
- Demo & hawl off (dumpfees) \$ 4/10 Posts Deck frame & Deck build Labor & Materials \$5000.5 - Permits & misc. Consumables \$ 100.0  Total Cost - \$ 55/0.5
- Demo & hawl off (dumpfees) \$ 410 Posts Deck frame & Deck build - Labor & Materials \$ 5000 Recruits & misc. Consumables \$ 100.0





