

## Regular Meeting of the City Council

Tuesday, December 13, 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](http://www.surfsidetx.org)

**NOTICE IS HEREBY GIVEN** that the City Council of the Village of Surfside Beach will conduct its Regular Meeting scheduled for **7:00 p.m. on Tuesday, December 13, 2022**. To view the meeting electronically please use the following website:

<https://us02web.zoom.us/j/82804862016?pwd=M3Bma1hBTGFsOWdvUFJZaGN0MTZ6QT09>

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) Mayor/council/committee/departement head/organization reports
- 4) Business of visitors not on the agenda.
- 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:

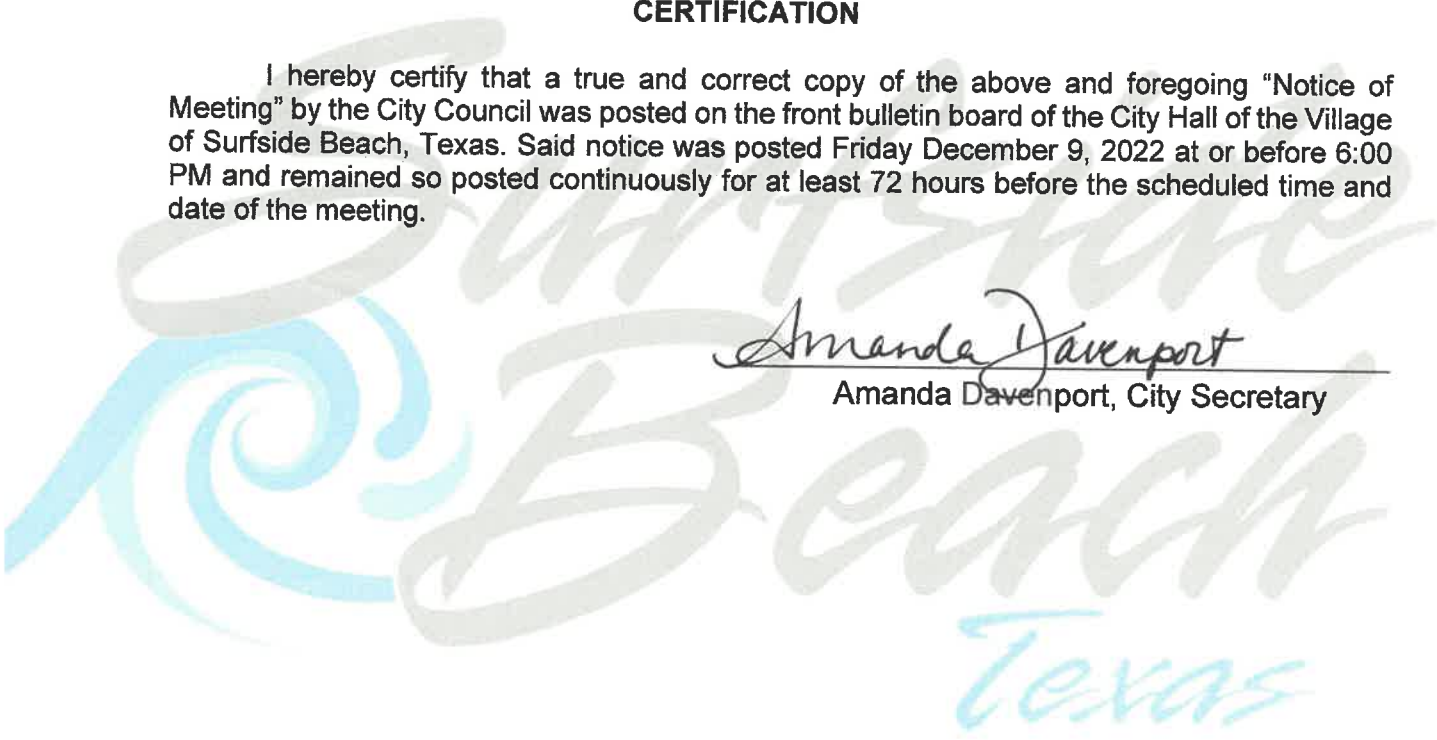
- A. Consider approval of minutes from the Council meetings on August 17, September 6, October 27 and November 9, 2022.
  - B. Consider approval of the November 2022 financials.
  - C. Allow the Wisconsin volunteers the use of Stahlman Park at no charge March 12 – April 1<sup>st</sup>, 2023.
- 6) Discuss and take possible action to approve an Interlocal Agreement with Brazoria County regarding regulation of food service establishments. *Bisso*
  - 7) Discuss and take possible action to allocate a wheelchair accessible storage space/ closet for the Historical Commission's use. *Gerber*
  - 8) Discuss and take possible action to amend Section 12-98 of the Code of Ordinances: Fee, Right-of-Way rental charge. *Bisso*
  - 9) Discuss and take possible action to broaden the scope of the Planning Commission to allow: Ongoing Commission Business discussions, research, and updates. Allowing Planning to

