

**Notice of Regular Meeting of the City Council & Public
Hearing re: Substandard Structures**
Tuesday, September 13, 2016 – 7:00 PM

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

AGENDA FOR REGULAR 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.

OPEN PUBLIC HEARING REGARDING SUBSTANDARD STRUCTURES:

- A.) 127 NESMITH, SURFSIDE BEACH, TEXAS
- B.) 319 BAY STREET, SURFSIDE BEACH, TEXAS

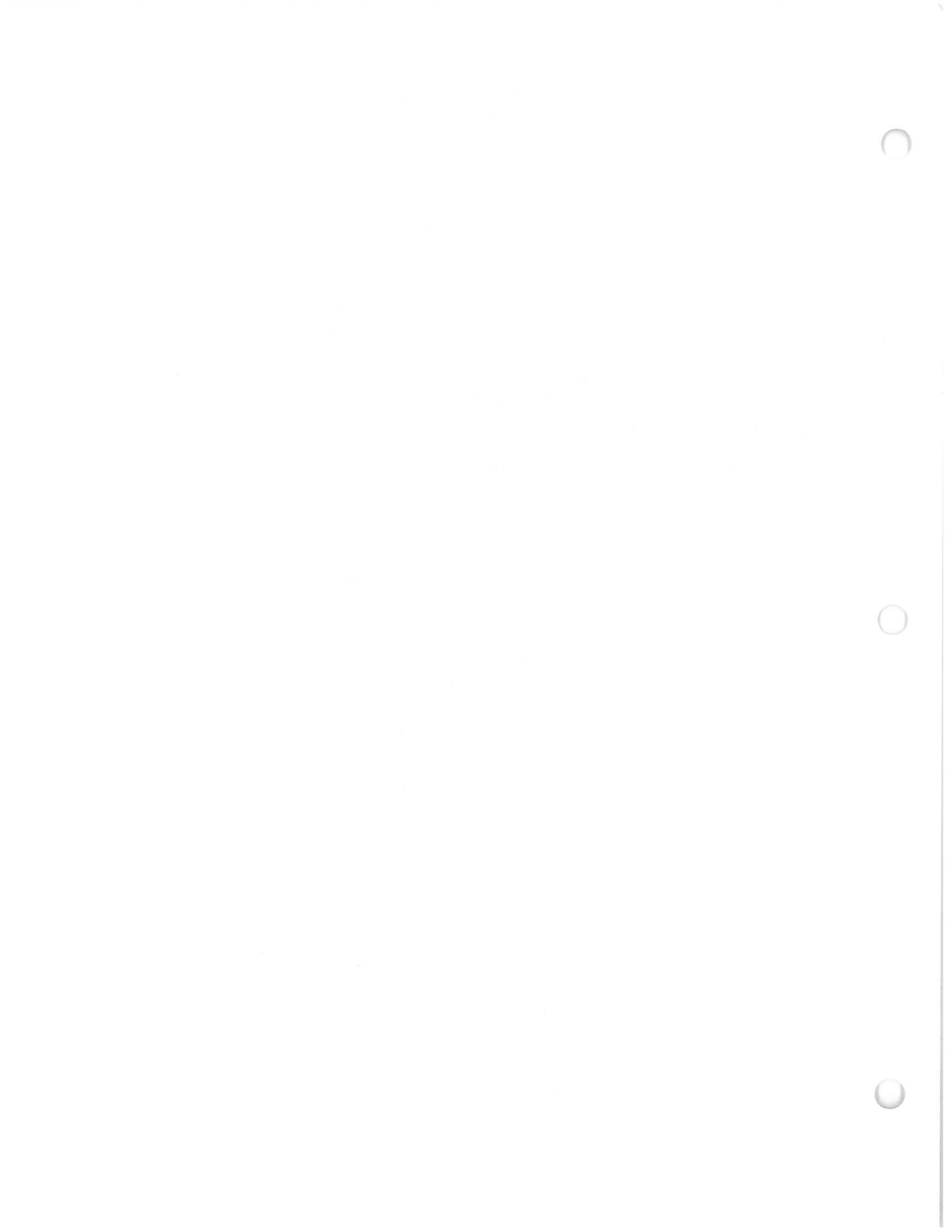
CLOSE PUBLIC HEARING.

REGULAR MEETING AGENDA:

- 1) CALL TO ORDER, QUORUM IN ATTENDANCE
- 2) MOMENT OF SILENCE, PLEDGE OF ALLEGIANCE
- 3) *Executive Session:* The City Council may convene into closed executive session pursuant to Texas Government Code, Section 551.071, **CONSULTATION WITH ATTORNEY:** specifically regarding pending litigation pertaining Cause No. 82207-CV AND Cause No. 87653-CV; and under Texas Disciplinary Rules of Professional Conduct specifically legal questions regarding bidding and contracts.
- 4) Action, if any, out of the executive session.
- 5) BUSINESS OF VISITORS NOT ON THE AGENDA
- 6) Mayor/council/committee/department head/organization reports.
- 7) *ALL ITEMS UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE SELF-EXPLANATORY, AND THE COUNCIL WILL ENACT THEM WITH ONE MOTION. UNLESS A COUNCIL MEMBER SO REQUESTS, NO SEPARATE DISCUSSION OF THESE ITEMS WILL OCCUR.*

CONSENT AGENDA:

- A. Consider approval of minutes from the August 9, 2016 council meeting.
- B. Consider approval of the August 2016 financials.
- C. Cancel Nov. 8, 2016 council meeting and call a special meeting for Nov.

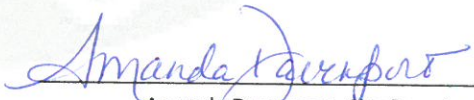


15, 2016 due to conflict with Tuesday, November 8, 2016 election day voting in City Hall.

- 7.) Discuss and take possible action to ratify the FY 2016-2017 Budget and Find that the Proposed Tax Rate of .359506/\$100 exceeds the Effective Tax Rate and Will Generate More Property Tax Revenue than the FY 2015-2016 Budget.
- 8.) Discuss and take possible action on Ordinance 2016.09.13B setting the 2016 Ad Valorem Tax Rate for Maintenance and Operation of .286922 and the Ad Valorem tax rate for Debt Service of .072584 totaling a rate of .359506. *(must be a record vote and use exact language in the motion)*
- 9.) Discuss and take possible action on award of contract to Superior Tank Company in the amount not to exceed \$47,567.00 for the supply and erection of a galvanized steel ground storage tank.
- 10.) Discuss and take possible action on Ordinance 2016.09.13C setting the pay for Randy Smith, municipal court judge.
- 11.) Discuss and take possible action on Ordinance 2016.09.13D, amending Section 48-172 (4) of the Code of Ordinances, specifically amending the use of the sewer capital improvement fund.
- 12.) Discuss and take possible action on Ordinance 2016.09.13E, *Designate* dedicating Village of Surfside Beach land for use as a public park, specifically lots under Brazoria County Appraisal District geographic ID #7875-0623-000.
- 13.) Discuss and take possible action on Ordinance 2016.09.13F regarding stop sign removal on Ft. Velasco at Texas and Ft. Velasco at Oyster.
- 14.) Discuss and take possible action approving annual contract with Blackboard.
- 15.) ADJOURN
- 16.
- 17.

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, September 9, 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: 9/15/16 at 11:00 PM.



