The disabled community can now enjoy the beach, ocean, lake, waterpark & poolside with the reliability & comfort of

WaterWheels™

the floating wheelchair

the water

WaterWheels™ is perfect for all wheelchair users

and those with special needs.

Access Pac IIC

to give users the WaterWheels<sup>TM</sup> is designed

OCCUPATION OF STREET

beach to the water! Enjoy the ocean or pool while relaxing in your WaterWheels $^{TM}$ ! With the floatable armrests and tires, WaterWheels<sup>TM</sup> easily transports you from the



# Comfortably move from place to place!

are adjusted by pulling a chain on the back for use and floating. chair and two to recline the chair. These positions, one to transition the user to the chair. The WaterWheels™ seat has 3 in a reclined position in an ergonomic WaterWheels™ is a three-wheeled buggy that is designed such that the user remains



so they can relax, recline and enjoy the

provides users with long lasting comfort our customers in mind. The wheelchair WaterWheels™ is designed with

of WaterWheels™ Enjoy the comfort

outdoors

your WaterWheels! Conveniently store & transport

next use or store until your transport in any vehicle allow you to conveniently in a matter of minutes without any and is easily assembled and disassembled parts: the frame, 2 armrests and 3 big wheels, tools! The wheelchair folds to WaterWheels™ is composed of 6 different

of

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# Beach Wheelchair Specifications

Steel tubing which is a higher grade than standard De-Bug frame is constructed using #316L Stainless "#304 marine grade" stainless.

- capacities up to 600 pounds can be accommodated for a nominal fee. \* Weight capacity 350 pounds standard, weight
- \* The rear suspension also articulates +/- ~20 degrees salt water corrosion. hubs are made from poly-nylon material to eliminate \* Casters - rear wheels rotate 360 degrees . Wheel
- much more stable than standard outdoor wheelchairs. ground when going across uneven terrain, making it allowing all four wheels to remain in contact with the
- Lateral transfers. \* Swing away arm rests are also easily removable for
- also has a footrest for proper foot support. adjustment and four position angle adjustment. The \* Footrest-Has Linear position telescopic length
- stainless steel hardware. actuated independantly on each side, uses all #316L \* Wheel Lock - Adjustable tension wheel brake can be
- doorway and is ~27 inches wide with the optional interchangeable pool wheels. \* Chair width is ~33.5 inches to access a 36 inch
- registered with agencies, and insurance companies \* Chair design is patented in the U.S. #380,991 and

# 30 DAY Money Back Guarantee

Components & Frame #316L series Stainless Steel " the higher the #, the higher the quality of Stainless" Ten year warranty

### Two year warranty

resistant. Seating is removable and machine washable Seating - Material is Phifertex Nylon, anti-absorbant, U.V.

### Two year warranty

enable easy operation in grass, gravel, sand, snow, & uneven terrain Tires - 3 ply poly urathene, low pressure, to specifically



### We also offer these products because they work



### The Para Ladder

with limited mobility transfer device for people most revolutionary floor The Para Ladder is the

\$875.00



### The Mobi-Chair

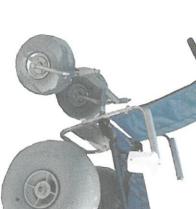
the beach into the water chair that allows wheelfloatable beach wheel-Wheelchair is a unique chair users to move from The Mobi-Chair Beach \$1999.00



### The Brella Bag

many other umbrellas. works great with any golf umbrella and adjusts to fit free umbrella holder that The Brella Bag is a hands

\$25.00



### Pensacola, Florida 3251 Phone (850) 478-576; Deming Designs Inc. Fax (850) 476-336 1090 Cobblestone Dr

Internet:www.beachwheel E-mail: kmdeming@aol.com Jr.com



# The Platform Dolly

lenging terrain. over sand and other chalso they can be pushed Is a Dolly for wheelchairs

\$895.00

# Reach the Beach!



beaches, woods, trails, anywhere hassle-free De-Bug chairs bring you back to nature,

All-Terrain Chair With the De-Bug,



### The best value & design in all-terrain wheelchairs



accident left after they were married, a car in mind. In 1990, eight months was his wife, Karen that he had design the best outdoor chair, it When Mike Deming set out to Karen

are users of the De-Bug chairs. All of the details have way since then. You can rest easy because the Demings finished prototype in 1994. De-Bug has come a long of Karen and her special seating requirements led to the mined to see that Karen enjoyed past activities. His love quadripalegic. Mike was deter-



ner for all users! wheels, this product is a windoorway, to the maneuverabil-Bug's easy fit through a 36" ity provided by castering rear been thought out. From the De-

requirement may be accommodated. Just call. any sized individual and most every type of seating adjusted. Our De-Bug chairs may be scaled to fit users sit at a comfortable tilt angle which may be in this chair. De-Bug turns easily and quickly while a comfortable ride. Your body is properly supported The De-Bug's unique, patented design provides

# Itimate Stability

# De-Bug's articulating rear suspension allows Feel safe & secure

and makes going anywhere more comfortable. to improve ride stability wheeled chairs. This helps more stable than fixed all four wheels to remain terrain, making De-Bug when going across uneven in contact with the ground

## Introducing the newest options and products now available



back on it's axis Allows the chair to tilt Tilt-in- Space

### Reclining Back

Allows the back to fully



# Aquatic Wheelchair

with Beach Wheels Wheels are interchangeable Perfect for zero entry pools





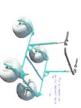
### The Baby Bug

Finally, A Beach Jogger That Works!