revisit unresolved agenda items and act as a "think tank" at the direction of the Village Council.  
*Gerber*

- 10) Discuss and take possible action to approve Resolution 20221209 regarding the submitted petition for election to reduce the approved tax rate. *Bisso*
- 11) Discuss and take possible action to enter into a contract with Archive Social for social media retention. *Bisso*
- 12) ADJOURN

#### 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 Friday December 9, 2022 at or before 6:00 PM and remained so posted continuously for at least 72 hours before the scheduled time and date of the meeting.



*Amanda Davenport*

Amanda Davenport, City Secretary

**Minutes of Special Meeting of the City Council**

Tuesday August 17, 2022 – 5:30 PM

Village of Surfside Beach

1304 Monument Drive

Surfside Beach, TX 77541

**1) CALL TO ORDER, QUORUM IN ATTENDANCE**

Mayor Bisso called the meeting to order at 5:35 p.m. and announced a quorum of Council was present. Bob Petty absent. Robertson attended via Zoom.

**2) Discuss and take possible action on proposing the 2022 tax rate (must be a record vote) and schedule the public hearing date.**

I, John Gerber, make the motion to propose a tax rate increase of .334846. The motion was seconded by Capretta and the motion passed as follows: Gerber aye; Capretta aye; Jalifi aye; Robertson aye. Petty was absent.

**3) Budget Workshop regarding the System Fund.**

**4) Adjourn at 6:30 pm.**

---

Gregg Bisso, Mayor

Attest:

---

Amanda Davenport  
City Secretary

**Minutes of Special Meeting of the City Council**

Tuesday September 6, 2022 – 5:30 PM

Village of Surfside Beach

1304 Monument Drive

Surfside Beach, TX 77541

**CALL TO ORDER, QUORUM IN ATTENDANCE**

Mayor Bisso called the meeting to order at 5:36 p.m. and announced a quorum of Council was present. Gerber was absent.

- 1) Discuss and take possible action on entering an agreement with Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. regarding representation in hurricane Ike FEMA dispute resolution.

Motion was made by Petty to enter into an agreement with Baker, Donelson, et al. for Hurricane Ike FEMA appeals. Motion was seconded by Capretta and passed unanimously.

- 2) **Open Tax Public Hearing regarding the proposed 2022 tax rate.**  
Tax hearing was opened at 5:44 p.m.

**THIS PROPOSED TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

**THIS PROPOSED TAX RATE WILL EFFECTIVELY BE RAISED BY 51.90 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$16.13.**

Close Public Hearing at 5:47 p.m.

- 3) **Executive Session:** The City Council may convene into closed executive session pursuant to Texas Government Code, **Sec. 551.074 PERSONNEL MATTERS**, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing namely: EMS Director, Bookkeeper, City Secretary, Public Works Director, Police Chief, Building Official, Court Clerk, and Tourism Specialist

**Sec. 551.071. CONSULTATION WITH ATTORNEY;** A governmental body may not conduct a private consultation with its attorney except:

- (1) when the governmental body seeks the advice of its attorney about:(A) pending or contemplated litigation; or (B) a settlement offer; or(2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

Council entered into executive session at 5:50 p.m. Robertson made a motion to have the city attorney and city secretary in the executive session meeting. Motion was seconded by Capretta and passed unanimously.

