

Special Meeting of the City Council

Thursday, May 12, 2022 – 7:00 PM

Village of Surfside Beach

1304 Monument Drive

Surfside Beach, TX 77541

An agenda information packet is available for public inspection on the website at
www.surfsidetx.org

NOTICE IS HEREBY GIVEN that the City Council of the Village of Surfside Beach will conduct its Special Meeting scheduled for **7:00 p.m. on Thursday May 12, 2022**. To view the meeting electronically please use the following website:

<https://us02web.zoom.us/j/82804862016?pwd=M3Bma1hBTGFsOWdvUFJZaGNOMTZ6QT09> Meeting ID: 828 0486 2016 Passcode: 1304

The City Council reserves the right to meet in closed session on any agenda item, should the need arise and if applicable, pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

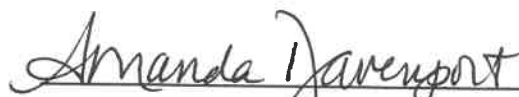
COUNCIL MEETING:

- 1) CALL TO ORDER, QUORUM IN ATTENDANCE
- 2) INVOCATION, PLEDGE OF ALLEGIANCE
- 3) Discuss and take possible action on Ordinance 2022.05.12A CANVASS OF THE 2022 GENERAL MUNICIPAL ELECTION
- 4) Swearing in of Council members by Chief Wood
- 5) Mayor/council/committee/department head/organization reports
- 6) Business of visitors not on the agenda.
- 7) *ALL ITEMS UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE SELF-EXPLANATORY, AND THE COUNCIL WILL ENACT THEM WITH ONE MOTION. UNLESS A COUNCIL MEMBER SO REQUESTS, NO SEPARATE DISCUSSION OF THESE ITEMS WILL OCCUR.*
CONSENT AGENDA:
 - A. Consider approval of minutes from the Council meeting on April 12, 2022.
 - B. Consider approval of the April 2022 financials.
 - C. Consider allowing cannons to be used during the May 14th Texas Independence celebration
- 8) Discuss the ongoing waterline project and the groin project. *Bisso*
- 9) Discuss and take possible action authorizing the Mayor to sign an audit engagement letter with KM&L Certified Public Accountants. *Bisso*

- 10) Discuss and take possible action on wage increase for the beach trash pickers. *Jalifi*
- 11) Discuss and take possible action on hiring a Parks and Rec Director or transitioning our current head of department to manage maintenance of Stahlman Park, Crabbing Pier, City Hall, Nature Trail/Splash Pad and Main Entrance. *Jalifi*
- 12) Discuss and take possible action on maintenance of the Splash Pad - it needs to be painted before the summer season. *Jalifi*
- 13) Discuss and take possible action on designating an area of land for the Amphitheater as a place to host current concerts, off season plays and concerts, volunteer events, and as a rentable venue. *Jalifi*
- 14) Discuss and take possible action on purchasing durable outdoor furniture for Stahlman Park deck area. *Jalifi*
- 15) Discuss and take possible action to address the changes for the Beach and Dune plan from the B.A.C. *Capretta*
- 16) Discuss and take possible action on using alleyways for primary property access. *Bisso*
- 17) Discuss and take possible action on Ordinance 2022-05-12B regarding clinging to vehicles. *Wood*
- 18) Discuss and take possible action on Ordinance 2022-05-12C regarding possession of missiles with intent to harm. *Wood*
- 19) Discuss and take possible action on Ordinance 2022-05-12D regarding private property. *Wood*
- 20) Discuss and take possible action regarding the Waste Connections trash pick up schedule. *Capretta*
- 21) Discuss and take possible action regarding contracting with nexbillpay for utility billing processing. *Bisso*
- 22) Discuss and take possible action on requiring permits for large group gatherings on the beach. *Petty*

CERTIFICATION

I hereby certify that a true and correct copy of the above and foregoing "Notice of Meeting" by the City Council was posted on the front bulletin board of the City Hall of the Village of Surfside Beach, Texas. Said notice was posted Thursday May 5 at or before 6:00 PM and remained so posted continuously for at least 72 hours before the scheduled time and date of the aforementioned meeting.



Amanda Davenport, City Secretary

Minutes of Regular Meeting of the City Council

Tuesday, April 12, 2022 – 7:00 PM

Village of Surfside Beach

1304 Monument Drive

Surfside Beach, TX 77541

COUNCIL MEETING:

1) CALL TO ORDER, QUORUM IN ATTENDANCE

Mayor Bisso called the meeting to order at 7:00 p.m. Oscar Jalifi was absent.

