

**VILLAGE OF SURFSIDE BEACH SF**  
**Profit & Loss Budget Performance**  
**September 2016**

|   | Sep 16           | Budget           | Oct '15 - Se...   | YTD Budget        | Annual Bu...      |
|---|------------------|------------------|-------------------|-------------------|-------------------|
| <b>Ordinary Income/Expense</b>              |                  |                  |                   |                   |                   |
| <b>Income</b>                               |                  |                  |                   |                   |                   |
| 3100 · SALE OF WATER                        | 38,368.63        | 31,666.67        | 405,630.02        | 380,000.00        | 380,000.00        |
| 3110 · WATER TOWER USAGE CONTRA...          | 300.00           | 104.17           | 1,600.00          | 1,250.00          | 1,250.00          |
| 3121 · WATER TAP FEES                       | 410.00           | 666.67           | 6,660.00          | 8,000.00          | 8,000.00          |
| 3200 · SEWER SYSTEM REVENUES                | 13,670.00        | 12,500.00        | 144,581.77        | 150,000.00        | 150,000.00        |
| 3215 · TRANSFER FROM SEWER FUND             | 0.00             |                  | 25,000.00         |                   |                   |
| 3600 · MISC INCOME/DEPOSITS                 | 0.00             | 16.67            | 21.00             | 200.00            | 200.00            |
| 3605 · WATER LATE CHARGES                   | 715.00           | 583.33           | 6,900.00          | 7,000.00          | 7,000.00          |
| 3630 · WATER RECONNECT FEE                  | 200.00           | 150.00           | 1,600.00          | 1,800.00          | 1,800.00          |
| 3650 · SEPTIC TANK PERMIT FEE               | 820.00           | 1,000.00         | 9,840.00          | 12,000.00         | 12,000.00         |
| 3704 · SEWER TAP FEES                       | 0.00             | 1,666.67         | 30,000.00         | 20,000.00         | 20,000.00         |
| 3719 · Cost Share w/ GF - PW Sup. Sal.      | 23,300.00        | 25,000.00        | 25,000.00         | 25,000.00         | 25,000.00         |
| <b>Total Income</b>                         | <b>77,783.63</b> | <b>73,354.18</b> | <b>656,832.79</b> | <b>605,250.00</b> | <b>605,250.00</b> |
| <b>Gross Profit</b>                         | <b>77,783.63</b> | <b>73,354.18</b> | <b>656,832.79</b> | <b>605,250.00</b> | <b>605,250.00</b> |
| <b>Expense</b>                              |                  |                  |                   |                   |                   |
| 9100 · PAYROLL                              | 4,876.16         | 6,666.67         | 68,251.10         | 80,000.00         | 80,000.00         |
| 9101 · PUBLIC WORKS SUPERVISOR              | 4,038.46         | 4,375.00         | 52,499.95         | 52,500.00         | 52,500.00         |
| 9105 · CLERICAL WAGES                       | 2,349.06         | 2,548.00         | 30,050.49         | 30,576.00         | 30,576.00         |
| 9110 · ALL OVER TIME                        | 1,798.92         | 1,166.67         | 12,993.95         | 14,000.00         | 14,000.00         |
| 9140 · HEALTH/LIFE INSURANCE                | -195.24          | 2,000.00         | 23,207.04         | 24,000.00         | 24,000.00         |
| 9150 · FICA MATCH/SUI                       | 999.28           | 1,250.00         | 13,230.17         | 15,000.00         | 15,000.00         |
| 9170 · WORK COMP INSURANCE                  | 0.00             | 83.33            | 0.00              | 1,000.00          | 1,000.00          |
| 9180 · TMRS CITY PORTION 2.22               | 101.50           | 125.00           | 1,313.69          | 1,500.00          | 1,500.00          |
| 9200 · OFFICE SUPPLIES                      | 0.00             | 316.67           | 3,008.72          | 3,800.00          | 3,800.00          |
| 9220 · POSTAGE                              | 0.00             | 541.67           | 5,296.39          | 6,500.00          | 6,500.00          |
| 9230 · CHEMICAL EXPENSE                     | 507.86           | 1,166.67         | 9,001.79          | 14,000.00         | 14,000.00         |
| 9240 · FUEL                                 | 0.00             | 916.67           | 4,642.42          | 11,000.00         | 11,000.00         |
| 9250 · PLUMBING PARTS AND SUPPLIES          | 953.87           | 2,833.33         | 23,603.53         | 34,000.00         | 34,000.00         |
| 9270 · UNIFORM EXPENSE                      | 0.00             | 41.67            | 341.03            | 500.00            | 500.00            |
| 9405 · REPAIRS VEHICLE/EQUIPMENT            | 0.00             | 166.67           | 491.58            | 2,000.00          | 2,000.00          |
| 9461 · WELL SERVICE REPAIR                  | -107.71          | 1,666.67         | 16,021.37         | 20,000.00         | 20,000.00         |
| 9465 · EQUIPMENT RENTAL                     | 0.00             | 416.67           | 712.13            | 5,000.00          | 5,000.00          |
| 9490 · SEWER SYSTEM EXPENSE/MAINT           | 0.00             | 1,000.00         | 12,087.27         | 12,000.00         | 12,000.00         |
| 9494 · BUILDING MAINTENANCE                 | 0.00             | 41.67            | 0.00              | 500.00            | 500.00            |
| 9500 · TRAINING EXPENSE                     | 0.00             | 166.67           | 385.00            | 2,000.00          | 2,000.00          |
| 9501 · UTILITIES                            | 1,530.96         | 1,250.00         | 14,797.13         | 15,000.00         | 15,000.00         |
| 9502 · FEES/TCEQ/MISC                       | -212.00          | 416.67           | 6,943.30          | 5,000.00          | 5,000.00          |
| 9504 · SEWER UTILITIES                      | 890.36           | 833.33           | 8,664.33          | 10,000.00         | 10,000.00         |
| 9520 · PROFESSIONAL FEES                    | 5,174.50         | 41.67            | 6,506.00          | 500.00            | 500.00            |
| 9540 · AUDITOR                              | 0.00             | 291.67           | 3,500.00          | 3,500.00          | 3,500.00          |
| 9550 · HEALTH DEPARTMENT                    | 81.88            | 333.33           | 5,545.43          | 4,000.00          | 4,000.00          |
| 9555 · CRG Sewer System Constr Loan         | 0.00             | 0.00             | 19,211.17         | 19,211.17         | 19,211.17         |
| 9557 · SEWER TREATMENT OYSTER CRK           |                  |                  |                   |                   |                   |
| 9557 A · Transmission Freeports Line        | 0.00             | 1,166.67         | 10,191.03         | 14,000.00         | 14,000.00         |
| 9557 · SEWER TREATMENT OYSTER ...           | 0.00             | 3,000.00         | 38,156.04         | 36,000.00         | 36,000.00         |
| <b>Total 9557 · SEWER TREATMENT OYST...</b> | <b>0.00</b>      | <b>4,166.67</b>  | <b>48,347.07</b>  | <b>50,000.00</b>  | <b>50,000.00</b>  |
| 9567 · PUBLIC WATER DISPENSER               | 209.75           | 141.67           | 2,655.35          | 1,700.00          | 1,700.00          |
| 9590 · TELEPHONE                            | 924.54           | 416.67           | 6,833.44          | 5,000.00          | 5,000.00          |
| 9600 · BOND MAINT FEE                       | 0.00             | 120.83           | 0.00              | 1,450.00          | 1,450.00          |
| 9601 · WINDSTORM/FIRE INSURANCE             | 0.00             | 83.33            | 0.00              | 1,000.00          | 1,000.00          |
| 9602 · LIABILITY INSURANCE                  | 0.00             | 583.33           | 0.00              | 7,000.00          | 7,000.00          |
| 9603 · MISCELLANEOUS                        | 16.19            | 41.67            | 290.68            | 500.00            | 500.00            |
| 9604 · CONTINGENCY                          | 0.00             | 41.67            | 0.00              | 500.00            | 500.00            |
| 9605 · BANK/CREDIT CARD CHGS                | 213.85           | 125.00           | 1,916.20          | 1,500.00          | 1,500.00          |
| 9708 · OFFICE HARDWARE/SOFTWARE ...         | 0.00             | 125.00           | 5,055.00          | 1,500.00          | 1,500.00          |
| 9726 · COPIER                               | 0.00             | 83.33            | 1,000.00          | 1,000.00          | 1,000.00          |
| 9755 · TOOL & EQUIPMENT PURCHASES           | 776.10           | 166.67           | 888.10            | 2,000.00          | 2,000.00          |
| 9770 · USED VEHICLE PURCHASE FY 1...        | 0.00             |                  | 12,800.00         | 15,000.00         | 15,000.00         |
| 9807 · RESERVE/CAPITAL IMP FUNDS            | 14,532.69        | 15,869.08        | 61,153.72         | 15,869.08         | 15,869.08         |