Sign in Sheet 9-13-2016 - City Council Public Hearing



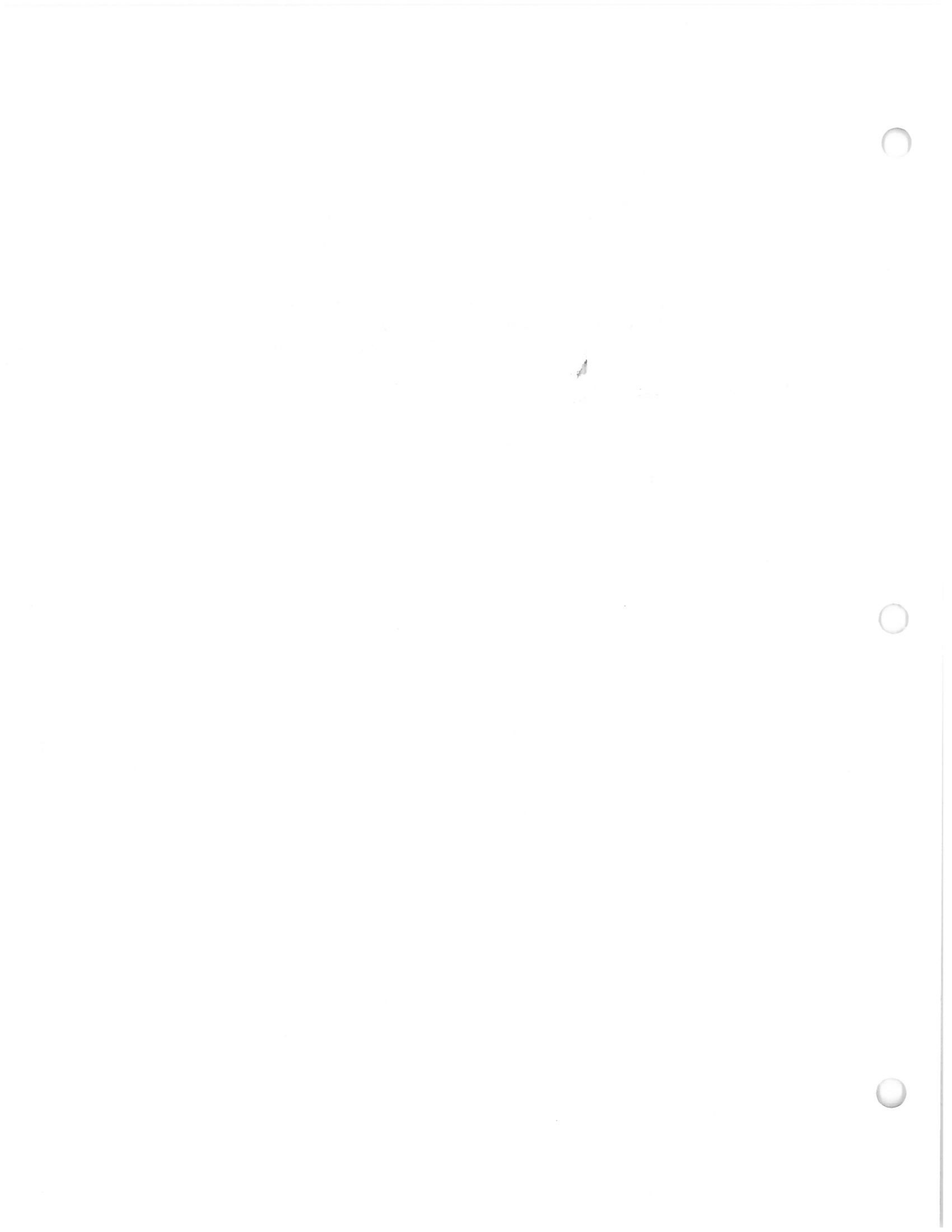
Ronnie Grant

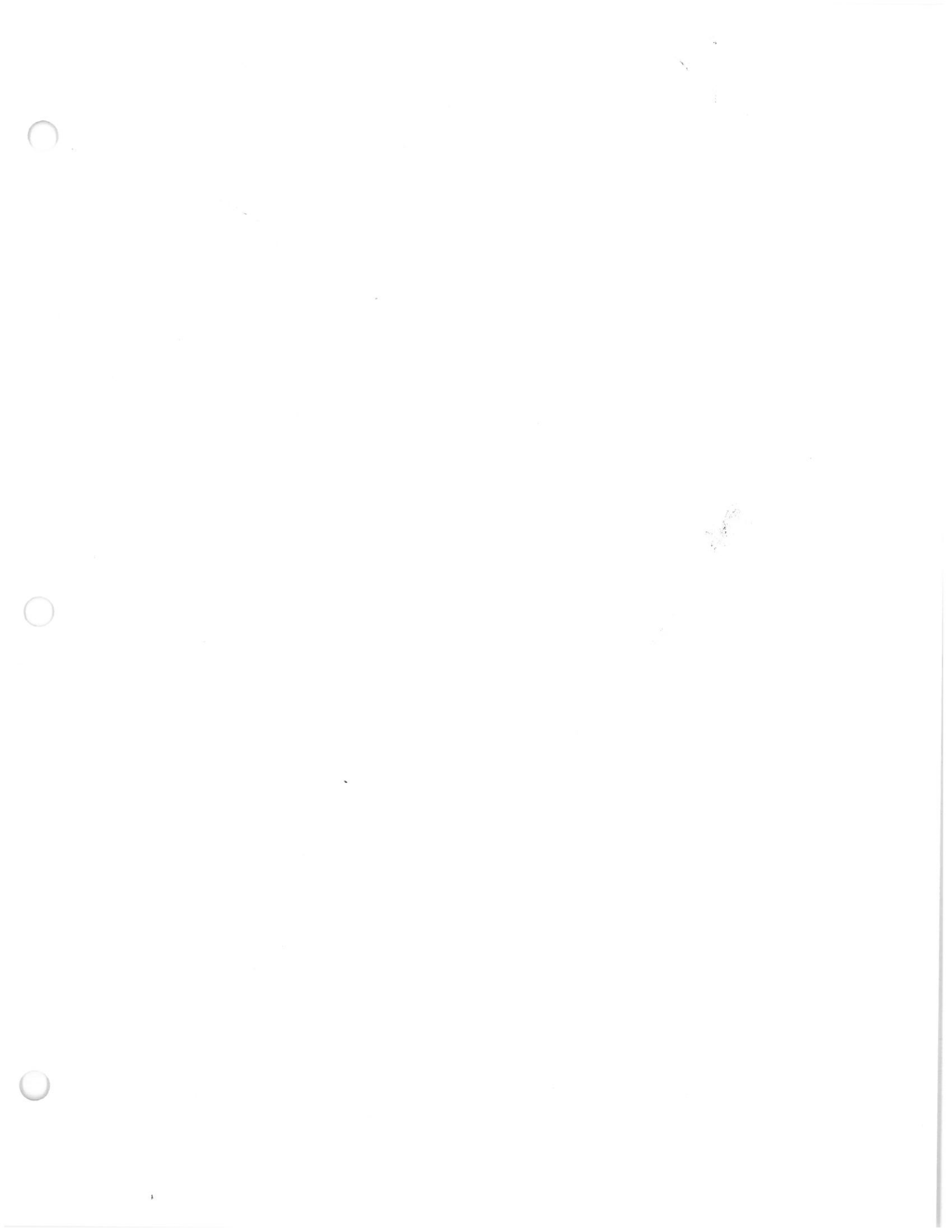
Clare Dunn

Bo Smith

Michael J. S.

William Eggleston







Village of Surfside Beach GF
 Profit & Loss Budget Performance
 August 2016

	Aug 16	Oct '15 - Aug 16	Annual Budget
5144 · BCCA	120.00	1,089.20	2,000.00
5165 · Federal Unemployment Tax	0.00	0.00	
6100 · SALARY POLICE CHIEF	2,974.39	53,869.85	60,149.00
6101 · WAGES POLICE DEPT	14,901.36	170,677.47	186,000.00
6110 · POLICE DEPT OVERTIME	136.47	7,655.03	8,000.00
6111 · EMS WORK COMP	0.00	1,000.00	1,000.00
6112 · POLICE /EMS SEASONAL LABOR	1,140.00	3,180.00	7,000.00
6113 · EMS FUEL/OIL/WASH	219.05	619.13	2,750.00
6114 · EMS SUPPLIES	166.64	7,293.74	8,000.00
6115 · EMS UTILITIES	202.51	1,557.85	1,800.00
6116 · EMS MISC EXPENSES	0.00	314.23	100.00
6117 · EMS AMBULANCE EXPENSE	0.00	80.53	100.00
6118 · EMS DUES/BILLING FEES	1,018.13	6,200.69	6,000.00
6119 · EMS BLDG INSURANCE	0.00	300.00	300.00
6120 · EMS LIABILITY INSURANCE	0.00	2,000.00	2,000.00
6121 · POLICE DEPT WORK COMP	0.00	9,000.00	9,000.00
6122 · POLICE RESERVE WORK COMP	0.00	400.00	400.00
6123 · PD OFFICE SUPPLIES	341.97	1,320.65	1,500.00
6124 · POLICE DEPT SUPPLIES	974.25	1,681.01	2,000.00
6125 · PD OFFICE EQ SERVICE	0.00	100.00	500.00
6126 · RADIOS AND ACCESSORIES	0.00	276.00	100.00
6127 · GAS/OIL/GREASE PD CARS	4,194.95	11,841.18	15,000.00
6129 · BOAT MTNCE/FUEL PD	64.94	221.59	250.00
6130 · UNIFORMS PD/EMS	685.47	3,727.36	4,000.00
6132 · EMS BARN M&R	0.00	1,867.21	1,000.00
6134 · AMBULANCE REPAIRS	960.07	1,102.02	1,500.00
6135 · PD VEHICLE REPAIRS	942.55	4,965.42	4,000.00
6136 · PD/EMS RADIO REPAIRS	0.00	0.00	100.00
6137 · PD DUES AND PUBLICATIONS	90.00	767.00	1,000.00
6138 · PD/EMS TRAINING AND CONFERENCES	140.00	2,214.29	3,500.00
6139 · FORENSIC TESTING	0.00	0.00	100.00
6140 · RADIO USER FEE	51.00	471.75	1,000.00
6141 · PD MISC EXPENSES	0.00	60.24	300.00
6142 · TELEPHONE/CELL	654.91	6,705.34	7,000.00
6143 · PD CONTINGENCY	0.00	110.50	500.00
6145 · PD LIABILTY INS	0.00	12,000.00	12,000.00
6146 · PD/EMS MISC EXPENSE	500.00	584.00	100.00
6149 · CAR LEASE-CHIEF	500.00	5,500.00	6,000.00
6153 · JAIL SERVICE FEES	375.00	1,175.00	2,500.00
6154 · EMERGENCY MANAGEMENT	0.00	3,548.45	3,500.00
6155 · PD 2013 TRUCK LOAN/BRAZOS BANK	0.00	4,940.70	6,000.00
6156 · MEDICAL DIRECTOR FEES	0.00	3,600.00	3,600.00
6157 · PD 2014 F150	1,747.65	8,015.55	8,000.00
8012 · PW SUPERVISOR	1,700.00	1,700.00	25,000.00

Village of Surfside Beach GF
Profit & Loss Budget Performance
August 2016

	Aug 16	Oct '15 - Aug 16	Annual Budget
8101 · EMPLOYEE LABOR	3,459.20	52,584.18	67,600.00
8102 · OVERTIME LABOR PW	1,053.39	12,969.28	14,500.00
8103 · OIL/GAS/GREASE	5,783.43	10,179.07	12,000.00
8104 · SIGNS	511.92	1,479.35	4,000.00
8105 · TOOLS & EQ RENTAL	0.00	581.48	5,000.00
8106 · STREET PAVING AND REPAIR	1,672.19	33,781.67	40,000.00
8107 · UTILITIES PW BARN	51.28	442.66	500.00
8108 · STREET LIGHTS	1,479.49	6,337.11	6,500.00
8109 · DUMPSTER AT MTNCE BARN	0.00	7,665.10	6,000.00
8110 · TELEPHONE/PAGER/CELL	0.00	750.06	1,600.00
8112 · TOOL / EQUIPMENT PURCHASE	986.05	7,522.61	10,000.00
8113 · PW LIABILTY INS/ WORK COMP	0.00	3,000.00	3,000.00
8115 · UNIFORMS	410.31	687.61	1,800.00
8116 · REPAIRS @ CITY BARN	0.00	0.00	1,000.00
8117 · REPAIRS ON VEHICLE AND EQ	2,793.78	5,883.54	6,500.00
8118 · ELEC MAIN ENT AND PW BARN	1,265.78	1,359.44	155.00
8119 · ANIMAL CONTROL EXPENSE	5.38	255.38	100.00
8120 · MISC EXPENSES	24.02	355.66	500.00
8122 · CULVERTS/MATERIAL DRIVEWAY	0.00	0.00	1,000.00
8126 · PW SPVSR TRCK LOAN/BRAZOS BANK	0.00	1,961.74	2,400.00
8127 · TWO MOWERS	0.00	0.00	1,800.00
9101 · HOUSEHOLD CARTS/DROP OFFS	9,267.08	85,294.16	100,000.00
9102 · COMMERCIAL FRONT LOAD	5,410.49	56,456.86	60,000.00
9103 · FIRE DEPT PORTION (2 of 5)	2,088.40	20,191.10	24,500.00
9104 · SUPPLEMENTAL FIRE DEPT	45.00	26,495.00	26,000.00
9106 · CAPITAL IMP/RESERVE FUND	0.00	0.00	5,000.00
9107 · STAHLMAN PARK GF EXPENSES PER B	2,619.93	22,665.24	26,000.00
9112 · STAHLMAN PARK WINDSTORM INS	9,939.00	17,939.00	8,000.00
9113 · CDL Loan Annual Payment	0.00	76,416.50	77,000.00
9114 · USDA AND TWDB BOND PAYMENTS	0.00	0.00	0.00
9200 · PHONE SYSTEM INSTALLATION	0.00	5,020.00	6,000.00
Total Expense	136,291.06	1,193,762.35	1,301,258.00
Net Income	-71,692.21	67,962.80	0.00

Village of Surfside Beach GF Transaction List by Vendor August 2016

	Type	Date	Num	Memo	Amount
ACADEMY	Check	08/15/2016	debit		-64.94
AMEGY BANK	Check	08/31/2016	1086		-819.56
AMERI PRO	Check	08/31/2016	1072		-270.00
AT&T	Check	08/15/2016	DEBIT		-55.00
	Check	08/23/2016	1060		-81.34
BCOS	Check	08/12/2016	1021	AR209859	-182.47
BIRCH COMMUNICATIONS, INC	Check	08/12/2016	1025		-339.37
	Check	08/30/2016			-361.77
BRAZORIA COUNTY TAX ASSESSOR	Check	08/31/2016	1068		-14.25
BRAZORIA COUNTY TAX OFFICE	Check	08/23/2016	1059		-15.25
BRAZOS NATIONAL BANK	Check	08/12/2016	1014	8004538370	-494.07
	Check	08/23/2016	1054	8004538372	-626.79
	Check	08/31/2016	1077	8004538372	-626.79
BRAZOSPORT MUFFLER	Check	08/31/2016	1084	1962	-25.50
BROOKSIDE EQ SALES	Check	08/23/2016	1048	VIL012	-1,431.69
BY GEORGE AUTO REPAIR	Check	08/12/2016	1019	5025	-45.00
CITY OF BRAZORIA	Check	08/12/2016	1024		-120.00
CITY OF OYSTER CREEK	Check	08/12/2016	1017		-250.00
	Check	08/31/2016	1079		-125.00
Cop Stop	Check	08/12/2016	1013	3366 3375	-395.47
CULLIGAN WATER	Check	08/23/2016	1055		-209.75
	Check	08/31/2016	1065	113057	-209.75
DANIELS RENTALS	Check	08/12/2016	1028	1-521126	-460.11
DANILLE VERDUZCO	Check	08/09/2016	32278	7/28 7/31 8/3 8/4 8/6/2016	-300.00
	Check	08/23/2016	1045	8/8 8/11 8/14 8/15 8/18 8/20 8/21	-375.00
DE LAGE LANDEN	Check	08/31/2016	1081	51190880	-293.26