### Beach Walkers

Adjustable Height Padded Seat Powder Coated Aluminum



Storage Area For Adjustable Height Bars 316L Stainless Steel Coolers Basket or Towels

Description of Option	ð	Price	Subtotal
Stainless Steel All-Terrain Chair with Elevating Footrest		\$2500	
Stainless Steel All-Terrain Chair with Fixed or no Footrest		\$2250	
Tilt in Space		\$775	
Reclining Back		\$575	
Head Rest		\$250	
Front Interchangable		\$350	
Quick release pins to disassemble		\$95	
Lateral Support,		\$350	
2 Piece Open Cell Foam, Zippered, Custom Cushion		\$200	
Chest Strap with "D" Ring Release		\$60	
Umbrella & Holder Made to fit De-Bug		\$80	
Fishing Pole Holder		\$60	
Drink Holder		\$25	
Beach Baby Jogger		\$860	
Alumminum Beach Walker		\$895	
Stainless Steel Beach Walker		\$995	
Shipping call for quote			
Total			

### Method of Payment

VISA

Check#

P 0 #

Exp date Visa/MC

For individual chairs, please fill out the following dimension

of head	Address	Name	Weight	Current Cushion	Seat Width	E. Seat to Top of head	D.Seat to Axilla	C. Seat to Elbow	B. Seat Depth	A. Leg length

### Current Status for PC / BOA

Position	Members	Current Status	Renewal Date
<b>1</b>	Vacant	This spot was vacated by Gregg Bisso	N/A
2	Brooks Porter	Approved Oct 2013	Oct-15
3	Ronnie Grant	Approved Oct 2013	Oct-15
4	James Doss	Approved June 2013	Jun-15
5	Jennie Green	Approved Oct 2012	Oct-14
6	Louis Goulish	Approved Oct 2012	Oct-14
7	Linda Manning	Approved Oct 2012	Oct-14
Appointed	Members		
Jun-13	Suzanne Zachariah		
Jun-13	Elizabeth Brown		
Oct-13	Melinda Wilhelm		
Oct-13	Henry Pekar		

Need to fill vacant spot on the board as well as replace the alternate opening with an applicant

### Police and EMS Report

### From 12/1/13 To 12/31/13

EMS Calls	_/0
<b>EMS Transports</b>	_4
Deaths	8
Police Reports	23
Burglary Habitation	0
Burglary Vehicle	Ø
Thefts	
Assaults	
Criminal Mischief	6
Disturbances	_//_
Alcohol Related Offenses	3
Motor Vehicle Accidents	_/_
Agency Assists	_5_
Motorist Assist	_ 4
10000 1000	

Arrests

7

Citations

102

MUNICIPAL COURT OF Village of Surfside Beach	TRAFFIC			NON-TRAFFIC	NON-TRAFFIC MISDEMEANORS		
FOR MONTH 12 YEAR 2013	NON- PARKIN		PARKING	STATE LAW	CITY		
New Cases Filed During the Month		85					
2. Dispositions Prior to Trial:				13			
A. Bond Forfeitures		0	0	0			
B. Fined (Before trial only. If the defendant goes to trial, enter in Item 3.)		9	2		0		
C. Cases Dismissed (Do not include dismissals that are to be reported in Items 3C and 4 below.)	And the state of t	2	0	0	1		
3. Dispositions at Trial:							
A. Trial by Judge     (1) Finding of Guilty		0	0	0	0		
(2) Finding of Not Guilty		0	0	0			
B. Trial by Jury     (1) Finding of Guilty		0	0		0		
(2) Finding of Not Guilty		0	0	0	0		
C. Dismissed at Trial		0	0		0		
4. Cases Dismissed:	1			0	0		
A. After Driver Safety Course (C.C.P., Art. 45.0511)		1			The State of the S		
B. After Deferred Disposition (C.C.P., Art. 45.051)		24		ALBACE AND	L. L. 2 TES MILES PROPERTY		
C. After Proof of Financial Responsibility (Transportation Code, Sec. 601.193)		1		2			
D. Compliance Dismissal (Proof of Inspection, License, or Registration)		2					
5. Community Service Ordered (For satisfaction of fine or costs only.)							
Cases Appealed		0	0				
. Juvenile / Minor Activity:		8.	Parent Contributing	to Nonattendance	a la same de la companya della companya della companya de la companya de la companya della compa		
A. Transportation Code Cases Filed		_	Cases Filed (Education	Code, Sec. 25.093)	0		
B. Non-Driving Alcoholic Beverage Code Cases Filed	0	9.	Safety Responsibility Suspension Hearings	and Driver's License Held			
C. Driving Under the Influence of Alcohol Cases Filed	0	10.	Search Warrants Is	halis			
D. Health & Safety Code (Tobacco) Cases Filed			(Do not include warrants for a				
E. Failure to Attend School Cases Filed (Education Code, Sec. 25.094)	0	11.	Arrest Warrants Issu				
F. Education Code (Except Fallure to Attend) Cases Filed	0	-	A. Class C Misdemeanors				
G. Violation of Local Daytime Curfew Ordinance Cases Filed (Loc. Govl. Code, Sec. 341.905)	0		B. Felonies and Class A a				
H. All Other Non-Traffic Fine-Only Cases Filed	-		Magistrate Warnings	th county or district court offense.)			
Waiver of Jurisdiction of Non-Traffic Cases (Family Code, Sec. 51.08(b))	0		A. Class A and B Misdeme	eanors Only			
. Referred to Juvenile Court for Delinquent Conduct (C.C.P., Art. 45.050 (c)(1))	n :						
. Held in Contempt, Fined, or Denied Driving Privileges (C.C.P., Art. 45.050 (c)(2))			mergency Mental H				
agistrate Warnings Given (Juvenile):  L. Wamings Administered				Emergency Protection			
M. Statements Certified			otal Revenue	\$ uring month to be remitted to city of	\$ 5,725.50		

Time: 09:03:31

MUNTHLY OFFICER ACTIVITY REPORT

From 12/01/2013 To 12/31/2013

Fage 1 Mofficr2.frx

NOTE: Only "A" active officers will appear.