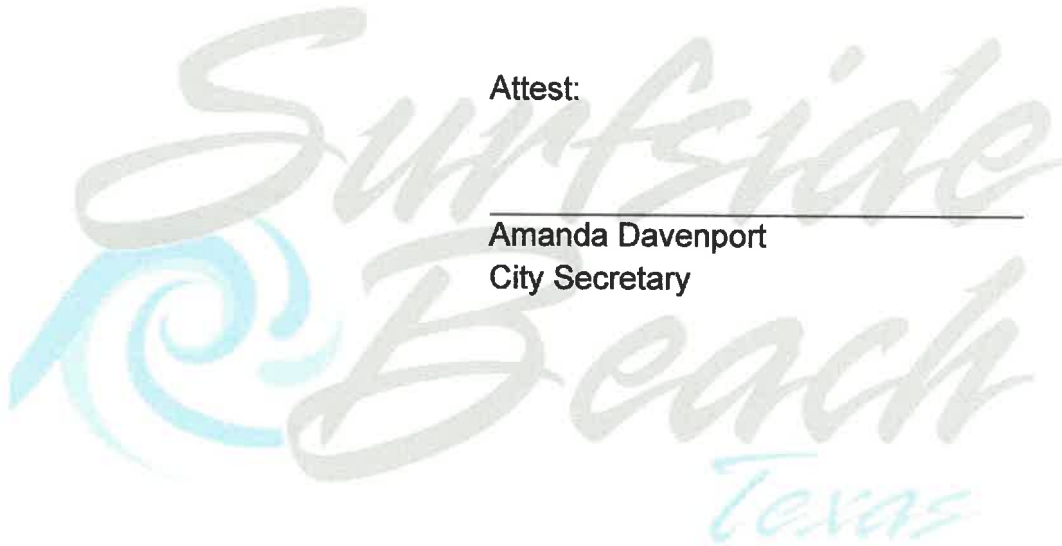
Action out of executive session: Motion was made by Capretta to appoint Gary McClain as permanent Police Chief. Motion was seconded by Petty and passed unanimously.

- 4) Budget Workshop was opened regarding the General Fund.
- 5) Adjourn at 7:10 p.m.

\_\_\_\_\_  
Gregg Bisso, Mayor

Attest:

\_\_\_\_\_  
Amanda Davenport  
City Secretary



**Minutes of Special Meeting of the City Council**

Tuesday October 27, 2022 – 1:00 PM

Village of Surfside Beach

1304 Monument Drive

Surfside Beach, TX 77541

**1) CALL TO ORDER, QUORUM IN ATTENDANCE**

Mayor Bisso called the meeting to order at 1:00 p.m. and announced a quorum of Council was present.

**2) Discuss and take possible action on Resolution 20221027 regarding a tax rollback election petition.**

Mayor Bisso explained that a tax rollback petition was submitted and found to be insufficient according to the City Attorney and the statutes that govern petition submittals.

Motion was made by Petty to adopt resolution 20221027 regarding the tax rollback election petition. Motion was seconded by Capretta and passed unanimously.

**3) Adjourn at 1:20 pm.**

\_\_\_\_\_  
Gregg Bisso, Mayor

Attest:

\_\_\_\_\_  
Amanda Davenport  
City Secretary



## Minutes of Special Meeting of the City Council

Wednesday November 9, 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. and recognized a quorum of the Council was present
- 2) INVOCATION, PLEDGE OF ALLEGIANCE - Jalifi gave the invocation
- 3) Mayor/council/committee/departement head/organization reports  
**Chief McLain** gave the monthly PD activity report; Mayor Bisso thanked the PD for the National Out and Trunk or Treat event.  
**Robert King** gave the EMS monthly activity report; one opening for a full-time crew member.  
**Erick Ingram** – gave the monthly Public Works report;  
**Michelle Booth** – Beach cleanup event and the Christmas Tree lighting are coming up.  
**Dortha Pekar** – Monument ground-breaking this Sunday and Battle of Velasco Day on Nov. 13;  
**Sean Robertson**- Kudos to the PD for changing the environment in the department.  
**Sandy Shanks** – Apache Tree Grant giveaway went well;  
**Toni Capretta** – Vela the turtle at the front entrance is looking bad;  
**Oscar Jalifi** – need parking bumpers at Stahlman Park;  
**Jon Gerber** –Thanks to Mary Jo Bradley for painting the museum; lighting has been replaced in the museum, still trying to get a public meeting set up with Enterprise re: SPOT; need to get a hazard mitigation grant for generators;  
**Gregg Bisso** – HGAC funds still tied up for the sewer project; Brazoria County has offered more CDBG money; the groin project is on track and moving forward.
- 4) **Business of visitors not on the agenda.**  
Donna Robinson – one way driving on the Beach, she wants to go both ways since she lives on the Beach.  
**Richard Sublett** – Coral Court road transition still isn't fixed.  
**Crissy Daley** – dead-end sign

- 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 October 11, 2022.
- B. Consider approval of the October 2022 financials.
- C. Consider approval to waive the user fee for Stahlman Park on January 4, 2022 for the Brazoria County Fire Fighters Association meeting.

