

Notice of Special Meeting of the City Council

Thursday, June 2, 2016 – 6:00 PM

Village of Surfside Beach
1304 Monument Drive
Surfside Beach, TX 77541

AGENDA FOR SPECIAL COUNCIL MEETING

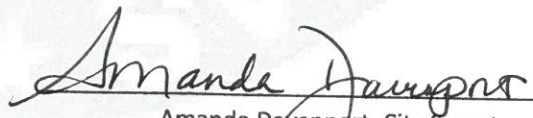
An agenda information packet is available for public inspection at City Hall.

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.

- 1) CALL TO ORDER, QUORUM IN ATTENDANCE
- 2) MOMENT OF SILENCE, PLEDGE OF ALLEGIANCE
- 3) Discuss and take possible action on an Interlocal Agreement between Brazoria County and the Village of Surfside Beach regarding usage of grant funds for improvements to the City's public water and sewer system.
- 4) Discuss and take possible action on Resolution 20160602 supporting Brazoria County's Disaster Recovery Program – General Land Office Contract No. 12-607-000-6994.
- 5) 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 door of the City Hall of the Village of Surfside Beach, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted Friday, May 27, 2016, at or before 5:00 PM, and remained so posted continuously for at least 72 hours before the scheduled time and date of the above mentioned meeting.


Amanda Davenport, City Secretary

If you plan to attend this public meeting, and you have a disability that requires special arrangements at this assembly, please contact Amanda Davenport, City Secretary, at (979) 233-1531, Extension 103, within 48 hours of the scheduled meeting date and time. We shall make reasonable accommodations to assist you with your needs.

This public notice was removed from the official posting place at the Village of Surfside Beach City Hall on the following date and time: June 3 at 1:00 PM.



Notice of Special Meeting of the City Council

Tuesday, June 2, 2016 – 6:00 PM

Village of Surfside Beach
1304 Monument Drive
Surfside Beach, TX 77541

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This public notice was removed from the official posting place at the Village of Surfside Beach City Hall on the following date and time: _____ at _____ PM.

INTERLOCAL AGREEMENT
Pursuant to the Interlocal Cooperation Act
Texas Government Code, Chapter 791

This AGREEMENT is made between BRAZORIA COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners' Court, and the VILLAGE OF SURFSIDE BEACH, hereinafter referred to as the CITY, acting through its City Council.

The COUNTY agrees to use grant funds from its Disaster Recovery Program – General Land Office (GLO) CONTRACT NO. 12-607-000-6994 to construct improvements to the CITY'S public water and sewer system, if such is acceptable to the COUNTY by the (GLO), hereinafter referred to as the GRANT. The term of this Agreement shall be from June 2, 2016 until the project is administratively closed by GLO. Either party may terminate this Agreement with thirty (30) days written notice to the other party.

The COUNTY shall:

1. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
2. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to GLO upon its request.
3. Serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, the CITY, and GLO.
4. Provide pre-bid project design changes or change orders to the CITY for its review and approval prior to authorization by the COUNTY.
5. Gain CITY approval before awarding a construction contract that exceeds the funds available in the GRANT budget.
6. Ensure that the CITY shall not be responsible for any GRANT-related costs other than those outlined herein without the CITY's written approval, except for costs associated with a violation or early termination of this Agreement by the CITY.
7. Maintain at its sole discretion the option to approve construction contracts or change orders that would result in any obligation to pay for costs that exceed available GRANT funds.
8. Automatically transfer full ownership of the grant improvements to the CITY upon acceptance by the COUNTY of the Certificate of Construction Completion.

The CITY shall:

1. Comply with the federal conflict of interest provisions at 24 CFR 85.36(b)(3) and 570.489(h) relating to the purchase of goods or services through this GRANT.
2. Comply with all COUNTY requests for information required to fulfill the COUNTY'S obligations under the GRANT.
3. Offer to provide access to the improved service to all beneficiaries of this project at its officially adopted utility rates.
4. Permit unrestricted access by the COUNTY and its selected engineering, administrative, and construction contractors to those portions of the construction site under WSC control, to allow performance of the GRANT-related duties outlined in agreements these entities shall have with the COUNTY.
5. Be solely responsible for the continued ownership, maintenance and operation of any proposed improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.

6. Pay from current revenues available to the City for any cost overruns attributable to construction contract award, change orders, project redesign, or additions to the GRANT scope of work that it has approved in writing.
7. Pay from current revenues available to the City for any costs resulting from violation or early termination of this Agreement by the CITY including repayment of any grant expenditures disallowed by GLO if the project is not completed and placed in service.
8. Automatically receive full ownership of the grant improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.
9. Provide any matching funds that it has separately committed by resolution of its City Council from current revenues available to the City.

The parties further agree that any GRANT funds provided by the COUNTY are without warranty of any kind to the CITY or any third party, and the CITY hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the COUNTY'S performance of its obligations under this Agreement. Nothing herein shall be construed to create any rights in third parties.

BRAZORIA COUNTY, TEXAS

**VILLAGE OF SURFSIDE BEACH,
TEXAS**

L.M. "Matt" Sebesta Jr.
County Judge

Larry Davison
Mayor

DATE

DATE

ATTEST:

Joyce Hudman
County Clerk

Amanda Davenport
City Secretary

RESOLUTION 20160602

A RESOLUTION OF THE VILLAGE OF SURFSIDE BEACH IN SUPPORT OF BRAZORIA COUNTY'S DISASTER RECOVERY PROGRAM – GENERAL LAND OFFICE (GLO) CONTRACT NO. 12-607-000-6994.

