

Surfside Beach City Council Meeting

Tuesday April 9, 2024

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 a Council meeting scheduled for **7:00 p.m. on Tuesday April 9, 2024**. To view the meeting electronically please use the following website:

<https://us02web.zoom.us/j/84253545017?pwd=VHFGMXRoZmJHNG5lcDBISlJ3MldjUT09>

Meeting ID 842 5354 5017 Password 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/department head 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 meeting on March 12, 2024.
 - B. Consider approval of accounts payable from February and March, 2024.
 - C. Discuss and take possible action regarding a Proclamation declaring April 2024 as Fair Housing Month.
- 6) Discuss and take possible action to approve RESOLUTION NO. 04.12.24 adopting the 2023 Brazoria County Hazard Mitigation Plan. *Bisso*
 - 7) Discuss and take possible action to repair, replace or remove the crabbing pier. *Hart*
 - 8) Discuss and take possible action to approve Ordinance 2024-04-09B amending the Code of Ordinances regarding the duties of the City Secretary. *Bisso*

- 9) Discuss and take possible action to approve Ordinance 2024-04-09C creating a Finance Director position. *Bisso*
- 10) Discuss and take possible action to modify section 2-90 of the Code of Ordinances regarding special and emergency meetings. *Gerber*
- 11) Discuss and take possible action on an Interlocal Agreement with Brazoria County for the collection of taxes and PID assessment for the Village of Surfside Beach. *Bisso*
- 12) Discuss and take possible action on a Resolution regarding a contract for the purpose of financing Heavy Equipment (mini-excavator). *Bisso*
- 13) Discuss interagency cooperation of the emergency services of Surfside Beach Texas and surrounding municipalities, and how these relationships save lives and create opportunities. *Gerber*
- 14) To discuss and take possible action on a modification to Sec 8 of the Surfside Beach Ordinance to allow residents a maximum of 6 egg laying hens with a coop 50 ft from any residential structure. *Gerber*
- 15) Discuss and take possible action to approve Resolution 2024-04-12-CPC entering into the Houston Coalition of Cities to be represented in the CenterPoint Energy rate change request. *Bisso*
- 16) Discuss and take possible action on Ordinance 2024-04-09 denying the rate increase request and revised rate schedules by CenterPoint Energy Houston Electric, LLC. *Bisso*
- 17) 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 Thursday, April 4, 2024 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.


City Secretary

Minutes of Meeting of the City Council

Tuesday, March 12, 2024 – 7:00 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 7:00 p.m. and noted that all members of City Council were in attendance.
- 2) **INVOCATION, PLEDGE OF ALLEGIANCE**
Jalifi gave the invocation and Mayor Bisso led the Pledge of Allegiance.
- 3) **Mayor/council/department head reports**
Gerber: discussed the walkover at Jetty Park
Jalifi: Pilings on the city sign at the entrance are rotten
Parsch: the Hotel tax question and answer townhall meeting went well
Mayor Bisso: Update on the groin project and Stahlman Park repairs; reported that Velasco Drainage District will be out improving the drainage in the Village; HGAC sewer grant is still crawling along; St. Patrick's Day parade is this Saturday and promises to be a good time for all as usual.
Chief Moncier: reported on the monthly PD activities for January and February.
Erick: 64 completed work orders this month, otherwise, business as usual
- 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 January 9, 2024.
 - B. Consider approval of accounts payable from January, 2024.
 - C. Consider approval of the Historical reenactment, cannon fire, and use of Council chambers for the 18th of May 2024. *Gerber*
 - D. Approve estimate from Green's Services for road stripping. *Bisso*
 - E. Approve extending the Interlocal Cooperation Contract for the Failure to Appear Program between the Village and the Department of Public Safety of the State of Texas

Motion was made by Green-Prats to approve the consent agenda as presented. Motion was seconded by Robertson and passed unanimously.
- 6) Discuss and take possible action to adopt Ordinance No. 2023.11.14 regarding lighting as submitted by the Planning Commission.

Motion was made by Parsch to pass with a strikeout of C6 businesses. Motion was seconded by Gerber and passed with 4 for 1 against (Robertson)

- 7) Discuss and take possible action to use funds from the Municipal Court Security Fund for the purchase of a lidar gun and a 16 TB external hard drive for the Surfside Beach police department.

Motion was made by Robertson to approve the expenditure. Motion was seconded by Jalifi and passed unanimously.

- 8) Discuss and take possible action on Ordinance 2024.02.13 regarding NO Parking along Bluewater Highway.

Motion was made by Jalifi to approve Ord 2024.02.13 with amendment to say "unless there is designated parking areas". Motion was seconded by Parsch and passed unanimously.

- 9) Discuss and take possible action regarding a Notice of CenterPoint Energy Houston Electric, LLC Filing to Change Rates.

Motion was made by Green-Prats to oppose the rates. Motion was seconded by Gerber and passed unanimously.

- 10) Discuss and take possible action regarding Ordinance 2024.03.12 amending the Surfside Beach Water Conservation plan by updating the five year and ten year goals.

Motion was made by Robertson to approve Ordinance 2024.03.12 water conservation ordinance. Motion was seconded by Parsch and passed unanimously.

- 11) Discuss and take possible action to purchase excavator from Alpha & Omega Construction Equipment for no more than \$29,500.00 through the Government Capital Corporation financing.

Motion was made by Gerber to buy the excavator from Alpha & Omega Construction Equipment. Motion was seconded by Robertson and passed unanimously.

- 12) Discuss and take possible action to establish the Chief's Advisory Panel for the Surfside Beach Texas Police Department.

Motion was made by Gerber to approve the Chief's Advisory Panel. Motion was seconded by Robertson. Motion was removed from consideration by Gerber and no action was taken.

- 13) Discuss and take possible action regarding: Approval of location near the Timeline Fence for Daughters of the Republic of Texas and future insignia medallions from other historically related groups, and proposed landscaping around monument.

Motion was made by Gerber to approve placing the Daughters of the Republic of Texas medallion near the timeline fence. Motion was seconded by Green-Prats and approved 4 for, 1 against (Jalifi)

- 14) Discuss and take possible action to move city hall to Stahlman Park.

Motion was made by Jalifi to hire an architect to do a feasibility study on next steps on City Hall repair and Stahlman Park rehabilitation.

- 15) **Executive Session:**

Surfside City Council will adjourn into an EXECUTIVE SESSION (closed executive session pursuant to section 551.074 of the Texas Government Code) to discuss personnel matters - specifically, matters involving the appointment/re-appointment, employment, evaluation reassignment, resignation and duties of the Judges serving the Surfside Municipal Court.

