



CITY COUNCIL MEETING AGENDA

Notice is hereby given that a Regular Meeting of the City Council of the City of Shoreacres, Texas, will be held on April 14, 2025, at 6:00 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: Mayor Pro-Tem Jerome McKown, Alderwoman Felicia Ramos, Alderman Paul Greeson, Alderman Ron Hoskins, Alderman Wes Bell.

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 the 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 discussing or deliberating items not specifically identified on this agenda.

6.0 ADMINISTRATIVE REPORTS

- 6.1 City Manager's Report Harrison
- 6.2 Monthly Police Department Report. Harrison
- 6.3 Monthly Public Works Department Report. Harrison
- 6.4 Emergency Medical Service Harrison

7.0 BUSINESS

- 7.1 Approve the minutes of March 10, 2025, regular city council meeting.
Goodman
- 7.2 Linebarger Goggan Blair & Sampson, LLP Contract Renewal Packet.

CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO ADOPT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHOREACRES REGARDING LINEBARGER GOGGAN BLAIR & SAMPSON, LLP AS BEING FULLY QUALIFIED AS SPECIAL COUNSEL TO PERFORM ALL LEGAL SERVICES PURSUANT TO Sec 2254.1036 OF THE TEXAS GOVERNMENT CODE.

CONSIDERATION, DISCUSSION, AND POSSIBLE ACTION TO A) APPROVE AN AGREEMENT WITH THE LAW FIRM OF LINEBARGER GOGGAN BLAIR & SAMPSON, LLP TO ACT AS SPECIAL COUNSEL TO PERFORM ALL LEGAL SERVICES NECESSARY TO COLLECT UNPAID FINES, FEES AND COURT COSTS AS PROVIDED IN TEXAS CODE OF CRIMINAL PROCEDURE ART. 103.0031; AND B) AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT ON THE CITY'S BEHALF.

- 7.3 Second Regular Meeting in April McKown

8.0 ADJOURNMENT

CERTIFICATE

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 April 11, 2025 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: April 11, 2025.

Elaine
Goodman

Elaine Goodman, City Secretary



SHOREACRES, TEXAS

The City Council of the City of Shoreacres reserves the right to adjourn into executive session at any time during 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 before 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 before 6:00 PM on April 15, 2025. BY: _____

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

Meeting ID: 810 7476 1881
Passcode: 498794 - Phone number to call in: (346) 248-7799