WHEREAS, the principally low and moderate income residents of the Surfside Shores area are within the service area of the City's water and wastewater system; and

WHEREAS, the City has the desire to provide public water and sewer system improvements in the interest of promoting public health and safety in the community;

NOW, THEREFORE, BE IT RESOLVED BY THE SURFSIDE BEACH CITY COUNCIL:

- Section 1. That the City supports the submission of an amendment from Brazoria County to the General Land Office in the amount of \$705,361.36 for funding consideration under the Disaster Recovery Program to provide sewer improvements benefiting the Surfside Shores area; in addition, the amendment will maintain \$849,550.00 in grant funds to provide water improvements benefiting various water plant locations in Surfside.
- Section 2. That the City authorizes execution by the Mayor of a separate agreement with Brazoria County that addresses the parties' relationship during the grant and the transfer of ownership and control over the facilities constructed through this project upon its successful completion.
- Section 3. That the City commits up to \$ 310,000.00 in local funds toward the activities in the amendment toward water and sewer system improvements from any lawful City funds and/or county CDBG funds.

PASSED AND APPROVED ON THE ____ DAY OF _____, 2016.

ATTEST:

Mayor

City Secretary

Sign in Sheet 6-14-2016 - City Council Meeting



Dwight / Maibel Hill

Ronald Land

Llewellyn

Glenn Turner

Pat Smith

Loz Golish

Suzan Zachariah

Jacki Stephens

Michelle Booth

Freda Guzman

Julie Ann Lawrence

Camryn Adams

D.B. Mangom

**David L. Devaney
5211 Moon Mist
San Antonio, TX 77055
928-231-0883**

**Mayor and Village Counsel
Village of Surfside Beach
Surfside Beach, TX 77541**

Respected Members of the Surfside Beach Village Counsel:

Because of a personal commitment to my family which necessitated my relocation from Surfside Beach and now requires my continued presence in San Antonio, Texas, I am no longer able to remain on the Historical Committee of the Village of Surfside Beach. Therefore please accept my resignation from this position. I have enjoyed my fifteen year relationship with the Village and look forward to the eventual completion of the reconstruction of Fort Velasco.

With great appreciation for the opportunity to serve.

Sincerely

David L. Devaney

Signed this ninth day of June 2016,

David L. Devaney

Village of Surfside Beach
1304 Monument Drive
Surfside Beach, Texas 77541
Office: 979 233-1531 Fax: 979 373-0699

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

DATE: _____

NAME: Yolanda Silva

PHONE: 713-894-7881

ADDRESS: 519 Sundial

ALTERNATE PHONE: _____

CITY/ZIP: Surfside Beach, 77541

EMAIL: ysilva26@hotmail.com

.....
APPLICATION FOR THE FOLLOWING COUNCIL APPOINTED BOARDS/COMMISSIONS/COMMITTEES (CHECK)

- BEAUTIFICATION COMMITTEE
- CITY ADVISORY PLANNING COMMISSION
- OLD VELASCO/SURFSIDE BEACH HISTORICAL COMMISSION
- BEACH ADVISORY COMMITTEE
- TOURISM COMMITTEE

PERSONAL INFORMATION:

OCCUPATION: HR consultant

ADDITIONAL EXPERIENCE: 17 years of employment law

EDUCATION: B.A. Social Science, some law school - pursuing Masters

PROFESSIONAL AND/OR OTHER COMMUNITY ACTIVITIES:

Served as PTA President two years and Vice-President for one year. Volunteered for two local elections.

PLEASE RETURN FORM TO: VILLAGE OF SURFSIDE BEACH, OFFICE OF THE CITY SECRETARY VIA FAX, MAIL, OR EMAIL.
amanda@surfsidetx.org

JOHN D. MERCER & ASSOCIATES, INC.

John D. Mercer, P.E., President

Consulting Engineers

June 10, 2016

Larry Davison, Mayor
Village of Surfside Beach
1304 Monument Dr.
Surfside, TX 77541-9522

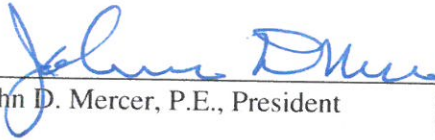
Ref: RECOMMENDATION FOR AWARD
Village of Surfside Beach - Yucca Water Plant GST Replacement Project

Dear Mayor Davison:

Bids were recently received for supply and erection of a new ground storage tank at the Yucca Water Plant. Only one bid was received. It was submitted by Superior Tank Company. The base bid for a galvanized tank was \$41,867.00. As an alternate, an additional cost of \$5,700.00 was given for a factory powder coated tank which would make the erected tank cost \$47,567.00.

Due to the current quality of the galvanizing that is available for application on ground storage tanks, it is my recommendation that the council consider the alternate bid of \$47,567.00 for the powder coated tank. In my opinion, the powder coated tank will have a longer service life than a galvanized tank and be less costly to maintain.