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Accrual Basis

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

|                                    | <u>Sep 16</u>           | <u>Budget</u>           | <u>Oct '15 - Se...</u>   | <u>YTD Budget</u>  | <u>Annual Bu...</u> |
|------------------------------------|-------------------------|-------------------------|--------------------------|--------------------|---------------------|
| 9812 · TWDB 97 BOND SF ALLOCATIONS | 0.00                    | 0.00                    | 2,767.50                 | 50,535.00          | 50,535.00           |
| 9820 · USDA LOAN PMT 1 AND 2       | 0.00                    | 0.00                    | 0.00                     | 63,608.75          | 63,608.75           |
| <b>Total Expense</b>               | <u>39,460.98</u>        | <u>52,621.29</u>        | <u>486,012.04</u>        | <u>605,250.00</u>  | <u>605,250.00</u>   |
| <b>Net Ordinary Income</b>         | 38,322.65               | 20,732.89               | 170,820.75               | 0.00               | 0.00                |
| <b>Other Income/Expense</b>        |                         |                         |                          |                    |                     |
| <b>Other Income</b>                |                         |                         |                          |                    |                     |
| TRANSFER FROM TWDB 06              | 0.00                    |                         | 54,273.69                |                    |                     |
| <b>Total Other Income</b>          | <u>0.00</u>             |                         | <u>54,273.69</u>         |                    |                     |
| <b>Net Other Income</b>            | 0.00                    | 0.00                    | 54,273.69                | 0.00               | 0.00                |
| <b>Net Income</b>                  | <u><u>38,322.65</u></u> | <u><u>20,732.89</u></u> | <u><u>225,094.44</u></u> | <u><u>0.00</u></u> | <u><u>0.00</u></u>  |

**VILLAGE OF SURFSIDE BEACH SF**  
**Transaction List by Vendor**  
**September 2016**

| Type                                    | Date       | Num       | Memo                      | Amount     |
|---|------------|-----------|---------------------------|------------|
| <b>AT&amp;T</b>                         |            |           |                           |            |
| Check                                   | 09/14/2016 | 1043      | 97937306995884 9793...    | -104.91    |
| Check                                   | 09/20/2016 | 1055      | 97923396456755 9793...    | -7.40      |
| <b>Brazoria County Health Water Lab</b> |            |           |                           |            |
| Check                                   | 09/14/2016 | 1042      |                           | -75.00     |
| <b>CENTER POINT ENGERY</b>              |            |           |                           |            |
| Check                                   | 09/14/2016 | 1039      |                           | -10,669.82 |
| <b>COMMUNITY RESOURCE GROUP</b>         |            |           |                           |            |
| Check                                   | 09/07/2016 | DEBIT     |                           | -16.19     |
| <b>CULLIGAN WATER DEPT</b>              |            |           |                           |            |
| Check                                   | 09/14/2016 | 1047      |                           | -209.75    |
| <b>DSHS CENTRAL LAB</b>                 |            |           |                           |            |
| Check                                   | 09/14/2016 | 1041      | CEN.CD0160_082016         | -6.88      |
| <b>DXI INDUSTRIES</b>                   |            |           |                           |            |
| Check                                   | 09/14/2016 | 1040      | 055015461-16 DE0500...    | -507.86    |
| <b>ENGIE RESOURCES</b>                  |            |           |                           |            |
| Check                                   | 09/14/2016 | 1044      |                           | -2,421.32  |
| <b>IRS</b>                              |            |           |                           |            |
| Liability Check                         | 09/07/2016 | DEBIT     | 74-2053043                | -1,772.14  |
| Liability Check                         | 09/20/2016 | DEBIT     | 74-2053043                | -1,679.42  |
| <b>JOHN D MERCER AND ASSOC</b>          |            |           |                           |            |
| Check                                   | 09/14/2016 | 1046      | 15732 15731               | -5,174.50  |
| <b>LLF CONSTRUCTION</b>                 |            |           |                           |            |
| Check                                   | 09/12/2016 | 1048      | PAY APP # 6               | -3,862.87  |
| <b>MOORE SUPPLY</b>                     |            |           |                           |            |
| Check                                   | 09/20/2016 | 1057      | S148495647.001            | -591.67    |
| <b>SOUTHWEST METERS</b>                 |            |           |                           |            |
| Check                                   | 09/20/2016 | 1056      | 5591 5781                 | -362.20    |
| Check                                   | 09/30/2016 | 1066      | 5781-1 5858               | -776.10    |
| <b>TCEQ</b>                             |            |           |                           |            |
| General Journal                         | 09/09/2016 | Transf... | Reverse of GJE Transfe... | 222.00     |
| Check                                   | 09/30/2016 | 1064      | 90200037                  | -10.00     |
| <b>TMRS</b>                             |            |           |                           |            |
| Check                                   | 09/15/2016 | 1051      | 01233                     | -101.50    |
| Liability Check                         | 09/20/2016 | 1054      | 01233                     | -313.42    |
| <b>VERIZON WIRELESS</b>                 |            |           |                           |            |
| Check                                   | 09/01/2016 | 1034      | 822352080-00001           | -368.56    |
| Check                                   | 09/14/2016 | 1045      | 822352080-00001           | -373.67    |
| <b>WORLDPAY</b>                         |            |           |                           |            |
| Check                                   | 09/07/2016 | debit     |                           | -553.17    |

## VILLAGE OF SURFSIDE BEACH BEACH FUND

## Profit &amp; Loss Budget Performance

September 2016

|                                    | Sep 16           | Budget           | Oct '15 - ...     | YTD Bud...        | Annual B...       |
|------------------------------------|------------------|------------------|-------------------|-------------------|-------------------|
| <b>Income</b>                      |                  |                  |                   |                   |                   |
| 3100 · STATE BEACH FUNDS           | 0.00             | 0.00             | 33,768.12         | 20,000.00         | 20,000.00         |
| 3110 · SEASONAL PERMIT SALES       | 38,981.00        | 25,000.00        | 330,496.75        | 300,000.00        | 300,000.00        |
| 3130 · S-PERMIT SALES Retail       | 5,500.00         | 4,000.00         | 56,100.00         | 50,000.00         | 50,000.00         |
| 3600 · OTHER INCOME                | 0.00             | 5.00             | 0.00              | 100.00            | 100.00            |
| 3601 · SANDFENCE PURCHASES         | 0.00             | 25.00            | 90.00             | 500.00            | 500.00            |
| 3609 · TRANSFER FROM HOTEL FUND    | 0.00             |                  | -3,187.45         |                   |                   |
| <b>Total Income</b>                | <b>44,481.00</b> | <b>29,030.00</b> | <b>417,267.42</b> | <b>370,600.00</b> | <b>370,600.00</b> |
| <b>Gross Profit</b>                | <b>44,481.00</b> | <b>29,030.00</b> | <b>417,267.42</b> | <b>370,600.00</b> | <b>370,600.00</b> |
| <b>Expense</b>                     |                  |                  |                   |                   |                   |
| 6560 · Payroll Expenses            | 0.00             |                  | 0.00              |                   |                   |
| 7100 · WAGES                       | 2,359.16         | 4,000.00         | 29,398.10         | 40,000.00         | 40,000.00         |
| 7101 · TMRS CITY PORTION           | 14.68            | 125.00           | 403.29            | 1,500.00          | 1,500.00          |
| 7102 · SEASONAL BEACH PATROL L...  | 300.00           | 600.00           | 2,595.00          | 5,000.00          | 5,000.00          |
| 7104 · ADMINISTRATIVE LABOR        | 0.00             | 1,800.00         | 19,650.00         | 21,600.00         | 21,600.00         |
| 7105 · BEACH CLEANUP EMPLOYEE      | 9,033.76         | 5,833.33         | 75,822.82         | 70,000.00         | 70,000.00         |
| 7106 · BEACH PATROL                | 0.00             | 3,333.33         | 58,388.49         | 40,000.00         | 40,000.00         |
| 7108 · HEALTH/LIFE INSURANCE       | -20.00           | 833.33           | 13,380.83         | 10,000.00         | 10,000.00         |
| 7110 · OVERTIME BOOTH ATTENDANT    | 87.75            | 333.33           | 447.00            | 4,000.00          | 4,000.00          |
| 7120 · EMS HRS                     | 1,080.00         | 416.67           | 3,600.00          | 5,000.00          | 5,000.00          |
| 7150 · FICA MATCH/SUTA             | 983.84           | 833.33           | 12,731.72         | 10,000.00         | 10,000.00         |
| 7170 · WORK COMP                   | 0.00             | 100.00           | 246.44            | 1,200.00          | 1,200.00          |
| 7180 · LEGAL FEES                  | 0.00             | 166.67           | 0.00              | 2,000.00          | 2,000.00          |
| 7200 · OFFICE SUPPLIES             | 0.00             | 0.00             | 461.28            | 250.00            | 250.00            |
| 7210 · ADVERTISING                 | 0.00             |                  | 2,107.00          |                   |                   |
| 7250 · PERMIT DECALS               | 0.00             | 0.00             | 3,043.65          | 5,000.00          | 5,000.00          |
| 7255 · TRASH BARRELS               | 0.00             | 8.33             | 1,125.62          | 100.00            | 100.00            |
| 7256 · CABANAS                     | 0.00             | 416.67           | 5,078.69          | 5,000.00          | 5,000.00          |
| 7260 · SIGN/BARRICADE              | 0.00             | 416.67           | 10,695.64         | 5,000.00          | 5,000.00          |
| 7270 · UNIFORM EXPENSE             | 0.00             | 41.67            | 363.61            | 500.00            | 500.00            |
| 7400 · S/PARK REPAIRS              | 0.00             | 41.67            | 0.00              | 500.00            | 500.00            |
| 7480 · EQ REPAIRS                  | 1,769.59         | 433.33           | 10,332.68         | 5,200.00          | 5,200.00          |
| 7490 · ENTRANCE ACCESS             | 3,124.23         | 416.67           | 43,841.06         | 5,000.00          | 5,000.00          |
| 7501 · PARK UTILITIES              | 0.00             | 208.33           | 0.00              | 2,500.00          | 2,500.00          |
| 7520 · TRASH BAGS                  | 672.00           | 541.67           | 2,711.09          | 6,500.00          | 6,500.00          |
| 7530 · WALKOVERS                   | 0.00             | 41.67            | 5,742.11          | 500.00            | 500.00            |
| 7540 · AUDIT EXPENSE               | 0.00             | 333.33           | 4,000.00          | 4,000.00          | 4,000.00          |
| 7560 · PORTABLE TOILET SERVICE     | 10,024.00        | 2,500.00         | 37,195.18         | 30,000.00         | 30,000.00         |
| 7602 · LIABILTY INSURANCE          | 0.00             | 375.00           | 0.00              | 4,500.00          | 4,500.00          |
| 7603 · BEACH MISC                  | 0.00             | 41.67            | 288.10            | 500.00            | 500.00            |
| 7604 · CONTINGENCY                 | 0.00             |                  | 0.00              | 0.00              | 0.00              |
| 7605 · BOOTHS                      | 0.00             | 250.00           | 5,139.50          | 3,000.00          | 3,000.00          |
| 7606 · CRAB PIER                   | 0.00             | 166.67           | 4,931.49          | 2,000.00          | 2,000.00          |
| 7608 · S/PARK MISC                 | 0.00             | 16.67            | 0.00              | 200.00            | 200.00            |
| 7611 · FLOOD INS S/PARK            | 0.00             | 416.67           | 6,084.00          | 5,000.00          | 5,000.00          |
| 7612 · FUEL                        | 0.00             | 208.33           | 577.69            | 2,500.00          | 2,500.00          |
| 7613 · ROLLOFFS                    | 5,453.66         | 1,750.00         | 29,264.50         | 21,000.00         | 21,000.00         |
| 7614 · SANDFENCE                   | 0.00             | 125.00           | 2,248.61          | 1,500.00          | 1,500.00          |
| 7630 · EQ PURCHASE / RENTAL        | 2,422.00         | 833.33           | 12,348.89         | 10,000.00         | 10,000.00         |
| 7631 · RESERVE/CAPITAL IMP         | 0.00             | 8,450.00         | 0.00              | 8,450.00          | 8,450.00          |
| 7632 · PURCHASE OF VEHICLE         | 0.00             |                  | 14,800.00         | 15,000.00         | 15,000.00         |
| 7634 · ARMORED SERVICE             | 305.88           | 300.00           | 2,211.94          | 3,600.00          | 3,600.00          |
| 7635 · NOTE PAYABLE JOHN DEERE ... | 2,158.10         | 1,083.37         | 14,027.65         | 13,000.00         | 13,000.00         |
| <b>Total Expense</b>               | <b>39,768.65</b> | <b>37,791.71</b> | <b>435,283.67</b> | <b>370,600.00</b> | <b>370,600.00</b> |
| <b>Net Income</b>                  | <b>4,712.35</b>  | <b>-8,761.71</b> | <b>-18,016.25</b> | <b>0.00</b>       | <b>0.00</b>       |



