Village of Surfside Beach GF Transaction List by Vendor April 2014

Туре	Date	Num	n Memo	Amount
AMAZON MARKET Check				
AMERICAN MATER	4/7/2014 RIALS	DEBIT	Ī	-263.18
Check ARNOLD TIRE REP	4/27/2014 PAIRS	29967	INV 81187	-9,214.70
Check AT&T	4/27/2014	29978	INV NO 5192	-15.00
Check BAY STAR PRINTIN	4/9/2014	29942	979 373-0699 588 4	-56.02
Check BCOS	4/16/2014	29949	INV 1404040	-225.88
Check	4/27/2014	29975	AR176130	-83.36
BIRCH COMMUNICA Check				-00.00
Check	4/17/2014	29954	15701676	-360.79
BLUE LINE PRINT S	4/27/2014 SHOP	29970	15880558	-712.36
Check BOBBY FORD, INC	4/9/2014	29941	inv 4467	-36.00
Check	4/4/2014	29918	ACCT 7002	-54.63
BRAZOS NATIONAL Check				04.00
CATERPILLAR FINA	4/9/2014	29945	acct ending -369 acct endi	-884.53
Check	4/16/2014		IND / 4500 / 105 Day	
CITY OF OYSTER CI	REEK	29950	INV 15691425 CUST NO	-1,479.31
Check COREY DUNLAP	4/16/2014	29951	MARCH 2014	-275.00
Check CULLIGAN WATER	4/1/2014	29905	QUARTERLY UNIFORM A	-243.05
Check	4/4/2014	29914	99461	1 (2.2mm) (2.2mm)
Check	4/27/2014	29966	99757 99914 99723	-41.50
DIVER OVERHEAD			10.00 0001100120	-300.40
Check DONA TERE MEXICA	4/16/2014 N RESTAURAN	29948 IT	INVOICE 018097	-710.00
Check DONNA M ROBINSO	4/30/2014 N	DEBIT	LUNCH - KENNY PCT 1	-21.50
Check	4/1/2014	29907	CLEANING 4/1/14	
Check	4/8/2014	29931	CLEANING 4/1/14 CLEANING 4/7/14	-40.00
Check	4/8/2014	29932	reimburse purchase of sup	-40.00
Check	4/17/2014	29955	CLEANING 4/17/14	-9.04
Check	4/22/2014	29963	CLEANING 4/22/14	-40.00 -40.00
Check	4/30/2014	29964	Cleaning 4/28/14	-40.00
ERF WIRELESS Check	4440044	**		40.00
Check	4/4/2014	29913	WBS010288 INV 56862	-104.95
FED EX	4/27/2014	29976	59875	-115.40
Check	4/9/2014	29935	2033-3327-7	
GIROURDS STORE		20000	2000-0021-1	-18.59
Check GULF COAST ENGRA	4/9/2014 VING	29943	206173 acct 203	-28.96
Check HARLAND CLARKE	4/4/2014	29921		-38.50
Check	4/8/2014	DEBIT	DEPOSIT BOOKS - GF	77 14
HARRIS COUNTY TRE	EASURER			-77.14
Check	4/4/2014	29916	INV 12699	-63.75
Check INTUIT	4/27/2014	29972	12865	-63.75
Check	4/14/2014	DEBIT		-96.92
IRS	4/0/0044			-30.52
Liability Check Liability Check	4/8/2014 4/22/2014	DEBIT DEBIT	74-2053043	-3,179.89
JAMES KELLER		ווטבטוו	74-2053043	-3,336.50
Check JONES & BARTLETT	4/16/2014	29947	MEAL/MILEAGE REIMBUR	-134.72
Check LAWMAN'S UNIFORM	4/29/2014 & EQUP	DEBIT	EMS EDUCATION	-186.00
Check	4/27/2014	29965	INV 36894	-424.00
				12.00

Village of Surfside Beach GF Transaction List by Vendor April 2014

Туре	Date	Num	Memo	Amount
LOWES				
Check MATHESON TRI GAS	4/4/2014 S INC	29912	acct#9900 065009 5	-382.65
Check MIKE SORRELL TRU	4/9/2014	29936	INV 08902982	-101.06
Check MOORE MEDICAL	4/4/2014	29917	INV 2585B PO 6784	-313.60
Check O'REILLY AUTO PAR	4/27/2014 TS	29971		-511.06
Check OFFICE UNIVERSE	4/9/2014	29944	0640-462812	-89.47
Check OFFICEMAX	4/27/2014	29969	494633	-543.48
Check Check OMNIBASE	4/7/2014 4/7/2014	DEBIT DEBIT		-94.99 -106.07
Check PC CARE INC.	4/9/2014	29937	PS ID # 121020	-186.00
Check PRATHER & HARLAN	4/27/2014 AIR CONDITIO	29968 NING	INV 68476	-24.95
Check	4/16/2014	29953	23186 23187	
Randle Law Office, Lt	d, L.L.P.		20100 20101	-705.00
Check RELIANT ENERGY	4/9/2014	29939	5649 5650	-1,286.09
Check	4/4/2014	29920		-173.24
Check	4/27/2014	29983	14693584 15200801 14693	-173.24
Specialized Billing & (
Check STATE COMPTROLLE Check		29974	2014-07	-174.75
SUEZ ENERGY Check	4/1/2014	29909	1-74-2053043-2 PE 3/31/14	-17,901.32
Check TEXAS WORKFORCE	4/1/2014 4/27/2014	29908 29977	21597-13007 44936-47004	-1,040.88 -363.28
Check THE FACTS	4/2/2014	DEBIT	1ST QUARTER 2014	-3,469.18
Check	4/16/2014	29952	1109910 ACT# 15746500	74.40
TML-INTERGOVERNMI	ENTAL RISK P	OOL	10110000	-74.40
Check TMRS	4/4/2014	29915	CONTRACT NO 7123	-10,618.50
Check Liability Check	4/2/2014	29911	CITY NO. 01233 - MARCH	-152.31
Liability Check	4/8/2014	29930	01233	-593.88
Liability Check UTILITY DATA SYSTEM	4/22/2014	29961	01233	-620.22
Check			72.7	
VERIZON Check	4/9/2014 4/9/2014	29940	10302	-1,252.00
Check	4/22/2014	29934	INV 9722412346	-757.37
VILLAGE OF SURFSIDE	REACH DEAC	29962	822685800-00001	-69.39
Check	4/15/2014		MOVED DAOIS TO THE	
VILLAGE OF SURFSIDE	BEACH EVET	DEBIT	MOVED BACK TO THEB E	-198.56
Check	4/4/2014		460 505 000	
VOSB VFD Check		29923	460 565 332	-177.21
Check	4/1/2014	29900	QUARTERLY SUPPLEME	-6,500.00
VOYAGER FLEET SYST	4/2/2014	29910	MARCH EMS RCPTS	-2,055.20
Check		20040	ACCT COCCUSE	
WASTE CONNECTIONS	4/4/2014	29919	ACCT 869312835	-1,810.23
SHECK	4/9/2014	29938	INV 647950 647949	-12,395.86