Sincerely,



John D. Mercer, P.E., President



JDM/lm

Date: May 31, 2016

Customer: VILLAGE OF SURFSIDE BEACH
Address: 1304 MOUNUMENT DRIVE
Cty, St, Zip: SURFSIDE BEACH, TEXAS 77541
Phone:
Fax:
Mobile:
Email: amanda@surfsidetxt.org
Attn: CITY SECRETARY

SEE OPTIONAL ITEM PAGE 5

Quote Number: 1605-28
Reference: YUCCA GST
MBE (Minority Business Enterprise) VON:3JS00005

-
- 1 21' 6 1/2" Diameter x 16' High Bolted Steel
Storage Tank complete with the following:

| | |
|----------------------|---------------------|
| Design: | AWWA D103-09 / NFPA |
| Wind: | 132 MPH |
| Deck Live Load: | 25 PSF |
| Capacity Level Full: | 43.841 Gallons |

Hot dipped galvanized per ASTM-A123, AWWA and API.
NSF in the State of Texas only.

NOTE: See General Terms, Exceptions and Clarifications for reference to
appearance and testing of galvanizing by an outside source.

-
- 1 Basic tank
 - 1 Set of standard galvanized bolts, nuts & one piece rings & washers
 - 1 Set of stamped engineering drawings & calculations
 - 1 Set of EPDM gasket material
 - 1 Flat bottom
SPECIAL NOTE: The bottom will be thoroughly vacuum tested for leak detection.
 - 1 1 on 12 slope Deck
NOTE: Non-skid paint for deck area is not included.
 - 2 30" x 46" Flush cleanouts with 2 pc covers
 - 1 20" Mushroom vent with screen
 - 3 6" X 6" Scupper vents
 - 1 30" Square deck hatch near exterior ladder
 - 1 Galvanized exterior ladder with safety cage & lockable entry

- 1 Galvanized 10 foot / 15 foot perimeter guard rail each side of exterior ladder -25 total feet (2 Rail) *
- 1 Galvanized interior ladder with stainless steel Saf-T-Climb device *
- 1 4" Overflow assembly with standard interior weir box including external downcomer pipe with brackets and flap *
- 1 4" Class D ring flange with external 6" projection for drain (150# pattern). *
- 1 4" External inlet riser pipe assembly with sch 40 down piping beginning 1'0" above grade with plain end pipe entering shell of tank approximately 1'0" below deck eave with internal 90 degree ell *
- NOTE: Dresser coupling or MJ sleeve to be furnished and installed by others. *
- 1 4" Class D ring flange with external 6" projection for outlet *
- NOTE: Gate valve to be furnished and installed by others. *
- 2 1 1/2" Unitank flanges for shell *
- 1 Target type liquid level indicator with stainless steel float *
- 1 Set of 12" high x 10 gauge galvanized grade bands *
- 1 Cost to preship grade bands to customer *
- 1 3" Hillside cast iron flange for probe by others *
- NOTE: Electrodes, external support brackets and conduit to be furnished and installed by others. *
- NOTE: Junction box to be furnished and installed by others. *

SPECIAL NOTES:

- (1) Inspection and acceptance of galvanized coating will be completed at galvanizing facility prior to shipment to jobsite. It is the responsibility of project engineer or their representative to be present and perform the inspection at the designated facility at no cost to tank manufacturer. Tank manufacturer not to be held responsible for galvanized coating issues after shipment to jobsite other than the standard touch up of areas as a result of damage during shipment and/or installation. *
- (2) To avoid the need for anchorage a minimum of 1'0" of water to remain in storage tank at all times. *
- (3) Junction box to be furnished and installed by others. *

NOTES:

- (1) Please see notes listed in "General Terms, Exceptions and Clarifications" for clarification. *
- (2) It is the contractors/customers responsibility to review this quotation in it's entirety for conformance to project bid specifications and drawings. *
- (3) Blind flanges, supply of water, pumps & hoses, any equipment or labor to fill and/or transfer water, emptying the tank/or disposing of water, during or after hydro testing is not included. *
- (4) Personnel and equipment necessary to unload tank materials are not included. *
- (5) Foundation design and installation including all corresponding items, such as padding, fiberboard, plastic, media, grouting and/or shimming, equipment, etc., is not included unless shown in the body of this quotation. *
- (5a) Anchor bolts and/or saddles including installation is not included unless shown in the body of this quotation. Should anchor bolts be included it is the sole responsibility of customer to design and construct the foundation to allow installation without obstruction. If it is discovered that anchor bolts are required and same was not included in the quotation it is the responsibility of customer to either shore or brace tank when empty. *
- (5b) Installation of foundation staves is the sole responsibility of customer including, but not limited to, offloading of materials at time of delivery, any necessary leveling, grouting, etc., that *