**VILLAGE OF SURFSIDE BEACH BEACH FUND**  
**Transaction List by Vendor**  
**September 2016**

| Type                                  | Date       | Num   | Memo                      | Amount    |
|---------------------------------------|------------|-------|---------------------------|-----------|
| <b>BRAZORIA COUNTY SEPTIC SERVICE</b> |            |       |                           |           |
| Check                                 | 09/20/2016 | 1071  | 69543                     | -5,012.00 |
| Check                                 | 09/30/2016 | 1073  | 69543                     | -5,012.00 |
| <b>BRAZOS NATIONAL BANK</b>           |            |       |                           |           |
| Check                                 | 09/01/2016 | 1036  | 8004538371                | -1,079.05 |
| Check                                 | 09/14/2016 | 1050  | 8004538371                | -1,079.05 |
| <b>BRINKS INC</b>                     |            |       |                           |           |
| Check                                 | 09/14/2016 | 1049  | 10120412 1566233          | -305.88   |
| <b>BROOKSIDE EQ SALES</b>             |            |       |                           |           |
| Check                                 | 09/01/2016 | 1035  |                           | -153.59   |
| Check                                 | 09/20/2016 | 1070  |                           | -114.73   |
| Check                                 | 09/30/2016 | 1072  | IA75518 IA76326 IA7632... | -1,501.27 |
| <b>GULF COAST PAPER</b>               |            |       |                           |           |
| Check                                 | 09/01/2016 | 1033  | 1/0002191575              | -672.00   |
| <b>IRS</b>                            |            |       |                           |           |
| Liability Check                       | 09/08/2016 | debit | 74-2053043                | -1,744.06 |
| Liability Check                       | 09/20/2016 | DEBIT | 74-2053043                | -1,382.62 |
| <b>Mike Sorrell Trucking Inc</b>      |            |       |                           |           |
| Check                                 | 09/14/2016 | 1048  | 2821 2822                 | -3,124.23 |
| <b>MUSTANG RENTAL</b>                 |            |       |                           |           |
| Check                                 | 09/14/2016 | 1053  | 587735                    | -1,122.00 |
| <b>RICHMOND EQUIPMENT</b>             |            |       |                           |           |
| Check                                 | 09/14/2016 | 1052  | 14467 15056               | -1,300.00 |
| <b>SPRINT WASTE SERVICES</b>          |            |       |                           |           |
| Check                                 | 09/01/2016 | 1034  | 212240                    | -763.40   |
| Check                                 | 09/14/2016 | 1051  | 212887 213356 212556 2... | -3,673.87 |
| Check                                 | 09/20/2016 | 1069  | 214737                    | -1,016.39 |
| <b>TMRS</b>                           |            |       |                           |           |
| Check                                 | 09/15/2016 | 1056  |                           | -14.68    |
| Liability Check                       | 09/20/2016 | 1063  | 742053043                 | -134.53   |