VILLAGE OF SURFSIDE BEACH SF Transaction List by Vendor April 2014

Туре	Date	Num	Memo	Amount
AT&T				7.11104116
Check	4/9/2014	13628	979 373-10678 974 1	SERVE PROPERTY.
Check	4/16/2014	13638	979 233-9645 675 5 979 373	-42.58
BILFINGER AIRVA		NOI OGIES	979 233-9645 675 5 979 373	-77.70
Check	4/4/2014	13616		
Check	4/27/2014	13647	REF 6793 ORDER NO 4501	-1,400.39
Brazoria County He		13047	REP 6793 ORDER NO 4501	-365.73
Check	4/4/2014	13618	ACCT # 125	
BRAZORIA COUNT	Y SEPTIC SERV	ICE 13018	ACC1 # 125	-60.00
General Journal	4/17/2014	SAN	Powers of CIE CANDDA	
COMMUNITY RESO		OAN	Reverse of GJE SANDRA Fo	850.00
Check	4/1/2014	DEBIT		
CULLIGAN WATER	DEPT	DEBIT		-1,746.47
Check	4/9/2014	13629	inv # 00570	
David Perdew	4/3/2014	13029	inv # 99576	-78.45
Check	4/4/2014	13621	MILEACE DEIMBURGETTE	
DXI INDUSTRIES	4/4/2014	13021	MILEAGE REIMBURSEMENT	-74.70
Check	4/16/2014	12020	INIV DECEDATION A	
Check	4/16/2014	13636	INV DE05001106-14	-30.00
GIROURDS STORE	4/10/2014	13637	INV 055005367-14	-482.36
Check	4/0/2014	42020	ACCT # 000	
IRS	4/9/2014	13626	ACCT # 203	-193.51
Liability Check	41010044	DEDIT		
Liability Check	4/8/2014	DEBIT	74-2053043	-1,496.87
JOHN D MERCER A	4/22/2014	DEBIT	74-2053043	-1,438.58
Check		10010	13.07.4.000	
MCCOYS	4/4/2014	13619	INV 15023	-136.50
Check	4/07/0044			
MOORE SUPPLY	4/27/2014	13645	0900-98011803-001	-121.58
Check	4/0/0044			
OREILLY AUTO PAR	4/9/2014	13634	S143408822.001	-1,119.91
Check SOUTHWEST METER	4/9/2014	13630	CUSTOMER NO 433913	-183.11
Check	4/4/2014	13615	604780-1 SALES ORDER NO	-394.97
Check	4/9/2014	13633	604811-1	-1,993.40
Check	4/16/2014	13635	604903-1	-1,678.76
SPECIALTIES COMP				
Check	4/9/2014	13632	INV 30485	-156.39
SUEZ ELECTRIC				
Check	4/1/2014	13611		-2,109.37
TCEQ				_,,,,,,,,
Check	4/4/2014	13617	0620274	-30.00
TML INTERGOVERNI				
Check	4/4/2014	13614	CONTRACT NO 7123	-1,019.50
TMRS				1,010.00
Check	4/2/2014	13612	CITY NO 01233 - MARCH 2014	-69.56
Liability Check	4/8/2014	13625	01233	-290.49
Liability Check	4/22/2014	13641	01233	-277.60
UNITED RENTALS				2.7.50
Check	4/27/2014	13646	118729598-001	-451.60
United States Post Of	fice			- 4 51.00
Check	4/30/2014	13643		-1,000.00
VERIZON WIRELESS				-1,000.00
Check	4/9/2014	13627	920314974-00001	100.60
VOYAGER FLEET SYS	STEMS INC			-182.62
Check	4/4/2014	13620	604780-1 SALES ORDER NO	1 000 00
			JO . G. LEG ONDER NO	-1,000.99

12:03 PM 05/09/14

VILLAGE OF SURFSIDE BEACH BEACH FUND Transaction List by Vendor April 2014

Туре	Date	Num	Memo	Amount
Beach Permit S	Sales		-	
Deposit	4/1/2014		BAG 5370331	
Deposit	4/10/2014		BAG 5370339	1,138.00
Deposit	4/23/2014		BAG 5370341 (\$606.00 WAS USED F	168.00
BEARS			5/10 00/0041 (\$000.00 WAS USED F	7,309.00
Check	4/4/2014	12954	INV 72654	770.00
Check	4/9/2014	12964	INV 72889	-770.00
BRAZORIA COL	JNTY SEPTIC	SERVICE		-310.00
Check	4/9/2014	12963	57161	4 005 00
BRAZOS NATIO	NAL BANK			-1,805.00
Check	4/4/2014	12955	8004538367	200.00
GIROURDS			333,033301	-330.00
Check	4/9/2014	12965	ACCT 203	F77 F7
IRS				-577.57
Liability Ch	4/8/2014	DEBIT	74-2053043	4 555 07
McCoys				-1,555.07
Check	4/27/2014	12974	INV 1385539 1386508	004.05
MUSTANG REN	TAL			-681.05
Check	4/9/2014	12967	587735 INV 03042796	2.044.50
O'REILLY			3.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2	-2,014.50
Check	4/9/2014	12966	0640-461696	107.00
PETTY CASH				-197.00
Check	4/1/2014	12951	PETTY CASH	E00.00
TMRS			or training as and another state of	-500.00
Check	4/2/2014	12952	CITY NUMBER 01233 - 03/2014	-78.41
Liability Ch		12962	742053043	-76.41 -279.27
Liability Ch	4/22/2014	12973	742053043	-339.90
VOYAGER FLEE	T SYSTEMS IN	NC.		-339.90
Check	4/4/2014	12953	869312835	-1,000.99

11:53 AM 05/09/14

VILLAGE OF SURFSIDE BEACH HF Transaction List by Vendor April 2014

Туре	Date	Num	Memo	Account	Clr	Split	Amount
ISLAND GUIDE							Amount
Check SUEZ ELECTRIC	4/4/2014	10524	INV 2147	1001 · Hotel Motel	X	4510 ADVER	-150.00
Check VILLAGE OF SURFSID	4/1/2014 E WATER DEP	10521 T	24706-19000	1001 · Hotel Motel	X	4713 · BOAT	-9.18
Check	4/4/2014	10523	ACCT 278	1001 · Hotel Motel	X	4713 · BOAT	-45.00

sandra@surfsidetx.org

rom:

Wallace, Belinda G <Belinda.G.Wallace@schinnerer.com>

Sent:

Tuesday, April 22, 2014 8:04 AM

То:

sandra@surfsidetx.org

Subject:

RE: Water Tower

Sandra,

Estimated annual premium for the water tower at 202 Yucca would be approximately \$5,300. Naturally this would be prorated for the current year depending on the date the tower Is added. Once you have presented to Council, please let me know if the City would like to have this item added to your windstorm schedule.

If you should have any questions or I can be of further service, please feel free to give me a call.