- may be required to provide a proper and level base for installation of the storage tank(s). Any damages or repair of same as a result of customer installation is the sole responsibility of customer including hydro test. *
- (5c) In the event project specifications and/or project engineer requests the tank manufacturer provide a foundation design with approval drawing package - customer at their own expense is to provide a geotech report from a reputable engineering firm to include all necessary information with foundation design recommendations based on findings to allow proper design of foundation *
- (5d) It is the customers responsibility to make sure that their is suffecient space or area to allow necessary equipment and personnel access to perform work safely and effeciently with a minimum area of approximately 10-12 feet of clear space around the circumference of foundation and that there is no restrictions as a result of piping, buildings, overhead lines, etc.. Should it be discovered at time of of installation that proper access is not available it is the customers responsibility to furnish some form of stabilized road and or matting to allow proper access to the foundation destination including the circumference of foundation. If tank manufacturer is required to furnish the items to allow proper access as described the additional cost will be charged on a T & M basis. *
- (6) Disinfection / chlorination by others after completion of hydro test. *
- (7) Please see notes listed in "General Terms, Exceptions and Clarifications" for clarification on water used for hydro test of storage tank. *
- (8) If some form of mastic is used on the foundation customer to furnish plastic to cover prior to start up of erection. *
- (9) Safety cage of exterior ladder to begin 8'0" above grade or tank bottom. *
- (10) Nozzles in shell of tank cannot be designed flush with floor per API 650 due to bolting requirements and are not included in this quotation. *
- (11) APPEARANCE / UNIFORM COLOR FOR GALVANIZED COATING - See General Terms, Exceptions and Clarifications for reference to appearance and testing of galvanizing by an outside source. Further, the tank manufacturer assumes no responsibility with respect to uniform color or staining of the galvanized coating. *
- Tank manufacturer recommends that the engineering firm provide inspection at the galvanizing facility prior to start up of and during the galvanizing process. Approval of galvanized materials must be received by engineering firms representative prior to shipment of the tank materials to the job site. *
- (12) We ask and suggest that the customer secure the services of a professional corrosion/metals engineer to determine whether the following exists in the storage tank environment prior to installation; A. Dissimilar metals corrosion environment. *
- B. Electrolysis and / or electrolytic action corrosion environment. C. Micro biologically induced corrosion environment. *
- (13) We ask and suggest that customer inspect the storage tank at the one year anniversary date from the date the tank is shipped to the jobsite or from the date the tank is put into service. It is also recommended that the storage tank be inspected on a yearly or bi-yearly basis from the date of initial inspection. Failure to do so could negatively impact the service life of the storage tank and void the warranty. *
- (14) WARRANTY - Unless an alternate warranty is specifically included as part of this quotation manufacturers standard one year warranty will apply and should there be a discrepany between the warranty as outlined in the project specifications and *

manufacturers standard one year warranty - "manufacturers one year warranty will govern". *

| | |
|---|---------|
| Estimated total material weight in lbs: | 15000 * |
| Estimated tare material weight in lbs: | 1500 * |
| Estimated gross material weight in lbs: | 16500 * |
| Estimated cubage: | 525 * |

| | |
|---|------------|
| Sale price K. D., F. O. B. Surfside Beach, Texas: | \$30,958 * |
|---|------------|

| | |
|---|------------|
| Erection per terms listed below: (See - ERECTION TERMS, EXCEPTIONS AND CLARIFICATIONS) | \$10,909 * |
|---|------------|

| | |
|---|------------|
| Total sale price delivered and erected: | \$41,867 * |
|---|------------|

The above pricing does not include any applicable taxes and/or any special permits or licenses that may be required. *

OPTIONAL ITEM

SHOULD CUSTOMER WANT THE ABOVE TANK TO BE FACTORY POWDER COATED WITH ENCAPSULATED HARDWARE AND INTERIOR FPC LADDER WITH SS SAF-T-CLIMB - PLEASE ADD - \$ 5,700.00

Factory Powder Coating System IV

Factory powder coated per AWWA, API & FDA as follows:
NSF in the State of Texas only.

Silica & Zirconium (SiZr) liquid seal applied for additional corrosion protection prior to coating process.

3M Scotchkote 134 (Green) Interior Epoxy (NSF 61 Approved) minimum of 8 mils d.f.t.

Dupont PFT-609-S6 (Superior Sand) Exterior Polyester minimum of 3 mils d.f.t.
with tank tan epoxy primer minimum of 3-4 mils d.f.t. for a minimum of 6-7 mils d.f.t.

Other exterior color selections available upon request, additional charges may apply.

DELIVERY AND ENGINEERING

Please allow 3 - 4 weeks from receipt of order for preparation of approval drawings.

Tank materials will be shipped approximately 8 - 10 weeks from either receipt of order or receipt and completion of design process.

Should this project or customer require the approval drawings and calculations to be stamped by a professional registered engineer please add - \$ 800.00

Additional sets of approval drawings other than the four sets that are included will be charged at \$ 25.00 per set.

GENERAL TERMS, EXCEPTIONS AND CLARIFICATIONS

Above price excludes the following unless specifically mentioned in the body of this quotation:

- (1) Foundation design, overexcavation/recompaction, grading, sub base and sub grade piping. However, should customer desire the tank manufacturer to design and/or construct the foundation an additional charge will apply.
 - a. A soils report will be necessary, and will be furnished by and at the expense of, the customer.
 - b. All information necessary for foundation design and/or construction is the responsibility of the customer.
- (2) Anchor bolts, saddles or anchoring system.
- (3) Flexible couplings, internal piping such as special skimmers, weirs and feed lines with support brackets.
- (4) Piping as follows: a. Any matching of existing piping is the responsibility of the customer. b. Gate valves, tees, extensions etc. are the responsibility of the customer. c. All interior piping. d. Exterior piping after the first flange nozzle.
- (5) Painting as follows: a. Non-skid painting for deck, walkways, stairs and ladders. b. Painting of interior and exterior parts and/or appurtenances.
- (6) Sterilization and/or chlorination including all required testing.
 - All felt, fiber board, or any materials utilized between or around tank bottom and foundation.
- (8) Equipment and personnel necessary to unload the tank materials at the job site are not included and are the responsibility of the customer.
- (9) Any additional materials or items required for pressure sensing, cathodic protection, electrical monitoring, chlorine injection, etc.
- (10) Should the disassembly of an existing tank be a part of this quotation, all equipment necessary to load or stack materials is the responsibility of the customer. In addition, all piping connected to the storage tank must be unhooked and removed to provide enough workable area to disassemble the storage tank. The existing tank must be thoroughly cleaned and all debris removed prior to the arrival of the personnel to begin disassembly. All obstructions such as electric lines, over head objects, etc., that may restrict work performed or cause work to be unsafe must be removed by customer prior to work being started.
- (11) Manufacturer assumes site is compacted, leveled, and fully accessible for the delivery of materials with a 40 ft trailer.
- (12) Special roof water shed requirements are not included, but can be incorporated for an additional charge.
- (13) Special testing of galvanized and/or factory powder coated tank materials by an outside source is not included.
- (14) All special testing of tank coatings whether galvanized or painted must be done at application facility prior to shipment of tank materials to job site. Any associated costs will be the responsibility of the customer. It is the responsibility of the project owner and/or engineer to arrange inspection at either the manufacturing or coating facility prior to shipment of tank materials either to be coated or to the job site.
- (15) The exterior appearance of galvanized materials will be in accordance with A123, Section 5.3 Appearance – Galvanized articles shall be free from uncoated areas, blisters, flux deposits, acid and black spots, and dross inclusions. Lumps, projections globules, or heavy deposits of zinc which will interfere with the intended use of the material will not be permitted.

DISCLAIMER: The requirement of uniform color and appearance is discretionary and not mentioned in ASTM-A123 or ASTM-A153, therefore the tank manufacturer takes no responsibility for this requirement should it be part of, or referenced in, the project specifications. In addition, the following statement is made part of this quotation. Superior Tank Company takes no responsibility for the appearance of the galvanized materials. Further, it is requested and recommended that the contractor or customer secure the services of an inspection firm to check all galvanized materials prior to shipment to the job site. Once the materials are shipped the job site, and are introduced to the outside environment, problems as a result of non inspection prior to shipment, or introduction to the outside environment such as "White Rust (Water stain)" or "Unsightly Appearance", are not the responsibility of the tank manufacturer.

(16) Should preinspection of tank materials prior to coating be required. It is the responsibility of the project owner and/or engineer to arrange inspection at the manufacturing or coating facility prior to the initial start up of the coating procedure. All special testing of tank coatings whether galvanized or painted must be done at application facility prior to shipment of tank materials to job site. Any additional costs due to this inspection is the responsibility of the project owner. It is also the responsibility of said to contact the coating facility prior to arrival and discuss any additional related costs that may or may not be applicable since this is not a standard requirement.

(17) It is the responsibility of the customer to secure the services of a professional corrosion/metals engineer to determine whether the following exists in the storage tank environment prior to installation. Failure to do so could negatively impact the service life of the storage tank(s) and void the warranty.

a. Dissimilar metals corrosion environment. b. Electrolysis and/or electrolytic action corrosion environment. c. Microbiologically induced corrosion environment.

(18) The tank materials furnished are designed and manufactured per Superior Tank Company standards.

(19) In the event more than one tank is being quoted, the erection price is based on all tanks being erected at same time, without any necessity for demobilization or remobilization. If this should become necessary an additional charge will apply including an additional charge for return trip or trips, including any special lifting equipment or material necessary to complete the erection or project.

(20) Should the customer require additional job site work after the initial erection is complete such as piping, painting, etc. an additional charge will apply.

(21) If the hydro test of the storage tank is postponed, an additional trip charge will apply.

(22) Should it be necessary during transportation of materials from lay down for a special transport or safety vehicle to be supplied, it is the responsibility of customer.

(23) The customer is responsible for making sure that sufficient area is available to erect each storage tank in a safe and efficient manner. If it should be sufficient work area is not available causing the erection crew to incur or consequences of "Loss of Time", any and all additional work required to complete project will done on a T & M basis. Further, the foundation height from ground level to top of foundation cannot exceed 2'0". Any height greater than this inaccessible and an additional charge will apply.

(24) Should it be necessary to institute some form of padding or wooded surface allowing roper access to the foundation during erection as a result of weather this is the responsibility of the customer.

(25) The quoted erection cost does not take into consideration adverse weather conditions that may make it an unsafe environment for the erection personnel to perform their duties. Should this situation arise after erection has started, at the discretion of the customer, the erection personnel can either remain at the job site or return to their original place of employment for redeploy at a later date when working conditions are deemed agreeable and safe for erection to resume by customer and erection personnel. In the event customer elects to have personnel remain at the jobsite the additional cost will be charged per our standard T & M rate sheet. In addition, tank manufacturer accepts no responsibility for any costs or liquidated damages resulting from delayed shipment or erection due to adverse weather conditions, acts of GOD, or situations out of its control.

(26) It is strictly forbidden to perform any act that could alter or harm either the galvanized or factory powder coated tank materials without written consent by tank manufacturer. Should this type of unauthorized act occur, such as welding or cutting, the coating warranty is void. Further, the coating warranty is void should the storage tank be utilized in a way or manner in which it is not specifically designed. This includes voiding the entire warranty should an erector or erecting company be utilized for erection of the storage tank that is not authorized by Superior Tank Company.

(27) Interior and exterior miscellaneous piping: Any and all miscellaneous such as extensions, tees, gate valves, etc. Should customer desire this additional work, it will be done on a T & M basis.