**VILLAGE OF SURFSIDE BEACH HF**  
**Profit & Loss Budget Performance**  
**September 2016**

|                                       | Sep 16                  | Budget                  | Oct '15 - ...            | YTD Bud...         | Annual B...        |
|---------------------------------------|-------------------------|-------------------------|--------------------------|--------------------|--------------------|
| <b>Income</b>                         |                         |                         |                          |                    |                    |
| 3201 · FT VELASCO REBUILD INCOME      | 18,321.00               | 1,500.00                | 24,246.00                | 18,000.00          | 18,000.00          |
| 3204 · TPWD TRAIL PHASE TWO INCOME    | 0.00                    | 0.00                    | 0.00                     | 25,000.00          | 25,000.00          |
| 3205 · TPWD TRAIL PHASE THREE INCOME  | 0.00                    | 0.00                    | 0.00                     | 48,800.00          | 48,800.00          |
| 3305 · HOTEL/MOTEL 2013-2014          | 0.00                    |                         | 138.00                   |                    |                    |
| 3306 · HOTEL/MOTEL 2014-2015          | 2,786.00                |                         | 6,710.92                 | 13,750.00          | 13,750.00          |
| 3307 · HOTEL MOTEL 2015-16            | 1,283.12                | 13,750.00               | 159,720.67               | 151,250.00         | 151,250.00         |
| 3400 · STATE PORTION HTL TAX -HB 1915 | 0.00                    |                         | 51,535.07                |                    |                    |
| 3404 · MISCELLANEOUS DONATIONS        | 21.00                   | 26.00                   | 326.00                   | 400.00             | 400.00             |
| 3600 · OTHER REVENUE/PENALTY          | 0.00                    |                         | 18.95                    |                    |                    |
| <b>Total Income</b>                   | <u>22,411.12</u>        | <u>15,276.00</u>        | <u>242,695.61</u>        | <u>257,200.00</u>  | <u>257,200.00</u>  |
| <b>Gross Profit</b>                   | 22,411.12               | 15,276.00               | 242,695.61               | 257,200.00         | 257,200.00         |
| <b>Expense</b>                        |                         |                         |                          |                    |                    |
| 4400 · BEAUTIFICATION PROJECT         | 200.00                  | 416.67                  | 4,486.84                 | 5,000.00           | 5,000.00           |
| 4401 · FT VELASCO EXPENSE             | 3,952.00                | 291.67                  | 5,748.00                 | 3,500.00           | 3,500.00           |
| 4410 · PARK LANDSCAPE                 | 0.00                    | 333.33                  | 3,187.45                 | 4,000.00           | 4,000.00           |
| 4420 · BEACH MAINTENANCE              | 0.00                    | 583.33                  | 0.00                     | 7,000.00           | 7,000.00           |
| 4430 · STAHLMAN PARK                  | 0.00                    | 583.33                  | 959.45                   | 7,000.00           | 7,000.00           |
| 4440 · BEACH SECURITY                 | 0.00                    | 583.33                  | 0.00                     | 7,000.00           | 7,000.00           |
| 4450 · FLAG EXPENSE                   | 482.00                  | 83.33                   | 903.00                   | 1,000.00           | 1,000.00           |
| 4481 · TPWD NATURE TRAIL PHASE II     | 0.00                    | 4,166.67                | 0.00                     | 50,000.00          | 50,000.00          |
| 4482 · TPWD NATURE TRAIL PHASE III    | 0.00                    | 2,083.33                | 24,989.96                | 25,000.00          | 25,000.00          |
| 4510 · ADVERTISING EXPENSE            | 0.00                    | 2,083.33                | 20,124.00                | 25,000.00          | 25,000.00          |
| 4520 · BROCHURE/MAP PRINTING          | 0.00                    | 833.33                  | 1,311.00                 | 10,000.00          | 10,000.00          |
| 4530 · BRAZOSPORT CHAMBER             | 0.00                    | 833.33                  | 10,250.00                | 10,000.00          | 10,000.00          |
| 4540 · AUDIT EXPENSE                  | 0.00                    | 333.33                  | 4,000.00                 | 4,000.00           | 4,000.00           |
| 4550 · MUSEUM EXPENSE                 | 811.18                  | 83.33                   | 831.17                   | 1,000.00           | 1,000.00           |
| 4560 · SPECIAL EVENTS/PROJECTS        | 400.00                  | 83.33                   | 1,375.06                 | 1,000.00           | 1,000.00           |
| 4570 · WEBMASTER                      | 0.00                    | 166.67                  | 1,500.00                 | 2,000.00           | 2,000.00           |
| 4580 · PROFESSIONAL EXPENSES          | 0.00                    | 333.33                  | 0.00                     | 4,000.00           | 4,000.00           |
| 4602 · TML LIABILTY INSURANCE         | 0.00                    | 58.33                   | 0.00                     | 700.00             | 700.00             |
| 4700 · RESERVE TEXPOOL EXPENSE        | 0.00                    | 833.33                  | 0.00                     | 10,000.00          | 10,000.00          |
| 4713 · BOAT RAMP- MTNCE/UPKEEP        | 71.59                   | 416.67                  | 15,622.02                | 5,000.00           | 5,000.00           |
| 4715 · SURFSIDE SPLASH PARK           | 0.00                    | 6,250.00                | 0.00                     | 75,000.00          | 75,000.00          |
| <b>Total Expense</b>                  | <u>5,916.77</u>         | <u>21,433.30</u>        | <u>95,287.95</u>         | <u>257,200.00</u>  | <u>257,200.00</u>  |
| <b>Net Income</b>                     | <u><u>16,494.35</u></u> | <u><u>-6,157.30</u></u> | <u><u>147,407.66</u></u> | <u><u>0.00</u></u> | <u><u>0.00</u></u> |

**VILLAGE OF SURFSIDE BEACH HF**  
**Transaction List by Vendor**  
**September 2016**

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| <u>Type</u>                          | <u>Date</u> | <u>Num</u> | <u>Memo</u>             | <u>Amount</u> |
|--------------------------------------|-------------|------------|-------------------------|---------------|
| <b>ANGLETON FLAGPOLE COMPANY LLC</b> |             |            |                         |               |
| Check                                | 09/14/2016  | 1007       | 7999                    | -482.00       |
| <b>BRENDA O'BANNON</b>               |             |            |                         |               |
| Check                                | 09/29/2016  | 1008       |                         | -200.00       |
| <b>DIDO'S SEAFOOD &amp; STEAKS</b>   |             |            |                         |               |
| Check                                | 09/09/2016  | 1004       |                         | -3,952.00     |
| <b>ENGIE RESOURCES</b>               |             |            |                         |               |
| Check                                | 09/14/2016  | 1006       | 24706-19000 77263-77... | -71.59        |
| <b>WESTERN ASSOCIATES, INC.</b>      |             |            |                         |               |
| Check                                | 09/14/2016  | 1005       | inv 29355-1             | -811.18       |



September 13, 2016

Via E-Mail

Ms. Amanda Davenport  
City Secretary  
City of Surfside Beach  
1304 Monument Drive  
Surfside Beach, TX 77541

Dear Amanda:

We are pleased to enclose a model ordinance for your city to adopt a:

***6% Employee Deposit Rate***

If adopted, the city will begin deducting this new percentage rate from each employee's gross monthly wages beginning on the date indicated in the approved ordinance. This date may be the first of any month following the adoption date.

With the adoption of this provision your city's contribution rate beginning January 1, 2017 will be **1.45%**.

We will appreciate receiving a copy of this ordinance as soon as possible after its adoption.

If you need any additional information or assistance, please contact me at 1-800-924-8677.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric W. Davis', written in a cursive style.

Eric W. Davis  
Deputy Executive Director



# Plan Change Study

01233 Surfside Beach

Proposed Plans

GRID 2017

For Informational Purposes Only  
 Effective Date - January 1, 2017  
 Report Date - September 13, 2016

| <u>Plan Provisions</u>       | <u>Current</u> | <u>1</u>      |
|------------------------------|----------------|---------------|
| Deposit Rate                 | 5.00%          | 6.00% ✓       |
| Matching Ratio               | 1 to 1         | 1 to 1        |
| Updated Service Credit       | 0%             | 0%            |
| Transfer USC **              | No             | No            |
| Annuity Increase             | 0%             | 0%            |
| 20 Year/Any Age Ret.         | No             | No            |
| Vesting                      | 5 years        | 5 years       |
| <u>Contribution Rates</u>    | <u>2017</u>    | <u>2017</u>   |
| Normal Cost Rate             | 1.78%          | 2.14%         |
| Prior Service Rate           | -0.94%         | -0.89%        |
| Retirement Rate              | 0.84%          | 1.25%         |
| Supplemental Death Rate      | 0.20% (A & R)  | 0.20% (A & R) |
| Total Rate                   | 1.04%          | 1.45% ✓       |
| Unfunded Actuarial Liability | \$-97,595      | \$-93,212     |
| Amortization Period          | 25 years       | 25 years      |
| Funded Ratio                 | 121.7%         | 120.5%        |
| Phase-In Total Rate          | N/A            | N/A           |

\*\*This is the addition to the Initial Prior Service Rate for USC for transfers. There was 1 eligible transfer employee on the valuation date.

**GROUND LEASE AGREEMENT**

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

This Ground Lease Agreement is made and entered into to be effective on the \_\_\_ day \_\_\_\_\_ of 2016 ("Effective Date"), by and between CRADLE OF TEXAS CONSERVANCY, INC, a Texas Non-Profit Corporation, hereinafter referred to as "Lessor," and the VILLAGE OF SURFSIDE BEACH, TEXAS, a Texas municipal corporation, hereinafter referred to as "Lessee."

**ARTICLE I.**

**DEMISE OF LEASED PREMISES**

1.01 Leased Premises: Lessor hereby demises and leases unto Lessee, and Lessee hereby accepts for the term, and subject to the provisions hereof, the following described real property (hereinafter referred to as "leased premises")

Being 27.9 acres out of the FJ Calvit League, Abstract NO. 51, Brazoria County Texas, being a portion of the Brazos Coast Investment Company (BCIC) Subdivision No. 2 and the same land described as Tract 2 by Special Warranty Deed to Cockrell Investment Partners, L.P., filed for record in Clerk’s File No. 97 045226 of the official records of Brazoria County, Texas and being more particularly described as Tract B by metes and bounds as set forth in Exhibit A attached to this document.

**ARTICLE II.**

**LEASE TERM**

2.01 Fixed Commencement and Termination Date and Option to Renew: The terms of this Lease shall be for a period of twenty (20) years beginning on the Effective Date of this Lease and ending on the day before the 20th anniversary of the date of commencement of this Lease (the "lease term"), subject to earlier termination as hereinafter provided. Lessee shall have the option to renew this Lease and extend the Lease Term for two additional extension periods of five (5) years; provided, Lessee is then in good standing with Lessor and not in default.

2.02 Reversion Upon Termination: At the end of the lease term or renewal thereof, or upon any early termination of this Lease, the property leased hereunder and all improvements and fixtures, except "trade fixtures" remaining thereon, shall become the property of the Lessor. Trade fixtures include items of personal property and equipment used to carry on business operations, whether or not such property and equipment are affixed to the real estate. Should the removal of any personal property or trade fixtures result in damage to the leased premises, Lessee shall

reimburse Lessor for costs to repair and restore the structures on the leased premises to an architecturally whole condition.

2.03 Commencement of Rental Payment Obligation: Lessee shall pay rental, each year in advance on the anniversary of this agreement.