Thanks,

Belinda G. Wallace

Account Executive

Victor O. Schinnerer & Co., Inc. | 3100 Wilcrest Drive, Suite 200 | Houston, TX 77042

Phone: 713-787-2405 | Fax: 713-266-0001

We have moved! Please update your records - effective immediately.

Inderwriting Excellence In:

Non-Profits - Public Entities - Real Estate - Kidnap Ransom & Extortion - Environmental Consultants Hospitals & Healthcare - Forest & Logging - International Coverage - Miscellaneous Professional Liability Architects, Engineers & Surveyors - Construction Consultants - Energy - General & Artisan Contractors



Planning a street festival or community fair??? Call me about SPECIAL EVENTS Insurance or visit our website at www.schinnerer.com

From: sandra@surfsidetx.org [mailto:sandra@surfsidetx.org]

Sent: Monday, April 21, 2014 3:26 PM

To: Wallace, Belinda G **Subject:** RE: Water Tower

From: Wallace, Belinda G [mailto:Belinda.G.Wallace@schinnerer.com]

Sent: Monday, April 21, 2014 2:36 PM

To: sandra@surfsidetx.org
Subject: RE: Water Tower

Sandra,

As indicated in voice mails left last week, before I can furnish a quote for the water tower requested below I will need the following information:

- 1) Tower address 202 Yucca Surfside Beach, Texas 77541
- 2) Value of tower \$500,000.00
- 3) Date of original construction (if after 1988 a WPI8 wind certification will be required) November 2013

sandra@surfsidetx.org

rom:

Wallace, Belinda G < Belinda.G.Wallace@schinnerer.com>

Sent:

Tuesday, May 06, 2014 8:53 AM

To:

sandra@surfsidetx.org

Subject:

FW: Water Tower

Morning Sandra,

Just thought I'd touch base regarding the water tower on Yucca. Will Council be wanting to add this to your windstorm policy? Remember, TWIA does not back date coverage and at this time the tower does not have wind/hail coverage. If you should decide to add the tower, coverage will be effective the date TWIA receives the request.

Please let me know how to proceed.

It's a beautiful day.....get outside and enjoy it!

Thanks, Belinda G. Wallace Account Executive

Victor O. Schinnerer & Co., Inc. | 3100 Wilcrest Drive, Suite 200 | Houston, TX 77042

Phone: 713-787-2405 | Fax: 713-266-0001

We have moved! Please update your records - effective immediately.

Underwriting Excellence In:

Non-Profits - Public Entities - Real Estate - Kidnap Ransom & Extortion - Environmental Consultants Hospitals & Healthcare - Forest & Logging - International Coverage - Miscellaneous Professional Liability Architects, Engineers & Surveyors - Construction Consultants - Energy - General & Artisan Contractors



Planning a street festival or community fair??? Call me about SPECIAL EVENTS Insurance or visit our website at www.Schinnerer.com

From: Wallace, Belinda G

Sent: Tuesday, April 22, 2014 8:04 AM

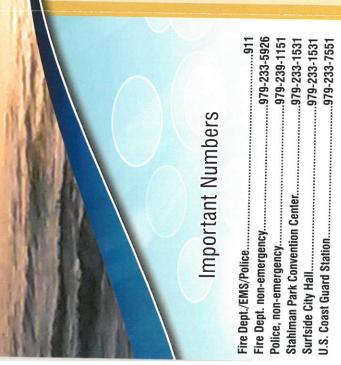
To: 'sandra@surfsidetx.org' **Subject:** RE: Water Tower

Sandra,

Estimated annual premium for the water tower at 202 Yucca would be approximately \$5,300. Naturally this would be prorated for the current year depending on the date the tower Is added. Once you have presented to Council, please let me know if the City would like to have this item added to your windstorm schedule.

If you should have any questions or I can be of further service, please feel free to give me a call.

ihanks, Belinda G. Wallace Account Executive







Wake up to a picture perfect survise on Surfside Beach

Area Businesses to Serve You

Real Estate Sales Columbia Properties. 979-239-2959 Susan Assister Zachariah. 832-419-2878 Terra Firma. 979-233-0070 Texas Gulf Properties. 979-236-1390 The Real Estate Shop. 979-233-2200

Vacation Resort Rentals	
Deacil Florit Properties	713-995-6
Beach House Associates.	979-239-1
	936-582-0
Beach Resort Services.	800-382-9
Coastal Sisters Charming Rentals.	713-204-80
Columbia Properties.	979-239-20
Corona Del Mar	979-871-3
Grateful Hippies Beachfront Rentals	979-665-1-
Play N Hooky.	979-236-10
Sea-Esta	979-864-70
The Flamingo.	713-880-86
Vacation Resort Rentals.	979-236-13



Fishing Guides/ Marinas			***************************************		
Fishin	Action Charters.	Exilence Marine Service	Curfeido Boseh Charter	Surfside Marina	Texas Saltwater Adventures

Restaurants/Bars & Grills		979-230-9000	979-233-5300	979-233-9161	979-239-223		
Restauran	Castaways Bar & Grill.		Jetty Shack.		Pirates Alley Café	Red Snapper Inn.	Sharkies on the Beach











1.888.30.BEAGH www.surfsidetx.org

Sec. 50-10. Conditional uses.

The following land uses shall require approval of the city council instead of the building official because of special problems of traffic, parking safety or effect on surrounding property.

(1) A conditional use permit issued pursuant to the provisions of this ordinance, from which this chapter is derived, shall be required before the following conditional uses can be permitted in the zoning district or districts indicated:

Conditional Use	District
Airports, landing fields or airport facilities	C.2
Any establishment that serves alcohol for on-premises consumption	C-1, C-2
Apartments.	C-1, C-2
Condominiums.	C-1, C-2
Electrical substation	In any district
Outdoor sales	C-1, C-2
Pipeline carrying oil, gas, chemicals or any other flammable or hazardous material	In any district
Radio or television transmitting or receiving towers taller than 100 feet, whether commercial or private	C-1, C-2
Telephone exchange	In any district
Townhouses	C-1, C-2
Two-family dwellings	C-1, C-2

- (2) A conditional use permit is an amendment to the district regulations that permit the establishment of a conditional use within a zoning district in which such conditional use may be established under the provisions in subsection (1) of this section.
- An application for a conditional use permit shall be made in writing to the mayor, but such permits can only be granted by amendment to the ordinance from which this chapter is derived, in the manner set forth for other zoning amendments. The application shall state the name and address of the owner, the legal description of the land for which the permit is sought, its street address, if any, and a statement of the use sought. It shall be signed and dated by the owner or the owner's agent or attorney.
- (4) A conditional use permit, revocable, conditional, permanent or valid for a term only may be issued for any of the uses or purposes for which such permits are required or permitted under the provisions in subsection (1) of this section; provided, however, the granting of a conditional use permit does not exempt the applicant from the necessity of complying with all other requirements of this or any other regulations of the village.
- (5) Every conditional use permit granted by the city council shall be applicable only to the land specifically described therein. In granting such permit, the city council may impose any reasonable conditions which must be complied with by the permittee in order for such permit to remain valid, but such conditions shall not be construed as conditions precedent to the granting of the permit.