Council entered Executive Session at 9:00 p.m. and reconvened into regular session at 9:19 p.m.

Motion was made by Gerber to go into executive session with Attorney Patton and City Secretary Davenport. Motion was seconded by Green-Prats and approved unanimously.

- 16) Action, if any out of executive session, and adjourn

Motion was made by Green-Prats to appoint Robert Barfield and possible another as alternate municipal court judge. Motion was second by Jalifi and passed unanimously.

Gregg Bisso, Mayor

Attest:

Amanda Davenport, City Secretary

VILLAGE OF SURFSIDE BEACH HF
Transaction List by Vendor
February 2024

	Type	Date	Num	Memo	Amount
BCSS					
	Bill Pmt -Check	02/06/2024	2464		-700.00
Britt Investments, LLC					
	Bill Pmt -Check	02/21/2024	2467		-263.80
Davison Gulf Coast LLC					
	Check	02/06/2024	2463		-66,112.72
ENGIE RESOURCES					
	Bill Pmt -Check	02/27/2024	20240227		-958.25
INTERNAL REVENUE SERVICE					
	Liability Check	02/01/2024	201202490	74-2053043	-342.14
	Liability Check	02/15/2024	215202490	74-2053043	-332.68
	Liability Check	02/29/2024	229202490	74-2053043	-338.56
James Burress					
	Bill Pmt -Check	02/21/2024	2468		-2,500.00
LAMAR COMPANIES					
	Bill Pmt -Check	02/06/2024	2465		-2,690.00
	Bill Pmt -Check	02/21/2024	2469		-1,730.00
THE ART OF PROFIT					
	Check	02/01/2024	201202491		-1,549.23
	Check	02/15/2024	2152025		-1,549.23
	Check	02/29/2024	229202402		-1,549.23
Tom Hines					
	Bill Pmt -Check	02/21/2024	2470		-140.38

VILLAGE OF SURFSIDE BEACH SF
Transaction List by Vendor
February 2024

	Type	Date	Num	Memo	Amount
CHLORINATOR MAINT. CO. INC.	Bill Pmt -Check	02/27/2024	3449		-4,444.89
CITY OF FREEPORT	Bill Pmt -Check	02/27/2024	3450	Service from 11/24/23- 12/24/23	-11,805.86
Coburn Supply Company	Bill Pmt -Check	02/27/2024	3451		-7,186.45
Discount Tire	Bill Pmt -Check	02/27/2024	3452	49300	-261.00
DSHS CENTRAL LAB	Bill Pmt -Check	02/27/2024	3453	Febuary Monthly Statement	-2,233.00
DXI INDUSTRIES	Bill Pmt -Check	02/27/2024	3454		-280.00
ENGIE RESOURCES	Bill Pmt -Check	02/27/2024	20240227		-5,573.22
Hawkins, Inc.	Bill Pmt -Check	02/27/2024	3455		-945.75
HERC RENTALS	Bill Pmt -Check	02/27/2024	3456		-3,938.70
IRS	Liability Check	02/01/2024	201202390	74-2053043	-2,361.32
	Liability Check	02/15/2024	215202490	74-2053043	-2,361.00
	Liability Check	02/29/2024	229202490	74-2053043	-2,266.52
MERCER CONTROLS, INC.	Bill Pmt -Check	02/27/2024	3457		-1,711.91
OREILLY AUTO PARTS	Bill Pmt -Check	02/27/2024	3458		-890.09
PENNEY'S ELECTRIC INC	Bill Pmt -Check	02/27/2024	3459		-1,960.86
PVS DX, INC	Bill Pmt -Check	02/27/2024	3460		-6,792.96
Texas Rural Water Association	Bill Pmt -Check	02/27/2024	3461	Annual Dues	-1,943.00
UNITED RENTALS	Bill Pmt -Check	02/27/2024	3462		-2,577.49
United States Post Office	Bill Pmt -Check	02/28/2024	3465	March & April bill postage	-1,000.00
WASTE CONNECTIONS	Bill Pmt -Check	02/27/2024	3464		-27,438.71
Water of Texas	Bill Pmt -Check	02/27/2024	3483		-739.70

Village of Surfside Beach GF
Transaction List by Vendor
February 2024

	Type	Date	Num	Memo	Amount
Baker Donelson	Bill Pmt -Check	02/22/2024	5752		-4,686.50
BLUE RIBBON TACTICAL	Bill Pmt -Check	02/06/2024	5735		-3,392.21
	Bill Pmt -Check	02/27/2024	5775		-4,931.63
BOUNDTREE MEDICAL, LLC	Bill Pmt -Check	02/22/2024	5753		-378.19
BRINKS	Bill Pmt -Check	02/06/2024	5736		-250.66
	Bill Pmt -Check	02/22/2024	5754		-255.48
BTIS	Bill Pmt -Check	02/06/2024	5737		-75.00
Chris Beall	Bill Pmt -Check	02/06/2024	5738	Report writing training CE training conference reir	-150.00
	Bill Pmt -Check	02/22/2024	5755		-45.40
Cintas	Bill Pmt -Check	02/06/2024	5739		-413.82
	Bill Pmt -Check	02/22/2024	5756		-149.06
CITY OF CLUTE	Bill Pmt -Check	02/06/2024	5740		-20.00
COREY ANDERSON	Bill Pmt -Check	02/06/2024	5741		-1,800.00
Domain Listings	Bill Pmt -Check	02/06/2024	5742		-288.00
ENGIE ENERGY	Bill Pmt -Check	02/27/2024	20240227		-2,005.17
Function 4, LLC	Bill Pmt -Check	02/22/2024	5757		-56.50
G&J Trophy	Bill Pmt -Check	02/06/2024	5743		-98.00
HARRIS COUNTY RADIO - SERVICES	Bill Pmt -Check	02/06/2024	5744		-51.00
Henry Schain, Inc	Bill Pmt -Check	02/06/2024	5745		-1,008.13
IRS	Liability Check	02/01/2024	201202490	74-2053043	-12,299.76
	Liability Check	02/15/2024	215202490	74-2053043	-11,177.18
	Liability Check	02/29/2024	229202490	74-2053043	-11,865.60
KONICA MINOLTA PREMIER FINANCE	Bill Pmt -Check	02/22/2024	5758		-207.80
Labor Compliant	Bill Pmt -Check	02/22/2024	5759		-269.00
LOWES	Bill Pmt -Check	02/22/2024	5760	Account #89000650095	-1,037.35
Luycx Plumbing Co., Inc.	Bill Pmt -Check	02/22/2024	5761		-492.58
Mark R. Adams	Bill Pmt -Check	02/22/2024	5762		-1,098.50
NETDATA	Bill Pmt -Check	02/22/2024	5763		-6,360.00
NETPROTEC LLC	Bill Pmt -Check	02/22/2024	5764		-540.75
O'REILLY AUTO PARTS	Bill Pmt -Check	02/22/2024	5765		-642.96
PATTON RITTER	Check	02/01/2024	201202431		-2,000.00
PENNEY'S ELECTRIC CO INC	Bill Pmt -Check	02/06/2024	5746		-1,314.78
PERFORMANCE TRANS & AUTO REPAIR IN	Bill Pmt -Check	02/22/2024	5766		-1,517.88
PITNEY BOWES	Bill Pmt -Check	02/22/2024	5767		-80.82
QUILL CORPORATION	Bill Pmt -Check	02/06/2024	5747	6333848	-302.20
	Bill Pmt -Check	02/27/2024	5776	6333848	-53.65
R & M TELEPHONE SERVICE, INC.	Bill Pmt -Check	02/22/2024	5768		-30.80
Seth Miles	Bill Pmt -Check	02/27/2024	5777		-5,000.00
SHRED-IT	Bill Pmt -Check	02/22/2024	5769		-114.12
SUBURBAN PROPANE					