OFFICER ID	BADGE	OFFICER NAME	Count	Percent of Total	
FM	0	Francis McCollister	1	0.9804	
J	0	John Kelly	63	61.7647	
MF	0	Michael Faber	2	1.9608	
MM	0	Michael Monnat	1	0.9804	
MS	0	Marc Staff	1	0.9804	
PV	0	Paul V Varesic	23	22.5490	
ZM	0	Z W Monnat	11	10.7843	

### Village of Surfside Beach 1304 Monument Drive

### Surfside Beach, Texas 77541

Office: 979 233-1531 Fax: 979 373-0699

APP	LICATION FOR CITY BOARDS, BREALA JE	COMMISSIONS/COMMITTEES	
PLEA	ASE TYPE OR PRINT CLEARLY	7(70	DATE: MARCH 13, 2012
ADD	RESS: P.O. Box 30	57	PHONE: 979-233-5926
CITY	Freeport		ZIP: 77542
APPI	LICATION FOR THE FOLLOWI	NG COUNCIL APPOINTED BOA	rds/commisions/committees (check)
	BEAUTIFICATION COMMITT	EE	
	CITY ADVISORY PLANNING	COMMISSION	
	OLD VELASCO/SURFISDE BE	ACH HISTORICAL COMMISSIO	N
	FIRE DEPARTMENT COMMI	SSION	
X	BEACH ADVISORY COMMIT	TEE	
occı	ONAL INFORMATION  JPATION: Prefighter	to Aice advisory	1
ADDI	TIONAL EXPERIENCE:	1	
EDU	CATION:		
PROF	ESSIQNAL AND/OR OTHER C F NETONICEL, SOBA, E	COMMUNITY ACTIVITIES:	ng Chamittere
PLEAS	SE RETURN FORM TO:	VILLAGE OF SURFSIDE BEACH OFFICE OF THE CITY SECRETA	
		1304 MONUMENT DRIVE	

SURFSIDE BEACH, TX 77541

### Village of Surfside Beach

### 1304 Monument Drive

### Surfside Beach, Texas 77541

Office: 979 233-1531 Fax: 979 373-0699

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES	DATE: 22 November 2013
NAME: _ Richard J. Sherman	PHONE: 832-483-8992
ADDRESS: 410 Bay Avenue	ALTERNATE PHONE:
CITY/ZIP: Surfside Beach, TX 77541-9457	EMAIL: rjsconstruction@ymail.com
APPLICATION FOR THE FOLLOWING COUNCIL APPOINTED BOA	ARDS/COMMISIONS/COMMITTEES (CHECK)
☐ BEAUTIFICATION COMMITTEE	
CITY ADVISORY PLANNING COMMISSION	
OLD VELASCO/SURFISDE BEACH HISTORICAL COMMISSION	NC
BEACH ADVISORY COMMITTEE	
☐ TOURISM COMMITTEE	
PERSONAL INFORMATION	
OCCUPATION: _owner, construction company	
ADDITIONAL EXPERIENCE: retail management, construction	n management, manufacturing management
EDUCATION:	
PROFESSIONAL AND/OR OTHER COMMUNITY ACTIVITIES: I have personally dealt with the GLO building over 500 lindune in San Luis Beach Subdivision on this island. I have this island while also having built multiple crossovers to the	also worked on the constant upkeep of the dunes on
PLEASE RETURN FORM TO: VILLAGE OF SURFSIDE BEACH, OFFI EMAIL. <u>sandra@surfsidetx.org</u>	CE OF THE CITY SECRETARY, VIA FAX, MAIL, OR

I am also an experienced heavy equipment operator.

### 1304 Monument Drive

### Surfside Beach, Texas 77541

Office: 979 233-1531 Fax: 979 373-0699

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES  DATE: 11-18-2013
NAME: DAVID L. DEVANEY PHONE: 928.231-0883  ADDRESS: 419 Murch ST ALTERNATE PHONE: 281-630-4111 Receitly/ZIP: Sunf Side Beach TX EMAIL: Add AMA 30 y Ahroo, con 77541
APPLICATION FOR THE FOLLOWING COUNCIL APPOINTED BOARDS/COMMISIONS/COMMITTEES (CHECK)
□ BEAUTIFICATION COMMITTEE
☐ CITY ADVISORY PLANNING COMMISSION
OLD VELASCO/SURFISDE BEACH HISTORICAL COMMISSION
FIRE DEPARTMENT COMMISSION
BEACH ADVISORY COMMITTEE
TOURISM COMITTEE
PERSONAL INFORMATION
OCCUPATION: Property Marager Retired / Poet
ADDITIONAL EXPERIENCE: ACTIVE SUFSIDE BUSINESS For 12 years
EDUCATION: College Graduate, BS Managent Marketing
PROFESSIONAL AND/OR OTHER COMMUNITY ACTIVITIES: STRAINCEKS DAY PARA de
Supporter of All Beach Activities Brach Clearing

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

Sandra@surfsidetx.org

### Village of Surfside Beach

### 1304 Monument Drive

### Surfside Beach, Texas 77541

Office: 979 233-1531 Fax: 979 373-0699

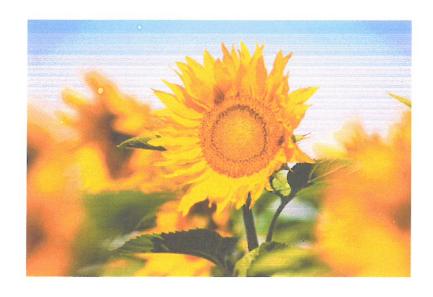
APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES  DATE: 6-13-13	
NAME: LEA MC CALL  PHONE: 817-312-1684  ADDRESS: 114 Valesco SHORES AR ALTERNATE PHONE:  CITY/ZIP: SURF SIDE, TY  EMAIL:	
APPLICATION FOR THE FOLLOWING COUNCIL APPOINTED BOARDS/COMMISIONS/COMMITTEES (CHECK)  BEAUTIFICATION COMMITTEE	4 6
<ul> <li>□ CITY ADVISORY PLANNING COMMISSION</li> <li>□ OLD VELASCO/SURFISDE BEACH HISTORICAL COMMISSION</li> </ul>	
BEACH ADVISORY COMMITTEE  TOURISM COMITTEE	
OCCUPATION: RETIRED	
EDUCATION: HGH SCHOOL	
PROFESSIONAL AND/OR OTHER COMMUNITY ACTIVITIES:	
PLEASE RETURN FORM TO: VILLAGE OF SURFSIDE BEACH, OFFICE OF THE CITY SECRETARY VIA FAX, MAIL, OR EMAIL. glenna@surfsidetx.org	

Applicant	Date of Application
Brenda Obannion	3/13/2013
Mark Corey	7/18/2013
Lea McCall	8/13/2013
David Devaney	11/18/2013
Richard Sherman	11/22/2013

Beach Adv Committee.

New Applicants to consider

### SANDY HANDS GARDEN CLUB



Help make Surfside Beach even more beautiful!