(28) Contractor is responsible for container or area set aside to utilize for disposal of trash, pallets, etc. during erection of the storage tank through completion of project.

(29) Field quality control - (a) monitoring foundation settlement is the responsibility of others, (b) manufacturers field representative / erection engineer for tank inspection is the responsibility of others. The tank erection personnel utilized at time of tank erection are considered a field representative / erection engineer for the tank manufacturer. Any and all inspection reports other than the tank manufacturers standard "job completion certificate" is not included in or a part of this quotation.

(30) Should Superior Tank Company, Inc. dismantle the tank(s) this work will be completed per our standard operational procedures. The dismantled tank will become the property of Superior Tank Company, Inc. and the job site will be left in a broom clean condition with any and all debris generated will be removed by Superior Tank Company, Inc. unless other arrangements are made prior to the order being accepted. The quoted work excludes fire watch and foundation removal. The tank must be thoroughly drained, interior cleaned and free from debris with all exterior piping removed prior to arrival of personnel. In addition, sufficient space must be available for equipment and personnel to perform the necessary work in a safe manner and environment.

(31) This proposal is exclusive of any cost associated with providing insurance coverage for, nor can we accept any liability for the negligence, whether total or partial, of any other person or entity. Any indemnity or hold harmless requirement of the bidding documents or resulting contract is hereby VOID and not applicable if the agreement requires STCI/SBTC to provide any benefit to any other party for any reason beyond the negligence, of any type of degree, of STCI/SBTC.

(32) Cancellation policy: Notification of cancellation must be received in writing within thirty days from order date or a cancellation fee of up to 25% will be assessed to cover all associated costs such as order handling, engineering, material purchases, etc.

ERECTION TERMS, EXCEPTIONS AND CLARIFICATIONS

The above erection cost does not take into consideration any restrictive wage or work hour rules, union or prevailing wage labor rates, or any special provisions such as safety schooling, safety clothing or hazardous training seminars that may be required. In addition, any requirement for 100% tie off during erection is not included. Should this be necessary (100% tie off) an additional charge will apply. This proposal is based on working our standard hours and paying our standard wages..

It is the customers/contractors responsibility to supply a level, accessible foundation and work area surrounding the foundation during the erection process. This includes any and all rework that may or may not be necessary to provide an accessible and safe work environment for the erection personnel.

Installation of foundation staves is the sole responsibility of customer including, but not limited to, offloading of materials at time of delivery, any necessary leveling, grouting, etc., that may be required to provide a proper and level base for installation of the storage tank(s). Any damages or repair of same as a result of customer installation is the sole responsibility of customer including hydro test.

The quoted erection cost does not take into consideration adverse weather conditions that may make it an unsafe environment for the erection personnel to perform their duties. Should this situation arise after erection has started, at the discretion of the customer, the erection personnel can either remain at the job site or return to their original place of employment for redeploy at a later date when working conditions are deemed agreeable and safe for erection to resume by customer and erection personnel. In the event customer elects to have personnel remain at the jobsite the additional cost will be charged per our standard T & M rate sheet. In addition, tank manufacturer accepts no responsibility for any costs or liquidated damages resulting from delayed shipment or erection due to adverse weather conditions, acts of GOD, or situations out of its control.

Hydro Test - It is the responsibility of the customer to provide within 24 hours of tank erection completion:

(1) Sufficient clean water for initial and all subsequent fillings necessary to complete the leak test.

(2) Necessary blinds, nozzles, pumps, hoses, etc. not specifically called out in original quotation.

(3) It is the responsibility of the customer to drain and dispose of any water utilized during the test.

(4) If the hydro test of the storage tank is postponed, an additional trip charge will apply per the chart below.

Special Notice: Should water not be made available as described above and a return trip is necessary an additional charge per the following cost schedule will be added to customer invoice.

Return Trips – all costs will be charged as follows:

0-50 Mile radius of Houston, TX - No Charge

51 miles and further will be charged per our published sheet which can be furnished at customer request: BOLTED TANK CONSTRUCTION RETURN TRIPS, REPAIRS, AND LABOR RATES FOR TIME & MATERIAL JOBS.

In addition, should it be necessary to utilize special lift equipment to complete the hydro test due to the erection crew removing scaffolding after initial erection of the storage tank, an additional charge to the customer will apply. This is applicable only should a return trip be required.

Price Validity: The above pricing is firm for (30) thirty days from date of quotation. Also, see "NOTES" on page of quotation with provided pricing for additional order stipulations.

Special Note: The price validity shown above is based on the possibility that STCI could experience an increase in steel, coating and hardware prices. We apologize for any inconvenience this causes our customers.

Necessary taxes will be charged unless proper certification from the state where the materials are being shipped is provided to Superior Tank Company, Inc by customer.

PAYMENT TERMS

20% Down payment at time of order placement with balance due and payable upon shipment, readiness to ship, or completion of tank if shipment is delayed by customer.

No retainages, unless previously agreed upon by both parties at time of this quotation/order.

Acceptance of the order is contingent upon payment terms and a contract document acceptable to STCI. If necessary, monthly progress payments for materials on hand and work complete may be requested based on purchasing entities credit and payment history and shall be incorporated into the sub-agreement and/or purchase order.