VILLAGE OF SURFSIDE BEACH BF
Transaction List by Vendor
February 2024

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>
BCSS					
	Bill Pmt -Check	02/06/2024	2611		-2,028.00
IRS					
	Liability Check	02/01/2024	201202490	74-2053043	-1,183.90
	Liability Check	02/15/2024	215202490	74-2053043	-1,031.26
	Liability Check	02/29/2024	229202490	74-2053043	-1,008.20
SPRINT					
	Bill Pmt -Check	02/21/2024	2612		-4,760.21
TEXAS CHILD SUPPORT SDU					
	Liability Check	02/01/2024	201202491	0010073128/53144	-486.55
	Liability Check	02/15/2024	215202491	0010073128/53144	-131.60

PROCLAMATION

WHEREAS, the Department of Housing and Urban Development has initiated the sponsorship of activities during the month of April of each year designed to reinforce the Department's commitment to the concept of Fair Housing and Equal Opportunity; and

WHEREAS, The Village of Surfside Beach affirmatively supports the efforts of the Federal Government and the State of Texas to assure equal access to all Americans to rental housing and homeownership opportunities; and

WHEREAS, The Village of Surfside Beach welcomes this opportunity to reaffirm its commitment to provide equal access to housing to all of its residents without regard to race, color, religion, sex (including gender identity and sexual orientation), disability, familial status, national origin or source of income; and

WHEREAS, The Village of Surfside Beach affirmatively supports programs that will educate the public concerning their rights to equal housing opportunities and to participate in efforts with other organizations to assure every person their right to fair housing; and

WHEREAS, The Village of Surfside Beach is honored to join the Federal Government, the State of Texas, and local jurisdictions across America in celebrating the rich diversity of our people and the right of all citizens to live where they choose without fear of discrimination.

NOW, THEREFORE, be it resolved, The Village of Surfside Beach does hereby proclaim April as the month to celebrate and honor all efforts which guarantee the right to live free of discriminatory housing practices and proclaim this month as:

“FAIR HOUSING MONTH”

and urge all local officials and public and private organizations to join activities designed to further Fair Housing objectives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of The Village of Surfside Beach to be affixed this the 9th day of April, 2024.

Mayor

RESOLUTION NO. 04.12.24

A RESOLUTION OF THE VILLAGE OF SURFSIDE BEACH ADOPTING THE **Brazoria County Hazard Mitigation Plan 2023**.

WHEREAS , THE VILLAGE OF SURFSIDE BEACH recognizes the threat that natural hazards pose to people and property within its jurisdiction; and

WHEREAS THE VILLAGE OF SURFSIDE BEACH has prepared a multi-hazard mitigation plan, hereby known as **Brazoria County Hazard Mitigation Plan 2023** accordance with federal laws, including the [Robert T. Stafford Disaster Relief and Emergency Assistance Act](#), as amended; the [National Flood Insurance Act of 1968](#), as amended; and the [National Dam Safety Program Act](#), as amended; and

WHEREAS **Brazoria County Hazard Mitigation Plan 2023** identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in its jurisdiction from the impacts of future hazards and disasters; and

WHEREAS adoption by THE VILLAGE OF SURFSIDE BEACH demonstrates its commitment to hazard mitigation and achieving the goals outlined in the **Brazoria County Hazard Mitigation Plan 2023**.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE OF SURFSIDE BEACH, TEXAS, THAT:

In accordance with the Texas Local Government Code, THE VILLAGE OF SURFSIDE BEACH adopts the **Brazoria County Hazard Mitigation Plan 2023**. While content related to THE VILLAGE OF SURFSIDE BEACH may require revisions to meet the plan approval requirements, changes occurring after adoption will not require THE VILLAGE OF SURFSIDE BEACH to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

ADOPTED by a vote OF THE VILLAGE OF SURFSIDE BEACH, Texas, this 9th day of April, 2024.

MAYOR

City Secretary

Ordinance 2024.04.09B

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE III, OF THE CODE OF ORDINANCES OF THE VILLAGE OF SURFSIDE BEACH, TEXAS; REPEALING VILLAGE SECRETARY ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; 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 2, Article 3, Section 2-165 of the Code of Ordinances of the Village of Surfside Beach, Texas, is amended, and subsections seven (7) through eleven (11) are repealed as follows:

Sec. 2-165. – Duties.

The secretary of the village shall have and perform the following duties:

- (1) Attend every meeting of the city council and keep accurate minutes of the proceedings thereof in a well-bound book;
- (2) Keep the corporate seal and attest and affix the seal to all documents when required to do so by law;
- (3) Take charge and preserve the original of each ordinance and resolution passed by the city council, as well as all other books, papers, records, documents and files of the village;

(4) Make out and give notices of all regular special meetings in accordance with law and the instructions of the mayor of the village;

(5) Do and perform all such other acts and duties as the laws of the state may impose generally on city secretaries;

(6) Do and perform such other acts and duties not inconsistent with the laws of the state as the city council of the village may hereafter require from time to time;

~~(7) Draw all checks and warrants upon the funds of the village, when instructed to do so by the city council of the village and countersign the same with the mayor of the village;~~

~~(8) Receive and deposit in the depository designated by the city council all money belonging to the village, and issue official receipts for money so received;~~

~~(9) Keep a current record of all receipts and disbursements in a well-bound book;~~

~~(10) Render a full and complete account of all receipts and disbursements at such times as may be required by the city council;~~

~~(11) Do and perform all such other acts and duties as the laws of the state may impose on village treasurers generally.~~

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 2024-04-09C

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE III, OF THE CODE OF ORDINANCES OF THE VILLAGE OF SURFSIDE BEACH, TEXAS; CREATING A FINANCE DIRECTOR; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; 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 2, Article 3, of the Code of Ordinances of the Village of Surfside Beach, Texas, is amended, to read as follows:

DIVISION 2. – SECRETARY AND FINANCE DIRECTOR.