2) INVOCATION, PLEDGE OF ALLEGIANCE

3) Mayor/council/committee/department head/organization reports

Chief Wood gave the monthly PD activity report.

Petty – volunteer to people reduce/protest their property taxes;

Sandy Shanks- KSSB won the Governor’s Community Achievement Award;

Mayor Pro Tem Capretta – SOBA did beach cleanup last weekend and will be planting sea oats and putting markers out;

Mayor Bisso – updated on the HGAC grant process; update on sewer renovation and the AG injunction; water line project is moving along; we have applied for the next CDBG grant with Brazoria County; CenterPoint is staging a hurricane preparedness seminar.

4) Business of visitors not on the agenda. NONE

5) ALL ITEMS UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE SELF-EXPLANATORY, AND THE COUNCIL WILL ENACT THEM WITH ONE MOTION. UNLESS A COUNCIL MEMBER SO REQUESTS, NO SEPARATE DISCUSSION OF THESE ITEMS WILL OCCUR.

CONSENT AGENDA:

A. Consider approval of minutes from the Council meeting on March 8, 2022.

B. Consider approval of the March 2022 financials.

Motion by Mayor Pro Tem Capretta to accept the consent agenda as presented. Motion was seconded by Green-Prats and passed unanimously.

6) Discuss possible ordinances requested by the Surfside Police Department.

Captain McLain and Chief Wood explained these ordinances.

7) Review the re-plat of Lot 5 Block 2 of the Surfside Townsite Subdivision “A” of the Brazoria County Plat Records in the F.J. Calvit League Abstract 51 commonly known as 1003 Seashell Drive, Surfside Beach, Texas. The re-plat request is to divide the lot into two lots.

Motion was made by Green-Prats to approve the replat known as 1003 Seashell Drive. Motion was seconded by Petty and passed unanimously.

- 8) **Discuss and take possible action to relocate and replace the air conditioning units at City Hall.**

Motion was made by Petty to replace the air conditioning units at City Hall. Motion was seconded by Mayor Pro Tem Capretta and passed unanimously.

- 9) **Discuss and take possible action to go out for bids to replace the roof on the Stahlman Park event center.**

Motion was made by Petty to go out for bids to replace the Stahlman Park event center roof. Motion was seconded by Mayor Pro Tem Capretta and passed unanimously.

- 10) **Discuss and take possible action to replace the reverse osmosis system at City Hall.**

Motion was made by Petty to replace the reverse osmosis system at City Hall. Motion was seconded by Green-Prats and passed unanimously.

- 11) **Discuss and take possible action to move the Regular May meeting to a later date due to canvassing of the May election votes.**

Motion was made by Green-Prats to move the May meeting to May 12 to accommodate the canvassing dates. Motion was seconded by Mayor Pro Tem Capretta and passed unanimously.

- 12) **Discuss and take possible action to address the membership for the Beach Advisory Committee.**

Motion was made by Mayor Pro Tem Capretta to accept the changes to the Beach Advisory Committee. Motion was seconded by Green-Prats and passed unanimously.

- 13) **Discuss and take possible action on an interlocal agreement with Brazoria County regarding lifeguards.**

Motion was made by Petty to enter into the ILA with Brazoria County regarding lifeguards. Motion was seconded by Green-prats and passed unanimously.

- 14) **Adjourn 8:13 pm**

Gregg Bisso, Mayor

Attest:

Amanda Davenport, City Secretary



Audit Engagement Letter—Yellow Book

April 15, 2022

Honorable Mayor and
Members of Village Council
1304 Monument Drive
Surfside Beach, Texas 77541

We are pleased to confirm our understanding of the services we are to provide the Village of Surfside Beach (the "Village") for the year ended September 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Village as of and for the year ended September 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Revenue, Expenditure, and Changes in Fund Balances – Budget and Actual – General Fund and Major Special Revenue Funds.
- 3) Required related Pension Schedules.
- 4) Required related Other Post-Employment Benefits (OPEB) Schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the Village's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combing and individual fund statements and schedule.