CASH POSITION MARCH 2025

2025 Restricted Funds:

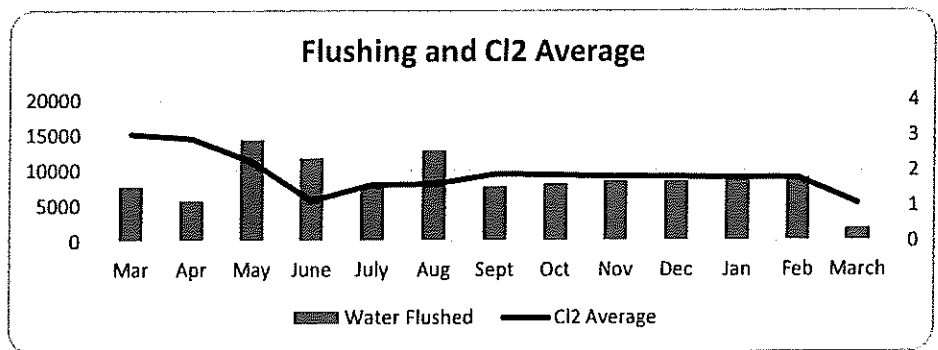
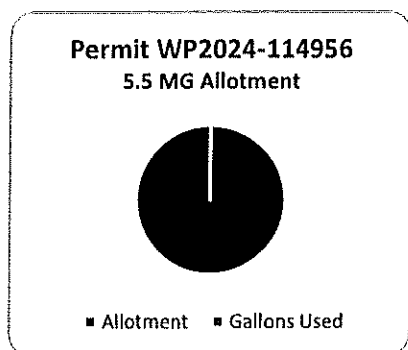
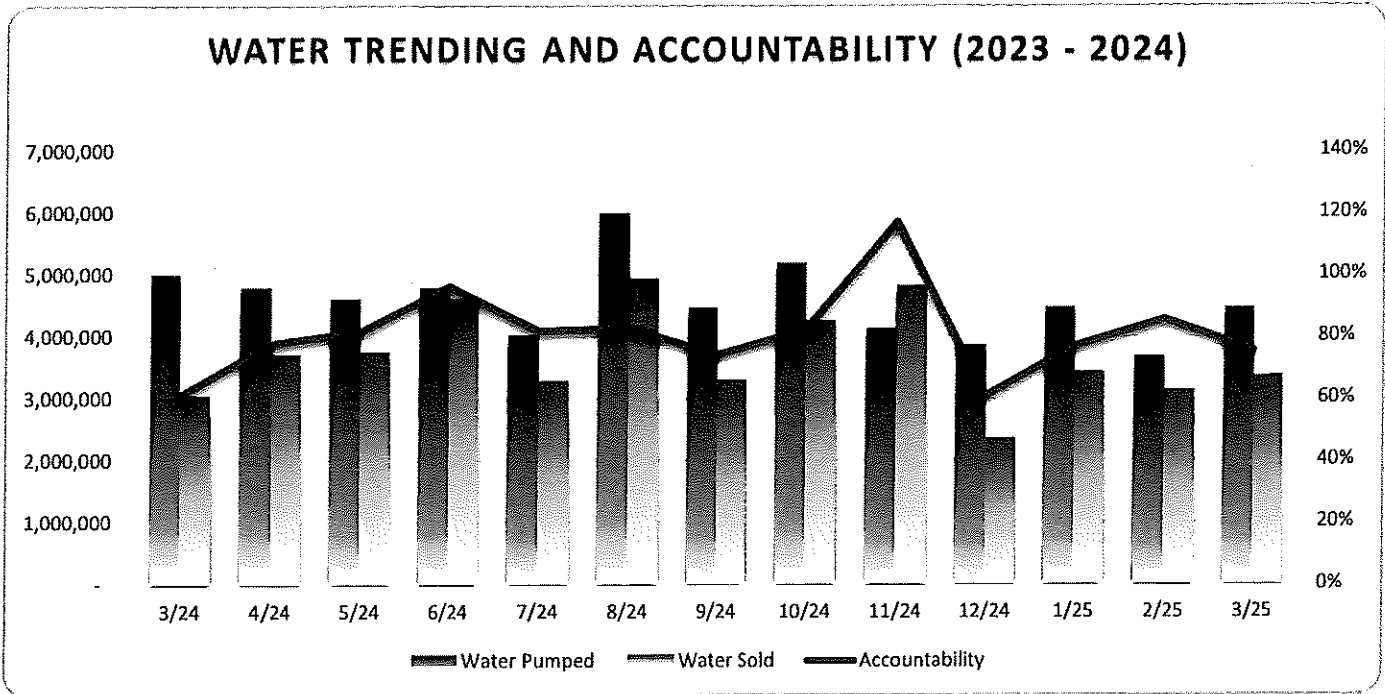
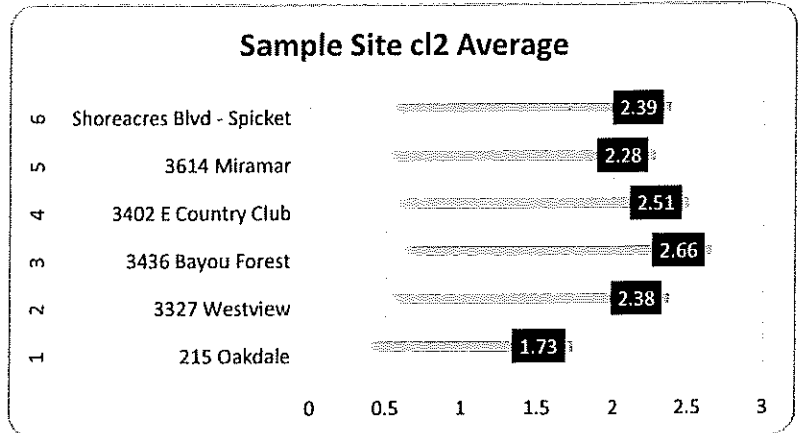
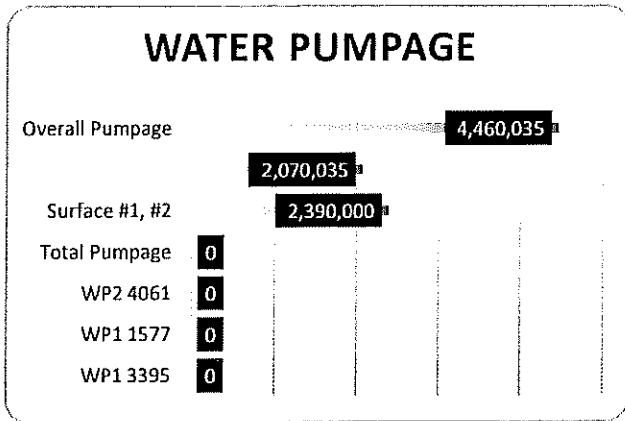
Restricted Debt	\$ 32,461.32
Utility Deposit Fund	\$102,024.62
Road Repair Taxes Collected (TexPool)	\$542,689.89
Total	\$677,175.83

Unencumbered Funds:

General Fund Checking	\$264,589.12
Utility Checking	\$95,183.20
Unencumbered Funds (Tex Pool)	\$821,064.27
Total	\$1,180,836.50



PRODUCTION UPDATES FOR City of Shoreacres - March 2025



EMS Measures/Statistics – Shoreacres March 2025

National Average EMS Response Time – 8 Minutes 59 seconds

Total Responses	Average Response Time	LPFD Response	Air Transport
4	11:04	2	0

City of Shoreacres

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SHOREACRES MONDAY, MARCH 10, 2025

Alderpersons Present: Mayor Jennings, Mayor Pro-Tem McKown, Alderwoman Ramos, Alderman Greeson, Alderman Hoskins, Alderman Bell

Alderpersons Absent: None

Alderpersons Attending Remotely: None

Staff Present: City Manager Troy Harrison; City Secretary Elaine Goodman

1.0 Mayor Jennings called the meeting to order at 6:00 p.m.

2.0 PLEDGES OF ALLEGIANCE

3.0 SPECIAL PRESENTATIONS – There were no presentations.

4.0 COUNCIL REPORTS & REQUESTS

Alderman Bell thanked staff for their work on the election.