Sec. 2-166. – Office Created.

There is hereby created for the Village the office of Finance Director.

Sec. 2-167. – Duties.

The Finance Director of the Village shall have and perform the following duties:

- (1) Compile the estimates of revenues and expenditures for the budget as directed by the mayor;
- (2) Supervise and be responsible for the disbursement of all moneys and have control over all expenditures to ensure that budget appropriations are not exceeded;
- (3) Maintain a general accounting system for the city government; keep books for and exercise financial budgetary control; keep separate accounts for the items of

appropriation contained in the city budget, each of which accounts shall show the amount of the appropriation, the amounts paid therefrom, the unpaid obligations against it and the unencumbered balance; and require reports of receipts and disbursements from each receiving and spending agency of the city government to be made daily or at such intervals as the Finance Director may deem expedient;

(4) Submit to the council monthly statements in sufficient detail to show the exact financial condition of the city;

(5) Prepare, as of the end of each fiscal year, a complete financial statement and report;

(6) Collect all taxes, special assessments, license fees and other revenues of the city or for whose collection the city is responsible and receive all money receivable by the city from the state or federal government, or from any court, or from any office, department or agency of the city;

(7) Serve as ex officio city treasurer and shall have custody of all public funds belonging to or under the control of the city, and deposit all funds coming into the director's hands in such depositories as may be designated by the council;

(8) Have custody of all investments and invested funds of the city government, or in possession of such government in a fiduciary capacity, and have the safe-keeping of all bonds and notes of the city and the receipt and delivery of city bonds and notes for transfer, registration or exchange;

(9) Supervise and be responsible for implementing a process for the purchase of all supplies, materials, equipment and other articles used by any office, department or agency of the city government; and

(10) Review and certify that there is an unencumbered appropriation and available funds before an expenditure is made.

(11) Draw all checks and warrants upon the funds of the village, when instructed to do so by the city council of the village and countersign the same with the mayor of the village;

(12) Do and perform all such other acts and duties as the laws of the state may impose on village treasurers generally.

Sec. 2-168. – Surety Bond.

The Finance Director shall provide a bond with such surety in and in such amount as the council may require, except that such bond shall be in an amount of not less than \$10,000.00

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

Amanda Davenport

From: Jon Gerber
Sent: Thursday, April 4, 2024 7:58 AM
To: Amanda Davenport
Subject: April Agenda

Discuss and take possible action to modify ordinance

Sec. 2-90. - Special and emergency meetings.

An emergency meeting is one held in case of emergency or urgent public necessity where only two hours notice thereof is required by the Texas Open Meetings Act, codified as V.T.C.A., Government Code § 551.045. A special meeting is any meeting other than an emergency meeting or a regular meeting. An emergency or special meeting may be called by the mayor or any 2 of the councilmembers. The person or people calling such meeting shall be responsible for complying with the notice provisions of the Texas Open Meetings Act, V.T.C.A., Government Code ch. 551, and the time at which such meetings shall begin shall be the time specified in such notice.

Thanks You

Jonathan Gerber

Alderman At Large

Sent from my iPhone

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

**INTERLOCAL COOPERATION AGREEMENT FOR
COLLECTION OF TAXES AND PID ASSESSMENTS FOR
VILLAGE OF SURFSIDE BEACH**

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into by and between **BRAZORIA COUNTY, TEXAS** (the “County”) and **VILLAGE OF SURFSIDE BEACH** (the “Village”) (singularly and collectively, the “Party” and “Parties”) pursuant to the Interlocal Cooperation Act, Texas Government Code chapter 791, Texas Property Tax Code sections 6.23 and 6.24, and Texas Local Government Code section 372.0175, with the agreement, consent, and participation of the Brazoria County Tax Assessor-Collector (the “Tax Assessor-Collector”).

**I.
RECITALS**

1.1 The County is a political subdivision of the State of Texas, acting by and through its Commissioners Court.

1.2 The Village is a political subdivision of the State of Texas, acting by and through its governing body.

1.3 The Tax Assessor-Collector is the duly elected tax assessor-collector for Brazoria County, Texas.

1.4 Texas Property Tax Code section 6.24, Texas Local Government Code section 372.0175, and Texas Government Code chapter 791 authorize political subdivisions of the State of Texas to enter into interlocal contracts for the provision of tax assessment and collection services and public improvement district (“PID”) assessment collection services.

1.5 The County, with the approval of the Tax Assessor-Collector, has agreed to provide tax assessment and collection services and PID assessment collection services, as specified in this Agreement, for the Village.

1.6 The Village has agreed to authorize the County to provide tax assessment and collection services and PID assessment collection services, as specified in this Agreement, for the Village.

1.7 The Village has the authority to authorize the County to act as tax assessor-collector, as specified in this Agreement, and the County has the authority to act in that capacity.

1.8 The County and the Village agree it is in the best interest of the citizens of Brazoria County to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, the County and the Village agree as follows:

II. COUNTY OBLIGATIONS

The County hereby agrees, during the term of this Agreement, to the following:

2.1 The County shall comply with all provisions of the Texas Property Tax Code and Local Government Code, as amended, regarding collection of ad valorem property taxes and PID assessments.

2.2 Except as otherwise provided in this Agreement, in all matters pertaining to the assessment and collection of taxes for the Village, the County, through the Tax Assessor-Collector, shall perform the duties of tax assessment and collection and PID assessment collection for the Village for accounts within the jurisdiction of the Village. The County's duties under this Agreement include, but are not limited to, performing timely and accurate calculations and publications of applicable tax rates and entering into agreements for the payment of delinquent taxes by installment as provided by Texas Property Tax Code section 33.02.

2.3 The Tax Assessor-Collector shall provide customary notices and billings concerning taxes and PID assessments owed to the Village and will collect and process through the County's bank account all income received therefrom, in the general manner and at the same times in which the Tax Assessor-Collector assesses and collects taxes for the County and other taxing entities.