(6)

The city council shall vote on an application for a conditional use permit within 60 days after the application is filed.

(Ord. No. 97-24, § 2(6), 11-11-1997)

TO ALL PERSONS IN INTEREST, CITIZENS, CORPORATIONS AND FIRMS, THEIR AGENTS AND ATTORNEYS, AND TO ALL PERSONS, FIRMS AND CORPORATIONS OWNING THE BELOW DESCRIBED LAND OR ANY INTEREST IN ANY LAND LOCATED WITHIN TWO HUNDRED (200') FEET OF THE PROPERTY ON WHICH THE CONDITIONAL USE PERMIT IS PROPOSED AND TO ALL INHABITANTS AND LAND OWNERS OF AND IN THE VILLAGE OF SURFSIDE BEACH, IN BRAZORIA COUNTY, TEXAS

NOTICE

Per Section 50-10 of the Zoning Ordinance of the Village of Surfside Beach, Texas, a public hearing will be held on Tuesday, the 13th of May 2014, at 6:30 p.m., at the City Hall of the Village of Surfside Beach, Texas, located at 1304 Monument Drive, Surfside Beach, Texas, within the incorporated limits of said Village, in Brazoria County, Texas, at which time and place the City Council of said Village will have under consideration a request for an amendment to the Comprehensive Zoning Ordinance and Map of said Village being Ordinance 97-24, to amend said ordinance as follows:

To Grant a Conditional Use Permit to Freeport LNG for the installation of a new pipeline.

All interested persons, firms and corporations, their agents and attorneys will be given an opportunity to present evidence concerning the proposed amendment to said Ordinance in favor of or against the same. A copy of Conditional Use Permit Application is available for the inspection by any person upon reasonable request made to the undersigned Village Secretary.

Sandra Miller, City Secretary 233-1531 ext. 103 Village of Surfside Beach, Texas



January 18, 2013

Village of Surfside Beach 1304 Monument Drive Surfside Beach, TX 77541 Attention: Mayor James Bedward

RE: Approval of Easements and Temporary Work Space For Resolution of Stevens v. Surfside Litigation and Transfer of Stevens Real Property Interest to Surfside

Dear Mayor Bedward,

As you are aware FLNG Land, Inc., as an intervener into the Stevens v. Surfside Case (Cause No. 46,747), has been working jointly with Surfside, its title insurance carrier-retained trial counsel and Surfside's City Attorney, George Vie, in an attempt to successfully settle the pending litigation. An acceptable settlement has tentatively been reached through the payment to the Plaintiffs of approximately \$250,000 (of which, FLNG Land is contributing \$230,000 and the remainder is being funded from the title policy company) in exchange for FLNG Land acquiring the Plaintiffs' ownership interest in the 4.99-acre

While there is value to FLNG Land to help settle this case and avoid the uncertainty of the outcome of litigation, FLNG Land is confident that the ultimate cost to FLNG Land, irrespective of the feasible trial outcomes, is substantially less than \$230,000. Nevertheless, FLNG Land is willing to contribute this substantial sum to the resolution of this case for the added consideration of obtaining (for itself or its affiliates), at no further charge, additional easement rights, road way crossing permits and temporary work space rights from the Village of Surfside for FLNG Land's affiliate's liquefaction expansion project currently being developed on Quintana Island. A summary of our estimated pipeline and utility easement/road crossing needs has been previously provided to Mr. Vie via email from Shaw Ottis (FLNG Land's Senior Counsel) dated January 4, 2013 (incorporated herein by reference); provided that, the route alternatives set forth therein have not been finalized.

FLNG Land would propose that it convey the undivided fee interest in the 4.99-acre tract that it is obtaining from the Plaintiffs to Surfside (so that Surfside may then possess full title to such tract) in exchange for paying no further monetary consideration to Surfside for the additional easements and temporary work space described above that traverse Surfside property or roads. With respect to the final routing of the additional easements, those easements would be routed along a path either (1) parallel to Freeport LNG existing 42" natural gas pipeline or (2) a route that is mutually acceptable to both Freeport LNG and Surfside (such acceptance not to be unreasonably withheld).



If the above transaction is acceptable in concept to you, we would appreciate your written acknowledgment of same so that FLNG Land can confirm its above monetary commitment with respect to the proposed settlement of the Stevens' case. (Notably, we recognize that Surfside and FLNG Land, or its applicable affiliate, will need to further discuss and agree upon the non-commercial terms and conditions of the easements, road crossing permits and temporary work space rights. We look forward to addressing those issues with you in the near future.)

If you have any questions regarding the above, you or Mr. Vie may contact Shaw Ottis at the number set forth below. Otherwise, we would appreciate your acknowledgment in the space provided in this letter and a copy of the signed acknowledgment returned to us.

Sincerely,

Charles Reimer

President, FLNG Land, Inc.

AGREED AND ACKNOWLEDGED:

James Bedward, Mayor

1/21/13 Date After recording please return to:

FLNG Land II, Inc. 333 Clay Street, Suite 5050 Houston, Texas 77002 Attn: General Counsel

(Above Space for Recorder's Use Only)

Tract No.6

EASEMENT FOR PIPELINE RIGHT-OF-WAY

two (2) pipelines, not to exceed twelve inches (12") in nominal pipe diameter

(hereinafter, "pipeline(s)") together with all fittings, cathodic protection equipment, pipeline markers, associated fiber optic cabling and equipment, and all other equipment and appurtenances related thereto (hereinafter, collectively "appurtenances") for the transportation of natural gas and nitrogen, on, under, across and/or through a strip of land thirty (30) feet in width, as more particularly described on ATTACHMENT B, which is attached hereto and made a part hereof located on real property situated in the County of Brazoria in the State of Texas owned by Grantor and described in more detail in Exhibit A attached hereto (hereinafter the "Property").

In addition, (i) during the original construction of the pipeline(s) (including, without limitation, Grantee's reclamation, mitigation and/or restoration activities), as hereinafter defined (the "Initial Construction Period"), the easement and right-of-way granted hereunder shall also include the area described under the headings "Temporary Workspace," "Construction Access Road" and "Additional Temporary Workspace", as applicable, and as are more particularly described in Exhibit A hereto (collectively, the "Temporary Workspace"), and (ii) at all times during which this Agreement is in effect, in the event the

Easement abuts, commences at, and/or terminates on the boundary line of any public, or similarly dedicated, road easement, the Easement shall continue to the centerline of such road easement, so as to allow the pipeline(s) to cross any such road. The Easement and the Temporary Workspace shall be referred to herein collectively as the "Easement Area".

The aforesaid Easement is granted subject to the following terms, stipulations and conditions which are hereby covenanted and agreed to by Grantor. By acceptance of any of the benefits hereunder, Grantee shall be deemed to have agreed to be bound by the covenants applicable to Grantee hereunder.