WARRANTY

In lieu of all other warranties, express or implied, **Superior Tank Co., Inc.**, guarantees all products of its manufacture to be free from defects in material and workmanship fully extends to its customers all guarantees and warranties to it of the manufacturer thereof. **Superior Tank Co., Inc.**'s obligation under this one year warranty, at its own discretion, shall be limited to the repair or replacement of any product of its manufacture which may prove defective, notice and claim of which shall be received in writing within one year from the date of shipment, readiness to ship, or of completion, whichever comes first, and shall not render it liable for any other or consequential damages to the purchaser or to any other persons, and shall be void upon alteration of or incorporation of additions to its products.



H. Huel Loden - Gulf Region Manager

Amanda Davenport

From: Cristal Funderburk <cristal@grantworks.net>
Sent: Thursday, June 09, 2016 10:41 AM
To: Amanda Davenport
Cc: nancyf@brazoria-county.com; John D Mercer
Subject: Re: ILA and Resolution
Attachments: Surfside Interlocal Agreement - GLO Grant 06-09-16 (1).doc

Amanda,
The county's attorney made one addition to the Interlocal Agreement section 1.4 that states the County shall determine the amount of funds to be dedicated to the projects.

At this point, the dedicated amount is the maximum of the grant.

Sorry for sending multiple versions. We just got this final edit from the DA's office.

Cristal Funderburk
Senior Project Manager

Community Development
GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756
P (512) 420-0303 ext. 318
F (888) 347-1109
www.grantworks.net

On Thu, Jun 9, 2016 at 8:43 AM, Cristal Funderburk <cristal@grantworks.net> wrote:
Amanda,
Please see attached interlocal agreement from the county's attorney.

The resolution will follow today or tomorrow morning.

Cristal Funderburk
Senior Project Manager

Community Development
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**VILLAGE OF SURFSIDE BEACH - BRAZORIA COUNTY
INTERLOCAL AGREEMENT
CONCERNING CONSTRUCTION OF IMPROVEMENTS
TO PUBLIC WATER AND SEWER SYSTEM**

**THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §**

This Interlocal Agreement (the “Agreement”) is made between the VILLAGE OF SURFSIDE BEACH, acting through its City Council (the “City”) and BRAZORIA COUNTY, TEXAS acting through its Commissioners’ Court (the “County”).

NOW THEREFORE, THE CITY AND THE COUNTY agree as follows:

I.

1.0 This Agreement is made pursuant to Texas Government Code § 791.011 in that it contemplates the furnishing of governmental functions and services between the parties as defined by Texas Government Code § 791.003(3).

1.1 Each party agrees that any payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service or materials it supplies provided for the other party’s benefit.

1.2 The City warrants that its City Council approved this Agreement by Resolution authorizing its Mayor to execute the Agreement on City’s behalf.

1.3 The County warrants that its Commissioners’ Court approved this agreement by Court Order authorizing its County Judge to execute it on the County’s behalf, and specifically approving the project listed in this Agreement.

1.4 The County agrees to dedicate grant funds from its Disaster Recovery Program, General Land Office (“GLO”) Contract Number 12-607-000-6994 (the “Grant”), to construct improvements to the City’s public water and sewer system, if such improvements are acceptable to the County and GLO. **The County shall determine the amount of funds to be dedicated from the Grant for the construction of improvements to the City’s public water and sewer system.**

1.5 Each party acknowledges and agrees that it shall furnish the services promised, whether by contractor or not, in compliance with City and County guidelines and timely provide such monies as promised herein to fund its respective share of the project.

1.6 The term of this Agreement shall be from June 15, 2016 until the project is administratively closed by GLO.

II.

2.0 The parties agree to provide the following services, either directly, or by contracting, and the following levels of funding subject to the conditions and exceptions described above:

2.1 The County's Responsibilities:

- (1) The County shall endeavor to execute its Grant responsibilities in a timely and efficient manner.
- (2) The County shall acquire, compile, and submit all receipts and documentation pertinent to the Grant.
- (3) The County shall serve as the primary contact between the City and GLO in all matters pertaining to the Grant.
- (4) The County shall not be responsible for any costs that exceed the funds dedicated from the Grant.
- (5) The County is responsible for procuring and executing agreements with all architects/engineers and contractors that are to perform project work and will comply with all applicable procurement requirements of state and federal law, and County policy, in securing services for the construction of the project.
- (6) The County shall obtain approval from the City before awarding a construction contract that exceeds the funds available under the Grant. The City shall be responsible for any such costs that exceed the funds dedicated from the Grant.
- (7) The County shall provide pre-bid project design changes or change orders to the City for its review and approval prior to authorization by the County. The City shall be responsible for any such costs that exceed the funds dedicated from the Grant.
- (8) The County is responsible for the oversight of all project work. The County shall provide the City a Certificate of Construction Completion at the end of the project. The County shall automatically transfer full ownership of the grant improvements to the City upon the County's acceptance of the Certificate of Construction Completion.

2.2 The City's Responsibilities:

- (1) The City shall comply with the federal conflict of interest provisions at 24 C.F.R. § 85.36(b)(3) and § 570.489(h) relating to the purchase of goods or services through the Grant.