January 18 12:00 noon

The Church 818 Surf (at Angelwing)

For more information:

Georgia Pavey, president

(979) 292-9433

gpavey321@gmail.com

### Sign in Sheet for the 01/14/2014 - Council Meeting

D C
RICHARD SHERMAN
Georgia Pavel
. ()
LIZZIE BROWD
Gordon Aust
Melinda Wilham
Mohael Wilhelm
Jalene Blansat
Jul Sha
Levela M-Juele
The contract of the contract o
Ani Capiett
Erminia Minard
Mark Corey
Mike Januard
Dot anal
Vonda Mathis
Rally M. A.
The said of the sa
elare Dunn
Clare Duny
Heren Peller
Here Peker Kimberly M Col
1-lewellan
David Lavana
Viver L Wing

### TIER 2 - FULL RACIAL PROFILING REPORT

Agency Name:

SURFSIDE BEACH POLICE DEPT.

Reporting Date:

01/08/2014

**TCOLE Agency Number:** 

039222

Chief Administrator:

**GARY PHILLIPS** 

Agency Contact Information:

Phone: 979-239-1151

Email: chief@surfsidetx.org

Mailing Address:

SURFSIDE BEACH POLICE DEPT.

1304 Monument Dr.

Surfside Beach, Tx 77541

This Agency filed a full report because:

Our agency has no motor vehicle or audio equipment.

Certification to This Report 2.132 (Tier 2) - Full Report

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

SURFSIDE BEACH POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the SURFSIDE BEACH POLICE DEPT. from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the SURFSIDE BEACH POLICE DEPT. if the individual believes that a peace officer employed by the SURFSIDE BEACH POLICE DEPT. has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the SURFSIDE BEACH POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the SURFSIDE BEACH POLICE DEPT.'s policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

Page 1 of 5 pages submitted electronically to the

Texas Commission on Law Enforcement

- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - (A) the Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

### I certify these policies are in effect.

Executed by: GARY PHILLIPS
Chief Administrator
SURFSIDE BEACH POLICE DEPT.

Date: 01/08/2014

Page 2 of 5 pages submitted electronically to the Texas Commission on Law Enforcement

### SURFSIDE BEACH POLICE DEPT. Motor Vehicle Racial Profiling Information

### Gender:

- 1. 189 Female
- 2. **593** Male

3. **782 Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

### Race or Ethnicity:

- 4. 73 African
- 5. **25** Asian
- 6. 570 Caucasian
- 7. 109 Hispanie
- 8. 4 Middle Eastern
- 9. 1 Native American

10. **782 Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

### Race or Ethnicity known prior to stop?

- 11. 58 Yes
- 12. 724 No.

13. **782 Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

### Reason for stop:?

- 14. 187 Violation of law other than traffic
- 15. **0** Pre-existing knowledge (i.e. warrant)
- 16. 537 Moving Traffic Violation
- 17. **58** Vehicle Traffic Violation (Equipment, Inspection or Registration)
- 18. **782 Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Page 3 of 5 pages submitted electronically to the Texas Commission on Law Enforcement

### Search conducted?

- 19. 27 Yes
- 20. 755 No

### 21. 782 Total

### Reason for search?

- 22. 12 Consent
- 23. 0 Contraband/evidence in plain sight
- 24. 5 Probable cause or reasonable suspicion
- 25. 10 Inventory search performed as result of towing
- 26. Incident to arrest/warrant
- 27. 27 Total (must equal line 19)

### Contraband discovered?

- 28. 16 Yes
- 29. 11 No

30. 27 Total (must equal line 19)

### Description of Contraband

- 31. 9 Illegal drugs/drug paraphernalia
- 32. 0 Currency
- 33. 1 Weapons
- 34. 4 Alcohol
- 35. 0 Stolen property
- 36. 2 Other

37. 16 Total (must equal line 28)

### Arrest result of stop or search:

- 38. 0 Yes
- 39. 782 No

40. **782 Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Page 4 of 5 pages submitted electronically to the

Texas Commission on Law Enforcement

### Arrest based on:

- 41. **0** Violation of the Penal Code
- 42. **0** Violation of a Traffic Law
- 43. **9** Violation of City Ordinance
- 44. **0** Outstanding Warrant

### Street address or approximate location of the stop:

- 45. **131** City Street
- 46. **53** US Highway
- 47. 393 County Road
- 48. **205** Private Property or Other

### Written warning or a citation as a result of the stop:

- 49.
- 782 Yes
- 50.
- 0 No

51.

782 Total

SURFSIDE BEACH POLICE DEPT. has submitted electronically the analysis in PDF format required by 2.134 CCP(c) which contains

- (1) a comparative analysis of the information compiled under Article 2.133 to:
- (A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and
- (B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and
- (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

### I certify the analysis meets the above requirements.

Executed by: GARY PHILLIPS

Chief Administrator

SURFSIDE BEACH POLICE DEPT.

Date: 01/08/2014

Page 5 of 5 pages submitted electronically to the

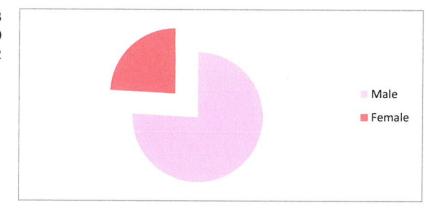
Texas Commission on Law Enforcement

### Gender

 Male
 593

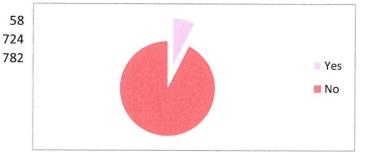
 Female
 189

 Total
 782



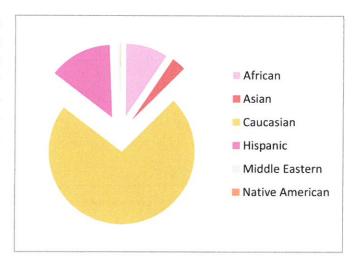
### Race or Ethnicity Known Prior to Stop

Yes No Total



### **Race or Ethnicity**

African	73
Asian	25
Caucasian	570
Hispanic	109
Middle Eas	4
Native Ame	1
Total	782