- 1. The liabilities and responsibilities of the Grantor and Grantee for claims for damages and losses relating to the Easement Area are described in the paragraphs below:
 - A. Grantee will pay all commercially reasonable costs and expenses that result from the Grantee's, or anyone acting on the Grantee's behalf, use of the Easement Area including but not limited to damages caused by petroleum leaks and spills and damages to Grantor's crops, pastures, drainage systems, produce, water wells, livestock, bridges, lanes, improvements, equipment, fences, structures or timber, except to the extent the damages are caused by the negligence, recklessness, or willful misconduct of the Grantor, its invitees or anyone acting on the Grantor's behalf. Notwithstanding the foregoing, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for the reasonably anticipated and foreseeable costs and expenses which may arise out of, are connected with, or relate in any way to Grantor's conveyance of the Easement and the customary installation, presence or operation of the pipeline(s) upon the Property, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, diminution in value of the Property, or any other reasonably foreseeable damages attributable to or arising from Grantee's execution of the initial construction, mitigation, and restoration activities within the Easement Area.
 - B. Grantee agrees to defend with counsel of its choice, and shall indemnify and hold harmless Grantor and Grantor's tenants, heirs, successors and assigns and their officers, agents, servants, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees, for injury to and/or death of any person and/or for damage to any property (including without limitation environmental damage or pollution) arising out of or in connection with Grantee's use or occupancy of the premises or operations hereunder, even if such injuries, death, or damage are caused in whole or in part by the negligence, other fault, and/or strict liability of Grantee, Grantee's successors, assigns, contractors, or sub-contractors or their officers, agents, servants, or employees. This indemnity agreement shall protect Grantor and Grantors tenants, heirs, successors and assigns and their officers. Provided, however, that the above indemnity agreement shall not protect Grantor, Grantor's tenants, heirs, successors or assigns, or their officers, agents, servants, invitees or employees against the consequences of their own negligence, recklessness, or intentional conduct.
- 2. Provided its use of the Property does not in any manner interfere with or prevent the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the pipeline(s) or appurtenances thereto, the undersigned Grantor, its successors, heirs or assigns, reserve all oil, gas and minerals on and under the Property and the right to farm, graze and otherwise fully use and enjoy the Property; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush, shrubbery, undergrowth, structures and other obstructions or facilities, without additional compensation, in the Easement, (and in the Temporary Workspace during the period it may be used hereunder) being conveyed, that are deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, operation, use, inspection, maintenance or repair of said pipeline(s) or the appurtenances thereto; and, provided, further, that Grantor shall not excavate or otherwise alter the ground elevation from such ground elevation that existed at the time construction is completed, construct any dam or otherwise create a water impoundment within or over the Easement without prior authorization of Grantee. Grantee shall have all privileges necessary or convenient for the full use of the rights herein granted, including, without limitation, reasonably necessary rights of access,

ingress and egress to the Easement, in, over and across the Easement (and the Temporary Workspace during the period it may be used hereunder), <u>provided</u>, <u>however</u>, except in case of emergency, Grantee agrees that to the extent existing public roads, public rights-of-way, the Construction Access Roads (if any) or other easements in favor of Grantee provide reasonable access to the Easement Area, Grantee shall use such existing roads, rights-of-way, and easements for ingress and egress.

- 3. Grantee shall have the right to remove any fence that now crosses or may cross the Easement Area during Initial Construction Period of the pipeline(s). Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the Property. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same. Grantee and its designated contractors, employees and invitees hereby agree to keep all access gates closed at all times when not in use to prevent the cattle, horses and/or other livestock located on the Property from straying.
- 4. Grantor shall, upon thirty (30) days prior notice to Grantee, further have the right to construct, maintain, repair, and operate above ground fences, roads, streets, alleys, sidewalks, bridges, and drainage pipes across the Easement Area at an angle of not less than forty-five (45) degrees to Grantee's pipeline(s); provided, however, Grantor shall exercise said rights in such a manner so that (i) Grantee's pipeline(s) or the appurtenances located within the Easement Area shall not be endangered, obstructed, injured or interfered with; (ii) Grantee's access to the Easement Area, Grantee's pipeline(s) and the other appurtenances located thereon are not interfered with; (iii) Grantee shall not be prevented from traveling within and along Easement Area on foot or in vehicle or machinery; (iv) Grantee's pipeline(s) are left with the amount of cover originally installed to allow safe operation of Grantee's pipeline(s); (v) Grantee's pipeline(s) are left with proper and sufficient and permanent lateral support; and (vi) Grantee's use of the Easement Area for the purposes set forth herein is not unreasonably impaired or interfered with.
- 5. During the Initial Construction Period, Grantee shall also provide suitable crossings on, over and across the Easement Area so as to afford Grantor reasonable access over and across and the Easement Area in accordance with Grantor's customary use of the Property.
- 6. Grantee shall dispose of all brush and debris, if any, cleared from the Easement Area by burning, chipping, and/or burying, which method of disposal shall be selected by Grantee in Grantee's sole discretion.
- 7. Grantee shall install Grantee's pipeline(s) to a minimum depth of thirty-six inches (36") below current grade level and any then existing drainage ditches, creeks and roads, except at those locations where rock is encountered, the pipeline(s) may be installed with a minimum depth of twenty-four inches (24"). Such depth shall be measured from the top of the pipe to the surface of the ground.
- 8. In areas of cropland, Grantee agrees to cause the topsoil to be removed from the trench to a depth of twelve inches (12") or the topsoil depth, whichever is less, and return, as nearly as practicable, said topsoil to its original, pre-construction position relative to the subsoil.
- 9. Prior to the conclusion of the Initial Construction Period, Grantee shall grade, slope, and re-seed the Easement Area with grass seed comparable to that on the areas of the Property adjoining the Easement Area, in order to restore the same to its pre-construction grade and condition, to the extent reasonably possible and to the extent such grade does not interfere with the maintenance and/or safe operation of the Grantee's pipeline(s).