Motion was made by Capretta to approve the consent agenda; change the date on item C to the year 2023. Motion was seconded by Petty and approved unanimously.

- 6) **Discuss and take possible action to re-zone 2.13 acres of 3.1 acres Spring Branch Wildlife Preserve land located on Thunder Road, Surfside Beach, Texas. BCIC Subdivision 3 Lot 21, SBWP. This property is currently zoned R-1 (residential) and the request is to re-zone to C-1 Light Commercial.**

Mr. Dahl is in attendance and spoke regarding this item. Motion by Petty to grant the re-zone. Motion was seconded by Robertson and failed with 2 for; 3 against.

- 7) **To discuss and take possible action on updating Sec 46 of the Village's Ordinance to include the complete restriction of "side by sides' by the public in parallel with TX DOT Transportation code Sec 501, Title 7, Subtitle C, 551A."**

Motion was made by Petty to approve this ordinance. Motion was seconded by Robertson and passed unanimously.

- 8) **Discuss and take possible action to amend Section 12-98 of the Code of Ordinances: Fee, Right-of-Way rental charge.**

Motion was made by Capretta to table this item. Motion was seconded by Robertson and passed unanimously.

- 9) **Discuss and take possible action regarding sewer costs from the City of Oyster Creek.**

Discussion only.



- 10) **Discuss and take possible action to approve Resolution 20221108 regarding the submitted petition for election to reduce the approved tax rate.**

Motion was made by Capretta to approve the Resolution. Motion was seconded by Jalifi and passed unanimously.

- 11) **Discuss and take possible action to adopt Ordinance 2022-11-08 designating work hours on holidays and weekends, under a Village issued building permit.**

Motion was made by Gerber to approve the table. Motion was seconded by Jalifi and passed unanimously.

- 12) **Discuss and take possible action to approve the Village 2023 designated holidays.**

Motion was made by Capretta to approve the holiday list. Motion was seconded by Jalifi and passed unanimously.

- 13) **Discuss and take possible action regarding funding for Police Department training.**

Motion was made by Gerber to have the officers take the training. Motion was seconded by Petty and passed unanimously.

- 14) **ADJOURN**

\_\_\_\_\_  
Gregg Bisso, Mayor

Attest:

\_\_\_\_\_  
Amanda Davenport  
City Secretary

**INTERLOCAL CONTRACT FOR REGULATION OF  
FOOD SERVICE ESTABLISHMENTS**

This Contract is by and between the County Of Brazoria, a political subdivision of the State of Texas (“COUNTY”), acting by its County Judge, as duly authorized by the Commissioners Court of COUNTY and the Village of Surfside Beach (“MUNICIPALITY”), Texas, a municipality located within Brazoria County, Texas, acting by its mayor as duly authorized by its governing body (hereinafter referred to as “MUNICIPALITY”).

**PREAMBLE**

WHEREAS, Tex. Gov. Code 791.011, the Interlocal Cooperation Act, provides that any local government may contract with another local government to perform governmental functions and services; and

WHEREAS, the Interlocal Cooperation Act 791.003 states that “governmental functions and services” means any function or service including general area of public health and welfare which is of mutual concern to the contracting parties; and

WHEREAS, the Interlocal Cooperation Act 791.012 recognizes that the authority of COUNTY to perform a contractual service for MUNICIPALITY includes the authority of COUNTY to apply the rules, regulations, and orders of COUNTY; and

WHEREAS, Tex. Health & Safety Code 437.003 provides that to enforce state law and rules adopted under state law, the Commissioners Court of a county by order may require food services establishments, retail food stores, mobile food units, and roadside food vendors to obtain a permit from the county and such requirement was duly adopted by the Commissioners Court of COUNTY on September 11, 2007, by Order No.

35, titled “Brazoria County Health Department Regulations on the Permitting of Retail Food Stores and Food Services Establishments” (“ The Rules”), which are incorporated in their entirety into this contract by reference; and

WHEREAS, Tex. Health & Safety Code 437.002 provides that COUNTY may enforce state law and rules adopted under state law concerning food service establishments, retail food stores, mobile food units, and roadside vendors; and

WHEREAS, the Texas Department of State Health Services has adopted rules pertaining to food service establishments which shall be liberally construed and applied to promote their underlying purpose of protecting the public health; and

WHEREAS, parties have determined that the implementation of this Contract is in the interest of and for the public health, safety, and welfare of their residents; and

WHEREAS, the parties have determined that they are authorized to enter into this contract pursuant to law and their general powers to contract.