**Village of Surfside Beach GF
Transaction List by Vendor
August 2016**

	Type	Date	Num	Memo	Amount
DEARBORN NATIONAL LIFE INSURANCE CO.					
	Check	08/12/2016	1027		-193.92
	Check	08/31/2016	1083	GFZ02914	-98.37
DISCOUNT TIRES					
	Check	08/15/2016	DEBIT		-68.46
EMBLEM ENTERPRISES					
	Check	08/09/2016	debit	INV 658108	-290.00
ENGIE ENERGY					
	Check	08/12/2016	1030		-2,388.67
	Check	08/23/2016	1057		-342.47
FED EX					
	Check	08/23/2016	1050	2033-3324-7	-43.12
FIRESTONE					
	Check	08/31/2016	1073		-587.88
GIROURDS STORE					
	Check	08/12/2016	1007		-206.36
GOE CYCLES					
	Check	08/04/2016	DEBIT		-474.80
	Check	08/04/2016	DEBIT		-94.75
GULF COAST PAPER CO					
	Check	08/12/2016	1018	2191575	-600.04
	Check	08/22/2016	1039	1155173 1158804	-806.40
	Check	08/23/2016	1047	2191575	-242.31
GUS GEORGE LAW ENFORCEMENT ACADEMY					
	Check	08/29/2016	1062	REG # 112066 112067	-140.00
HARRIS COUNTY TREASURER					
	Check	08/12/2016	1031		-25.50
	Check	08/31/2016	1078	17856	-25.50
IRS					
	Liability Check	08/09/2016	debit	74-2053043	-4,707.64
	Liability Check	08/23/2016	DEBIT	74-2053043	-4,884.26
KILLUM PEST CONTROL					
	Check	08/31/2016	1071		-289.99
LABEL TECH					
	Check	08/18/2016	debit		-1,469.16
Lexis Nexis					
	Check	08/12/2016	1011	1359205	-90.00
LOWES					
	Check	08/31/2016	1085		-498.71
MARTHA ORTIZ-SOUTHALL					
	Check	08/09/2016	32279	7/28 7/31 8/3 8/4 8/6/2016	-300.00
	Check	08/23/2016	1044	8/8 8/11 8/14 8/15 8/18 8/20 8/21	-375.00
MATHESON TRI GAS INC					
	Check	08/31/2016	1080		-129.12
MIKE SORRELL TRUCKING INC.					

**Village of Surfside Beach GF
Transaction List by Vendor
August 2016**

	Type	Date	Num	Memo	Amount
	Check	08/23/2016	1056		-1,672.19
MOORE MEDICAL					
	Check	08/12/2016	1009		-37.52
O'REILLY AUTO PARTS					
	Check	08/12/2016	1008		-425.88
	Check	08/30/2016			-488.73
PARK PLACE					
	Check	08/12/2016	1020		-1,230.95
PC CARE INC.					
	Check	08/15/2016	debit		-34.95
PRATHER & HARLAN AIR CONDITIONING					
	Check	08/23/2016	1053		-302.93
QUILL CORPORATION					
	Check	08/12/2016	1006	7396771 7785418 7806668	-375.90
	Check	08/23/2016	1051		-282.48
	Check	08/30/2016		8461758	-227.98
	Check	08/31/2016	1070	8527551 9638665 8316911 8109138	-307.16
Randle Law Office, Ltd, L.L.P.					
	Check	08/12/2016	1012		-6,218.07
RELIANT ENERGY					
	Check	08/23/2016	1052		-217.14
	Check	08/31/2016	1076		-217.14
ROBERTOS TIRE SHOP					
	Check	08/12/2016	1023	9563	-10.00
RONDA E HENSON					
	Check	08/16/2016	1035		-120.00
	Check	08/31/2016	1095	INV 40	-120.00
SAFETY VISION					
	Check	08/12/2016	1022	0576506-IN	-974.25
SMITH MUNICIPAL SUPPLIES					
	Check	08/23/2016	1061	inv 00-15998	-511.92
Specialized Billing & Collections					
	Check	08/12/2016	1015	INV 2016-07	-590.60
	Check	08/23/2016	1046	2016-08	-427.53
SUBURBAN PROPANE					
	Check	08/12/2016	1029		-50.00
TEXAS INTERNET SOLUTIONS					
	Check	08/16/2016	debit		-187.20
TEXAS MUNICIPAL CLERKS ASSOC.					
	Check	08/03/2016	DEBIT		-285.00
TEXAS MUNICIPAL COURT NEWS MAGAZINE					
	Check	08/31/2016	1066		-36.00
THE FACTS					
	Check	08/30/2016			-24.00
THE PHOENIX GROUP					

**Village of Surfside Beach GF
Transaction List by Vendor
August 2016**

	Type	Date	Num	Memo	Amount
	Check	08/12/2016	1016		-960.07
TJ'S LUBE STOP					
	Check	08/12/2016	1010		-54.14
TML-INTERGOVERNMENTAL RISK POOL					
	Check	08/23/2016	1049		-500.00
	Check	08/31/2016	1069	20483620	-18,101.00
	Check	08/31/2016	1082	2016-08 gf portion	-5,825.78
TML GROUP INSURANCE					
	Check	08/12/2016	1026	7/1 8/1	-10,419.80
TMRS					
	Liability Check	08/09/2016	32276	01233	-828.66
	Check	08/15/2016	1034	01233 - JULY CITY PORTION	-298.38
TOOLS PLUS INDUSTRIES					
	Check	08/31/2016	1064	44859	-132.93
VERIZON					
	Check	08/23/2016	1058	822685800-00001	-78.65
	Check	08/31/2016	1063	822352080-00001	-951.14
VILLAGE OF SURFSIDE BEACH SYSTEM FUND					
	Check	08/15/2016	ACH DEBIT		-89.50
VIT INC					
	Check	08/30/2016		INV 54555	-687.95
VOSB VFD					
	Check	08/09/2016	1001	JULY RCPTS	-2,088.40
VOYAGER FLEET SYSTEMS INC.					
	Check	08/11/2016	debit	pe 7/24/16	-3,594.06
	Check	08/11/2016	debit		-3,205.91
	Check	08/31/2016	debit		-2,709.51
WASTE CONNECTIONS					
	Check	08/12/2016	1033		-14,677.57

VILLAGE OF SURFSIDE BEACH SF
Profit & Loss Budget Performance
 August 2016

	Aug 16	Oct '15 - Aug 16	Annual Budget
Ordinary Income/Expense			
Income			
3100 · SALE OF WATER	35,594.39	367,261.39	380,000.00
3110 · WATER TOWER USAGE CONTRACT	0.00	1,300.00	1,250.00
3121 · WATER TAP FEES	250.00	6,250.00	8,000.00
3200 · SEWER SYSTEM REVENUES	13,760.95	130,911.77	150,000.00
3215 · TRANSFER FROM SEWER FUND	25,000.00	25,000.00	
3600 · MISC INCOME/DEPOSITS	12.00	21.00	200.00
3605 · WATER LATE CHARGES	515.00	6,185.00	7,000.00
3630 · WATER RECONNECT FEE	0.00	1,400.00	1,800.00
3650 · SEPTIC TANK PERMIT FEE	820.00	9,020.00	12,000.00
3704 · SEWER TAP FEES	4,000.00	30,000.00	20,000.00
3719 · Cost Share w/ GF - PW Sup. Sal.	1,700.00	1,700.00	25,000.00
Total Income	81,652.34	579,049.16	605,250.00
Gross Profit	81,652.34	579,049.16	605,250.00
Expense			
9100 · PAYROLL	4,784.00	63,374.94	80,000.00
9101 · PUBLIC WORKS SUPERVISOR	4,038.46	48,461.49	52,500.00
9105 · CLERICAL WAGES	2,343.18	27,701.43	30,576.00
9110 · ALL OVER TIME	1,015.70	11,195.03	14,000.00
9140 · HEALTH/LIFE INSURANCE	6,144.78	23,402.28	24,000.00
9150 · FICA MATCH/SUI	931.87	12,230.89	15,000.00
9170 · WORK COMP INSURANCE	0.00	0.00	1,000.00
9180 · TMRS CITY PORTION 2.22	105.08	1,212.19	1,500.00
9200 · OFFICE SUPPLIES	0.00	3,008.72	3,800.00
9220 · POSTAGE	1,000.00	5,296.39	6,500.00
9230 · CHEMICAL EXPENSE	1,997.15	8,493.93	14,000.00
9240 · FUEL	0.00	4,642.42	11,000.00
9250 · PLUMBING PARTS AND SUPPLIES	1,773.44	22,649.66	34,000.00
9270 · UNIFORM EXPENSE	0.00	341.03	500.00
9405 · REPAIRS VEHICLE/EQUIPMENT	0.00	491.58	2,000.00
9461 · WELL SERVICE REPAIR	8,337.07	16,129.08	20,000.00
9465 · EQUIPMENT RENTAL	712.13	712.13	5,000.00
9490 · SEWER SYSTEM EXPENSE/MAINT	1,994.23	12,087.27	12,000.00
9494 · BUILDING MAINTENANCE	0.00	0.00	500.00
9500 · TRAINING EXPENSE	0.00	385.00	2,000.00
9501 · UTILITIES	1,664.49	13,266.17	15,000.00
9502 · FEES/TCEQ/MISC	247.33	7,155.30	5,000.00
9504 · SEWER UTILITIES	1,004.38	7,773.97	10,000.00
9520 · PROFESSIONAL FEES	581.50	1,331.50	500.00
9540 · AUDITOR	0.00	3,500.00	3,500.00
9550 · HEALTH DEPARTMENT	289.58	5,463.55	4,000.00
9555 · CRG Sewer System Constr Loan	1,746.47	19,211.17	19,211.17
9557 · SEWER TREATMENT OYSTER CRK			