- (2) The City shall comply with all County requests for information required to fulfill the County's obligations.
- (3) The City shall offer to provide access to the improved service to all beneficiaries of this project at its officially adopted utility rates.
- (4) The City shall permit unrestricted access by the County and its selected engineering, administrative, and construction contractors to the project site, to allow performance of the project-related duties.
- (5) The City is solely responsible for the continued ownership, maintenance, and operation of any proposed improvements upon acceptance by the County of the Certificate of Construction Completion. The City shall also be responsible for compliance with all Grant requirements applicable to the use, operation, and maintenance of the project after completion of construction, including, but not limited to, compliance with GLO revenue reporting procedures and requirements.
- (6) The City shall pay from current revenues available to the City for any cost overruns attributable to construction contract award, change orders, project redesign, or additions to the Grant scope of work that it has approved in writing.
- (7) The City shall pay from current revenues available to the City for any costs resulting from violation or early termination of this Agreement by the City, including, but not limited to, repayment of any Grant expenditures disallowed by GLO if the project is not completed and placed in service.
- (8) The City shall assume all obligation and responsibility for all U.S. Housing and Urban Development Administration ("HUD") rules and regulations, and will reimburse the County for any de-obligation of funds caused by the City's failure to comply with such requirements as may be determined by HUD compliance audit(s).
- (9) The City shall receive full ownership of the Grant improvements upon acceptance by the County of the Certificate of Construction Completion.
- (10) The City shall provide any matching funds that it has separately committed by resolution of its City Council from current revenues available to the City.

III.

- 3.1 The Parties agree that the County, in performing services under this Agreement, shall act as an independent contractor and shall control its own work and the manner in which it is performed. The County is not to be considered an agent or employee of the City.

- 3.2 The Parties agree that the City, in performing services under this Agreement, shall act as an independent contractor and shall control its own work and the manner in which it is performed. The City is not to be considered an agent or employee of the County.
- 3.3 The parties agree that any Grant funds or services provided by the County are without warranty of any kind to the City or any third party.
- 3.4 To the extent permitted by law, the City agrees to hold harmless and release the City, its agents, officers and employees from any and all loss, damage, cost, demands, and causes of action of any nature or kind, for loss of damage to property, or for injury or death to persons, arising in any manner from this Agreement or the project or construction described herein.
- 3.5 The Parties expressly agree that no party shall have the right to seek indemnification or contribution from any other party hereto for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part from this Agreement.
- 3.6 The Parties recognize and agree that nothing herein shall be construed to create any rights in third parties.
- 3.7 Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Agreement is, for any reason, held invalid unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.
- 3.8 The rights and obligations of this Agreement shall not be assigned without prior written consent of the City and the County.
- 3.9 This Agreement and all obligations created hereunder shall be performable in Brazoria County, Texas.
- 3.10 This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
- 3.11 This Agreement shall be binding upon and inure to the benefit of the parties and their administrators, agents, employees, successors and assigns permitted by this Agreement.

Intending to be legally bound, the parties hereto have executed this Agreement effective upon the execution of the Agreement on, June 15, 2016.

VILLAGE OF SURFSIDE BEACH

By: _____

Print Name: _____

Title: _____

Date: _____

Attest:

Amanda Davenport
City Secretary

BRAZORIA COUNTY

By: _____

Print Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: _____

Notice of Regular Meeting of the City Council

Tuesday, June 14, 2016 – 7:00 PM

Village of Surfside Beach
1304 Monument Drive
Surfside Beach, TX 77541-9522

An agenda information packet is available for public inspection at City Hall.

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.

- 1) CALL TO ORDER, QUORUM IN ATTENDANCE
- 2) MOMENT OF SILENCE, PLEDGE OF ALLEGIANCE to the US flag
- 3) BUSINESS OF VISITORS NOT ON THE AGENDA
- 4) Mayor/council/committee/department head/organization reports
- 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 May, 2016 council meeting.
 - B. Consider approval of the May 2016 financials.
 - C. Consider approval appointing Yolanda Silva to the Tourism committee.
 - D. Consider accepting resignation of David Devaney and approve appointing Cary Lucas to the Historical committee.
- 6) Discuss and take possible action on authorizing advertising for bids for the Bluewater Highway Force Main project.
 - 7) Discuss and take possible action on approval of the Yucca ground storage tank bid.
 - 8) Discuss and take possible action on a revised Interlocal Agreement between Brazoria County and the Village of Surfside Beach regarding usage of grant funds for improvements to the City's public water and sewer system.
 - 9) **Executive Session**

The City Council may convene into closed executive session pursuant to Texas Government Code, Sec. 551.074. PERSONNEL MATTERS; CLOSED MEETING. (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline,

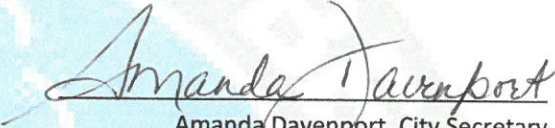
or dismissal of a public officer or employee; specifically regarding Officer Robert King to full-time employment and Officer John Sloan as a reserve officer.

10) Action, if any, out of executive session.

11) 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 door of the City Hall of the Village of Surfside Beach, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted Friday June 10, 2016, at or before 5:00 PM, and remained so posted continuously for at least 72 hours before the scheduled time and date of the above mentioned meeting.


Amanda Davenport, City Secretary

If you plan to attend this public meeting, and you have a disability that requires special arrangements at this assembly, please contact Amanda Davenport, City Secretary, at (979) 233-1531, Extension 103, within 48 hours of the scheduled meeting date and time. We shall make reasonable accommodations to assist you with your needs.

This public notice was removed from the official posting place at the Village of Surfside Beach City Hall on the following date and time: _____ at _____ PM.