Lake Jackson
8 W Way Ct.
Lake Jackson, TX 77566
979-297-4075

El Campo
201 W. Webb St.
El Campo, TX 77437
979-543-6836

Angleton
2801 N. Velasco, Suite C
Angleton, TX 77515
979-849-8297

Bay City
2245 Avenue G
Bay Village, TX 77414
979-245-9236



The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Village and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Honorable Mayor and
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We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Village in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

Honorable Mayor and
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You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Village; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of KM&L, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to federal or state agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of KM&L, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal or state agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Lijie Liu, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in approximately September 2022 and to issue our reports no later than the end of February, 2023.

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Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$ 29,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to Village Council of the Village. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Village is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Our 2020 peer review report accompanies this letter.

We appreciate the opportunity to be of service to then Village and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

KM&L, LLC

Honorable Mayor and
Members of Village Council
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RESPONSE:

This letter correctly sets forth the understanding of the Village of Surfside Beach.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

**BRAZORIA COUNTY
TEXAS**

**BLOCK 538
SURFSIDE TOWNSITE
VOLUME 32, PAGE 28
B.C.D.R.**

LEGEND

- FOUND IRON PIPE/ROD
- SET 5/8" IRON ROD
W/ TRS CAP
- ⊙ POWER POLE
- OH OVERHEAD WIRE
- WM WATER METER
- BUILDING LINE
- - - EASEMENT
- LOT LINE
- PROPERTY LINE

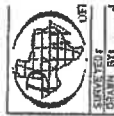
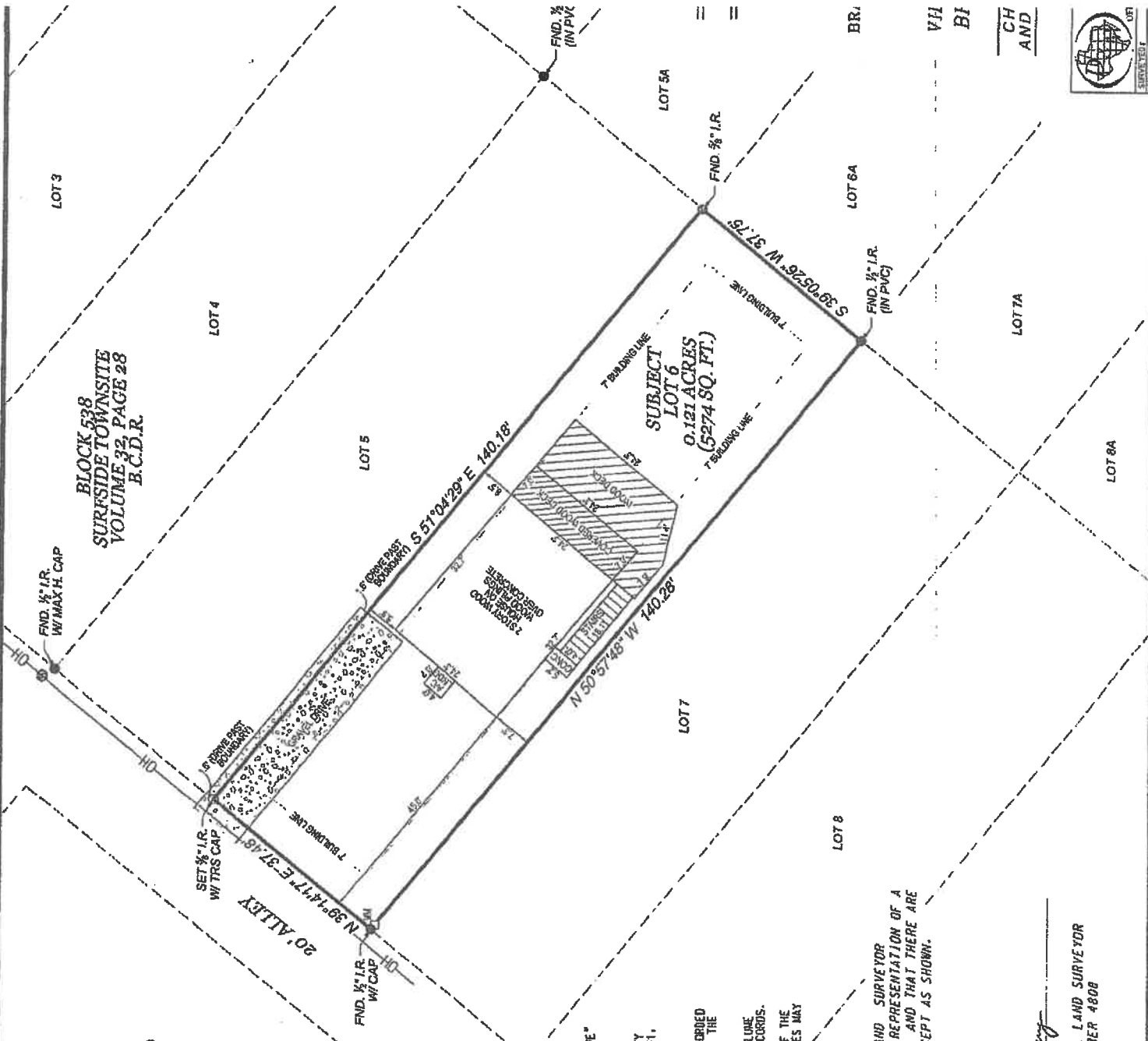
NOTES:

1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 27).
2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS.
3. THIS PROPERTY IS LOCATED WITHIN THE LIMITS OF ZONE "VE" PER FIRM FLOOD INSURANCE RATE MAP NUMBER 4803500810K, DATED 12-30-20.
4. THIS SURVEY RELIES ON A TITLE COMMITMENT FROM FIDELITY NATIONAL TITLE INSURANCE COMPANY, OF NO. 108548-CL181, WITH AN EFFECTIVE DATE OF MAY 23, 2021, AND AN ISSUE DATE OF JUNE 9, 2021, FOR ALL ITEMS OF RECORD.
5. THIS PROPERTY MAY BE SUBJECT TO THOSE INSTRUMENTS RECORDED IN VOLUME 858, PAGE 490, AND VOLUME 621, PAGE 118, OF THE BRAZORIA COUNTY DEED RECORDS.
6. THERE IS A TPC SERVICES, INC. EASEMENT RECORDED IN VOLUME 1891730, PAGE 455, OF THE BRAZORIA COUNTY OFFICIAL RECORDS.
7. BUILDING LINES ARE RECORDED IN VOLUME 483, PAGE 70, OF THE BRAZORIA COUNTY DEED RECORDS. ADDITIONAL BUILDING LINES MAY BE SUBJECT TO THE VILLAGE OF SURFSIDE BEACH.

1. TERRY SINGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: JUNE 11, 2021



Terry Singletary
TERRY SINGLETARY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808



Branna Samans

Christopher Samans

**BRAZORIA COUNTY
TEXAS**

BLOCK 538
SURFSIDE TOWNSITE
VOLUME 22, PAGE 28
B.C.D.R.

- LEGEND**
- FOUND IRON PIPE/ROD
 - SET 3/4" IRON ROD W/ TRS CAP
 - ⊙ POWER POLE
 - OH OVERHEAD WIRE
 - BUILDING LINE
 - - - EASEMENT
 - LOT LINE
 - PROPERTY LINE