2.4 The taxes and assessments collected by the County for the Village shall be remitted by electronic automated clearing house transactions ("ACH") to the Village's designated depository. Refunds to taxpayers and taxpayer checks returned from banks shall be deducted from County's remittance to the Village. The Tax Assessor-Collector shall remit to the Village all tax proceeds and PID assessments collected for the Village no less than twice weekly during heavy payment periods, as determined by the Tax Assessor-Collector, and no less than once weekly during slow periods. Actual funds collected by the Tax Assessor-Collector shall be remitted to the Village within three (3) business days of receipt during heavy payment periods and within five (5) business days during slow periods. Disbursements shall be subject to the Village bearing any ACH transfer fee required by an agreement between the County and the County's depository then in effect.

2.5 The Tax Assessor-Collector shall provide the Village monthly and annual reports as required by Texas Property Tax Code section 31.10.

2.6 The Tax Assessor-Collector shall provide the Village annual reports, prepared by independent certified public accountants, on both the design of the system and compliance tests that are directed to specific objectives of internal accounting control. For the purpose of these reports, the "system" is the internal control structure policies and procedures of the office of the Tax Assessor-Collector, which includes the control environment, the accounting system, and the

control procedures. These reports shall be in accordance with Statement of Auditing Standards Number 44, "Special-Purpose Reports on Internal Accounting Control at Service Organizations," as issued by the American Institute of Certified Public Accountants.

2.7 The Tax Assessor-Collector shall provide the Village a copy of existing bonds required by Texas Property Tax Code section 6.28.

2.8. The County shall bill the Village no later than the 31st day of December each year for the annual charge for assessing and collecting taxes and PID assessments under this Agreement.

2.9 In performing services under this Agreement, neither the Tax Assessor-Collector, nor any official, employee, or agent of the Tax-Assessor Collector or the County, shall be considered an officer or employee of the Village.

III. VILLAGE OBLIGATIONS

The Village hereby agrees, during the term of this Agreement, to the following:

3.1 The Village shall comply with all provisions of the Texas Property Tax Code and Local Government Code, as amended, regarding collection of ad valorem property taxes and PID assessments.

3.2 The Village shall adopt a tax rate in accordance with Texas Property Tax Code Section 26.05. The Village shall reimburse the County for any additional costs incurred by County for any delay in adopting a tax rate.

3.3 For services related to the collection of ad valorem property taxes rendered pursuant to this Agreement, the Village agrees to pay the County an annual charge of Thirty-Six Cents (\$0.36) per parcel as the actual costs incurred. The Parties acknowledge and agree the compensation under this Agreement is reasonable compensation, as allowed by Texas Property Tax Code section 6.27, which does not exceed the actual costs incurred, for assessing and collecting taxes for the Village.

3.4 For services related to PID assessment collection rendered pursuant to this Agreement, the Village shall also pay the County the following for each PID: (1) an annual charge of Thirty-Six Cents (\$0.36) per parcel and (2) an initial set-up fee of One Thousand Dollars and No Cents (\$1,000.00), as the actual costs incurred. The Parties acknowledge and agree the compensation under this Agreement is reasonable compensation, as allowed by Texas Property Tax Code Section 6.27, which does not exceed the actual costs incurred, for collecting PID assessments for the Village.

3.5 The Parties further agree the amount to be paid by the Village to the County under this Agreement may be evaluated by the Tax Assessor-Collector, at a minimum, every three (3) years. The Parties agree the amount to be paid by the Village to the County under this Agreement may be adjusted by the Tax Assessor-Collector after an evaluation. In the event of an adjustment,

the Tax Assessor-Collector shall notify the Village, and this Agreement shall then renew at the adjusted rate without need to amend this Agreement.

3.6 The Village shall pay the County amounts billed under this Agreement forty-five (45) days after the Village's receipt of the bill. If such amounts are not timely paid, the County may withhold the amounts from future disbursements.

3.7 The Village shall ensure the Tax Assessor-Collector is notified no later than May 1 of the applicable year when requested to collect assessments for a new PID. The Village shall also ensure the Tax Assessor-Collector is provided an assessment roll for each PID no later than September 1 of each year.

3.8 The Village shall promptly provide to the Tax Assessor-Collector, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. The Village shall provide accurate information to the Tax Assessor-Collector to permit the timely and accurate calculations and publications of applicable tax rates.

3.9 The Village hereby designates the Tax Assessor-Collector as the person to perform calculations of all applicable tax rates and all other functions incident to those calculations, such as notices, as required by Texas Property Tax Code chapter 26 based on accurate information provided to the Tax Assessor-Collector from Appraisal Districts and the Village.

3.10 The Parties acknowledge and agree that the Village has and retains the exclusive authority to contract with private legal counsel for the collection of delinquent property taxes and PID assessments, as provided in Texas Property Tax Code section 6.30. The Tax Assessor-Collector shall cooperate with delinquent tax collection attorney(s) so designated and shall have the authority to pay said attorney(s) the fees or commissions agreed upon between the Village and the attorney(s) out of the proceeds received from the collection of delinquent tax accounts and PID assessments. In the event the Village does not designate private legal counsel for the collection of delinquent property taxes and PID assessments, the Village shall utilize the same private legal counsel as the County.

3.11 In the event the County waives any penalty and/or interest on any parcel, pursuant to Texas Property Tax Code section 33.011, the Village consents to the waiver of the penalty and/or interest on the same parcel and hereby authorizes the County to waive such penalty and/or interest on behalf of the Village.

3.12 The Village's performance under this Agreement is conditioned on the appropriation of funds by the Village on an annual basis for payment of the amounts owed to the County under this Agreement and shall constitute a commitment of current revenues only. The failure by the Village's governing body to appropriate funds sufficient for payment of the County's collections and performance herein shall be grounds for termination of this Agreement.

IV. TERM AND TERMINATION

4.1 This Agreement shall be effective on May 1, 2024, and shall remain in full force and effect for one year, through April 30, 2025. This Agreement shall automatically renew on May 1, 2025, for a period of one (1) year, and shall automatically renew thereafter on an annual basis.

4.2 Either Party may terminate this Agreement for any reason by providing written notice to the other Party at least ninety (90) days prior to the date of termination. This Agreement may also be terminated at any time and for any reason, without any prior notice, upon written agreement by the Parties.

4.3 In the event of termination of this Agreement by the Village, the Village shall assume all contractual obligations entered into with the County for services rendered under this Agreement to the Village for the duration of the term of the Agreement and any renewal, and the County shall be relieved of all contractual obligations under this Agreement.