VILLAGE OF SURFSIDE BEACH SF
 Profit & Loss Budget Performance
 August 2016

	Aug 16	Oct '15 - Aug 16	Annual Budget
9557 A · Transmission Freeports Line	3,314.97	10,191.03	14,000.00
9557 · SEWER TREATMENT OYSTER CRK - Other	6,359.34	38,156.04	36,000.00
Total 9557 · SEWER TREATMENT OYSTER CRK	9,674.31	48,347.07	50,000.00
9567 · PUBLIC WATER DISPENSER	597.95	2,445.60	1,700.00
9590 · TELEPHONE	412.73	5,908.90	5,000.00
9600 · BOND MAINT FEE	0.00	0.00	1,450.00
9601 · WINDSTORM/FIRE INSURANCE	0.00	0.00	1,000.00
9602 · LIABILTY INSURANCE	0.00	0.00	7,000.00
9603 · MISCELLANOUS	0.00	274.49	500.00
9604 · CONTINGENCY	0.00	0.00	500.00
9605 · BANK/CREDIT CARD CHGS	109.68	1,702.35	1,500.00
9708 · OFFICE HARDWARE/SOFTWARE EQ	0.00	5,055.00	1,500.00
9726 · COPIER	0.00	1,000.00	1,000.00
9755 · TOOL & EQUIPMENT PURCHASES	0.00	112.00	2,000.00
9770 · USED VEHICLE PURCHASE FY 15-16	0.00	12,800.00	15,000.00
9807 · RESERVE/CAPITAL IMP FUNDS	3,263.98	46,621.03	15,869.08
9812 · TWDB 97 BOND SF ALLOCATIONS	0.00	2,767.50	50,535.00
9820 · USDA LOAN PMT 1 AND 2	0.00	0.00	63,608.75
Total Expense	54,769.49	446,551.06	605,250.00
Net Ordinary Income	26,882.85	132,498.10	0.00

VILLAGE OF SURFSIDE BEACH SF
Transaction List by Vendor
August 2016

	Type	Date	Num	Memo	Amount
AT&T	Check	08/12/2016	1004		-272.73
BILFINGER AIRVAC WATER TECHNOLOGIES	Check	08/12/2016	1008		-1,994.23
Braz Cty Groundwater Conservation Dstrct	Check	08/29/2016	1026	PE 7/31/16	-247.33
Brazoria County Health Water Lab	Check	08/12/2016	1001	ACCT 125	-75.00
CHLORINATOR MAINT. CO. INC.	Check	08/30/2016	1028	3682	-501.60
CITY OF FREEPORT	Check	08/12/2016	1009	april - june 2016 inv 42566	-3,314.97
City of Oyster Creek	Check	08/12/2016	1006		-6,359.34
COMMUNITY RESOURCE GROUP	Check	08/04/2016	DEBIT		-1,746.47
CULLIGAN WATER DEPT	Check	08/12/2016	1011	112457	-98.50
	Check	08/23/2016	1022		-322.50
	Check	08/30/2016	1029	113061	-176.95
DSHS CENTRAL LAB	Check	08/23/2016	1018	CEN.CD0160_072016	-214.58
DXI INDUSTRIES	Check	08/23/2016	1021	DE05005437-16	-130.00
	Check	08/23/2016	1023	055013264-16	-1,385.50
ENGIE RESOURCES	Check	08/12/2016	1003		-2,668.87
FELDER WATER WELL AND PUMP SERVICES LLC	Check	08/12/2016	1007		-934.06
IRS	Liability Check	08/09/2016	14632	74-2053043	-1,538.22
	Liability Check	08/23/2016	debit	74-2053043	-1,644.52
JOHN D MERCER AND ASSOC	Check	08/23/2016	1020		-581.50
LLF CONSTRUCTION	Check	08/12/2016	1002	PAY APP # 5	-3,263.98
PRECISION PUMP SYSTEMS	Check	08/23/2016	1019	20048032A	-5,801.41
	Check	08/30/2016	1032	20048456	-1,100.00
SOUTHWEST METERS	Check	08/12/2016	1010	acct 061063	-176.94
	Check	08/23/2016	1017		-798.25
	Check	08/30/2016	1033		-798.25
TML- GROUP INSURANCE	Check	08/23/2016	1017	6/16 7/16 8/16	-6,340.02

VILLAGE OF SURFSIDE BEACH SF
Transaction List by Vendor
August 2016

	Type	Date	Num	Memo	Amount
TMRS	Liability Check	08/09/2016	14630 01233		-289.50
	Check	08/15/2016	1012 01233	CITY PORTION JULY	-105.08
UNITED RENTALS					
	Check	08/30/2016	1031		-712.13
United States Post Office					
	Check	08/01/2016	14626		-1,000.00
USA Bluebook					
	Check	08/30/2016	1030 039785		-481.65
WORLDPAY					
	Check	08/01/2016	DEBIT		-540.74

VILLAGE OF SURFSIDE BEACH BEACH FUND
 Profit & Loss Budget Performance
 August 2016

	Aug 16	Oct '15 - Aug 16	Annual Budget
Income			
3100 · STATE BEACH FUNDS	0.00	33,768.12	20,000.00
3110 · SEASONAL PERMIT SALES	29,328.00	291,515.75	300,000.00
3130 · S-PERMIT SALES Retail	0.00	45,100.00	50,000.00
3600 · OTHER INCOME	0.00	0.00	100.00
3601 · SANDFENCE PURCHASES	0.00	90.00	500.00
3609 · TRANSFER FROM HOTEL FUND	0.00	-3,187.45	
Total Income	29,328.00	367,286.42	370,600.00
Gross Profit	29,328.00	367,286.42	370,600.00
Expense			
6560 · Payroll Expenses	0.00	0.00	
7100 · WAGES	4,332.30	27,038.94	40,000.00
7101 · TMRS CITY PORTION	0.00	388.61	1,500.00
7102 · SEASONAL BEACH PATROL LABOR	450.00	2,295.00	5,000.00
7104 · ADMINISTRATIVE LABOR	0.00	19,650.00	21,600.00
7105 · BEACH CLEANUP EMPLOYEE	8,813.20	66,789.06	70,000.00
7106 · BEACH PATROL	300.00	58,388.49	40,000.00
7108 · HEALTH/LIFE INSURANCE	2,474.20	13,400.83	10,000.00
7110 · OVERTIME BOOTH ATTENDANT	0.00	359.25	4,000.00
7120 · EMS HRS	1,830.00	2,520.00	5,000.00
7150 · FICA MATCH/SUTA	1,202.98	11,747.88	10,000.00
7170 · WORK COMP	0.00	246.44	1,200.00
7180 · LEGAL FEES	0.00	0.00	2,000.00
7200 · OFFICE SUPPLIES	108.92	461.28	250.00
7210 · ADVERTISING	561.80	2,107.00	
7250 · PERMIT DECALS	0.00	3,043.65	5,000.00
7255 · TRASH BARRELS	0.00	1,125.62	100.00
7256 · CABANAS	716.74	5,078.69	5,000.00
7260 · SIGN/BARRICADE	0.00	10,695.64	5,000.00
7270 · UNIFORM EXPENSE	0.00	363.61	500.00
7400 · S/PARK REPAIRS	0.00	0.00	500.00
7480 · EQ REPAIRS	418.01	8,563.09	5,200.00
7490 · ENTRANCE ACCESS	542.87	40,716.83	5,000.00
7501 · PARK UTILITIES	0.00	0.00	2,500.00
7520 · TRASH BAGS	0.00	2,039.09	6,500.00
7530 · WALKOVERS	836.62	5,742.11	500.00
7540 · AUDIT EXPENSE	0.00	4,000.00	4,000.00
7560 · PORTABLE TOILET SERVICE	9,184.00	27,171.18	30,000.00
7602 · LIABILITY INSURANCE	0.00	0.00	4,500.00
7603 · BEACH MISC	0.00	288.10	500.00
7604 · CONTINGENCY	0.00	0.00	0.00
7605 · BOOTHS	0.00	5,139.50	3,000.00
7606 · CRAB PIER	0.00	4,931.49	2,000.00
7608 · S/PARK MISC	0.00	0.00	200.00

VILLAGE OF SURFSIDE BEACH BEACH FUND
Profit & Loss Budget Performance
August 2016

	<u>Aug 16</u>	<u>Oct '15 - Aug 16</u>	<u>Annual Budget</u>
7611 · FLOOD INS S/PARK	0.00	6,084.00	5,000.00
7612 · FUEL	0.00	577.69	2,500.00
7613 · ROLLOFFS	5,081.95	23,810.84	21,000.00
7614 · SANDFENCE	0.00	2,248.61	1,500.00
7630 · EQ PURCHASE / RENTAL	3,252.84	9,926.89	10,000.00
7631 · RESERVE/CAPITAL IMP	0.00	0.00	8,450.00
7632 · PURCHASE OF VEHICLE	0.00	14,800.00	15,000.00
7634 · ARMORED SERVICE	336.68	1,906.06	3,600.00
7635 · NOTE PAYABLE JOHN DEERE TRACTOR	1,079.05	11,869.55	13,000.00
Total Expense	41,522.16	395,515.02	370,600.00
Net Income	<u>-12,194.16</u>	<u>-28,228.60</u>	<u>0.00</u>

VILLAGE OF SURFSIDE BEACH BEACH FUND
Transaction List by Vendor
August 2016

	Type	Date	Num	Memo	Amount
BRAZORIA COUNTY SEPTIC SERVICE					
	Check	08/12/2016	1005	INV 68795	-5,012.00
	Check	08/23/2016	1029		-4,172.00
BRAZOS NATIONAL BANK					
	Check	08/23/2016	1028	8004538371	-1,079.05
BRINKS INC					
	Check	08/23/2016	1026		-336.68
BROOKSIDE EQ SALES					
	Check	08/12/2016	1001	WA21627 LESS APPLIED CR	-418.01
IRS					
	Liability Check	08/09/2016	DEBIT 74-2053043		-1,884.18
	Liability Check	08/23/2016	debit 74-2053043		-1,865.78
McCoys					
	Check	08/12/2016	1007	900-98011803-001	-1,553.36
Mike Sorrell Trucking Inc					
	Check	08/12/2016	1004		-542.87
MUSTANG RENTAL					
	Check	08/12/2016	1002	587735 INV 03051162	-1,122.00
	Check	08/23/2016	1025	587735 03051401	-2,130.84
QUILL CORPORATION					
	Check	08/23/2016	1024	deposit bags currency straps	-108.92
SPRINT WASTE SERVICES					
	Check	08/12/2016	1006	209169 209300	-2,032.78
	Check	08/23/2016	1027		-3,049.17
THE FACTS					
	Check	08/12/2016	1003	15746500	-561.80
TML GROUP HEALTH					
	Check	08/23/2016	1023	6/16 7/16 8/16	-2,494.20
TMRS					
	Liability Check	08/09/2016	13816	742053043	-43.17