### **ARTICLE III.**

#### **RENT**

3.01 Annual rental rate: Lessee agrees to pay Lessor for the use and occupancy of real property encompassing the leased premises an annual rental rate of 100 and no/100 Dollars (\$100.00)

### **ARTICLE IV.**

#### **USE AND DEVELOPMENT OF THE LEASED PREMISES**

4.01 Property Development: Lessee shall use the leased premises for:

(i) archaeological and/or cultural studies related to the historical site of Fort Velasco; (ii) possible re-construction of a suitable replica thereof; (iii) operation of a replica thereof for public visitation; and (iv) any associated trails, such as nature, observation or fitness trails..

4.02 Development: Lessee agrees that in connection with its use of the leased premises for the purposes set forth in paragraph 4.01 above, Lessee will not damage, or caused to be damaged, any subsurface structures discovered or otherwise identified on the leased premises, without the express written permission of Lessor.

### **ARTICLE V.**

#### **MAINTENANCE, REPAIRS AND UTILITIES**

5.01 Utilities: Lessee agrees and covenants that it will secure and contract for all utility services including electric, gas, water, sewer and telephone utilities, necessary for its use of the leased premises and will be solely responsible for all costs and charges for installation and use of all utility services on the leased premises, including all costs necessary for the installation of any meter, any deposits or other prerequisites for commencing utility service and all costs of actual service to the leased premises. Lessee further covenants and agrees that Lessee shall be solely responsible for all costs and expenses for any extension, installation, maintenance or repair associated with any and all utilities serving the leased premises.

5.02 Lessee's Obligation to Maintain and Repair: Lessee shall maintain in good repair all structures placed on the leased premises and areas surrounding such structures including windows, pedestrian doors, fixtures and installations within and upon the leased premises, and promptly perform general maintenance upon functioning equipment and fixtures within Lessee's possession and control located upon the leased premises. Lessee agrees and covenants that it shall,



at Lessee's sole cost and expense, make all repairs necessary to keep the leased premises and all improvements which may be placed thereon from deteriorating in value or condition and restore and maintain the leased premises and all improvements thereon, with the exception of normal wear and tear and aging consistent with normal usage and passage of time, and that Lessee shall repair all damages to any structure on the leased premises or improvements thereon, regardless of fault.

5.03 Lessee's Grounds Upkeep Obligation: Lessee agrees and covenants that it will maintain the grounds of the leased premises in a good and reasonable condition.

5.04 Lessor's Right to Inspect: Lessor shall have the right and privilege, to make inspections of the leased premises at any time, and thereafter to make recommendations to Lessee of any maintenance or repairs that, in Lessor's opinion, are necessary to be performed by Lessee upon the leased premises, consistent with the foregoing provisions. Lessor shall provide Lessee at least twenty-four (24) hour written notice of any inspection.

## **ARTICLE VI.**

### **RIGHTS AND RESERVATIONS OF LESSOR**

6.01 It is understood and agreed that all structures, fixtures and personal items permanently attached to all structures on the leased premises, and all additions and alterations made to structures on the leased premises, shall become the property of Lessor upon the conclusion of the lease term or any earlier termination of the lease term. At no time during the term of this Lease may Lessee remove any structures, fixtures or personal items permanently attached to any structure on the leased premises once such fixtures or items are permanently attached to any structure, without the express written consent of Lessor.

## **ARTICLE VII.**

### **OBLIGATIONS OF LESSEE**

7.01 Lessee shall conduct its activities on the leased premises consistent with the terms and conditions of this Lease and in an orderly and proper manner.

7.02 Lessee shall comply with all health, environmental and safety laws and any other federal, state or municipal laws and requirements, applicable to the leased premises and improvements and all activities thereon.

## **ARTICLE VIII.**

### **INSPECTION AND PREMISES ACCEPTANCE**

8.01 Lessor, through its officers, agents, servants or employees, shall have the right to enter the leased premises during normal business hours, and in the event of an emergency, for the

purpose of doing any and all things which Lessor is authorized or required to do under the terms of this Lease.

8.02 Lessee agrees and covenants that Lessee has inspected the leased premises and is fully advised of its own rights without reliance upon any representation made by Lessor concerning the condition of the leased premises and accepts same in its present condition as satisfactory for all purposes of this Lease.

## **ARTICLE IX.**

### **USE OF PREMISES**

9.01 During the term of this Lease, the leased premises are to be used by Lessee exclusively for the purposes set forth in Article 4.01 above.

9.02 Lessee shall not use or allow anyone else to use the leased premises, or any portion thereof, for any food or other concessions open to the general public as a for-profit venture, without prior written approval of Lessor, or for any other non-authorized use.

9.03 Lessee covenants and agrees that it will not operate any non-authorized business or activity other than specified uses allowable under this lease on the leased premises without the express written consent of Lessor in advance, by separate contract.

## **ARTICLE X.**

### **INSURANCE COVERAGE**

10.01 Comprehensive General Liability insurance coverage (including premises liability) in the amount of \$1,000,000 per occurrence naming Village Of Surfside Beach as an additional insured, provided by a carrier(s) with a Best Key Rating of "A" or better and naming "Cradle of Texas Conservancy" as additional insured.

## **ARTICLE XI.**

### **ASSIGNMENT AND SUBLEASE**

11.01 Lessee may not sell or assign any portion of its leasehold estate without prior written consent of Lessor. Any such transfer, assignment or sale agreed upon by Lessor shall be subject to the same terms and conditions as contained in this Lease and the same obligations to Lessor as set forth in this Lease, and that every successor and assign shall be required to comply with the terms and provisions of this Lease.

## ARTICLE XII.

### TERMINATION BY LESSOR

12.01 Any breach, default or failure by Lessee to perform any of the duties or obligations assumed by Lessee hereunder or to faithfully keep and perform any of the terms, conditions and provisions of this Lease shall be cause for termination of this Lease by Lessor, in the manner set forth in this section. Lessor shall deliver to Lessee prior written notice of its intention to so terminate this Lease. If the breach, default or failure is a failure to pay rentals due under this Lease and Lessee shall fail or refuse to cure, adjust or correct same to the satisfaction of Lessor within fifteen (15) days following notice, then in such event, the Lessor may give notice of its election to terminate this lease and thirty (30) days after receipt of such notice, this lease shall cease and terminate. If the breach, default or failure is a breach other than a failure to pay rent, (except as otherwise provided herein), and Lessee shall fail or refuse to cure, adjust or correct same to the satisfaction of Lessor within thirty (30) days following notice, then in such event, the Lessor may give notice of its election to terminate this lease and thirty (30) days after receipt of such notice, this Lease shall cease and terminate. In the event of termination of this Lease by Lessor in accordance with the provisions of this Lease, all rights, powers, and privileges of Lessee hereunder shall cease and terminate, and Lessee shall have ninety (90) days to vacate the leased premises, provided that rental payments shall continue to be paid on a current basis during said ninety (90) day period until the leased premises are completely vacated. Any failure by Lessor to so terminate this Lease or the acceptance by Lessor of rentals, for any portion of amounts due or any period of time after such breach, default or failure by Lessee, shall not be determined to be a waiver by Lessor of any rights to terminate this Lease for any subsequent breach, default, or failure.

12.02 Upon termination of this Lease, whether for breach, default or any failure by Lessee, or the end of the initial term or any renewal term of this Lease, Lessee agrees to peaceably return the demised leased premises and all appurtenances or improvements thereon in good order and repair, vacant, unencumbered, and in good, condition. Lessee agrees to repair all damages at its sole cost and expense, except for normal wear and tear.

12.03 Any abandonment or a use other than specified uses allowable under this lease, of any portion of the leased premises for any reason for any period of time exceeding thirty (30) calendar days shall be grounds for immediate termination of this Lease by Lessor as to all or any portion of the leased premises, whereupon all improvements on that portion terminated shall revert to Lessor and all rights, power and privileges of Lessee with respect to that portion of the leased premises shall cease. Lessor shall have the right, without notice to Lessee and without being deemed guilty of trespass and without any liability whatsoever on the part of Lessor, to take immediate possession of all or any portion of the leased premises, with or without force, without legal process, and remove any and all fixtures and equipment not belonging to Lessor that may be found on any part of said leased premises without being liable for damages therefor. Any failure by Lessor to terminate this Lease for abandonment or a use by Lessee not allowable under this Lease shall not be determined to be a waiver by Lessor of any rights to terminate this Lease immediately for any subsequent abandonment or a use not allowable under this Lease.

### ARTICLE XIII.

#### CANCELLATION BY LESSEE

13.01 In addition to any other right of cancellation herein given to Lessee, or any other rights to which it may be entitled by law, equity or otherwise, as long as Lessee is not in default in payment to Lessor of any amounts due under this Lease, Lessee may cancel this Lease and thereby terminate all of its rights and unaccrued obligations hereunder, by giving Lessor thirty (30) days' advance written notice.

13.02 Lessee's performance of all or any part of this Lease for or during a period(s) after a default in the terms, covenants and conditions contained herein to be performed, kept and observed by Lessor shall not be deemed a waiver of any right on the part of Lessee to cancel this Lease for such failure by Lessor nor shall such performance by Lessee be construed to be, nor act as, a waiver by Lessee of said default or of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by Lessor.