NOW, THEREFORE, for and in consideration of the promise, covenants, and obligations set forth below, the parties agree as follows:

I.

**GENERAL STATEMENT**

The matters set forth in the foregoing preamble are true and correct to the best knowledge of the parties and constitute material representations by the parties.

II.

**SERVICES**

COUNTY shall issue permits to food service establishments, retail food stores, mobile food units, and roadside food vendors within the incorporated limits of

MUNICIPALITY while this Contract is in effect. The Rules shall govern procedures and requirements for the issuance of permits.

III.

**CONSIDERATION**

As compensation for the services performed by COUNTY under this Contract, COUNTY through its Health Department shall collect permit and other fees as provided by the rules. All fees shall be payable and belong solely to COUNTY. The Commissioners Court of COUNTY hereby finds that the fees so collected fairly compensate COUNTY for the services performed.

IV.

**LEGAL REPRESENTATION**

Any suit brought to enjoin any activity occurring within the incorporated limits of MUNICIPALITY in violation of the Rules shall be the responsibility and at the expense of MUNICIPALITY. Any criminal offense in violation of the Rules shall be prosecuted by COUNTY through its District Attorney in the appropriate Justice of the Peace Court.

V.

**TERMS AND EFFECTIVE DATE**

The initial term of this Contract is one year from the date signed by the Brazoria County Judge provided, however, that this Contract shall be automatically extended for periods of one year each unless either party gives the other party thirty (30) days written notice before the expiration of the contract period that such party desires to terminate this Contract, in which event Contract shall terminate at the end of that one year period. Additionally, either party may, at any time during the contract term, terminate this

Contract by delivering thirty (30) days written notice such intention, whereupon, on the date specified, this Contract shall automatically terminate.

VI.

**NOTICES**

All notices to be given under this Contract shall be written and sent certified or registered U.S. mail, or shall be hand delivered with proof of delivery obtained, as follows:

COUNTY:	MUNICIPALITY
Brazoria County Judge	Village of Surfside Beach
Brazoria County Courthouse	1304 Monument Drive
Angleton, TX 77515	Surfside Beach, TX 77541

VII.

**INDEMNIFICATION**

MUNICIPALITY shall fully indemnify, hold harmless, and defend COUNTY, its departments, officers, agents, and employees from and against and all loss, injury, damage, demand, obligation, liability, claim, court cost, and attorney's fee, including those arising from personal injury or death, arising out of or in any manner related to the performance by COUNTY of the services described in this Contract.

VIII.

**NON-ASSIGNMENT**

This agreement is not assignable by either party.



XI.

**FORCE MAJEURE**

If the performance of any covenant, agreement, of undertaking contained in this Contract is delayed by war, civil commotion, act of God, governmental regulation (except as imposed by COUNTY), fire or other casualty, or any other circumstances beyond the control of the party obligated to such performance, the party shall be excused from performance during the period of delay.

X.

**MISCELLANEOUS**

The captions of titles of these articles of this Contract are inserted for convenience only, and shall not be considered a part hereof, nor in any way serve to modify or restrict any term or provision hereof, nor be considered in ascertaining intent.

This contract shall not be construed in favor of or against any party on the basis that the party did or did not author this contract.

Nothing herein shall be construed to make either party a purchaser or consumer of goods of services from the other.

No provision of this Contract shall create in the public of in any member thereof any third-party beneficiary rights, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries, property damage, or and other relief.

XI.

**ENTIRETY**

This Contract contains the entire agreement between the parties and no representations,

inducements, promises, agreements between the parties not embodied herein shall be of any force of effect.

XII.

**AMENDMENT**

No amendment, modification, or alteration of the terms of this Contract shall be binding unless it is in writing, dated subsequent to the date of this Contract, and duly executed by the parties.

IN WITNESS WHEREOF, COUNTY and MUNICIPALITY have executed this instrument in multiple duplicates, each which when fully executed shall be deemed to be an original.

COUNTY:

MUNICIPALITY:

By: \_\_\_\_\_  
COUNTY JUDGE

By: \_\_\_\_\_  
MAYOR

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
COUNTY CLERK

ATTEST: \_\_\_\_\_  
MUNICIPAL SECRETARY