V. ENTIRETY

5.1 This Agreement and all promises contained in it supersede any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement.

5.2 The Agreement contains all the covenants and agreements between the Parties relating in any way to their obligations under this Agreement.

5.3 Each Party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding.

VI. FORCE MAJEURE

6.1 The Parties shall not be liable or responsible to each other for any delay, loss, failure, or inability to perform their obligations as described herein which is caused by "force majeure." The term "force majeure" includes, but is not limited to, acts of God, strikes, acts of a public enemy, wars, mines or other items of ordnance, blockages, public rioting, lightning, fire, hurricanes, floods, storms, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and peoples, civil disturbances, breakage or accident to machinery or lines of equipment, temporary failures of equipment, freezing of equipment, and any other causes, whether of the kinds specifically enumerated above or otherwise, which are not reasonably within the control of the Parties and which by the exercise of reasonable due diligence could not reasonably be prevented or overcome.

6.2 In the event time limits are not met under this Agreement as a result of force majeure, the Party whose performance is due shall have an extension of the time limit or deadline equal to the number of days for which the force majeure condition existed. After the force majeure condition has ended, the Agreement shall continue under the same operations and circumstances as existed prior to the force majeure event.

6.3 Events reasonably within the control of the respective Party shall not constitute force majeure and shall be remedied with the exercise of due diligence. The Parties shall use all reasonable means to remove all contingencies affecting the performance of this Agreement as quickly as is reasonably possible. This clause does not relieve any Party from its obligations to make any payments of amounts then due for previous work or obligations contemplated and performed under this Agreement, and neither Party's time for performance shall be extended for any event which is reasonably within the control of such Party.

VII. **LIABILITY, SUPPLEMENTAL SURETY BOND,** **AND NO IMMUNITY WAIVER**

7.1 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

7.2 The County recommends that the Village obtain an additional and adequate surety bond for the County and Tax Assessor/Collector specifically related to all services, actual and anticipated, to be performed and rendered hereunder. The Village agrees to pay all associated premiums for such bond.

7.3 The Parties expressly understand and agree that, in the execution of this Agreement and the performance of obligations herein, the Parties do not waive, nor shall they be deemed to have waived, any immunity or defense that would otherwise be available to the Parties or their officials, officers, employees, and/or agents against claims arising in the exercise of governmental powers and functions, including, but not limited to, sovereign and/or governmental immunity. This Agreement is expressly made subject to the Parties' sovereign and/or governmental immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code, and all applicable federal and state laws.

VIII. **MISCELLANEOUS**

8.1 Notices. Any notice required under this Agreement shall be in writing and shall be duly served when deposited, with proper postage prepaid, and duly registered or certified, return receipt requested, in a United States Post Office, addressed as specified below. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be delivered at the following addresses:

THE COUNTY:

Kristin R. Bulanek
Brazoria County Tax Assessor-Collector
111 East Locust
Angleton, TX 77515

THE VILLAGE:

[NAME]
[TITLE]
[ADDRESS]

With a copy to:

Chief – Civil Division
Brazoria County Criminal
District Attorney’s Office
111 E. Locust, Suite 408A
Angleton, Texas 77515

[Redacted]
[Redacted]
[Redacted]

8.2 Severability. If any term or provision in this Agreement is, for any reason, held invalid, illegal, or unenforceable by any court of competent jurisdiction, the Parties shall by written amendment make it valid, legal, or enforceable; however, if any term or provision in this Agreement cannot be amended to make it valid, legal, or enforceable while still providing the effect desired by both Parties, said term or provision shall be deemed a separate, distinct, and independent provision, shall be constructed as having never been contained in this Agreement, and shall not affect the validity, legality, or enforceability of the remaining terms and provisions in this Agreement, which shall remain in full force and effect.

8.3 Amendment. No amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding unless it is in writing, references this Agreement, is dated subsequent to the Effective Date of this Agreement, and is duly executed by authorized representatives of both Parties.

8.4 Authorized Representative. Each Party to this Agreement represents to the other Party that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained.

8.5 No Joint Enterprise. Nothing in this Agreement shall be deemed or construed by the Parties, nor any third party, as creating a relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, or joint owners between the Parties. This Agreement does not and shall not be construed to entitle either Party or any of their respective officials, employees, or agents, if applicable, to any benefit, privilege, or other amenities of employment from the other Party.

8.6 Successors and Assigns. Neither Party may assign or transfer its interest in or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. This Agreement binds and is for the sole and exclusive benefit of the Parties and their legal

successors, including, without limitation, any successor governmental agency or entity to either Party.

8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

8.8 Exclusive Jurisdiction and Venue. Exclusive jurisdiction and venue for all legal actions related to this Agreement shall be in Brazoria County, Texas. The Parties waive any objection to the adjudication of all court actions related to this Agreement in Brazoria County, Texas.

8.9 Authorship. This Agreement shall not be construed in favor of or against any Party on the basis that the Party did or did not authorize this Agreement.

8.10 Titles or Headings. Any titles or headings of sections and paragraphs in this Agreement are included solely for convenience, shall not be considered a part of the Agreement, shall not in any way serve to modify or restrict any term or provision, and shall not be considered in ascertaining intent.

8.11 Including. Wherever the word “including” is used, it is deemed to mean “including, without limitation.”

8.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their following properly authorized officers, having the necessary authority to execute this Agreement on behalf of the Parties, and made this Agreement effective as of the last date listed below:

BRAZORIA COUNTY, TEXAS:

VILLAGE OF SURFSIDE BEACH:

By: _____
L.M. “Matt” Sebesta, Jr.
COUNTY JUDGE

By: _____
[NAME]
[TITLE]

Date: _____

Date: _____

By: _____
Kristin R. Bulanek
TAX ASSESSOR-COLLECTOR

Date: _____



GOVERNMENT CAPITAL
CORPORATION

RESOLUTION

**A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING
"HEAVY EQUIPMENT".**

WHEREAS, Village of Surfside Beach (the "Issuer") desires to enter into that certain Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Heavy Equipment". The Issuer desires to designate this Finance Contract as a "qualified tax-exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY CITY OF SURFSIDE BEACH:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "Heavy Equipment".

Section 2. That the Finance Contract by and between the Village of Surfside Beach and GCC is designated by the Issuer as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer appoints the Finance Director or the Finance Director's designee, as the authorized signer of the Finance Contract by and between the Village of Surfside Beach and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

Section 4. The Issuer will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

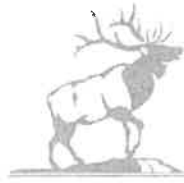
This Resolution has been PASSED upon Motion made by Board Member _____, seconded by Board Member _____ by a vote of _____ Ayes to _____ Nays and is effective this _____, 2024.