### ARTICLE XIV.

#### SURRENDER OF PREMISES, REMOVAL OF PROPERTY AND HOLDING OVER FOLLOWING TERMINATION/CANCELLATION

14.01 Upon the cancellation or termination of this Lease pursuant to any terms hereof (including expiration of the lease term) Lessee agrees to surrender the leased premises to Lessor in the same condition as they are at the time of the commencement of the lease term hereof, and as they may hereafter be improved by Lessee; save and except: (a) repairs and maintenance, (b) obsolescence in spite of repair, (c) normal wear and tear, and (d) damage to or destruction of the leasehold improvements for which insurance proceeds are received by Lessor. Upon such cancellation or termination, Lessor may re-enter and repossess the leased premises together with all improvements and additions thereto, except trade fixtures, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Lease, at Lessor's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation or termination), or during the term of this Lease, if Lessee is not in default in rentals or any other charges or obligations due Lessor, Lessee shall have the right to remove its trade fixtures and equipment which it may have on the leased premises, provided that Lessee repairs all damages that might be occasioned by such removal and restores the leased premises to the condition above required.

14.02 Upon the cancellation or termination of this Lease pursuant to any provision hereof, Lessee agrees to deliver to Lessor within thirty (30) days thereafter, an instrument (duly executed and in recordable form), conveying and releasing to Lessor all of Lessee's right, title and interest in and to the leased premises and the improvements thereon, in accordance with the above provisions, and warranting that such property, whether real, personal or mixed, is free and clear of all encumbrances, liens and claims of every kind and nature whatsoever. Upon the failure of Lessee to execute the aforesaid instrument, for any reason, within said thirty (30) days, it shall be deemed

that by the execution of this Lease by Lessee, this Lease shall serve as the conveyance of titles with warranties as aforesaid.

14.03 Unless agreed otherwise by Lessor in writing, Lessee shall be deemed to have abandoned to Lessor any trade fixtures and equipment and other property of Lessee which it has failed to remove from the leased premises within ninety (90) days after the cancellation or termination of this Lease; provided, however, that Lessee shall have no right to abandon any such property on the leased premises without the written consent of Lessor.

14.04 Any unauthorized holding over by Lessee upon the leased premises after the cancellation or termination of this Lease shall not operate to extend or renew this Lease for any further term whatsoever, and shall constitute Lessee a trespasser. Any holding over by Lessee beyond the ninety (90) day period permitted for removal of trade fixtures or equipment, without the written consent of Lessor shall make Lessee liable to Lessor for damages as follows:

- a) an amount of money equal to triple the rentals provided for herein and which were in effect at the cancellation or termination of this Lease, prorated as to the length of time of such holding over, and
- b) the effective continuation of all insurance coverage that Lessee is required under the provisions hereof to maintain in effect, for so long as Lessee, or any of Lessee's sublessees or tenants, occupy the leased premises or any part thereof.

## **ARTICLE XV.**

### **TAXES AND ASSESSMENTS**

15.01 Lessee agrees to pay any and all federal, state or local taxes or assessments, which may be lawfully levied against Lessee due to Lessee's use or occupancy of the leased premises, or any improvements or property placed thereon by Lessee as a result of Lessee's use or occupancy.

## **ARTICLE XVI.**

### **COMPLIANCE WITH GOVERNMENTAL REGULATIONS**

16.01 The granting of this Lease is conditioned upon the following covenants:

- a) Lessee covenants and agrees to comply with all federal, state, and local rules, regulations and laws, including all rules and ordinances of the Village Of Surfside Beach, as such rules, regulations and laws exist or may hereafter be amended or adopted. It is understood and agreed that, if Lessor calls the attention of Lessee to any such violation on the part of Lessee, or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees, Lessee shall immediately desist from and correct such violation.

b) Lessee, its personal representatives, successors-in-interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) no person on the grounds of race, color, sex, creed, age, disability or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased premises, or the public facilities located thereon;

(2) no person on the grounds of race, color, sex, creed, age, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon; and

(3) Lessee shall use the leased premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.

**ARTICLE XVII.**

**NON-WAIVER**

17.01 The failure of Lessor to insist upon the performance of any term or provision of this Lease or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of Lessor's right to assert or rely upon any such term or right on any future occasion.

**ARTICLE XVIII.**

**NOTICES AND COMMUNICATIONS**

18.01 Any notices and communications required or permitted hereunder, shall be hand-delivered, dated and acknowledged by the receiving party, or given by registered or certified United States Mail, return receipt requested, postage prepaid, addressed as follows:

LESSOR: Cradle of Texas Conservancy, Inc.  
ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(with duplicate copy to, although not considered legal notice)

Joseph Patterson  
Patterson & Edquist  
120 W. Myrtle St.  
Angleton, Texas 77515



LESSEE: Village of Surfside Beach  
ATTN: City Secretary  
1304 Monument Drive  
Surfside Beach, Texas 77541

**ARTICLE XIX.**

**ENTIRETY OF AGREEMENT**

19.01 This written instrument constitutes the entire agreement by the parties hereto concerning the leased premises, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

**ARTICLE XX.**

**LEGAL CONSTRUCTION**

20.01 In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Lease, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had not been included in the Lease.

This Lease has been executed by the parties on the date and year first written above.

LESSEE:

LESSOR:

**Village of Surfside Beach**

**Cradle of Texas Conservancy**

\_\_\_\_\_  
By: Larry Davison  
Title: Mayor

\_\_\_\_\_  
By: Darrell Schwebel  
Title: President



**ACKNOWLEDGEMENTS**

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

BEFORE ME, the undersigned authority, on this day personally appeared Larry Davison, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed and in the capacity therein and herein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public, State of Texas

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

BEFORE ME, the undersigned authority, on this day personally appeared Darrell Schwebel, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed and in the capacity therein and herein described.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A**

**Property Description**

**Cockrell Investment Partners, L.P.  
77.83 Acres of Land**

Being 77.83 acres of land a out of the Frederick J. Calvit League, Abstract No. 51, Brazoria County, Texas, being a portion of the Brazos Coast Investment Company (BCIC) Subdivision No. 2 and the same land described as Tract 1 and Tract 2 by Special Warranty Deed to Cockrell Investment Partners, L.P., filed for record December 29, 1997 in Clerk's File No. 97 045226 of the Official Records of Brazoria County, Texas and being more particularly described as Tract A and Tract B by metes and bounds as follows:

**Tract A – 49.93 Acres**

**BEGINNING** at a concrete monument found at the intersection of the northeast line of Lot 40 of said BCIC Subdivision No. 2 and the northwest right of way line of County Road 257, being the north corner of that certain 2.123 acre tract of land described by Deed to Brazoria County, Texas, filed for record June 30, 1964 in Volume 884, Page 177 of the Deed Records of Brazoria County, Texas, being the south corner of that certain tract of land described by Warranty Deed to Spring Branch Wildlife Preserve, filed for record October 8, 2003 in Clerk's File No. 03 064723 of the Official Records of Brazoria County, Texas.

**THENCE** along the northwest right of way line of County Road 257, S 39°06'48" W, a distance of 1,590.84 feet to a 3" Aluminum Cap found for the intersection of the northwest right of way line of County Road 257 and the northeasterly right of way line of State Highway 332, being the east corner of that certain 0.951 acre tract of land described by Special Warranty Deed to the State of Texas, filed for record August 4, 1995 in Clerk's File No. 95 024760 of the Official Records of Brazoria County, Texas, said corner being at a point of curvature of a curve having a radius of 310.00 feet.

**THENCE** along said curve in a clockwise direction, an arc distance of 374.70 feet, having a chord that bears N 85°32'23" W, a distance of 352.30 feet to a 5/8" iron rod found at the end of said curve.

**THENCE** continuing along the northeast right of way line of State Highway 332, N 50°57'26" W, a distance of 317.80 feet to a 5/8" iron rod with cap stamped "RPLS 3808" set on the northeast line of that certain 1.44 acre tract of land described by Right of Way Deed to the State of Texas, filed for record April 27, 1953 in Volume 560, Page 571 of the Deed Records of Brazoria County, Texas for the north corner of said 0.951 acre tract.

**THENCE** continuing along the northeast right of way line of State Highway 332, N 41°24'58" W, a distance of 518.85 feet to a concrete monument found for south corner of Lot 5 of Surfside Shores Inc. Subdivision recorded in Volume 9, Page 51 of the Plat Records of Brazoria County, Texas and being the west corner of the herein described tract.

**THENCE** along the southeast line of Lots 5 and 9 of said Surfside Shores Inc. Subdivision and the southeast line of Tarpon Avenue as shown on plat of Surfside Shores, Section IV, recorded in Volume 14, Page 61 of the Plat Records of Brazoria County, Texas, N 39°01'22" E, passing a concrete monument found for the south corner of Lot 36 of said BCIC Subdivision at 1,331.92 feet, passing a concrete monument found for the east corner of said BCIC Subdivision at 1,626.92 feet and continuing a total distance of 1,706.92 feet to a 5/8" iron rod with cap stamped "RPLS 3808" set for an interior ell corner of said Surfside Shores, Section IV, being at the intersection of the southeast right of say line of Tarpon Avenue and the southwest right of way line of Swordfish Road.