- 10. Grantee shall maintain the Easement Area by keeping it clear of all litter and trash during periods when Grantee and its employees, agents, or contractors are on the Easement Area.
- 11. Notwithstanding anything herein to the contrary, except as otherwise required by applicable laws, regulations or industry standards, Grantee shall not install or maintain any permanent above-ground structures or improvements of any kind on or within the Easement other than pipeline markers (which markers may be required to be placed along the Easement by applicable Department of Transportation Code regulations and other applicable statutes and regulations of governmental authorities) and cathodic protection equipment. After the Initial Construction Period expires, no pipelines, above-ground structures, installations, equipment or apparatus of any kind will be on or within the Temporary Workspace.
- 12. In the event Grantee elects to permanently cease operations of the pipeline(s) in the Easement, Grantee shall abandon or remove the pipeline(s) in accordance with all then applicable federal and state laws, rules and regulations relating to such abandonment.
- Grantor acknowledges and agrees that Grantee shall have the right to modify the location of the pipeline(s) within the Easement Area and/or Temporary Workspace as a result of various engineering factors or to correct the legal description of the Easement Area and/or Temporary Workspace to conform with the actual location of the required Easement Area and/or Temporary Workspace; provided, however, the pipeline(s) may not be placed outside the Easement Area without the prior written consent of Grantor, such consent not to be unreasonably withheld, conditioned, or delayed. In the event such a modification is required by Grantee, Grantee may modify the location of the Easement Area and/or Temporary Workspace by recording a "Notice of Location" referring to this instrument and setting forth the modified legal description of the Easement Area and/or Temporary Workspace, which description may be set forth by map attached to said Notice. A copy of the Notice shall be delivered to the Grantor. Without limiting Grantee's right to modify the location of the Easement Area and/or Temporary Workspace by recording a "Notice of Location" as aforesaid, Grantor agrees to execute and deliver to Grantee any additional documents Grantee may request to modify or correct the legal description of the Easement Area and/or Temporary Workspace to conform with the actual location of the required Easement Area and/or Temporary Workspace. If such documents are required, they will be prepared by Grantee at its expense. Grantor shall receive additional reasonable compensation only if the acreage within the Easement Area and/or Temporary Workspace increases as a result of the changed location.
- 14. Grantee shall comply in all material respects, at Grantee's sole cost, with all applicable federal, state, and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including, without limitation, the construction, use, operation, maintenance, repair and service of Grantee's pipeline(s). Notwithstanding the foregoing, Grantee shall not be responsible for any costs that are necessitated, caused by, or are the result of any act or omission of negligence, recklessness, or willful misconduct by the Grantor or anyone acting on the Grantor's behalf.
- 15. All notices under this Agreement shall be in writing, addressed to the addresses first set forth above and be delivered by (i) certified mail, postage prepaid, and return receipt requested, (ii) next business day delivery via a reputable national courier service, (iii) regular United States mail, (iv) facsimile, (v) e-mail or (vi) hand delivery. A party may change its address for notice by giving notice of such change to the other party.
- 16. The undersigned hereby bind themselves, and their respective heirs, executors, administrators, successors and assigns, to this Agreement, unto Grantee, its successors and assigns. The Easement granted hereby shall create a covenant and burden upon the portions of Property described on Exhibit A hereto, and running therewith.
- 17. It is agreed that this Agreement constitutes the entire agreement between the parties and that no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

- 18. The terms, stipulations, and conditions of this Easement are subject to all applicable laws, regulations, and permit conditions.
- 19. This Agreement shall be governed by the law of the State of Texas, in which the Easement Area is situated.
- 20. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.
- 21. Grantee has inspected the premises and covenants not to sue Grantor, Grantor's tenants, heirs, successors or assigns, or their officers, agents, servants, or employees because of any presently existing defective condition in, upon, or around the premises.

{BALANCE OF THIS PAGE INTENTIONALL LEFT BLANK—SIGNTURES ON FOLLOWING PAGE}

IN WITNESS WHEREOF, Grantor has 2013.	s executed this Agreement as of theday of
_, 2010.	
	GRANTORS:
	VILLAGE OF SURFSIDE BEACH
	Name:Title:
	GRANTEE:
	FLNG LAND II, INC.
	By: Name: Title:

{ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE}

ACKNOWLEDGEMENT

THE STATE OF TEXAS		§			
COUNTY OF BRAZORIA		§			
This instrument was acknowledged l	pefore :	me on		_, by	
Surfside Beach.	, as _		on behalf	of the Villa	ge of
(Signature)		_			
(Printed Name) Notary Public					
Notary ID No		natura .			
My commission expires:					

Exhibit A

EASEMENT AREA

[INSERT DESCRIPTION OF EASEMENT AREAS]

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

That, FLNG LAND, INC., a Delaware corporation, hereinafter "Grantor", for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other valuable considerations, including but not limited to the conveyance of a certain Easement for Pipeline Right-of-Way of even date herewith from the Grantee hereinafter identified to FLNG Land II, LLC across certain portions of the parcel of real property hereby conveyed, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does, subject only to the reservations and exceptions set forth hereinbelow, GRANT, SELL AND CONVEY unto the VILLAGE OF SURFSIDE BEACH, TEXAS, a Texas municipality, herein "Grantee", whose mailing address is: 1304 Monument Drive, Freeport (Village of Surfside Beach), Texas 77541, all of its right, title and interest in the SURFACE and SURFACE ONLY OF the following described tract of real property in Brazoria County, Texas, to-wit:

Lot 13 of the Brazos Coast Investment Company Subdivision, Division No. 3, in the Asa Mitchell Labor, Abstract No. 98, Brazoria County, Texas, per plat thereof of record in the Plat Records maintained in the office of the County Clerk of Brazoria County, Texas, together with all of the rights, titles, appurtenances and hereditaments thereto, except as otherwise set forth herein (hereinafter, the "Real Property").

Grantor expressly RESERVES from this conveyance, unto itself, and its successors and assigns, that certain Pipeline Easement dated December 13, 2006 from the Village of Surfside Beach, Texas, as grantor therein, to FLNG Land, Inc., grantee therein, of record at Clerk's File No. 2006-019361 in the Official Record maintained in the office of the County Clerk of Brazoria County, Texas.

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT to the following matters to the extent same are in effect at this time: any and all restrictions, covenants, conditions, easements, mineral or royalty reservations and leases, if any, relating to the hereinabove described Real Property, but only to the extent they are still in effect, shown of record in the public records of Brazoria County, Texas.

Grantor, (i) grants, sells and conveys to Grantee the Real Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee, Grantee's legal representatives, successors or assigns forever, and (ii) binds Grantor and Granter's' legal representatives, successors or assigns to warrant and forever defend all and singular the said Real Property, as aforesaid, to Grantee and Grantee's legal representatives, successors or assigns to drantee's legal representatives, successors or assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

As a material part of the consideration for this conveyance, Grantor and Grantee acknowledge and agree that Grantee is taking the Real Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Real Property has a particular financial value or is fit for a particular purpose. Except for the limited warranty of title set forth in this deed, Grantors make no express or implied warranties.

Motary Public, State of Texas
This instrument was acknowledged before me on the day of, 2014, by day of, 2014, by
COUNTY OF HARRIS
THE STATE TEXAS
By: Charles Reimer, its President
ELNG LAND, INC.
EXECUTED on this the day of, 2014

After Recording Return to: Village of Surfside Beach, Texas 1304 Monument Drive, Freeport (Village of Surfside Beach), Texas 77541



Report generated for: Greorgia Pavey 321 Treaty Dr Surfside Beach, TX 77541

Brazoria County

Laboratory Number: 412320
Customer Sample ID: City Hall
Crop Grown: GARDEN

Soil Analysis Report

Soil, Water and Forage Testing Laboratory Department of Soil and Crop Sciences 2478 TAMU

College Station, TX 77843-2478 979-845-4816 (phone) 979-845-5958 (FAX)