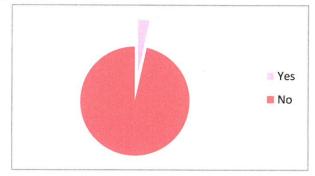
### **Reason for Stop**

Violation of Law Other Than Traffic	187
Pre-existing Knowledge (ie. Warrant)	0
Moving Traffic Violation	537
Vehicle Traffic Violation (Equipment, Inspection or Registration)	58
Total	782



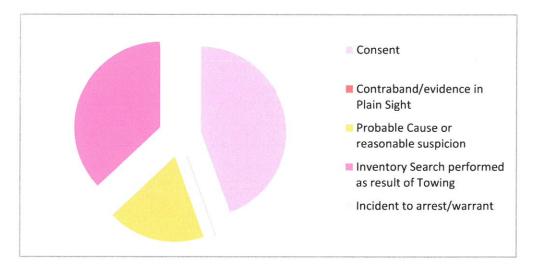
### **Search Conducted**

Yes 27 No 755 Total 782

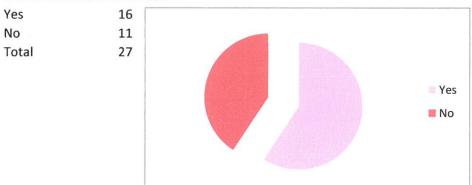


### **Reason For Search**

Consent	12
Contraband/evidence in Plain Sight	(
Probable Cause or reasonable suspicion	
Inventory Search performed as result of Towing	10
Incident to arrest/warrant	(
Total	27

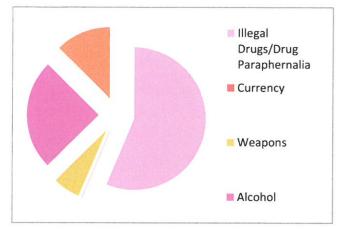


### **Contraband Discovered**

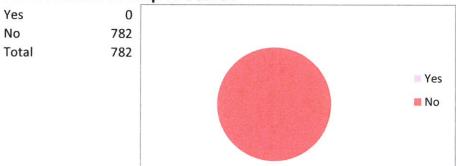


### **Description of Contraband**

Illegal Drugs/Drug Paraphernalia	9
Currency	0
Weapons	1
Alcohol	4
Stolen property	0
Other	2
Total	16



### **Arrest Result of Stop or Search**

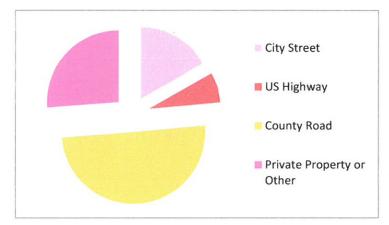


### **Arrest Based On**

Violation O	0	
Violation O	0	■ Violation Of Penal
Violation o	0	Code
Outstandin	0	■ Violation Of Traffic
Total	0	Law
		Violation of City
		Ordinance
		Outstanding
		Warrant

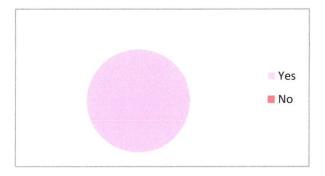
### **Street Address or Approximate Location Of the Stop**

City Street	131
US Highway	53
County Road	393
Private Property or Other	205
Total	782



### Written Warning or Citation as a Result of the Stop

Yes	782	
No	0	
Total	782	



### MuniServices, LLC Consultant Services Agreement

### 1. Us.

We are MuniServices, LLC, a Delaware limited liability company, and a wholly owned subsidiary of Portfolio Recovery Associates, Inc.; with an office at 7625 N. Palm Avenue, Suite 108, Fresno, California 93711. In this Agreement we are referred to as "MuniServices" or "we", "our", "us. We use our sister company, RDS, to assist us with work. Sometimes we will refer to you and us as the "Parties."

If you need to contact us a short list of helpful contacts is attached as Attachment 3.

If you are sending us a notice required by this Agreement, send it to:

MuniServices, LLC Attn: Lisa Broussard 18333 Egret Bay Blvd, Suite 260 Houston, Texas 77058

Email: lisa.broussard@muniservices.com

Facsimile: 281.335.8109

When providing notice to us, you must also provide a copy of the notice to: PRA General Counsel, 120 Corporate Blvd., Suite 100, Norfolk, VA 23502. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery. We do not accept notices by email or facsimile. Notice of rate changes or distribution changes must be sent by certified mail.

### 2. You.

You are the City of Surfside. You are a municipal corporation of the State of Texas. In this Agreement we will refer to you as "you", "your", "yours".

### 3. Our Services and your payment.

We will provide you with the services listed in Attachment 1 (the "Services"). You will pay us the fees listed in that same Attachment. If we are providing more than one Service, each service will have a separate attachment and will be labeled Attachment 1-1, 1-2, etc.

### 4. What our Services do not include.

We do not provide to you or any third-parties any legal advice or services. We also do not provide tax advice to you or third parties. Also we cannot and therefore do not establish: the tax rates due from taxpayers; and the penalties and fees that are assessed against taxpayers (though we will calculate these amounts for you as part of the Services once you have established the rates). We also do not determine either the amount of refunds or the proper government account(s) that taxpayer receipts shall be deposited into.

### 5. Term of this Agreement.

The initial term of this Agreement begins on December 1049, 2013 (the "Effective Date") and continues for a period of three years from the Effective Date. Thereafter this Agreement will automatically renew for two successive one year terms (each a "Renewal Term"), unless either party notifies the other in writing of its intent not to renew 90 days prior to the end of the initial term or any Renewal Term. There are some other ways this Agreement can end and those are found in Article I of the General Provisions, Attachment 2.

### 6. General Provisions.

The parties are also bound by the General Provisions as set forth in Attachment 2 of this Agreement, which are by this reference incorporated into this Agreement. If something in this Agreement contradicts the General Provisions, then what is said in this Agreement governs rather than the General Provisions.

The Parties are signing this Agreement on the Effective Date indicated in Section 5 above.

MuniServices, LLC

By: Lish Psyoussan

Name: Lisa Broussard, CPA

Title: VP Central Operations

Client:

By: Sprakar Miller

Print Name: <u>Sandra Miller</u>

Title: City Secretary

Address for Notification:

1304 Monument Drie

Surfside Beach, TV.