Tract A – 49.93 Acres

**THENCE** along the southwest right of way line of Swordfish Road, S 50°50'49" E, a distance of 583.62 feet to a concrete monument found for the south corner of Lot 37 of said BCIC Subdivision.

**THENCE** along the southeast right of way line of Swordfish Road, N 39°07'58" E, a distance of 369.88 feet to a concrete monument found for the east corner of said Lot 37.

**THENCE** along the northeast right of way line of Ling Road, N 50°41'45" W, a distance of 312.00 feet to a point for corner on the former south bank of Oyster Creek, said corner bears N 39°18'15" E, a distance of 60.00 feet and N 50°41'45" W, a distance of 52.58 feet from a 1/2" iron rod found for the east corner of Lot 76 of said Surfside Shores, Section IV.

**THENCE** N 83°07'16" E, a distance of 193.88 feet and S 88°29'50" E, a distance of 497.40 feet to a concrete monument found on the south bank of Oyster Creek, being on the northwest line of said Spring Branch Wildlife Preserve tract.

**THENCE** along said Spring Branch Wildlife Preserve tract, S 39°07'58" W, a distance of 814.07 feet to a concrete monument found for the north corner of Lot 40 of said BCIC Subdivision.

**THENCE** along the northeast line of said Lot 40 and the southwest line of said Spring Branch Wildlife Preserve tract, S 50°50'49" E, a distance of 321.89 feet to the **PLACE OF BEGINNING** and containing 49.93 acres of land, more or less.

Tract B – 27.90 Acres

**BEGINNING** at a 1/2" iron rod with cap found on the southeast right of way line of County Road 257 for the west corner of Lot 42 of said BCIC Subdivision, being the west corner of that certain 0.830 acre tract of land described as Third Tract to Tallis V. Turner and wife, Lois Turner by Final Judgment filed October 1, 1984 under Cause Number 79F2672 of the District Court of Brazoria County, Texas and also filed for record October 3, 1984 in Clerk's File No. 84 54 963 of the Official Records of Brazoria County, Texas.

**THENCE** along the southwest line of said Lot 42 and said 0.830 acre tract, S 50°52'15" E, a distance of 249.31 feet to a 5/8" iron rod with cap stamped "RPLS 3808" set for the south corner of said 0.830 acre tract.

**THENCE** N 39°06'48" E, a distance of 294.97 feet to a 5/8" iron rod with cap stamped "RPLS 3808" set on the northeast line of said Lot 42 for the east corner of that certain 0.170 acre tract of land described as Second Tract to Alexander K. Tipton, Jr. by Final Judgment filed October 1, 1984 under Cause Number 79F2672 of the District Court of Brazoria County, Texas and also filed for record October 3, 1984 in Clerk's File No. 84 54 963 of the Official Records of Brazoria County, Texas.

**THENCE** along the northeast line of said Lot 42, N 50°52'15" W, a distance of 249.31 feet to a 5/8" iron rod with cap stamped "RPLS 3808" set on the southeast right of way line of County Road 257 for the north corner of said Lot 42, being the north corner of that certain 0.344 acre tract of land described as Tract 1 of First Tract to Alexander K. Tipton, Jr. by Final Judgment filed October 1, 1984 under Cause Number 79F2672 of the District Court of Brazoria County, Texas and also filed for record October 3, 1984 in Clerk's File No. 84 54 963 of the Official Records of Brazoria County, Texas.

**Appearance before City Council**

**Please fill out and give to City Secretary prior to start of meeting.**

Name: Maribel Hill

Address: 111 Nesmith Pl.

Phone: 214 - 727 - 5754

Email: Maribelhill@gmail.com

Issue: Huge pothole issue on the street.

Date: 10/11/16

*Pete*

**Sign in Sheet 10-11-2016 - City Council Regular Meeting**



Ronald M...  
Maribel Hill  
Llewellyn  
Michael Sheldon  
Rog Wipe  
Golish  
Bamit Hoffwar  
Bo Smith  
Blase...  
Rob Both

**Appearance before City Council**

**Please fill out and give to City Secretary prior to start of meeting.**

Name: Louis Golish

Address: 530 Crab Street

Phone: 281-772-4268

Email: lougolish@yahoo.com

Issue: I do here by resign from the  
Historical Committee of Surfside  
Beach/Old Velasco,



Date: October 11, 2016



NOTES IN CASE YOU ARE QUESTIONED ABOUT FINANCIALS:

NEGATIVE ENTRIES ON GENERAL FUND

**LINE 0040 HEALTH INS** – THE EMPLOYEE PORTIONS PAID TOWARD HEALTH INSURANCE ARE PAID TO THAT LINE ITEM AS REIMBURSEMENT FOR EXPENSES. THE SEPTEMBER BILL WAS PAID ON AUGUST 23 SO THE EXPENSE IS NOT REFLECTED, ONLY THE REIMBURSEMENT FROM EMPLOYEES

**LINE 6114 EMS SUPPLIES** - REVERSING PREVIOUS EXPENSE – DUPLICATE OR STALEDATED CHECK VOIDED

**LINE 6138 PD/EMS TRAINING** – REVERSING PREVIOUS EXPENSE – DUPLICATE OR STALEDATED CHECK VOIDED

NEGATIVE ENTRIES ON SYSTEM FUND

**LINE 9140 HEALTH INS** – THE EMPLOYEE PORTIONS PAID TOWARD HEALTH INSURANCE ARE PAID TO THAT LINE ITEM AS REIMBURSEMENT FOR EXPENSES. THE SEPTEMBER BILL WAS PAID ON AUGUST 23 SO THE EXPENSE IS NOT REFLECTED, ONLY THE REIMBURSEMENT FROM EMPLOYEES

**LINE 9461 WELL SERVICE REPAIR** - RECEIVED CHECK FOR CREDIT ON ACCOUNT FROM 2011

**LINE 9502 FEES/TCEQ/MISC** – REVERSING PREVIOUS EXPENSE – DUPLICATE OR STALEDATED CHECK VOIDED

NEGATIVE ENTRIES ON BEACH FUND

**3609 TRANSFER FROM HOTEL FUND** - EXPENSES PAID FOR SHOWER TOWER OUT OF BEACH FUND WERE CHANGED TO HAVE EXPENSE COME FROM HOTEL FUND.

**7108 HEALTH/LIFE INSURANCE** - THE EMPLOYEE PORTIONS PAID TOWARD HEALTH INSURANCE ARE PAID TO THAT LINE ITEM AS REIMBURSEMENT FOR EXPENSES. THE SEPTEMBER BILL WAS PAID ON AUGUST 23 SO THE EXPENSE IS NOT REFLECTED, ONLY THE REIMBURSEMENT FROM EMPLOYEES



**Appearance before City Council**

**Please fill out and give to City Secretary prior to start of meeting.**

Name: Julie Harris

Address: 226 Coral Ct

Phone: 512 225-4951

Email: jharris1consulting

Issue: \_\_\_\_\_

Have we submitted  
a rule change to the  
~~GLO~~ GLO to  
allow swimming pool  
construction

Date: 10/11/16

# Surfside Beach, Texas

## Police and EMS Report Worksheet

9/1/2016 To 9/30/2016

|                          |     |
|--------------------------|-----|
| EMS Calls                | 11  |
| EMS Transports           | 8   |
| Deaths                   | 1   |
| Police Reports           | 20  |
| Burglary - Habitation    | 2   |
| Burglary - Vehicle       | 0   |
| Thefts                   | 0   |
| Assaults                 | 2   |
| Criminal Mischief        | 0   |
| Disturbances             | 1   |
| Alcohol-Related Offenses | 7   |
| Motor Vehicle Accidents  | 1   |
| Agency Assists           | 13  |
| Motorist Assists         | 4   |
| Missing Child(ren)       | 1   |
| Arrests                  | 12  |
| Violations               | 167 |
| Warnings                 | 42  |
| Traffic Stops            | 173 |
| Fireworks                | 0   |
| Golf Carts               | 0   |

| Full-Time Officers | Patrol Shifts Worked | Beach Time Avg. Per Time Per Shift | Beach Time |
|--------------------|----------------------|------------------------------------|------------|
| Sgt. Heckler       | 9                    | 5:02                               | 45:24      |
| Off. Monnat        | 14                   | 4:03                               | 56:42      |
| Off. Kassogue      | 14                   | 2:58                               | 42:37      |
| Off. Williamson    | 13                   | 3:41                               | 48:00      |
| Off. King          | 15                   | 2:24                               | 36:13      |
| Totals             | 50                   |                                    | 228.56     |