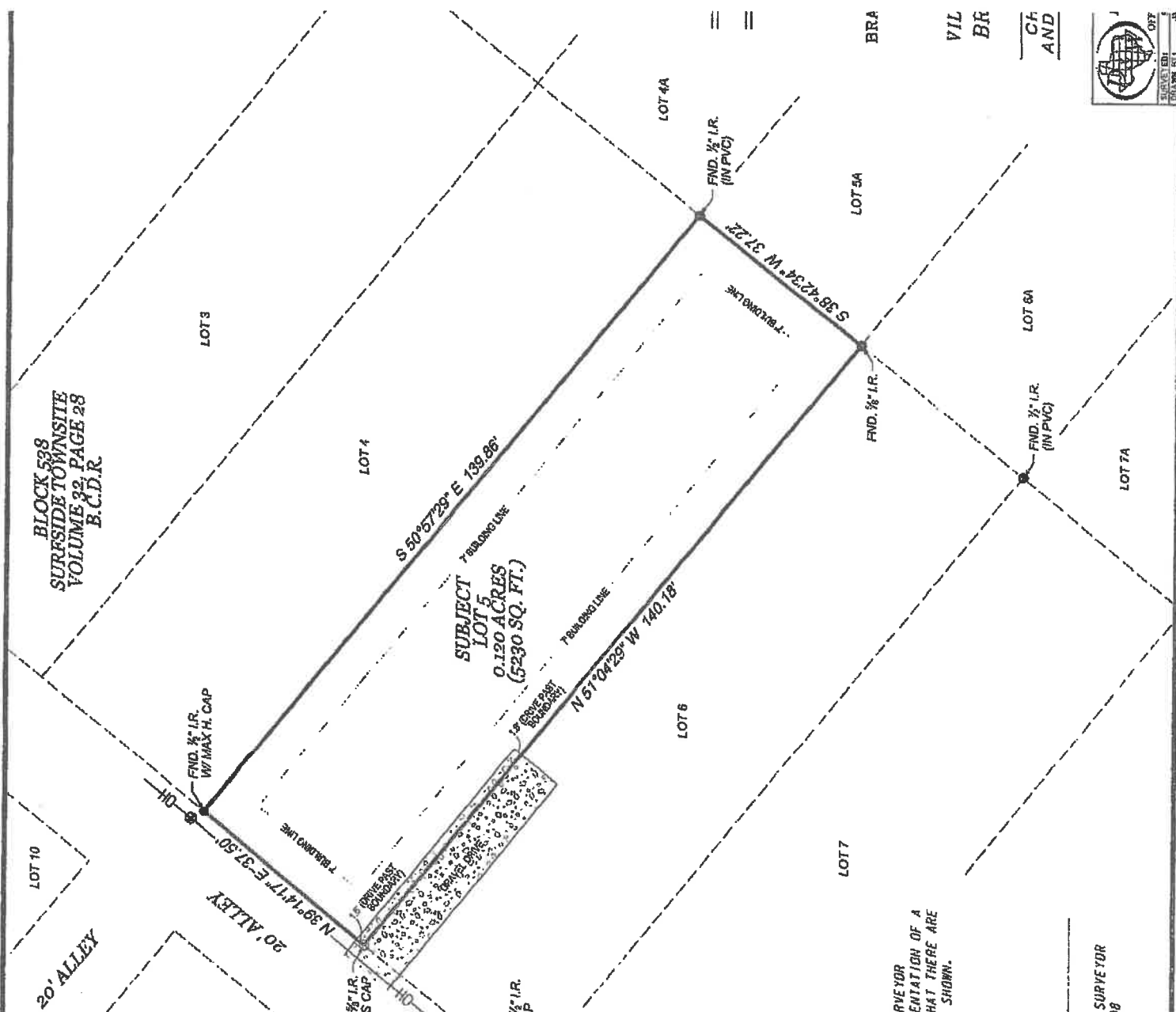
NOTES:

1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM - SOUTH CENTRAL ZONE (NAD 83).
2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (SF = 0.999883532)
3. THIS PROPERTY IS LOCATED WITHIN THE LIMITS OF ZONE "VE" PER FEMA FLOOD INSURANCE RATE MAP NUMBER 48039C810K, DATED 12-30-20.
4. THIS SURVEY RELIES ON A TITLE COMMITMENT FROM FIDELITY NATIONAL TITLE INSURANCE COMPANY, OF NO.: 108548-GAT81, WITH AN EFFECTIVE DATE OF MAY 23, 2021, AND AN ISSUE DATE OF JUNE 9, 2021, FOR ALL ITEMS OF RECORD.
5. THIS PROPERTY MAY BE SUBJECT TO THESE INSTRUMENTS RECORDED IN VOLUME 898, PAGE 490, AND VOLUME 621, PAGE 419, OF THE BRAZORIA COUNTY DEED RECORDS.
6. THERE IS A TPC SERVICES, INC. EASEMENT RECORDED IN VOLUME 1897730, PAGE 485, OF THE BRAZORIA COUNTY OFFICIAL RECORDS.
7. BUILDING LINES ARE RECORDED IN VOLUME 483, PAGE 70, OF THE BRAZORIA COUNTY DEED RECORDS. ADDITIONAL BUILDING LINES MAY BE SUBJECT TO THE VILLAGE OF SURFSIDE BEACH.

I, TERRY SINGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: JUNE 11, 2021



Terry Singletary
TERRY SINGLETARY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808



Mannie Desiree Samaras

Christopher Samaras

ORDINANCE 2022-05-12B

AN ORDINANCE AMENDING CHAPTER 46, ARTICLE II, DIVISION I, OF THE CODE OF ORDINANCES OF THE VILLAGE OF SURFSIDE BEACH, TEXAS, CLINGING TO VEHICLES; LIMITING VEHICLE LOADS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; CREATING A PENALTY; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the Village of Surfside Beach, Texas, has determined that adoption of this Ordinance is necessary to the health, safety, and general welfare of the inhabitants of said City and the members of the general public; and

WHEREAS, the City Council finds that this Ordinance was adopted at a meeting which was open to the public and preceded by proper notice, as required by Chapter 551 of the Texas Local Government Code (the Open Meetings Act).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE VILLAGE OF SURFSIDE BEACH, TEXAS:

FIRST, the findings and recitations set out in the Preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made part hereof for all purposes.