5.0 PUBLIC HEARINGS & PUBLIC COMMENTS

Mary Baker offered comment on use of City signage, repair to the sign at Heron Park, and child safety.

6.0 ADMINISTRATIVE REPORTS

6.1 City Manager's Report - City Manager Harrison presented the City's fund report.

6.2 Monthly Police Department Report - City Manager Harrison presented the monthly report of the Police Department.

6.3 Monthly Public Works Department Report - City Manager Harrison presented the monthly report of the Public Works Department.

6.4 Emergency Medical Service - City Manager Harrison presented the Emergency Medical Service report from the City of La Porte.

7.0 BUSINESS

7.1 Minutes of the February 10 meeting.

Alderman Greeson moved to approve the minutes of the February 10 meeting; the motion was adopted.

7.2 La Porte Contract for Fire Protection Services

Alderman Hoskins moved to authorized the City Manager to enter into a contract with the City of La Porte for fire protection services; the motion was adopted.

7.3 Westview plat change

Alderman Hoskins moved to approve a request from King DK Landing to develop five single-family residential properties on three undeveloped lots (Lots 20-22) located at 0 Westview Drive, Block 7, Disc.-C.; the motion was reported as adopted, with a vote of 3-2 in favor. After handling item 7.4, and discussion with the City Manager, it became apparent that a vote in favor would require two thirds in favor to be adopted, as it was overturning a denial from the Planning and Zoning Commission. The vote was retaken and was adopted, 5-0.

7.4 Ordinance 2025-03-01 ordering the May 3, 2025, general election

Alderman Hoskins moved to adopt Ordinance 2025-03-01 ordering the May 3, 2025, general election; the motion was adopted.

7.5 Ordinance 2025-03-02 Changing Procedure for Council Meetings

No action was taken.

7.6 Second Regular Meeting in March – No action was taken.

8.0 ADJOURNMENT - Without objection, Mayor Jennings adjourned the meeting at 6:45 p.m.

David Jennings Mayor

Elaine Goodman, City Secretary

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHOREACRES, TEXAS REGARDING LINEBARGER GOGGAN BLAIR & SAMPSON, LLP AS BEING FULLY QUALIFIED AS SPECIAL COUNSEL TO PERFORM ALL LEGAL SERVICES NECESSARY TO COLLECT UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION AS PROVIDED IN TEXAS CODE OF CRIMINAL PROCEDURE, ARTICLE 103.0031.

WHEREAS, providing adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the consideration of a Contract for Fines and Fees Collection Services with Linebarger Goggan Blair & Sampson, LLP, and

AFTER EXERCISING ITS DUE DILIGENCE, THE CITY OF SHOREACRES FINDS THAT:

1. There is a substantial need for the legal services to be provided pursuant to the Contract for Fines and Fees Collection Services; and
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Shoreacres at a reasonable cost; and
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the collection fee authorized by Texas Code of Criminal Procedure Art. 103.0031 and because the City of Shoreacres does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees; and

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

SECTION 1. This statement set out in the preamble to this Resolution are true and correct.

SECTION 2. The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings, Texas Government Code, Chapter 551.

PASSED AND APPROVED this 14TH day of APRIL, 2025.

David Jennings, Mayor

ATTEST:

Elaine Goodman, City Secretary

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF HARRIS

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between CITY OF SHOREACRES, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal

Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned shall to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3 *Compensation*

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. The collection fee stated herein does not apply to an offense committed prior to June 18th, 2003. For citations that occurred prior to June 18, 2003 that are referred to the FIRM where the collection fee is not applicable, the CLIENT agrees to pay the FIRM as compensation for services rendered hereunder thirty (30%) percent of the total amount of all the fines and fees collected during the term of this agreement. All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4 *Intellectual Property Rights*

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective April 14th, 2025 and shall expire on April 13th, 2030 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for two (2) additional one (1) year terms without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has

observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7 *Miscellaneous*

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of CMS
P.O. Box 17428
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Office of City Manager
601 Shoreacres Blvd.
Shoreacres, Tx. 77571

7.06. *Compliance with Tx. Govt. Code §2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

EXECUTED ON the 14th day of April, 2025.

City of Shoreacres, Texas

By: _____
David Jennings - Mayor

Linebarger Goggan Blair & Sampson, LLP

By: _____
Richard S. Hill, Capital Partner
For the FIRM