ATTEST:

City Clerk





### ATTACHMENT 1 Local Occupancy Tax Program Audit Services



### Article 1-Objectives and Methods

MuniServices' Local Occupancy Tax Program Audit service is intended to assist the City in maximizing lodging tax revenue it is entitled to through an on-site examination of records and education of the lodging providers to ensure the appropriate collection and remittance of the lodging tax.

### Article 2-Scope of Work

### 1. Audit Services

- a. Perform on-site examinations of the records of those providers requested by City to warrant further investigation;
- Provide City staff with a detailed list of all records required to be made available by lodging providers for the further reviews, together with a draft engagement announcement letter to be sent to each lodging provider requiring examination;
- c. In coordination with City staff, schedule and conduct reviews at the property locations of those providers identified and authorized for examination;
- d. Verify accuracy of filed lodging tax returns with daily and monthly activity summaries;
- e. Review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries;
- f. Review bank statements to verify that deposits reconcile with the reported revenue on the lodging tax returns';
- g. Review exempted revenue for proper qualifying documentation;
- h. Review a random sample of exempted guest revenue and trace registration and/or other source documents to verify compliance with the City ordinance;
- i. Where possible, compare the State lodging tax filings with City's tax returns;
- j. For each error/omission identified and confirmed, submit substantiating documentation to designated City staff in order to facilitate collection of revenue due from lodging providers for prior periods;
- k. Coordinate with designated City official(s) as necessary to review findings and recommendations;
- 1. Prepare draft Notices of Deficiency Determination, and commendation, warning and credit letters, as applicable, for City to advise lodging providers of examination results
- Provide assistance to City in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination; and
- Prepare and document any changes to the review findings and provide revised tax, interest or penalty amounts due the City.

### 2. Mandatory Reporting to the State of Texas - Required Compliance

The Bill requires that, if, as a result of an audit conducted, a City obtains documentation or other information showing a failure to collect or pay local and state occupancy taxes when due, the City shall notify and submit the relevant information to the Texas Comptroller. The City will receive a 20% finder's fee from the State of Texas upon receipt of payment from the lodging provider. During MuniServices meetings with the Texas Comptroller regarding HB 2048 and it's administration,, the report submitted to the State must have these additional specifications, but is not limited to:

- a. Summary of all hotels with local and state deficiencies discovered during our audit.
- b. Detailed Audit Support for findings over \$2,000 (qualifying audits) due to the state.
- c. Audit report should include audit period.
- d. Separate documentation that breaks down the findings in each area by month.
- e. Separate documentation that itemizes the state only exemption details.
- f. Audit Communication executed by the hotel.
- g. Audit Report based on State Auditing Procedures.

### Article 3-Deliverables

### 1. Audit Services

- a. Provide City staff with a draft Audit Announcement Letter to be sent to each lodging provider to be examined.
- b. For each error/omission identified and confirmed, submit a written report substantiating documentation to designated City staff in order to facilitate collection of revenue due from lodging providers for prior periods together with draft Notices of Deficiency Determination, and/or credit, warning or commendation letters as applicable;
- Prepare and document any changes to the review findings and provide revised tax, interest or penalty amounts due the City.
- d. Review any extenuation or mitigation proffered to deficiency determinations and prepare draft response to City staff; and
- e. Provide other collections advice upon request.

### 2. Mandatory Reporting to the State of Texas

Should the City authorize MuniServices to provide the additional services as required, MuniServices shall:

a. Provide a complete report, with supporting documentation, to the Texas State Comptroller (and the City) based on the requirements outline in HB 2048 for each applicable local audit performed on behalf of the City. The report will be provided to the Comptroller within 30 days of the completion of the audit and will include all substantiation of the issues and findings reported.

- b. Provide a monthly status to the City that tracks the submissions to the Comptroller's Office. This tracking tool's purpose is to provide the City with necessary information to ensure proper administration and follow up for the 20% finder's fee.
- c. Act as the City's advocate and representative in all communications with the Texas State Comptroller in regards to the local hotel occupancy tax audit sharing program, including Notifying the Comptroller's office if they should expect disputes or protest of an audit.

Should the City elect to have MuniServices provide the services necessary to comply with HB 2048, the City will be required to provide a Letter of Authorization to the State Comptroller's Office designating MuniServices as an authorized agent of the City for the purposes of administration of this local hotel occupancy tax audit sharing program.

### **Article 4-Compensation**

### What the Client will pay MuniServices.

Provided that the Effective Date is on or before December 31, 2013, in exchange for MuniServices performing the work indicated above, the Client will pay MuniServices as follows:

### Audit

The Audit Services shall be provided for a fixed fee of one thousand seven-hundred (\$1,700) for each lodging property audited with 50% due at the time of audit approval and 50% upon completion of the audit. A minimum of 2 audits must be performed at any one time.

### Mandatory Reporting to the State of Texas

Should the City authorize MuniServices to provide the additional services (Mandatory Reporting to the State), the City agrees to pay MuniServices as follows:

- a. Cost per Audit: A flat fee of \$400.00 per qualifying audit will be charged for each audit submitted to the State Comptroller under the program and includes all the services outlined in the above "Proposal for Additional Services" section.
- b. The \$400 flat fee will be billed on a monthly basis for each report submitted to the Comptroller during that month.
- c. If, in order for the state to collect on an audit and/or the city to receive their finder's fee, additional or non-standard work is required outside of the above listed services, MuniServices will bill the City an hourly rate plus additional expenses incurred. Examples of additional or non-standard work includes, but is not limited to, additional field visits after an audit has been submitted as final, , testifying at hearings or court proceedings to support the work performed by our auditors, and any other activities requested by either the City or the Comptroller in regards to collection on an audit, etc.
- d. Any work required outside of \$400 flat fee will only be performed with prior written approval from the City. The hourly services will be billed at the rate of \$100 per hour, plus actual expenses. These additional hours will be invoiced at the time the case is resolved to the Comptroller's satisfaction.

### Travel and Out-of-Pocket

Reasonable travel and other out-of-pocket expenses associated with the performance of field audits will not exceed two hundred dollars (\$200) per audited property without the prior written approval of the City. Such reimbursement shall be billed at the completion of the audit and a minimum of (2) audits will be required at any one time.

### **Additional Consulting**

City may request that MuniServices provide additional consulting services at any time during the term of this Agreement. If MuniServices and City agree on the scope of the additional consulting services requested, then MuniServices shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from \$75 per hour to \$300 per hour.