SECOND, That Chapter 46, Article II, Division I, of the Code of Ordinances of the Village of Surfside Beach, Texas, is hereby adopted to read as follows:

Sec. 46.22. – Clinging To or Allowing To Cling To.

It shall be unlawful for any person to ride on the hood, roof, trunk, or tailgate of any motor vehicle, to cling to any portion of the exterior of said vehicle, or to project a substantial portion of the body from any aperture of such vehicle, while such motor vehicle is in motion upon any public street, roadway, or beach in the city. Likewise, it shall be unlawful for any person to operate a motor vehicle upon any public street, roadway, or beach in the city while any person is so riding, clinging, or projecting. A violation of this section shall be a Class C misdemeanor and upon conviction shall be punishable by a fine not to exceed two thousand dollars (\$2,000.00).

Sec. 46.23 – Vehicle Load.

It shall be unlawful for any person to drive or operate a vehicle loaded with sand, shell, bricks, gravel, rocks, stone, soil, brickbats, coal, or other materials or substances unless such vehicle is so built or constructed or equipped as to prevent any part or portion of the material with which it is loaded from spilling, dropping, dragging, or falling upon the

streets while the vehicle is being driven or operated. A violation of this section shall be a Class C misdemeanor and upon conviction shall be punishable by a fine not to exceed two thousand dollars (\$2,000.00).

THIRD, This Ordinance shall be and is hereby declared to be cumulative of all other Ordinances of the Village of Surfside Beach and this Ordinance shall not operate to repeal or affect any of such other Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinance or Ordinances are hereby repealed.

FOURTH, If any section, subsection, sentence, clause, or phrase, of this Ordinances is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

FIFTH, All of the regulations provided in this Ordinance are hereby declared to be governmental and for the health, safety, and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this Ordinance, acting for the Village of Surfside Beach in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

SIXTH, Any violation of this Ordinance can be enjoined by a suit filed in the name of the Village of Surfside Beach in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this Ordinance or in the Code of the Village of Surfside Beach.

SEVENTH, This Ordinance shall take effect and be in force immediately upon its passage and publication of its descriptive caption twice in the Brazosport Facts.

READ, PASSED, AND ADOPTED THIS _____ DAY OF _____, 20_____.

GREGG BISSO, MAYOR
VILLAGE OF SURFSIDE BEACH, TEXAS

ATTEST: _____
AMANDA DAVENPORT
CITY SECRETARY

ORDINANCE 2022-05-12C

AN ORDINANCE AMENDING CHAPTER 26, ARTICLE I, OF THE CODE OF ORDINANCES OF THE VILLAGE OF SURFSIDE BEACH, TEXAS, PROHIBITING THE POSSESSION OF MISSILES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; CREATING A PENALTY; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the Village of Surfside Beach, Texas, has determined that adoption of this Ordinance is necessary to the health, safety, and general welfare of the inhabitants of said City and the members of the general public; and

WHEREAS, the City Council finds that this Ordinance was adopted at a meeting which was open to the public and preceded by proper notice, as required by Chapter 551 of the Texas Local Government Code (the Open Meetings Act).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE VILLAGE OF SURFSIDE BEACH, TEXAS:

FIRST, the findings and recitations set out in the Preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made part hereof for all purposes.

SECOND, That Chapter 26, Article I, of the Code of Ordinances of the Village of Surfside Beach, Texas, is hereby adopted to read as follows:

Sec. 26-3. – Possession of Missiles.

It shall be unlawful for any person to possess or have in their pocket, hands, or about their person any stone, bolt, rock, piece of iron, or other missile or hard object with the intent to injure or do harm to any person or to property, or with the intent to commit any unlawful act. A violation of this section shall be a Class C misdemeanor and upon conviction shall be punishable by a fine not to exceed two thousand dollars (\$2,000.00).

THIRD, This Ordinance shall be and is hereby declared to be cumulative of all other Ordinances of the Village of Surfside Beach and this Ordinance shall not operate to repeal or affect any of such other Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinance or Ordinances are hereby repealed.