VILLAGE OF SURFSIDE BEACH HF
Profit & Loss Budget Performance
 August 2016

	Aug 16	Oct '15 - Aug 16	Annual Budget
Income			
3201 · FT VELASCO REBUILD INCOME	5,000.00	6,075.00	18,000.00
3204 · TPWD TRAIL PHASE TWO INCOME	0.00	0.00	25,000.00
3205 · TPWD TRAIL PHASE THREE INCOME	0.00	0.00	48,800.00
3305 · HOTEL/MOTEL 2013-2014	0.00	138.00	
3306 · HOTEL/MOTEL 2014-2015	0.00	3,924.92	13,750.00
3307 · HOTEL MOTEL 2015-16	2,164.22	158,437.55	151,250.00
3400 · STATE PORTION HTL TAX -HB 1915	0.00	51,535.07	
3404 · MISCELLANEOUS DONATIONS	0.00	155.00	400.00
3600 · OTHER REVENUE/PENALTY	18.95	18.95	
Total Income	7,183.17	220,284.49	257,200.00
Gross Profit	7,183.17	220,284.49	257,200.00
Expense			
4400 · BEAUTIFICATION PROJECT	200.00	4,286.84	5,000.00
4401 · FT VELASCO EXPENSE	0.00	2,004.30	3,500.00
4410 · PARK LANDSCAPE	0.00	3,187.45	4,000.00
4420 · BEACH MAINTENANCE	0.00	0.00	7,000.00
4430 · STAHLMAN PARK	0.00	959.45	7,000.00
4440 · BEACH SECURITY	0.00	0.00	7,000.00
4450 · FLAG EXPENSE	0.00	421.00	1,000.00
4481 · TPWD NATURE TRAIL PHASE II	0.00	0.00	50,000.00
4482 · TPWD NATURE TRAIL PHASE III	0.00	24,989.96	25,000.00
4510 · ADVERTISING EXPENSE	8,285.00	20,124.00	25,000.00
4520 · BROCHURE/MAP PRINTING	0.00	1,311.00	10,000.00
4530 · BRAZOSPORT CHAMBER	0.00	10,250.00	10,000.00
4540 · AUDIT EXPENSE	0.00	4,000.00	4,000.00
4550 · MUSEUM EXPENSE	0.00	19.99	1,000.00
4560 · SPECIAL EVENTS/PROJECTS	0.00	766.76	1,000.00
4570 · WEBMASTER	0.00	1,500.00	2,000.00
4580 · PROFESSIONAL EXPENSES	0.00	0.00	4,000.00
4602 · TML LIABILTY INSURANCE	0.00	0.00	700.00
4700 · RESERVE TEXPOOL EXPENSE	0.00	0.00	10,000.00
4713 · BOAT RAMP- MTNCE/UPKEEP	117.67	15,550.43	5,000.00
4715 · SURFSIDE SPLASH PARK	0.00	0.00	75,000.00
Total Expense	8,602.67	89,371.18	257,200.00
Net Income	-1,419.50	130,913.31	0.00

VILLAGE OF SURFSIDE BEACH HF
Transaction List by Vendor
August 2016

	Type	Date	Num	Memo	Amount
BAYSTAR AGENCY	Check	08/12/2016	1002	INV A160618	-8,285.00
BRENDA O'BANNON	Check	08/31/2016	1003	AUG 2016	-200.00
ENGIE RESOURCES	Check	08/12/2016	1001		-72.67
VILLAGE OF SURFSIDE WATER DEPT	Check	08/03/2016	debit		-45.00



**Minutes of
Regular Meeting of the City Council**

Tuesday, 8/09/16 – 7:00 PM

VILLAGE OF SURFSIDE BEACH

1304 Monument Drive
Surfside Beach, TX 77541

1) QUORUM IN ATTENDANCE, CALL TO ORDER

Mayor Davison called the meeting to order at 7:00 pm and announced that a quorum of council was present including Mayor Larry Davison, Councilman Troy McMinn, Councilwoman Toni Capretta, Councilwoman Marissa McMinn, Councilman Dave Guzman and Councilwoman Peggy Llewellyn. Present employees were Police Chief Gary W. Phillips and City Secretary Amanda Davenport.

2) MOMENT OF SILENCE, PLEDGE OF ALLEGIANCE

Mayor Davison asked everyone to pause for a moment of silence and led the Pledge of Allegiance.

3) BUSINESS OF VISITORS NOT ON THE AGENDA -

Maribel Hill inquired into the status of the dilapidated home at 127 Nesmith and spoke regarding the road repairs on Nesmith.

Melinda Wilhelm asked about the status of the Sandpebble Street road work.

Mayor/council/committee/department head/organization reports

Chief Phillips gave the monthly activity report for the police department;

Ron Grant reported that there was not a Planning Commission meeting this month and the regular Historical Committee meeting has been rescheduled this month.

Dortha Pekar updated Council on the plans for the Navy Day Dinner and the article in Image magazine on the Ft. Velasco site.

Janna Williams asked about when to and how to get budget recommendations considered by Council.

Toni Capretta asked Chief how well the Beach Drive permit parking was going and how it was being handled by beach patrol. Chief said they are learning how to get the attention of the beach goers when a vehicle isn't permitted and the beach patrol makes a circle from one end of the island city limits to the other, patrolling the pedestrian beach and regular access beach.

Councilman Guzman noted several items as follows: some street signs are missing or so faded that they are no longer able to be read; there is a culvert exposed near Quilty Cove at the corner of Parkview and Middle Drive; Beach Drive "parking permit required" signs are too small and confusing.

Peggy Llewellyn reported on the archaeological report and spoke with the Texas Parks and Wildlife and there has been an extension granted on the Phase II grant. Beach budget running low, do we need to think about raising the permit fee, since it takes so long to get it done?

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 July, 2016 council meeting.
- B. Consider approval of the July 2016 financials.
- C. Consider approval appointing Julie Harris to the Planning Commission as an alternate member.
- D. Consider acceptance of the resignation of Suzan Zachariah from the Planning Commission.
- E. Consider approval appointing Peggy Llewellyn as the Council Liaison to the Historical Committee.

Mayor Pro Tem McMinn requested the removal of item "D" from the agenda stating that it was placed on the agenda this month in error.

Motion was made by Mayor Pro Tem McMinn to approve the consent item minus item D. The motion was seconded by Councilwoman Capretta and passed unanimously with Councilwoman Llewellyn abstaining due to conflict.

6) Discuss and take possible action on approval of a fundraising event for the Surfside Police/EMS Department on September 23-25, 2016.

Chief Phillips presented this item to Council.

Motion was made by Councilwoman Llewellyn to approve this item. Councilman Guzman seconded the motion and it passed unanimously.

7) Discuss and take possible action on removing the stop signs on Ft. Velasco Drive at Oyster and Texas streets.

Motion was made by Mayor Pro Tem McMinn to remove the signs. Councilwoman Llewellyn seconded the motion and it passed with a vote of 4 for and 1 opposed (Councilwoman Capretta).

8) Discuss and take possible action on approval of the Fiscal Year 2017 road and bridge interlocal agreement between the Village of Surfside Beach and Brazoria County.

Motion was made by Mayor Pro Tem McMinn to approve the 2017 road and bridge ILA with Brazoria County. Councilwoman Llewellyn seconded the motion and it passed unanimously.

9) Discuss and take possible action on FY 2016 proposed tax rate with a roll call vote and schedule two public hearings regarding the proposed tax rate.

Motion was made by Mayor Pro Tem McMinn to approve the FY2016 proposed tax rate of .359506. Councilwoman Llewellyn seconded the motion and it passed unanimously by the following roll call vote:

Marissa McMinn – aye Troy McMinn – aye Toni Capretta – aye
Peggy Llewellyn – aye Dave Guzman – aye

10) Discuss and take possible action on budget workshop dates.

Motion was made by Councilwoman Llewellyn to schedule a workshop on August 23, 2016. Councilwoman Capretta seconded the motion and it passed unanimously.

11) Discuss and take possible action on allowing the Historical Committee use of the City Hall Council Chambers on Sept. 17, 2016.

Motion was made by Councilwoman Llewellyn to allow the use of City Hall by the Historical Committee. Councilman Guzman seconded the motion and it passed unanimously.

12) Executive Session

The City Council may convene into closed executive session pursuant to Texas Government Code, Section 551.071, CONSULTATION WITH ATTORNEY: specifically regarding pending litigation pertaining to Cause No. 82207-CV; Schwall, et al v. Village of Surfside, et al. AND Cause No. 87653-CV Surfside Vistas, L.P. vs. The State of Texas, Et Al.

Council recessed into executive session at 8:04 p.m. and reconvened regular council meeting at 8:33 p.m.

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

Motion was made by Councilman Guzman to direct the City Attorney to answer the new lawsuit, Cause No. 876853-CV. Councilman Capretta seconded the motion and it passed unanimously.

14) Adjourn

Mayor Davison adjourned the meeting at 8:44 p.m.

Larry Davison
Mayor

Attest:

Amanda Davenport, City Secretary

ORDINANCE NO. 2016.09.13A

AN ORDINANCE APPROVING AND ADOPTING THE VILLAGE OF SURFSIDE BEACH, TEXAS, GENERAL BUDGET FOR THE 2016-2017 FISCAL YEAR; MAKING APPROPRIATIONS FOR THE VILLAGE FOR SUCH YEAR AS REFLECTED IN SAID BUDGET; ESTABLISHING THE PROCEDURE FOR INTRA-BUDGET TRANSFERS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, within the time and in the manner required by law, the City Council considered a proposed General Budget of expenditures of the Village of Surfside Beach, Texas, for the City's 2016-2017 fiscal year; and

WHEREAS, pursuant to a motion of the City Council and after notice required by law, the required public hearings on such General Budget were held at the City Hall, 1304 Monument Drive, Surfside Beach, Texas, 77541, at which hearings all citizens and taxpayers of the Village had the right to be present and to be heard and those who requested to be heard were heard; and

WHEREAS, the City Council has considered the proposed General Budget and has made such changes therein as in its judgment were warranted by law and were in the best interest of the citizens and taxpayers of the Village; and

WHEREAS, a copy of such General Budget has been filed with the City Secretary and the City Council now desires to approve and adopt the same;

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council hereby approves and adopts the General Budget described in the preamble of this Ordinance, a copy of which is attached hereto and made a part of this Ordinance for all purposes and a copy of which is on file with the City Secretary. The City Secretary is hereby directed to place on said budget an endorsement, which shall be signed by the City Secretary, which shall read as follows:

**“The Original General Budget of the Village of Surfside Beach, Texas,
for the 2016-2017 Fiscal Year.”**

Such budget, as thus endorsed, shall be kept on file in the office of the City Secretary as a public record.

Section 3. In support of said budget and by virtue of the adoption thereof, including any and all changes adopted thereto, the several amounts specified for the various purposes named in said budget are hereby appropriated to and for such purposes.

Section 4. The City Council takes cognizance of the fact that in order to facilitate operations of the Village and its various departments and activities and to make adjustments occasioned by events transpiring during the year, some transfers may be necessary to and from some accounts contained within the budget as originally adopted. Accordingly, should the Mayor from time to time determine that transfers are necessary from unexpended funds in one or more budget accounts to another budget account, and the same may be accomplished without creating a deficit in the requirements of any City Department or activity, he shall recommend such transfers to the City Council. Upon approval thereof by the City Council, an amendment sheet reflecting such transfer or transfers shall be attached to the budget as specifically adopted, whereupon the City Council shall treat such funds as if they had been thus budgeted in the first instance.

PASSED, APPROVED, and ADOPTED this 13th day of September, 2016.