303 Munda  
R. Hunt

# MUNICIPAL COURT MONTHLY REPORT

MUNICIPAL COURT OF Village of Surfside Beach  
 FOR MONTH 09 YEAR 2016

| TRAFFIC     |         | NON-TRAFFIC MISDEMEANORS |                |
|-------------|---------|--------------------------|----------------|
| NON-PARKING | PARKING | STATE LAW                | CITY ORDINANCE |

|   |     |    |    |              |
|---|-----|----|----|--------------|
| 1. New Cases Filed During the Month   |     |    |    |              |
| 2. Dispositions Prior to Trial:   | 122 | 8  | 13 | 24           |
| A. Bond Forfeitures   |     |    |    |              |
| B. Fined<br><i>(Before trial only. If the defendant goes to trial, enter in Item 3.)</i>                      | 0   | 0  | 0  | 0            |
| C. Cases Dismissed<br><i>(Do not include dismissals that are to be reported in Items 3C and 4 below.)</i>     | 19  | 1  | 3  | 24           |
| 3. Dispositions at Trial:   | 3   | 1  | 2  | 2            |
| A. Trial by Judge   |     |    |    |              |
| (1) Finding of Guilty   |     |    |    |              |
| (2) Finding of Not Guilty   | 0   | 0  | 0  | 0            |
| B. Trial by Jury  | 0   | 0  | 0  | 0            |
| (1) Finding of Guilty   | 0   | 0  | 0  | 0            |
| (2) Finding of Not Guilty   | 0   | 0  | 0  | 0            |
| C. Dismissed at Trial   | 0   | 0  | 0  | 0            |
| 4. Cases Dismissed:   | 0   | 0  | 0  | 0            |
| A. After Driver Safety Course<br><i>(C.C.P., Art. 45.0511)</i>  |     |    |    |              |
| B. After Deferred Disposition <i>(C.C.P., Art. 45.051)</i>  | 5   |    |    |              |
| C. After Proof of Financial Responsibility<br><i>(Transportation Code, Sec. 601.193)</i>                      | 51  | 2  | 1  | 0            |
| D. Compliance Dismissal<br><i>(Proof of Inspection, License, or Registration)</i>                             | 7   |    |    |              |
| 5. Community Service Ordered<br><i>(For satisfaction of fine or costs only.)</i>                              | 1   |    |    |              |
| 6. Cases Appealed   |     |    |    |              |
| 7. Juvenile / Minor Activity:   |     |    |    |              |
| A. Transportation Code Cases Filed  |     |    |    |              |
| B. Non-Driving Alcoholic Beverage Code Cases Filed  | 0   |    |    |              |
| C. Driving Under the Influence of Alcohol Cases Filed   | 0   |    |    |              |
| D. Health & Safety Code (Tobacco) Cases Filed   | 0   |    |    |              |
| E. Failure to Attend School Cases Filed<br><i>(Education Code, Sec. 25.094)</i>                               | 0   |    |    |              |
| F. Education Code (Except Failure to Attend) Cases Filed  | 0   |    |    |              |
| G. Violation of Local Daytime Curfew Ordinance<br>Cases Filed <i>(Loc. Govt. Code, Sec. 341.905)</i>          | 0   |    |    |              |
| H. All Other Non-Traffic Fine-Only Cases Filed  | 0   |    |    |              |
| I. Waiver of Jurisdiction of Non-Traffic Cases<br><i>(Family Code, Sec. 51.08(b))</i>                         | 0   |    |    |              |
| J. Referred to Juvenile Court for Delinquent Conduct<br><i>(C.C.P., Art. 45.050 (c)(1))</i>                   |     |    |    |              |
| K. Held in Contempt, Fined, or Denied Driving Privileges<br><i>(C.C.P., Art. 45.050 (c)(2))</i>               |     |    |    |              |
| Magistrate Warnings Given (Juvenile):   |     |    |    |              |
| L. Warnings Administered  |     |    |    |              |
| M. Statements Certified   |     |    |    |              |
| 8. Parent Contributing to Nonattendance<br>Cases Filed <i>(Education Code, Sec. 25.093)</i>                   | 0   | 0  | 0  | 0            |
| 9. Safety Responsibility and Driver's License<br>Suspension Hearings Held                                     |     |    |    |              |
| 10. Search Warrants Issued<br><i>(Do not include warrants for arrest.)</i>                                    |     |    |    |              |
| 11. Arrest Warrants Issued:   |     |    |    |              |
| A. Class C Misdemeanors Only  |     |    |    |              |
| B. Felonies and Class A and B Misdemeanors  |     |    |    | 8            |
| 12. Magistrate Warnings Given:<br><i>(Given to defendants charged with county or district court offense.)</i> |     |    |    |              |
| A. Class A and B Misdemeanors Only  |     |    |    |              |
| B. Felonies   |     |    |    |              |
| 13. Emergency Mental Health Hearings Held   |     |    |    |              |
| 14. Magistrate's Orders for Emergency Protection  |     |    |    |              |
| 15. Total Revenue   |     | \$ |    | \$ 17,151.10 |

*(Include all revenue collected during month to be remitted to city or state.)*

# MONTHLY VIOLATION ACTIVITY STATISTICS

From 09/01/2016 To 09/30/2016

Information contained here in for YTD is for 10/01/2015 To 09/30/2016  
 Information contained here in for Previous YTD is for 10/01/2014 To 09/30/2015

| VIOLATION ISSUED BY:          | CURRENT MONTH | YEAR TO DATE | PREVIOUS YTD | VARIATION IN (+/-) |
|-------------------------------|---------------|--------------|--------------|--------------------|
| Municipal Police Department   | 167           | 1370         | 853          | 517                |
| <b>TOTALS</b>                 | 167           | 1370         | 853          | 517                |
| <hr/>                         |               |              |              |                    |
| <b>TOTAL NEW FEES LEVIED:</b> | \$30,642.00   | \$258,348.40 | \$188,360.30 | \$69,988.10        |
| <hr/>                         |               |              |              |                    |
| <b>FUNDS COLLECTED:</b>       |               |              |              |                    |
| State Taxes:                  | \$7,632.00    | \$84,577.60  | \$47,115.90  | \$37,461.70        |
| Fines:                        | \$8,284.50    | \$78,676.35  | \$53,955.90  | \$24,720.45        |
| LEA Fees:                     | \$449.00      | \$4,955.65   | \$2,929.00   | 2,026.65           |
| Multiuse:                     | \$630.00      | \$5,767.00   | \$3,470.00   | \$2,297.00         |
| D/L Fees:                     | \$32.44       | \$2,700.00   | \$2,490.00   | \$210.00           |
| Warrant Fees:                 | \$59.10       | \$3,814.90   | \$3,187.80   | \$627.10           |
| Capias Fees:                  | \$4.06        | \$1,442.90   | \$1,949.10   | \$-506.20          |
| Pay Plan Fees:                | \$0.00        | \$0.00       | \$25.00      | \$-25.00           |
| Collection Fees:              | \$60.00       | \$1,703.30   | \$0.00       | \$1,703.30         |
| <b>TOTALS</b>                 | \$17,151.10   | \$183,637.70 | \$115,122.70 | \$68,515.00        |
| <hr/>                         |               |              |              |                    |
| <b>WARRANT INFORMATION:</b>   |               |              |              |                    |
| Warrants Issued:              | 8             | 80           | 172          | -92                |
| Capias Issued:                | 0             | 21           | 56           | -35                |
| <b>TOTALS</b>                 | 8             | 101          | 228          | -127               |
| <hr/>                         |               |              |              |                    |
| Warrants Closed:              | 3             | 106          | 94           | 12                 |
| Capias Closed:                | 0             | 42           | 44           | -2                 |
| <b>TOTALS</b>                 | 3             | 148          | 138          | 10                 |
| <hr/>                         |               |              |              |                    |
| <b>OTHER INFORMATION:</b>     |               |              |              |                    |
| Citations Closed:             | 113           | 1154         | 717          | 437                |
| Failure to Appear:            | 4             | 34           | 73           | -39                |

Average current month speeding ticket issued was for 16.0 miles above posted limit.

By: \_\_\_\_\_ Date: \_\_\_\_\_

# MONTHLY OFFICER ACTIVITY REPORT

Regular Citations

From 09/01/2016 To 09/30/2016

NOTE: Only "A" active officers will appear.

| OFFICER ID | BADGE | OFFICER NAME       | Count | Percent of Total |
|------------|-------|--------------------|-------|------------------|
| BP         | 0     | Barbara Bluejacket | 4     | 2.3952           |
| CW         | 0     | Cody Williamson    | 9     | 5.3892           |
| HS         | 0     | Stephen Heckler    | 53    | 31.7365          |
| ZM         | 0     | Z W Monnat         | 30    | 17.9641          |
| jw         | 0     | Jason Whittington  | 1     | 0.5988           |
| km         | 0     | mohamed kassogue   | 60    | 35.9281          |
| rk         | 0     | Robert King        | 10    | 5.9880           |

Total All Officers 167

**Appearance before City Council**

**Please fill out and give to City Secretary prior to start of meeting.**

Name: CARY WISE

Address: 427 JETTYVIEW

Phone: 830-688-6360

Email: CARYWISETX@GMAIL.COM

Issue: RENTAL OF STAHLMAN PARK

JAN 14TH -

TERESA HAS APPLICATION

CITY SECRETARY HAS E-MAIL DESCRIPTION

OF EVENT

Date: 10-11-16

Donation for plate off food

By invitation

**Appearance before City Council**

**Please fill out and give to City Secretary prior to start of meeting.**

Name: Dotha

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Issue: Trash on the beach

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_