Visit our website: http://soiltesting.tamu.edu

Sample received on: 4/30/2014 Printed on: 5/1/2014

Area Represented: 43560 sqft

	Results	CL*	Units	ExLow VLow Low Mod H	igh VHigh	Excess.	
pH	7.7	(6.5)	-	Mod. Alkaline			
Conductivity	65	(-)	umho/cm	None CL*		Fertilizer Re	commended
Nitrate-N	0	(-)	ppm**				V/1000sqft
Phosphorus	20	(50)	ppm				205/1000sqft
Potassium	40	(175)	ppm				(20/1000sqft
Calcium	2,985	(180)	ppm				Ca/1000sqft
Vlagnesium	81	(50)	ppm		-		/lg/1000sgft
Sulfur	7	(13)	ppm	141111111111111111111111111111111111111			6/1000sqft
Sodium	23	(-)	ppm	IIII			
ron							
Zinc							
Manganese							
Copper							
Boron							
imestone Requirement						0.00 lbs/1	000saft
				Detailed Salinity Test (Satur	ated Paste	Extract)	eriori de la companya
		Service Control to Service		pH	6.5		
对于共产工的发展。				Conductivity	0.43	mmhos/cm	
				Sodium	40	ppm	1.742 meq/L
· 《生物》、				Potassium		ppm	0.430 meq/L
COLORA MINISTERIO DE PRESIDENTE MANTENA DE LA COLORA DEL COLORA DE LA COLORA DEL COLORA DE LA COLORA DEL COLORA DEL COLORA DE LA COLORA DEL COLORA DE LA COLORA D				Calcium	74	ppm	3.684 meq/L
《李建传》4、4、4万40				Magnesium	10	ppm	0.788 meq/L
				SAR	1.16	emperation of the leaderster with the straight of white y	and section of the state of the section of the sect
TEN WALL WAS BARRED A				SSP	26.22		

*CL=Critical level is the point which no additional nutrient (excluding nitrate-N, sodium and conductivity) is recommended. **ppm=mg/kg

Nitrogen: Apply an additional 1 lb N/1000 sqft every 4-6 weeks, as needed, to maintain vegetative growth.

Sulfur: Available sulfur may be found deeper in soil profile, thus limiting any response to added sulfur.

New online fertilizer calculators have been placed on the laboratory's website to determine appropriate fertilizers to purchase and determine their application rates. http://soiltesting.tamu.edu/webpages/calculator.html



University of California Cooperative Extension, Los Angeles County Division of Agriculture and Natural Resources





from the commex to the community

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COMMUNITY GARDEN START-UP GUIDE

By
Rachel Surls, UCCE County Director
With Help of Chris Braswell and Laura Harris, Los Angeles Conservation Corps
Updated March 2001 by

Yvonne Savio, Common Ground Garden Program Manager, UCCE

This "Community Garden Start-Up Guide" is intended to help neighborhood groups and organizations along the path to starting and sustaining a community garden.

Why Start a Community Garden?

Many families living in the city would like to grow some of their own fruits, vegetables, herbs, and flowers. Some want to save money on their food bills. Others like the freshness, flavor and wholesomeness of home-grown produce. And for many, gardening is a relaxing way to exercise and enjoy being out-of-doors. There are also families from other cultures who would like to grow traditional foods not available in the supermarket.

Community gardens beautify neighborhoods and help bring neighbors closer together. They have been proven as tools to reduce neighborhood crime--particularly when vacant, blighted lots are targeted for garden development. Community gardens provide safe, recreational green space in urban areas with little or no park land, and can contribute greatly to keeping urban air clean.

Those who are lucky enough to have sunny backyards or balconies can plant a garden whenever they have the time and energy. But what about those who do not have a place to garden? For these people, community gardens may be the answer.

Step by Step To Your Own Community Garden

1. Get Your Neighbors Involved

There is a lot of work involved in starting a new garden. Make sure you have several people who will help you. Over the years, our experience indicates that there should be at least ten interested families to create and sustain a garden project. Survey the residents of your neighborhood to see if they are interested and would participate. Hold monthly meetings of the interested group to develop and initiate plans, keep people posted on the garden's progress, and keep them involved in the process from day one.

2. Form a Garden Club

A garden club is a way of formally organizing your new group. It helps you make decisions and divide-up the work effectively. It also ensures that every one has a vested interest in the garden and can contribute to its design, development, and maintenance. It can be formed at any time during the process of starting a community garden; however, it's wise to do so early on. This way, club members can share in the many tasks of establishing the new garden. The typical garden club will have many functions, including:

- Establishing garden rules (see sample)
- · Accepting and reviewing garden applications
- Making plot assignments
- · Collecting garden dues (if any)
- Paying water bills
- · Resolving conflicts

The typical garden club has at least two officers: a president and a treasurer; although your garden club may have more if necessary. Elections for garden officers usually are held annually.

Find Land for the Garden

Look around your neighborhood for a vacant lot that gets plenty of sun--at least six to eight hours each day. A garden site should be relatively flat (although slight slopes can be terraced). It should be relatively free of large pieces of concrete left behind from lemolition of structures. Any rubble or debris should be manageable—that is, it can be removed by volunteers clearing the lot with trash bags, wheelbarrows, and pick up trucks. Ideally, it should have a fence around it with a gate wide enough for a vehicle to enter. It is possible to work with a site that is paved with concrete or asphalt by building raised beds that sit on the surface or using containers. You can also remove the asphalt or concrete to create areas for gardens, but such a garden will be much more difficult, expensive, and time-consuming to start. A site without paving, and soil relatively free of trash and debris is best.

The potential garden site should be within walking, or no more than a short drive from you and the neighbors who have expressed interest in participating. If the lot is not already being used, make sure the community supports establishing a garden there.

It's best to select three potential sites in your neighborhood and write down their address and nearest cross streets. If you don't know the address of a vacant lot, get the addresses of the properties on both sides of the lot--this will give you the ability to make an educated guess on the address of the site. We suggest you identify at least three potential sites because one or more might not be available for you to use for various reasons, and you want to end up with at least one that works out.

3. Find out Who Owns the Land

It is illegal to use land without obtaining the owners permission. In order to obtain permission, you must first find out who owns the land.

Take the information you have written down about the location of the sites in step 3 to your county's tax assessor's office. The Los Angeles County Tax Assessor's office is located at 225 North Hill Street, Room 205. Or go to a branch office listed in the white pages of the telephone directory. At this office, you will look through the map books to get the names and addresses of the owner of the sites you are interested in.

4. Find out if Your Proposed Site has Water

While you are researching site ownership, contact the water service provider in your area to find out if your potential site(s) has/have an existing water meter to hook-in to. Call your water provider's customer service department, and ask them to conduct a "site investigation". They will need the same location information that you took with you to the Tax Assessor's office.

Existing access to water will make a critical difference in the expense of getting your project started. Depending on the size of your garden site, you will need a 1/2-inch to 1-inch water meter. If there has been water service to the site in the past, it is relatively inexpensive to get a new water meter installed (if one doesn't already exist). If there has never been water service to that site, it might cost much more for your water provider to install a lateral line from the street main to the site and install your new meter.

5 Contact the Land Owner

Once you have determined that your potential site is feasible, write a letter to the landowner asking for permission to use the property for a community garden. Be sure to mention to the landowner the value of the garden to the community and the fact the gardeners will be responsible for keeping the site clean and weed-free (this saves landowners from maintaining the site or paying city weed abatement fees).