FOURTH, If any section, subsection, sentence, clause, or phrase, of this Ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

FIFTH, All of the regulations provided in this Ordinance are hereby declared to be governmental and for the health, safety, and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this Ordinance, acting for the Village of Surfside Beach in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

SIXTH, Any violation of this Ordinance can be enjoined by a suit filed in the name of the Village of Surfside Beach in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this Ordinance or in the Code of the Village of Surfside Beach.

SEVENTH, This Ordinance shall take effect and be in force immediately upon its passage and publication of its descriptive caption twice in the Brazosport Facts.

READ, PASSED, AND ADOPTED THIS _____ DAY OF _____, 20_____.

GREGG BISSO, MAYOR
VILLAGE OF SURFSIDE BEACH, TEXAS

ATTEST: _____
AMANDA DAVENPORT
CITY SECRETARY

ORDINANCE 2022-05-12D

AN ORDINANCE AMENDING CHAPTER 28, ARTICLE III, OF THE CODE OF ORDINANCES OF THE VILLAGE OF SURFSIDE BEACH, TEXAS, PROHIBITING FISHING; PROHIBITING DESTRUCTION OF BEACH SIGNS; PROHIBITING ENTERING AND TRESPASSING ON PRIVATE PROPERTY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; CREATING A PENALTY; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the Village of Surfside Beach, Texas, has determined that adoption of this Ordinance is necessary to the health, safety, and general welfare of the inhabitants of said City and the members of the general public; and

WHEREAS, the City Council finds that this Ordinance was adopted at a meeting which was open to the public and preceded by proper notice, as required by Chapter 551 of the Texas Local Government Code (the Open Meetings Act).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE VILLAGE OF SURFSIDE BEACH, TEXAS:

FIRST, the findings and recitations set out in the Preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made part hereof for all purposes.

SECOND, That Chapter 28, Article III, of the Code of Ordinances of the Village of Surfside Beach, Texas, is hereby adopted to read as follows:

Sec. 28-62. – Beach recreation area rules.

In order to provide a safe beach accessible to the general public, the following beach rules shall be established:

- 1) Vehicle traffic and parking.
 - a. No person shall operate a vehicle in a manner that endangers public safety or property. The beach is a public roadway and all applicable vehicle regulations apply.
 - b. No person shall operate vehicles not licensed for street use on the beach.
 - c. Vehicles must park in designated parking areas.
 - d. No person shall operate a vehicle at speeds in excess of 20 miles per hour.
 - e. No person shall operate vehicles or park on the dunes.
- 2) Health and sanitation.
 - a. No person shall possess a glass bottle or container on the beach.

- b. No person shall litter.
- c. Campfires are permitted, but must be controlled at all times.
- d. Fireworks are prohibited on the beach and elsewhere within the village limits without a permit as provided for in Section 28-66 of the Code of Ordinances of the Village of Surfside Beach.
- e. The use of sound systems, radios, or creation of noise so loud as to disturb others is prohibited.
- f. The owner of a dog must restrain such animal at all times.
- g. The owner of a dog over the age of four months shall require such animal to wear a rabies vaccination tag at all times.
- h. No person shall be in possession of a horse on the public beach between the water's edge and the vegetation line from May 15 through September 15, or any Saturday or Sunday in the months of April, May, September and October of each year.
- i. No mobile vendors are allowed.
- j. Temporary vendors on private property only, with a valid village temporary vendor's permit are allowed.

3) Miscellaneous.

- a. The Christmas trees are in place to stop erosion and to rebuild the dunes. No person shall remove trees from dunes or burn trees in the dunes or on the beach.
- b. State of Texas Alcoholic Beverage Law prohibits the public consumption of alcoholic beverages on Sunday between the hours of 1:15 a.m. and 12:00 noon or on any other day between 12:15 a.m. and 7:00 a.m.
- c. It shall be unlawful for any person who shall catch or capture fish, crab, or shrimp in any waters in the incorporated Village of Surfside Beach or the Gulf of Mexico to leave any such fish, crab, or shrimp upon any beach or other public place in the Village. It shall be the duty of any person catching or capturing such fish, crab, or shrimp to make such disposition of his catch or capture that the same will not be found upon any beach or other public place. A violation of this section shall be a Class C misdemeanor and upon conviction shall be punishable by a fine not to exceed two thousand dollars (\$2,000.00).
- d. It shall be unlawful for any person to willfully deface, remove, or otherwise destroy any sign which regulates the use of public beaches within the Village. It shall be unlawful for any person to willfully destroy or remove any post erected on any public beach, or along any ingress or egress route thereto. It shall be unlawful for any person to willfully destroy, deface, or remove any rescue equipment from any lifesaving buoy box or signage. A violation of this section shall be a Class C misdemeanor and upon conviction

shall be punishable by a fine not to exceed two thousand dollars (\$2,000.00).