Larry Davison, Mayor

ATTEST:

Amanda Davenport, City Secretary

ORDINANCE NO. 2016.09.13B

AN ORDINANCE OF THE VILLAGE OF SURFSIDE BEACH, TEXAS, PROVIDING FOR THE ASSESSMENT, LEVY, AND COLLECTION OF AD VALOREM TAXES OF THE VILLAGE OF SURFSIDE, TEXAS, FOR THE YEAR 2016 AND FOR EACH YEAR THEREAFTER UNTIL OTHERWISE PROVIDED; PROVIDING THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID; AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

* * * * *

WHEREAS, Section 26.05 of the Texas Tax Code provides that by September 30, or the 60th day after the date the certified appraisal roll is received by the City, whichever is later, the governing body of each taxing unit shall adopt a tax rate for the current tax year; and

WHEREAS, such Section further provides that where the tax rate consists of two components (one which will impose the amount of taxes needed to pay the City's debt service and the other which will impose the amount of taxes needed to fund maintenance and operation expenditures of the City for the next year), each of which two components must be approved separately; and

WHEREAS, THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; and

WHEREAS, THE TAX RATE WILL EFFECTIVELY BE RAISED 8.00 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-5.76; and

WHEREAS, the proposed tax rate for the current tax year of the Village of Surfside Beach, Texas, consists of two such components, \$0.072584 for Interest and Sinking Rate (Debt Service Fund), and a tax rate of \$0.286922 on each *one hundred dollars* (\$100) of assessed valuation to fund maintenance and operation expenditures; and

WHEREAS, by separate motions heretofore adopted by the City Council of the Village of Surfside Beach, Texas, at a meeting of said City Council held on this 13th day of September, 2016, said City Council has approved separately the tax rate heretofore specified for each of said components; and

WHEREAS, having thus separately approved the tax rate for each of such components, it is necessary and appropriate for the City Council to now formally pass, approve, and adopt a 2016 tax rate ordinance for the Village of Surfside Beach, Texas; and

WHEREAS, all notices and hearings required by law as a prerequisite to the passage, approval, and adoption of said tax rate ordinance have been timely and properly given and held;

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct, and are hereby adopted, ratified, and confirmed.

Section 2. All property subject to ad valorem taxation by the Village of Surfside Beach, Texas, shall be equally and uniformly assessed for such purposes at *one hundred percent* (100%) of the fair market value of such property.

Section 3. There is hereby levied for general purposes and use by the Village of Surfside Beach, Texas, for the year 2016, and for each year thereafter until otherwise provided, an ad valorem tax at the rate of \$0.286922) on each *one hundred dollars* (\$100) of assessed valuation on all property, real, personal, and mixed, within the corporate limits upon which an ad valorem tax is authorized by law to be levied by the Village of Surfside Beach, Texas. The proceeds from such tax shall be applied to the payment of the general and current expenses of the government of the City. All such taxes shall be assessed and collected in current money of the United States of America.

Section 4. For the purpose of paying the interest on bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the Village of Surfside Beach, Texas, including the various installments of principal due on the serial bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the Village as such installments shall respectively mature, and for the purpose of repaying any sums borrowed in anticipation of current revenues for use in the payment of bonds and certificates of obligation and interest thereon maturing in the fiscal year 2016-2017, and for the purpose of paying interest and making provisions for the sinking fund on such other bond issues, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness as may be authorized, there is hereby levied for the year 2016 and for each year thereafter until otherwise provided, to be assessed and collected upon all property described in Section 3 of this Ordinance, an annual ad valorem tax at the rate of (\$0.072584) on each *one hundred dollars* (\$100) of assessed valuation.

Section 5. All ad valorem taxes levied hereby, in the total amount of (\$0.359506) on each *one hundred dollars* (\$100) of assessed valuation, as reflected by Sections 3 and 4 hereof, shall be due and payable on or before January 31, 2017. All ad valorem taxes due the Village of Surfside, Texas, and not paid on or before January 31 following the year for which they were levied shall bear penalty and interest as prescribed in the Property Tax Code of the State of Texas.

Section 6. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Those Council members present were:

1. _____

2. _____

3. _____

4. _____

5. _____

Those Council members voting "for":

1. _____

2. _____

3. _____

4. _____

5. _____

Those Council members voting "against":

1. _____

2. _____

3. _____

4. _____

5. _____

Those Council members present, but not voting:

1. _____

2. _____

Those Council members absent:

1. Marissa McMinn
2. _____

PASSED, APPROVED AND ADOPTED this 13th day of September, 2016.

ATTEST:

Larry Davison, Mayor

Amanda Davenport, City Secretary



BID TABULATION

PROJECT: E2292 - Blue Water Highway Force Main
OWNER: Village of Surfside Beach
LOCATION: Surfside Beach, Texas
BID DATE: July 7, 2016
BID TIME: 2:00 PM

ENGINEER: John D. Mercer & Associates, Inc.
 118 E. Main St.
 Edna, TX 77957
 P: 361-782-7121
 F: 361-782-6852

BIDDER	BID BOND	DAYS	ADDENDUM	BASE BID
1. Mercer Construction Co.	✓	90	#1	\$ 100,943.00
2. Abbott Inc. dba TCH	✓	45	#1	\$ 76,430.55
3. Manula + Matula	✓	30	#1	\$ 49,074.80
4. Sorrell Construction	cc	30	#1	\$ 35,045.00
5. Statewide Services, Inc.	✓	45	#1	\$ 130,541.00
6.				
7.				
8.				
9.				
10.				
11.				

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

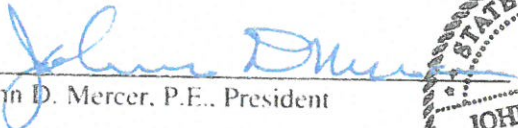
Ref: RECOMMENDATION FOR AWARD
Village of Surfside Beach - Yucca Water Plant GST Replacement Project

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.

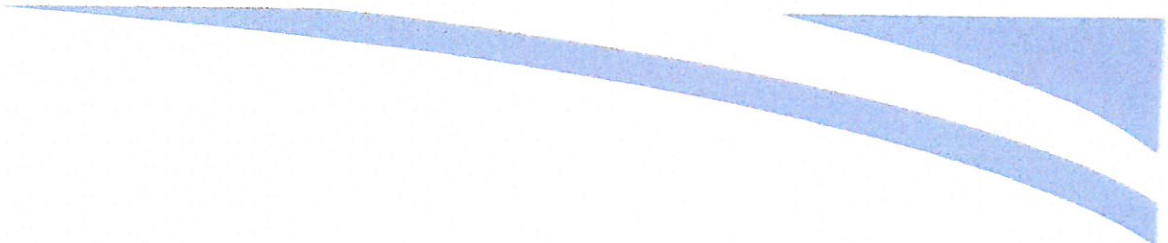
Due to the current quality of the galvanizing that is available for application on ground storage tanks, it is my recommendation that the council consider the alternate bid of \$47,567.00 for the powder coated tank. In my opinion, the powder coated tank will have a longer service life than a galvanized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

Sincerely,


John D. Mercer, P.E., President



JDM/lm



te
 May 31, 2016
 stomer VILLAGE OF SURFSIDE BEACH
 dress: 1304 MOUNUMENT DRIVE
 r, St, Zip: SURFSIDE BEACH, TEXAS 77541
 one
 x
 bile
 ail: amanda@surfsidetx.org
 n: 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:

-) 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.
-) To avoid the need for anchorage a minimum of 1'0" of water to remain in storage tank at all times.
-) Junction box to be furnished and installed by others.

NOTES:

-) Please see notes listed in "General Terms, Exceptions and Clarifications" for clarification.
-) It is the contractors/customers responsibility to review this quotation in it's entirety for conformance to project bid specifications and drawings.
-) 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.
-) Personnel and equipment necessary to unload tank materials are not included.
-) Foundation design and installation including all corresponding items, such as padding, sheetrock, verboard, plastic, media, grouting and/or shimming, equipment, etc., is not included unless shown in the body of this quotation.
-) 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.
-) 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.

c) 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

d) It is the customer's responsibility to make sure that there is sufficient space or area to allow necessary equipment and personnel access to perform work safely and efficiently with a minimum area of approximately 10-12 feet of clear space around the circumference of foundation and that there are no restrictions as a result of piping, buildings, overhead lines, etc.. Should it be discovered at time of installation that proper access is not available it is the customer's 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.

e) Disinfection / chlorination by others after completion of hydro test.

f) Please see notes listed in "General Terms, Exceptions and Clarifications" for clarification of water used for hydro test of storage tank.

g) If some form of mastic is used on the foundation customer to furnish plastic to cover or to start up of erection.

h) Safety cage of exterior ladder to begin 8'0" above grade or tank bottom.

i) 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.

j) APPEARANCE / UNIFORM COLOR FOR GALVANIZED COATING - See General Terms, Exceptions and Clarifications for reference to appearance and testing of galvanizing from an outside source. Further, the tank manufacturer assumes no responsibility with respect to uniform color or staining of the galvanized coating.

k) 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 firm's representative prior to shipment of the tank materials to the job site.

l) 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.

m) We ask and suggest that customer inspect the storage tank at the one year anniversary from the date the tank is shipped to the jobsite or from the date the tank is put into service.

n) 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.

o) WARRANTY - Unless an alternate warranty is specifically included as part of this quotation manufacturer's standard one year warranty will apply and should there be a discrepancy 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 *

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

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

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

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

OPTIONAL ITEM

WOULD 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.

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

(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

25% 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.

(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.

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.
- (7) 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, any problems as a result of non inspection prior to shipment, or introduction to the outside environment such as "White Rust (Water stain)" or "Unightly Appearance", are not the responsibility of the tank manufacturer.

ORDINANCE NO. 2016-09-13C

AN ORDINANCE OF THE VILLAGE OF SURFSIDE BEACH, TEXAS, DELETING SECTION 24-3 OF CHAPTER 24 AND ADDING A NEW SECTION 24-3 OF CHAPTER 24; PROVIDING RULES AND REGULATIONS FOR MUNICIPAL COURT JUDGES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the Village of Surfside Beach, Texas ("Village"), is continually reviewing the Code of Ordinances; and

WHEREAS, the City Council finds that the compensation for the municipal court judge should be amended;

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

Section 1. The facts and recitations contained in the preamble of this ordinance are true and correct and incorporated herein for all purposes.

Section 2. That Section 24-3 of Chapter 24 of the Code of Ordinances of the Village of Surfside Beach, Texas, is hereby deleted and a new Section 24-3 of Chapter 24 of the Code of Ordinances of the Village of Surfside Beach, Texas, is added to provide as follows:

"Chapter 24- MUNICIPAL COURT

Sec. 24-3. - Appointment; term of office; compensation of regular judge and temporary judge.

- (a) *Appointment; term of office; compensation.* As permitted by V.T.C.A., Government Code § 29.004, the city council hereby ordains that the municipal court of the village shall be presided over by a regular municipal judge to be appointed as provided in such statute and this section. Every two years a regular judge for the court shall be appointed for a term of two years. Any person appointed judge of the municipal court of the village under the provision of this chapter shall hold his term of office for the term appointed and until his successor has been appointed and qualified. The position of **presiding judge** of the court shall not be a paid position, however, the presiding judge position shall be reimbursed for authorized expenditures incurred on behalf of the village.

- (b) *Substitute municipal judge.* As permitted by V.T.C.A., Government Code § 29.006, upon the affirmative vote of a majority of the members of the city council present and voting at any regular or special meeting thereof. When the regular judge of the municipal court of the village is temporarily unable to act as such for any reason, a person so appointed a substitute municipal judge may sit for the regular judge and shall have all the powers and duties of the office and shall receive such compensation as is prescribed by the city council of the village while such person is so acting. If more than one person is appointed a substitute municipal judge of the village, then the regular judge of the village shall by order entered upon the minutes of such court designate the manner in which each substitute judge shall be called upon to exercise the powers and duties of judge of the municipal court of the village and no substitute judge shall be empowered or have any duty to act as such except in accordance with the order.”

Section 3. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the Village of Surfside Beach, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 4. Effective date. This Ordinance shall become effective immediately, and the penalty shall become enforceable when published as required by law.

PASSED, APPROVED, AND ADOPTED this, the _____ day of _____, 2016.