Issuer: City of Surfside Beach

Witness Signature

NAME: _____
Mayor

NAME: _____
City Secretary



**GOVERNMENT CAPITAL
CORPORATION**

Financing Proposal

Prepared For



The Village of Surfside Beach

March 26, 2024

Submitted By

Government Capital Corporation

345 Miron Drive
Southlake, Texas 76092

Cody Thomas

Municipal Finance Specialist

817-722-0208



GOVERNMENT CAPITAL
CORPORATION

Table of Contents

Corporate Overview	3
Representative Experience	3
Partial Listing of Texas City Clients	4
Proposal Summary	5
Resolution	6



GOVERNMENT CAPITAL CORPORATION

Corporate Overview

Government Capital Corporation (GCC) was founded in 1992 with the primary purpose of providing tax-exempt financing solutions for state and local government entities including cities, schools, counties, and special districts. Since our inception, GCC and its affiliates have provided financing solutions exceeding \$6 billion for many different types of projects. These financings have provided funding for a wide variety of municipal needs including vehicles, technology, facilities, and heavy-duty equipment. Although we serve clients in all 50 states, one of our primary areas of focus is assisting Texas cities with acquiring essential personal property and equipment. Our team possesses extensive experience assisting local Texas governments in creating, evaluating and implementing financing structures of every type authorized by state borrowing authorities. Since our inception, we've been honored to provide financing solutions for over 560 Texas cities, representing over 45 percent of the cities in the state. In many cases, we have helped our clients adapt to and comply with regulatory changes as well as enable them to execute financings more rapidly, efficiently, and economically.

Representative Experience

City of Mathis - Government Capital's longest client relationship is with the City of Mathis, Texas. From the firm's very first funding in January of 1993 to the present day, GCC has provided the City of Mathis with millions of dollars in financing. Projects have included public works, public safety, capital equipment, energy efficiency, and technology improvements as well as various economic development projects.

City of San Saba - For over 20 years, Government Capital has assisted the City of San Saba with providing tailored financing solutions for more than 55 projects. With GCC's support, the city has financed a wide variety of vehicles, equipment, infrastructure improvements, and real estate acquisitions. The city's Economic Development Corporation has also partnered with Government Capital to fund playground and water park projects.

City of Van Horn - Since 2002, GCC has partnered with the City of Van Horn to create various financing solutions that fit the needs of the city. Projects have included numerous vehicle and equipment acquisitions as well as utility improvement projects.

City of Corrigan - Government Capital's relationship with the City of Corrigan began in 2006 and has included funding a variety of acquisitions for police vehicles, technology, and public safety equipment. Most recently, the city financed a water meter replacement project to install radio-read meters to recapture water loss.

City of Hillsboro - Since 2010, the City of Hillsboro and Government Capital have completed numerous projects and acquisitions together. These projects have included public safety vehicle acquisitions, HVAC upgrades, capital equipment procurement, and utility meter updates. Most recently, the city financed hardware and software technology upgrades for the police department.

City of Post - Government Capital has partnered with the City of Post since 2020 to fund projects from heavy equipment acquisitions to water meter replacements. Additionally, GCC has provided multiple refinancings designed to reduce interest costs, allowing the city to reallocate critical funds.

City of La Feria - Since 2005, Government Capital has provided financing solutions to the City of La Feria. Funded projects have included acquiring public safety vehicles and public works equipment. Most recently, GCC funded a city-wide utility meter replacement project.



GOVERNMENT CAPITAL
CORPORATION

Partial Listing of Texas City Clients



City of Brady



City of Stephenville



City of Troup



City of Anson



City of Dilley



City of Early



City of Eastland



City of Katy



City of Ralls



City of Poteet



City of Dublin



City of Whitney



Town of Anthony



City of Panhandle



City of Roma



City of Liberty Hill



City of East Tawakoni



Town of Pecos City



City of Dalhart



City of Hidalgo



City of Mineral Wells



City of Chandler



City of Lamesa



City of Canyon



GOVERNMENT CAPITAL CORPORATION

March 26, 2024

Ms. Toni Truly
Village of Surfside Beach
(979) 233-1531
finance@surfsidetx.org

Dear Ms. Truly,

Thank you for the opportunity to present the proposed financing of a mini excavator for the Village of Surfside Beach. I am submitting for your review the following proposed structure:

ISSUER:	The Village of Surfside Beach, TX		
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005		
EQUIPMENT COST:	\$ 32,987.50		
MONTHLY TERM:	36 Payments	48 Payments	60 Payments
INTEREST RATE:	7.957%	7.977%	7.997%
PAYMENT AMOUNT:	\$ 1,033.05	\$ 804.97	\$ 668.82
PAYMENTS BEGINNING:	30 Days from signing, monthly thereafter		
QUARTERLY TERM:	12 Payments	16 Payments	20 Payments
INTEREST RATE:	7.957%	7.977%	7.997%
PAYMENT AMOUNT:	\$ 3,117.23	\$ 2,428.43	\$ 2,017.26
PAYMENTS BEGINNING:	90 Days from signing, quarterly thereafter		
ANNUAL TERM:	3 Payments	4 Payments	5 Payments
INTEREST RATE:	7.957%	7.977%	7.997%
PAYMENT AMOUNT:	\$ 12,790.33	\$ 9,954.51	\$ 8,108.20
PAYMENTS BEGINNING:	One year from signing, annually thereafter		

Financing for these projects would be simple, fast, and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis, assumes bank qualification, and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to fourteen (14) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies, or conditions, please do not hesitate to call.

With Best Regards,

Cody Thomas
Cody Thomas
Municipal Finance Specialist
Direct: 817-722-0208

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation. The terms of the proposed financing are being provided solely in response to your specific inquiry and for your professional consideration.

Amanda Davenport

From: Jon Gerber
Sent: Thursday, April 4, 2024 7:51 AM
To: Amanda Davenport
Subject: Agenda for April

Discuss interagency cooperation of the emergency services of Surfside Beach Texas and surrounding municipalities, and how these relationships save lives and create opportunities.
Sent from my iPhone

Amanda Davenport

From: Jon Gerber
Sent: Thursday, April 4, 2024 7:55 AM
To: Amanda Davenport
Subject: Agenda April

To discuss and take possible action on a modification to Sec 8 of the Surfside Beach Ordinance to allow residents a maximum of 6 egg laying hens with a coop 50 ft from any residential structure.
Specifically modifying :

Sec. 8-22. - Domestic farm and wild animals prohibited; variances.