- e. It shall be unlawful for a person to enter or remain upon the premises of another without the effective consent of the owner or occupier of the premises. Nothing contained within the provisions of this chapter shall be construed to give, grant, or allow any person the right to cross privately owned land to have access to any public beach. A violation of this section shall be a Class C misdemeanor and upon conviction shall be punishable by a fine not to exceed two thousand dollars (\$2,000.00).

THIRD, This Ordinance shall be and is hereby declared to be cumulative of all other Ordinances of the Village of Surfside Beach and this Ordinance shall not operate to repeal or affect any of such other Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinance or Ordinances are hereby repealed.

FOURTH, If any section, subsection, sentence, clause, or phrase, of this Ordinances is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

FIFTH, All of the regulations provided in this Ordinance are hereby declared to be governmental and for the health, safety, and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this Ordinance, acting for the Village of Surfside Beach in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

SIXTH, Any violation of this Ordinance can be enjoined by a suit filed in the name of the Village of Surfside Beach in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this Ordinance or in the Code of the Village of Surfside Beach.

SEVENTH, This Ordinance shall take effect and be in force immediately upon its passage and publication of its descriptive caption twice in the Brazosport Facts.

READ, PASSED, AND ADOPTED THIS _____ DAY OF _____, 20_____.

**GREGG BISSO, MAYOR
VILLAGE OF SURFSIDE BEACH, TEXAS**

**ATTEST: _____
AMANDA DAVENPORT
CITY SECRETARY**

Nexbillpay EBPP Platform

RVS integrates to Nexbillpay and provides an easy to use system for RVS's customers and its payers. Time and time again, implementing our solutions has resulted in significant cost and time savings. Village of Surfside Beach Water and its customers would receive the following benefits from implementing Nexbillpay. (If Applicable)

- **Your customers have access to an extensive Customer Portal to view and/or pay bills:**
 - View 24 months of billing and payment history (*if paid through NBP*)
 - Store bank account and/or credit/debit card information – Nexbillpay handles all PCI and NACHA compliance
 - Consumer usage/consumption monthly data
 - Payment history
 - Sign up for Auto-Pay and/or payment notifications by SMS text message or email.
 - All of these options improve your ability to provide services 24/7
- **Improve communications with consumers by offering a comprehensive E – payment platform:**
 - E-mail reminders, 3 per bill
 - SMS text messages reminders
 - Auto-Pay/Scheduled payment reminder
 - NSF/rejection notification
 - Credit card expiration (if the credit card on file has expired)
- **Web and Mobile Payment Options**
 - One-time only and/or Quick pay
 - Log in and pay each month
 - Auto-Pay
 - Linked Accounts: pay multiple bills at once for multiple properties, manage all accounts through one interface
 - Accept payments in any manner (depending on each department)
 - Online, IVR, Point of Sale, Mobile
 - Using Nexbillpay will give you a single source of reconciliation on the back end for all payment types
- **IVR Phone Payment Options**
 - Designated 800 #
 - Available 24/7
 - Store bank account and/or credit/debit card information – Nexbillpay handles all PCI compliance
 - Check current balance, past due balance, previous payment amount, last payment date, due date
 - English or Spanish Options
 - Receive text message confirmations
- **Paperless Billing**
 - Save money on print/mail and increase consumer adoption and satisfaction
- **Access to extensive administrative features in the Biller/Admin Portal:**
 - Reconciliation Tools
 - Access payment data in real time with time stamps
 - Search and locate any payment, regardless of where it was made (counter, web, IVR)
 - Notify customers with outbound SMS text messages & automated phone calls for bill reminders
 - Increase customer satisfaction, awareness, communications, collections and on time payments
- ***** Text 2 Pay *****
 - Enroll 24/7
 - Receive a short SMS text message w/bill amount
 - Store preferred payment method
 - Reply ALL to initiate bill payment from the preferred payment method
 - Encourages on-time, hassle-free transactions to avoid late fees
 - Eliminates the need to open a browser or log in to a user account... Pay in Seconds