Larry Davison, Mayor

ATTEST:

Amanda Davenport, City Secretary

ORDINANCE NO. 2016.09.13D

AN ORDINANCE OF THE VILLAGE OF SURFSIDE BEACH, TEXAS, AMENDING ARTICLE III OF CHAPTER 48 SECTION 172(b)(4) OF THE CODE OF ORDINANCES; PROVIDING RULES AND REGULATIONS FOR SEWER CAPITAL IMPROVEMENT EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the Village of Surfside Beach, Texas, ("Village") is continually reviewing the Code of Ordinances to ensure that the health, safety, and general welfare of the public is secure; and

WHEREAS, the City Council of the Village desires to amend rules for expenditures from the sewer capital improvement fund;

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

Section 1. The facts and recitations contained in the preamble of this ordinance are true and correct and incorporated herein for all purposes.

Section 2 That Article III of Chapter 48, Section 172 (b)(4) of the Village of Surfside Beach Code of Ordinances is hereby amended to read as follows:

"CHAPTER 48

. . . .

ARTICLE III: DISCHARGE OF WASTES INTO SANITARY SEWERS

Sec. 48-172 (b)(4) The tap fees shall be placed by the village in an interest bearing capital improvement fund, which shall be dedicated for cost of improvements to the Oyster Creek Treatment Plant or the extension of or repair of the current Village sewer system.

Section 3. *Severability.* In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent

jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the Village of Surfside Beach, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. *Effective date.* This Ordinance shall become effective when published as required by law.

PASSED, APPROVED, AND ADOPTED this, the 13th day of September, 2016.

Larry Davison, Mayor

ATTEST: _____
Amanda Davenport, City Secretary

ORDINANCE NO. 2016-09-13E

AN ORDINANCE OF THE VILLAGE OF SURFSIDE BEACH, TEXAS, DEDICATING CITY OWNED PROPERTY OF THE VILLAGE OF SURFSIDE BEACH, BRAZORIA COUNTY, TEXAS, FOR THE SOLE USE AS PUBLIC PARK LAND.

WHEREAS, the Village of Surfside Beach owns property herein described through the following legal description as SURFSIDE BLK 569 LOT 1 TO 4-10-14 PT LOTS 5-PT ALLEY (A0051 F J CALVIT) ACRES .576; and

WHEREAS, the Property is located to the west side of the current city hall located at 1304 Monument Drive; and

WHEREAS, the Property is more particularly described in Exhibit "A" which is attached hereto and incorporated herein for all purposes, and

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

Section 1. That the facts and recitations found in the preamble of this Ordinance are true and correct and incorporated herein for all purposes.

Section 2. That the Property described in Exhibit "A" is hereby declared to be reserved and used as public park land.

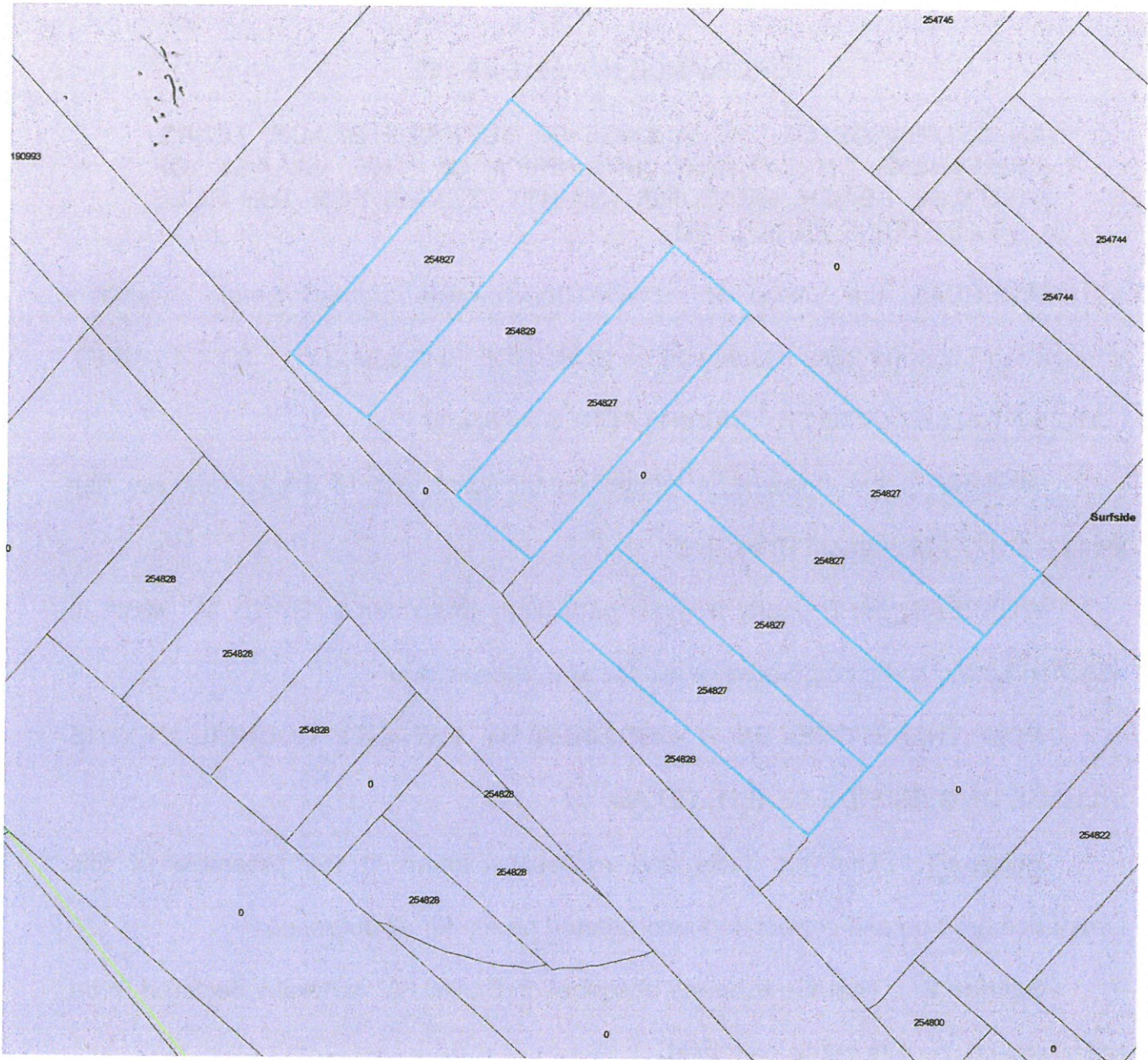
PASSED, APPROVED, and ADOPTED this, the 13th day of September, 2016.

Larry Davison, Mayor

ATTEST:

Amanda Davenport, City Secretary

EXHIBIT A



Brazoria CAD

Property Search Results > 254827 VILLAGE OF SURFSIDE BEACH for Year 2016

Property

Account

Property ID: 254827 Legal Description: SURFSIDE BLK 569 LOT 1TO4-10-14 PT LOT 5-PT ALLEY (A0051 F J CALVIT) ACRES 0.576
 Geographic ID: 7875-0623-000 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 1415 MONUMENT DR Mapsco:
 SURFSIDE,
 Neighborhood: CITY OF SURFSIDE Map ID:
 Neighborhood CD: CSS

Owner

Name: VILLAGE OF SURFSIDE BEACH Owner ID: 138657
 Mailing Address: 1304 MONUMENT DR % Ownership: 100.0000000000%
 FREEPORT, TX 77541-9522
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$100	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$100	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$100	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$100	

Taxing Jurisdiction

Owner: VILLAGE OF SURFSIDE BEACH
 % Ownership: 100.0000000000%
 Total Value: \$100

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	\$100	\$0	\$0.00
CSS	VILLAGE OF SURFSIDE	0.375204	\$100	\$0	\$0.00
DR2	VELASCO DRAINAGE DISTRICT	0.093878	\$100	\$0	\$0.00
GBC	BRAZORIA COUNTY	0.426000	\$100	\$0	\$0.00
JBR	BRAZOSPORT COLLEGE	0.277510	\$100	\$0	\$0.00
NAV	PORT FREEPORT	0.041304	\$100	\$0	\$0.00
RDB	ROAD & BRIDGE FUND	0.060000	\$100	\$0	\$0.00
SBR	BRAZOSPORT INDEPENDENT SCHOOL DISTRICT	1.255300	\$100	\$0	\$0.00

Total Tax Rate:	2.529196	Taxes w/Current Exemptions:	\$0.00
		Taxes w/o Exemptions:	\$2.53

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	SO	MISC-WETLAND	0.5760	25090.00	0.00	0.00	\$100	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017	N/A	N/A	N/A	N/A	N/A	N/A
2016	\$0	\$100	0	100	\$0	\$100
2015	\$0	\$100	0	100	\$0	\$100
2014	\$0	\$100	0	100	\$0	\$100
2013	\$0	\$100	0	100	\$0	\$100
2012	\$0	\$100	0	100	\$0	\$100
2011	\$0	\$100	0	100	\$0	\$100
2010	\$0	\$100	0	100	\$0	\$100
2009	\$0	\$85,310	0	85,310	\$0	\$85,310
2008	\$0	\$137,060	0	137,060	\$0	\$137,060
2007	\$0	\$90,580	0	90,580	\$0	\$90,580
2006	\$0	\$29,790	0	29,790	\$0	\$29,790
2005	\$0	\$25,090	0	25,090	\$0	\$25,090
2004	\$0	\$20,070	0	20,070	\$0	\$20,070
2003	\$0	\$20,070	0	20,070	\$0	\$20,070
2002	\$0	\$20,070	0	20,070	\$0	\$20,070
2001	\$0	\$20,070	0	20,070	\$0	\$20,070

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/27/2002	WD	WARRANTY DEED	CARLTON & DORCHESTER	VILLAGE OF SURFSIDE BEACH	02	019805	0

Questions Please Call (979) 849-7792

ORDINANCE NO. 2016-09-13F

AN ORDINANCE OF THE VILLAGE OF SURFSIDE BEACH, TEXAS, PROVIDING FOR THE REMOVAL OF STOP SIGNS ALONG FT. VELASCO DRIVE; PROVIDING FOR SEVERABILITY AND REPEALING ANY CONFLICTING EXISTING ORDINANCES.

WHEREAS, The Texas transportation code provides that the responsibility for the placement and maintenance of traffic control devices rests with the agency having jurisdiction (City Council), and

WHEREAS, the Village of Surfside Beach has a 4 way stop at the intersection of Ft. Velasco Drive and Texas Street; and

WHEREAS, the Village of Surfside Beach has a 4 way stop at the intersection of Ft. Velasco Drive and Oyster Street; and

WHEREAS, the City Council of the Village of Surfside Beach has determined the stop signs governing the traffic along Ft. Velasco Drive at the intersection of Ft. Velasco Drive and Oyster Street is unnecessary and should be removed; and

WHEREAS, the City Council of the Village of Surfside Beach has determined the stop signs governing the traffic along Ft. Velasco Drive at the intersection of Ft. Velasco Drive and Texas Street is unnecessary and should be removed;

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

Section 1. That the facts and recitations found in the preamble of this Ordinance are true and correct and incorporated herein for all purposes.

Section 2. The Village of Surfside Beach has determined the stop signs governing traffic along Ft. Velasco Drive at the intersections of Oyster and Texas streets are unnecessary and will be removed.