The following are sample hourly rates based on the job classification:

Principal: \$300 per hour

• Client Services: \$250 per hour

Information Technology (IT) support: \$200 per hour

Operational Support:

Director: \$175 per hour
Manager: \$150 per hour
Senior Analyst: \$125 per hour
Analyst: \$100 per hour

o Administrative: \$75 per hour

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

### Article 5 - City Obligations

### 1. Audit

The City shall assist MuniServices by providing necessary information and assistance to include, but not be limited to, the following:

- a. Send Audit Announcement Letter to each lodging provider to be examined with a copy to MuniServices.
- b. Inform MuniServices of any circumstances concerning existing payees.
- c. Inform MuniServices of the development of new lodging properties no later than a Certificate of Occupancy being granted.

### 2. Mandatory Reporting to the State of Texas

Please choose one of the two options below. If the City desires for MuniServices to perform the new Mandatory Reporting to the State of Texas, and this letter agreement correctly reflects the terms agreed to by MuniServices and the City, please counter-sign this letter agreement in the space provided below.

If the City acknowledges its obligations under House Bill 2048 and hereby elects to "OPT OUT" of MuniServices optional service to provide services required to perform the Mandatory Reporting to the State of Texas on its behalf, please counter-sign this letter agreement in the space provided below.

- a. City will need to enter in to an agreement with the Comptroller to insure that they make reasonable efforts to collect on each submission and reimburse the city for any hourly fees and expenses incurred on behalf of the state.
- b. City can expect payment of the finder's fee no sooner than 6 month's from the date of submission to the Comptroller, as the finder's fee is not due until the assessment is Administratively Final.
- c. City has an obligation to submit all findings to the Comptroller whether or not they contract with MuniServices. As such, MuniServices will require an "opt out" document be signed by the city if they chose not to have our assistance in fulfilling this requirement.

(Actual bill located at: http://www.sos.state.tx.us/statdoc/bills/hb/HB2048.pdf)

YES - By signing in the space provided here, I hereby authorize MuniServices to perform the Mandatory Reporting to the State of Texas as required by House Bill 2048 that was adopted on September 2, 2011, and agree to compensate MuniServices as outlined above.
By: Sandra Willer
Name: Sandra Miller
Date: 1-8-2014
Date: 1-8-2014
<b>NO</b> - By signing in the space provided here, the City declines MuniServices additional services option and acknowledges that MuniServices will have no responsibility or liability related to the Mandatory Reporting to the State of Texas as required by House Bill 2048 that was adopted on September 2, 2011.
By:
Name:
Title:
Date:

### ATTACHMENT 2 General Provisions

### Article I

Within 5 business days after signing this agreement.	You will designate, in writing, one individual to whom we may address communications concerning this Agreement. This person or such person's designee will be the principal point of contact for us in obtaining decisions, information, approvals, and acceptances.
10 business days after you receive our invoice.	You have until this date to dispute in the invoice, or a portion of it, in writing. Your written dispute must be post-marked by this date and must be sent to the addresses in paragraph 1 of the Agreement. (Paragraph 1 is located on the front page of the agreement and is titled "Us".)
10 business days after we receive your written notice that you dispute an invoice or part of an invoice.	We will either correct the error or explain to you why we think the invoice is correct. During this time, we will not try to collect the amount being disputed.
30 days after receiving our invoice.	You must pay our invoice(s) by this date. If you do not pay by that time, we have the right to charge you interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount permitted by law, on any amounts you do not pay within thirty days. If we refer your account to an attorney for collection of past due amounts, we may charge you for our reasonable attorney fees, including costs for attorneys who are employed by us, and court costs incurred by us to the extent permitted by law. Any settlement of your account balance for less than what is owed requires our written consent.
40 days after receiving our invoice	If you have not paid, and have not disputed an invoice as provided above, then we may terminate this Agreement with no further notice and we have no further obligation to you.
When you provide us with information for use in the Services.	By providing us information, you represent that:  • you have the right to provide us the information without violating the rights of third-parties;  • your release of the information to us does not violate any applicable laws and regulations; and  • to the best of your knowledge the information is accurate and not defamatory.  You will notify us immediately if there is a change in the information you have provided to us.
If we send you a report or other deliverable.	You will review all reports we provide to you in a timely fashion and you will notify us immediately if you find a discrepancy in any of the information we have provided to you. Upon payment therefore, we will grant you all right, title, and interest in and to the reports, charts, graphs, and other deliverables we are required to produce under this Agreement.
While the Agreement is effective.	We will keep in full force and effect insurance coverage during the term of this Agreement including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. You may at any time request copies of our certificates.
90-days after prior written notice.	This Agreement terminates for convenience but only if the terminating party sends the notice to the person designated to receive notices under this Agreement (see paragraph 1 or 2, as applicable, of this Agreement).



	After giving written notice of a breach other than a failure to pay.	The non-breaching party may immediately terminate this Agreement if:  • the written notice of the breach was sent to the person designated to receive notices for the breaching party under this Agreement (see paragraph 1 or 2, as applicable, of this Agreement); and the breach is not your failure to pay (that situation is addressed separately below.); and  • the breach has not been cured in a reasonable time after the breaching party received notice.  Ordinarily, 30 days will be a reasonable time to cure the breach but if the party receiving notice of the breach can demonstrate that the breach will take more than 30 days to cure, the non-breaching party and breaching party will agree on an extended period to cure the breach.
	After the occurrence of a "financial default"	A party may terminate this Agreement immediately if the other party experiences a "financial default." A "financial default" means:  • a material adverse change in a party's financial condition that adversely affects its ability to perform hereunder; or  • a party becomes or is declared insolvent or bankrupt; or  • a party is the subject of any proceedings relating to liquidation or insolvency or for the appointment of a receiver; or  • a party makes an assignment for the benefit of all or substantially all of its creditors; or  • a party enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations.  If you experience a "financial default" then we may, at our option, declare the entire outstanding amounts and costs owing to us hereunder immediately due and payable.
)	This Agreement is terminated or expires.	You remain obligated to: (1) pay us for Services performed through the effective date of the termination or expiration; (2) if applicable, provide us with all the information necessary for us to calculate what you owe us on revenue you receive after the termination or expiration; and (3) if applicable pay invoices we send you after the expiration or termination of this Agreement for Services performed before termination or expiration or for continuing payments required by the Scope of Work or for both.