(a)

It is unlawful for any person to possess or keep, within the municipal limits of the village, any domestic farm animal, including, but not limited to, horses, cattle, or swine.

Sent from my iPhone

RESOLUTION NO. 2024-04-12-CPC

RESOLUTION OF THE VILLAGE OF SURFSIDE BEACH, TEXAS, AUTHORIZING PARTICIPATION TO THE FULL EXTENT PERMITTED BY LAW IN PROCEEDINGS PERTAINING TO CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC STATEMENT OF INTENT AND APPLICATION FOR AUTHORITY TO CHANGE RATES PENDING AS PUC DOCKET NO. 56211 AND RELATED PROCEEDINGS.

WHEREAS, on March 6, 2024, CenterPoint Energy Houston Electric, LLC. (“CenterPoint”) filed a Statement of Intent and Application for Authority to Change Rates (“Statement of Intent”) within the Village of Surfside Beach, Texas (“City”), requesting a rate increase, riders, and tariff changes (collectively “New Rates”); and

WHEREAS, CenterPoint has simultaneously requested the New Rates at the Public Utility Commission of Texas (“PUC”) for customers receiving service in unincorporated areas (“environs”); and

WHEREAS, the PUC hears appeals from the ordinances of local regulatory authorities to determine just and reasonable rates; and

WHEREAS, the New Rates would affect rates, operations or services for CenterPoint retail customers within the City; and

WHEREAS, City has exclusive original jurisdiction as a local regulatory authority over the rates, operations and services of an electric utility for customers within the city pursuant to the Public Utility Regulatory Act (“PURA”); and

WHEREAS, the City has standing in each case before the PUC that relates to an electric utility providing service in the municipality pursuant to Section 33.025 of the Utilities Code; and

WHEREAS, PURA requires a local regulatory authority to make a reasonable determination of rate base, expenses, investment and rate of return and to retain the necessary personnel to determine reasonable rates; and

WHEREAS, the City is entitled to reimbursement of its reasonable costs to participate in cases that are deemed ratemaking proceedings under the Utilities Code; and

WHEREAS, the City Council finds that City’s participation with other CenterPoint serve area municipalities in the Coalition of Cities to coordinate the hiring and direction of counsel and consultants on behalf of the Coalition of Cities, including the City, will achieve coordinated efforts among similarly situated affected municipalities in order to maximize the efficient use of resources and expertise in reviewing analyzing, and investigating CenterPoint’s Statement of Intent; and

WHEREAS, the Coalition of Cities shall be led by the City of Houston, which shall direct the selection of legal counsel and consultants on behalf of the Coalition of Cities.

WHEREAS, interested parties must seek party status to comply with the intervention deadline to be set in the proceedings; and

WHEREAS, City Council has determined that it is in the best interest of the City that the City participates with the Coalition of Cities in the PUC proceedings; **NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE VILLAGE OF SURFSIDE BEACH, TEXAS;**

Section 1: That the statements and findings recited in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. That the City is hereby authorized to join with other municipalities as part of the Coalition of Cities and to participate to the fullest extent permitted by law in proceedings affecting the rates, operations and services of CenterPoint for customers within the Village of Surfside Beach, Texas and in particular regarding the Statement of Intent.

Section 3. That the City is hereby authorized to intervene in the proceedings as a member of the Coalition of Cities.

Section 4. The City authorizes the Coalition of Cities to represent the City in proceedings affecting the rates, operations and services of CenterPoint for customers within the Village of Surfside Beach and in particular regarding the Statement of Intent.

Section 5. That such outside counsel that the City of Houston may select, shall represent the City in all of the proceedings and are hereby authorized to take all legal and other actions necessary to forward the interests of the City in the proceedings and all matters related to such proceedings, including without limitation any hearings, conferences, negotiations and related Proceedings.

Section 6. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 7. That this Resolution shall take effect immediately upon its passage and approval in the manner required by the City Charter and ordinances or resolutions.

PASSED AND ADOPTED this 9th day of April, 2024

Mayor
Village of Surfside Beach, Texas

City Secretary

City of the Village of Surfside Beach, Texas Ord. No. 2024-04-09

AN ORDINANCE RELATING TO THE RETAIL ELECTRIC RATES OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC WITHIN THE CITY OF SURFSIDE BEACH, TEXAS; DENYING RATE INCREASE REQUEST AND REVISED RATE SCHEDULES AND MAINTAINING CURRENT RATES IN EFFECT; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, on March 6, 2024, CenterPoint Energy Houston Electric, LLC (“CenterPoint”) submitted a Statement of Intent and Application for Authority to Change Rates (“Application”) within the Village of Surfside Beach, Texas (“City”), requesting a rate increase, riders, and tariff changes (collectively “New Rates”); and

WHEREAS, the City, as a local regulatory authority, exercises original jurisdiction over the rates, operations and services of CenterPoint for customers located within the City under Section 33.001 of the Public Utility Regulatory Act (“PURA”) in the Texas Utilities Code; and

WHEREAS, the City is a member of the Coalition of Cities (“Coalition”) in this CenterPoint electric base rate proceeding, as approved by resolution 2024-04-12-CPC by City Council on April 9, 2024.

WHEREAS, the New Rates would affect rates, operations or services for CenterPoint retail customers within the City; and

WHEREAS, the expert utility rate consultants retained to review CenterPoint’s New Rates on behalf of the Coalition are still reviewing CenterPoint’s Application and New Rates; and

WHEREAS, City Council determines that CenterPoint’s rates in effect as of March 6, 2024, (“Current Rates”) are the just and reasonable rates to be observed and to remain in force within the City; and

WHEREAS, City Council anticipates that a denial of the New Rates will be appealed to the PUC; and

WHEREAS, denial of the New Rates would maintain the Current Rates in effect for customers within The Village of Surfside Beach, Texas until further changed under the Utilities Code; and

WHEREAS, the City Council finds that the public interest will be served by the adoption of an ordinance denying the New Rates; **NOW, THEREFORE**,

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

Section 1. That the facts contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. That CenterPoint's Application for New Rates on file with the City is denied in total.

Section 3. That the rates currently in effect as of March 6, 2024, for CenterPoint customers receiving service within the Village of Surfside Beach, Texas shall remain in effect until further changed under applicable law.

Section 4. That If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held to be invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5. That the City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law,

Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED this 9th day of April, 2024

Mayor
The Village of Surfside Beach, Texas

City Secretary