Section 3. Severability. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the Village of Surfside Beach, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 4. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 5. Effective date. This Ordinance shall become effective immediately upon its adoption.

PASSED, APPROVED, and ADOPTED this, the 13th day of September, 2016.

Larry Davison, Mayor

ATTEST:

Amanda Davenport, City Secretary

Blackboard

T: 202.463.4860
F: 202.463.4863

1111 19th Street NW
Washington DC 20036 USA
Blackboard.com

August 9, 2016

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

RE: **BLACKBOARD QUOTE# 10-233191_CPIIforHC (8/9/2016)**
GSA Contract Number GS-35F-0554M

Company Information

Blackboard, Inc.
1111 19th Street NW
9th Floor
Washington DC 20036

DUNS Number: 01-613-1430
Tax ID Number: 52-2081178
CAGE Number: 1QLN4
GSA Contract Number: GS-35F-0554M

PLEASE FAX ALL ORDERS TO 818-450-0425
Prices Valid until December 18, 2016

If you have any questions concerning this proposal, please contact Gian Carlo Hementera at GianCarlo.Hementera@blackboard.com.

Please direct all contracting related questions to Hannah Cummings at 202-303-9185.

To Whom It May Concern:

Service Summary: The Blackboard Connect for Government service allows government leaders to provide notices, direction, and reassurance to reach thousands of constituents in minutes without having to invest in or maintain hardware, software, or additional phone lines. Now, you can reach your entire community—quickly and reliably—with voice, text, and email messages.

Services include:

- An integrated communications suite, including Priority Communication, Community Outreach and Interactive Survey
- Voice and text/SMS delivery to multiple communication devices
- Geo-Calling feature lets you target recipients using a map
- 24/7/365 proactive Client Care support
- Unlimited use for a fixed, annual fee
- Initial set-up, training and refresher training sessions included
- Delivery to up to three phones, two email addresses and one SMS phone per contact
- Superior call routing, throttling, and load balancing expertise
- Fully hosted and managed Software as a Service (SaaS) --- no maintenance required
- Message delivery tracking with comprehensive reporting

Please take special note of Blackboard's GSA Contract Number on page one. **The PO submitted by your organization should reference this number.** If the PO does not reference Blackboard's GSA Contract Number this will delay issuance of your invoice and a new PO will need to be submitted to Blackboard.

If you have any questions or require additional information, please feel free to contact me at 202-303-9190. We look forward to meeting your online teaching and learning needs!

Warmest Regards,

Bill Jones
Associate General Counsel
Blackboard Inc.

Quote Summary

All products and services quoted are available through Blackboard's GSA Schedule GS-35F-0554M and pursuant to the Terms of Conditions thereof.

Renewal Term: December 18, 2016 – December 17, 2017

SIN #	Product Code	Product Name	Renewal Term	GSA Price	Net Price
132-32	BC-STND/BC-STND-GOV	Blackboard Connect for Government Service up to 988 recipients	12/18/2016 – 12/17/2017	\$1.91 per recipient	\$1,887.08
132-32	BC-CARE/BC-CARE-GOV	Blackboard Connect Support	12/18/2016 – 12/17/2017	\$957.13	\$957.13
TOTAL					\$2,844.21

Please state in the task order/purchase order the following:

- The product description, list prices, reductions, and extended prices
- The term "open market item(s)" next to any above indicated items.
- Reference Blackboard GSA Schedule# **GS-35F-0554M**
- Reference and attach this quote.

**Note: If you do not remit a PO for payment, this quote will need to be signed by both Parties.

Quote Details

Notes:

1. Net pricing for Blackboard Connect for Government Services and Support applies only for the term specified.
2. Blackboard Connect for Government Services and Support are billed annually in advance.
3. This contractor and all covered subcontractors shall abide by the requirements of 29 CFR Part 741, 41 CFR § 60-1.4(a), Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Customer: Village of Surfside Beach
Signature
Name (printed)
Title (printed)
Date

Blackboard ("Blackboard")
Signature
BILL JONES Name (printed)
ASSOCIATE GENERAL COUNSEL Title (printed)
Date



BID TABULATION

PROJECT: E2292 - Blue Water Highway Force Main
OWNER: Village of Surfside Beach
LOCATION: Surfside Beach, Texas
BID DATE: July 7, 2016
BID TIME: 2:00 PM

ENGINEER: John D. Mercer & Associates, Inc.
118 E. Main St.
Edna, TX 77957
P: 361-782-7121
F: 361-782-6852

BIDDER	BID BOND	DAYS	ADDENDUM	BASE BID
1. Meren Construction Co.	✓	90	#1	\$1,009,943. ⁰⁰
2. Alcott Inc. dba TH	✓	45	#1	\$76,430.55
3. Menula + Metula	✓	30	#1	\$49,074.80
4. Sorrell Construction	cc	30	#1	\$35,045. ⁰⁰
5. Stearns Services, Inc.	✓	45	#1	\$130,541. ⁰⁰
6.				
7.				
8.				
9.				
10.				
11.				



JOHN D. MERCER & ASSOCIATES, INC.

Consulting Engineers

John D. Mercer, P.E., President

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





ate May 31, 2016

SEE OPTIONAL ITEM PAGE 5

Customer: VILLAGE OF SURFSIDE BEACH
 Address: 1304 MOUNTAIN DRIVE
 City, State, Zip: SURFSIDE BEACH, TEXAS 77541

Phone: none
 Fax: none
 Email: amanda@surfsidetx.org
 Contact: CITY SECRETARY

Quote Number: 1605-28
 Reference: YUCCA GST
 MBE (Minority Business Enterprise) VON 3J5S0005

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
- 1 SPECIAL NOTE: The bottom will be thoroughly vacuum tested for leak detection.
- 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

Barnes Road

Roberts, TX 77471

1 342.0750 | F: 281 342 0751 | Toll Free: 877.549.2261

teriorTank.com



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	1'0" above grade with plain end pipe entering shell of tank approximately
1	1'0" below deck eave with internal 90 degree ell
1	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
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
1	NOTE: Electrodes, external support brackets and conduit to be furnished and installed by others
1	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 contractor/customer's 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 stays 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. It is the customer's responsibility to make sure that their is sufficient space or area to allow necessary equipment and personnel access to perform work safely and efficiently 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 installation that proper access is not available it is the customer's 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 in 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.

12) We ask and suggest 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.

13) 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. Electrolysis and / or electrolytic action corrosion environment. C. Micro biologically induced corrosion environment.

14) We ask and suggest that customer inspect the storage tank at the one year anniversary 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 date of initial inspection. Failure to do so could negatively impact the service life of the storage tank and void the warranty.

15) 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 discrepancy 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:

estimated tare material weight in lbs:

estimated gross material weight in lbs:

estimated cubage:

15000
1500
16500
525

sale price K. D., F. O. B. Surfside Beach, Texas:

\$30,958

rection per terms listed below:

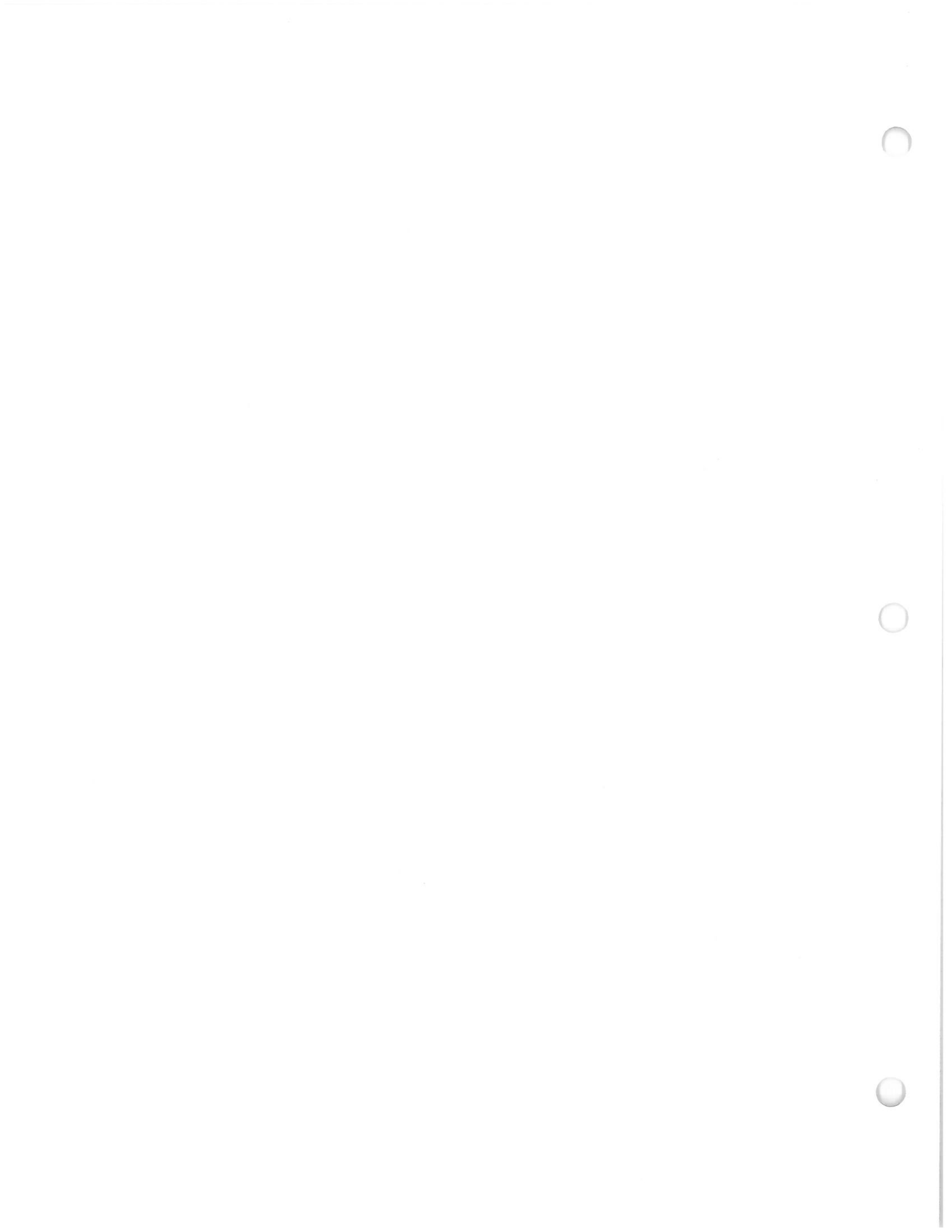
(see - ERECTION TERMS, EXCEPTIONS AND CLARIFICATIONS)

\$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
charges 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.ft.

Dupont PFT-609-S6 (Superior Sand) Exterior Polyester minimum of 3 mils d.ft.

with tank tan epoxy primer minimum of 3-4 mils d.ft. for a minimum of 6-7 mils d.ft.

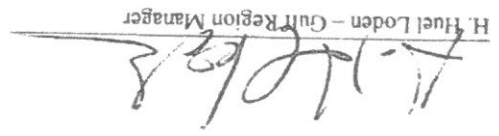
Other exterior color selections available upon request, additional charges may apply.



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.

WARRANTY

Acceptance of the order is contingent upon payment terms and a contract document acceptable to STCL. 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.


H. Huel Loden - Gulf Region Manager



(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

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

25% 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.



(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. 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 proper 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 or degree, of STCI/SBTC.



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.
- (7) 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. 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 any 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.