### Article II. The parties also agree to the following miscellaneous terms.

- 1. Independent Contractor. We are an independent contractor. Nothing in this Agreement is to be interpreted as: creating the relationship of employer and employee between you and us or between you and any of our employees or agents; or creating a partnership or joint venture between you and us. We are responsible for any subcontractors we use in performing Services for you and we are solely responsible to pay those subcontractors. We may perform similar services for others during this Agreement and you agree that our representation of other government sector clients is not a conflict of interest.
- Compliance with Laws. The parties agree to comply with all applicable local, state and federal laws and regulations during the term of this Agreement.
- Intellectual Property. We retain all right, title, and interest in and to the processes, procedures, models, inventions, software, ideas, know-how, and any and all other patentable or copyrightable material used, developed, or reduced to practice in the performance of this Agreement.
- 4. Waiver. Either party's failure to insist upon strict performance of any provision of this Agreement are not to be construed as a waiver of that or any other of a party's rights under this Agreement at any later date or time.
- 5. Force Majeure. Neither party is liable for failing to perform its obligations hereunder (other than payment obligations) where performance is delayed or hindered by war, riots, embargoes, strikes or acts of its vendors or suppliers, accidents, acts of God, or any other event beyond its reasonable control.
- 6. Counterparts. This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
- 7. Assignment. MuniServices may assign this Agreement, in whole or in part, without your consent to any corporation or entity into which or with which MuniServices has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of MuniServices; or any corporation or entity which acquires all or substantially all of the assets of MuniServices. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

- 8. Public Release and Statements. Neither you nor we nor each of our representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other Party. No Party or its agent will use the name, mark or logo of the other Party in any advertisement or printed solicitation without first having prior written approval of the other Party. The Parties shall take reasonable efforts to ensure that its Subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other Party without that Party's prior written approval. In addition, the Parties agree that their contracts with all Subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.
- 9. Entire Agreement. This Agreement is the entire Agreement between us and you for the Service(s). This Agreement supersedes and replaces any prior Agreements, of whatever kind or nature, for the Service(s) Any prior Agreements, discussions, or representations not expressly set forth in this Agreement are of no force or effect. No additional terms, Purchase Order Terms and Conditions, or oral or written representations of any kind are of any force and effect unless in writing and signed with the same formality as this Agreement
- 10. No Oral Modification. No modification of this Agreement is effective unless set forth in writing and signed with the same formality as this Agreement.
- 11. Invalidity. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain valid, binding, and enforceable.
- 12. Construction. This Agreement is to be construed in accordance with the laws of the State of Texas without regard to its conflict of laws principals.
- 13. Headings. The section headings herein are for convenience and reference purposes only and are not to serve as a basis for construction or interpretation.



### Attachment 3 MuniServices Helpful Contacts

Contact	Project Role	Phone	Email	
Brenda Anderson	Client Services Manager	817.771.4066	brenda.anderson@muniservices.com	
Ted Kamel	Client Services Manager	903.952.9794	ted.kamel@muniservices.com	
Lisa Broussard, CPA	VP Central Operations	713.459.5079	lisa.broussard@muniservices.com	
Jonathan Gerth	VP Audit Services	205.423.4177	ivgerth@revds.com	
Janis Varney	VP Misallocation - SUTA	559.271.3011	janis.varnev@muniservices.com	
Chris Yeary, CPA	VP, Sales & Use Tax Audit	972.447.4953	chris.yeary@muniservices.com	
Christy Cato	VP Tax Administration	205.423.4136	ccato@revds.com	
Tim Hunter	Franchise Fee Manager	205.423.4170	tihunter@revds.com	
Mike Balliet	Waste Hauler Auditor	949.378.2205	MBalliet@cox.net	
Carol Dyar	Tax Administration Manager	205.423.4145	cdyar@revds.com	
Kandi Warnock	HOT Production Manager	817.905.7027	kandi.warnock@muniservices.com	
Doug Estes	Client Relations Manager	559.271.6868	doug.estes@muniservices.com	
	Billing Department	757.321.2517	acctpay@portfoliorecovery.com	
Francesco Mancia	VP Government Relations	559.288.7296	fran.mancia@muniservices.com	
Brenda Narayan	Director of Govt Relations	916.261.5147	brenda.narayan@muniservices.com	

### **Appearance before City Council**

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

Name: GIENDA MEGONIGIE
Address: 319 SHANC LANE
Phone: 979292 9488
Email: Columbia Property @ AOC Com
Issue: Public Kerte
Date:

### **Appearance before City Council**

### <u>Please fill out and give to City Secretary prior to start of meeting.</u>

Name: Due Day
Name: Sue Stay Address: 414 Fort Velasco
Phone: 915 227-2504
Email:
Issue: Dogs,
Date:

### sandra@surfsidetx.org

iom:

sandra@surfsidetx.org

Sent:

Thursday, January 09, 2014 4:57 PM

To:

Clare Dunn (eclared1@gmail.com); Donna Robinson; Pegi Llewellyn; Steven Porter

(bwporter@swbell.net); Steven Porter (porter2012@gmail.com)

Subject:

BAC

Tracking:

Recipient

Read

Clare Dunn (eclared1@gmail.com)

Read: 1/9/2014 6:04 PM

Donna Robinson Pegi Llewellyn

Steven Porter (bwporter@swbell.net)
Steven Porter (porter2012@gmail.com)

Ok, I found in the plan what it says. If you all recall the BAC had fell apart and dissolved and so the present on was re-created back in April 2012. By the plan it is a two year term and the renewal should be staggered by odd and even years. In order to follow what the plan said we will need to renew two of you in Oct 2014 and the three of you in October 2015.

n doing this by date of application here is how we can structure the 5 positions:

#1 Pegi – Even Year 2014

#2 Donna- Even Year 2014

#3 Brooks - Odd Year 2015

#4 Clare – Odd Year 2015

#5 Vacant - Odd Year 2015

If any of you have any issue with this layout let me know. An alternate being appointed would not change this schedule.

Thanks sandra