Establish a term for use of the site, and prepare and negotiate a lease. Typically, groups lease garden sites from land owners for \$1 per year. You should attempt to negotiate a lease for a least three years (or longer if the property owner is agreeable). Many landowners are worried about their liability for injuries that might occur at the garden. Therefore, you should include a simple "hold harmless" waiver in the lease and in gardener agreement forms. For more information on the lease, and the hold harmless waiver, see 8, "Signing a Lease".

Be prepared to purchase liability insurance to protect further the property owner (and yourself) should an accident occur at the garden. For more information on the hold harmless waiver, and liability insurance, see 8, "Signing a Lease", and 9, "Obtaining Liability Insurance".

6. Get Your Soil Tested

It might be advisable to have the soil at the site tested for fertility pH and presence of heavy metals. Contact a private lab.

7. Signing a Lease

Landowners of potential garden sites might be concerned about their liability should someone be injured while working in the garden. Your group should be prepared to offer the landowner a lease with a "hold harmless" waiver. This "hold harmless" waiver can simply state that should one of the gardeners be injured as a result of negligence on the part of another gardener, the landowner is "held harmless" and will not be sued. Each gardener should be made aware of this waiver and should be required to sign an

agreement in order to obtain a plot in the community garden. A sample gardener agreement form is attached which your group can use as a model.

8. Obtaining Liability Insurance

Landowners may also require that your group purchase liability insurance. Community gardeners in the Los Angeles area can obtain inexpensive policies from Metro Farm Gardens. Contact Toby Learnan at (323) 663-7441 or fax (323) 663-5715, for more information on obtaining an insurance policy.

Once you have a lease signed by the landowner and liability insurance, you're free to plan and plant your garden!

9. Planning the Garden

Community members should be involved in the planning, design, and set-up of the garden. Before the design process begins, you should measure your site and make a simple, to-scale site map. Hold two or three garden design meetings at times when interested participants can attend. Make sure that group decisions are recorded in official minutes, or that someone takes accurate notes. This ensures that decisions made can be communicated to others, and progress will not be slowed. A great way to generate ideas and visualize the design is to use simple drawings or photos cut from garden magazines representing the different garden components-flower beds, compost bins, pathways, arbors, etc.--that can be moved around on the map as the group discusses layout.

a. Basic Elements of a Community Garden

Although there are exceptions to every rule, community gardens should almost always include:

- At least 15 plots assigned to community members. These should be placed in the sunniest part of the garden. Without plots for individual participation, it is very difficult to achieve long-term community involvement. Raised bed plots, which are more expensive, should be no more than 4 feet wide (to facilitate access to plants from the sides without stepping into the bed), and between 8 and 12 feet long (it is advisable to construct your raised beds in sizes that are found in readily-available lumber, or that can be cut without too much waste). In-ground plots can be from 10 x 10 up to 20 x 20 feet. Pathways between beds and plots should be least 3 to 4 feet wide to allow space for wheelbarrows. The soil in both raised bed and in-ground plots should be amended with aged compost or manure to improve its fertility and increase its organic matter content.
- A simple irrigation system with one hose bib or faucet for every four plots. Hand watering with a hose is the most practical and affordable for individual plots (and it's almost a necessity when you start plants from seed). Drip and soaker-hose irrigation can be ised in all areas of the garden for transplanted and established plants, but especially for deep-rooted fruit trees and ornamentals. If no one in your group is knowledgeable about irrigation, you might need some assistance in designing your irrigation system. Seek out a landscape contractor or nursery or garden center professional to help you develop a basic layout and materials list.
- An 8-foot fence around the perimeter with a drive-through gate. In our experience, this is a key element of success. Don't count on eliminating all acts of vandalism or theft, but fencing will help to keep these to tolerably low levels.
- A tool shed or other structure for storing tools, supplies, and materials. Recycled metal shipping containers make excellent storage sheds, and are almost vandal-proof. Contact the Port Authority for leads on where to find them.
- A bench or picnic table where gardeners can sit, relax, and take a break--preferably in shade. If there are no shade trees on the
 site, a simple arbor can be constructed from wood or pipe, and planted with chayote squash, bougainvillea, grapes, kiwis, or some
 other vine.
- A sign with the garden's name, sponsors, and a contact person's phone number for more information. If your community is bilingual, include information in this language.
- A shared composting area for the community gardeners. Wood pallets are easy to come-by and (when stood on-end, attached
 in a U-shape, and the inside covered with galvanized rabbit-wire) make excellent compost bins.

b. Nice Additions to Your Garden Plan

- A small fruit tree orchard, whose care and harvest can be shared by all the members. The orchard can also create shade for people as well as shade-loving plants.
- A water fountain. This can be a simple drinking fountain attachment to a hose bib (or faucet) you can purchase at a hardware store.
- Perimeter landscaping, which can focus on drought tolerant flowers and shrubs, plants which attract butterflies and hummingbirds, or roses and other flowers suitable for cutting bouquets. Herbs are also well-suited to perimeter landscaping and help to create barriers to unwanted pest insects who do not like the smell of their essential oils.
- A children's area, which can include special small plots for children, a sand box, and play equipment.
- A meeting area, which could range from a semi-circle of hay bales or tree stumps, to a simple amphitheater built of recycled, broken concrete. Building a shade structure above would be beneficial as well.

A community bulletin board where rules, meeting notices, and other important information can be posted.

10. Creating a Garden Budget

Jse your design to develop a materials list and cost-out the project. You will need to call-around to get prices on fencing and other items. You might be surprised at the cost. A community garden with just the Basic Elements (listed above) typically costs between \$2,500 to \$5,000. At this point, your group might decide to scale back your initial plans and save some design ideas for a "Phase Two" of the garden.

11. Where to Get Materials and Money

While some start-up funds will be needed through determination and hard work, you can obtain donations of materials for your project. Community businesses might assist, and provide anything from fencing to lumber to plants. The important thing is to ask. Develop a letter that tells merchants about your project and why it's important to the community. Attach your "wish list", but be reasonable. Try to personalize this letter for each business you approach. Drop it off personally with the store manager, preferably with a couple of cute kids who will be gardening in tow! Then, follow-up by phone. Be patient, persistent, and polite. Your efforts will pay-off with at least some of the businesses you approach. Be sure to thank these key supporters and recognize them on your garden sign, at a garden grand opening, or other special event.

Money, which will be needed to purchase items not donated, can be obtained through community fund-raisers such as car washes, craft and rummage sales, pancake breakfasts, and bake sales. They can also be obtained by writing grants, but be aware grant writing efforts can take six months or longer to yield results, and you must have a fiscal sponsor or agent with tax-exempt 501(c)3 status (such as a church or non-profit corporation) that agrees to administer the funds.

12. Make Sure Your Garden Infrastructure is in Place

If you have not yet formed a garden club, now is the time to do so. It's also time to establish garden rules, develop a garden application form for those who wish to participate, set up a bank account, and determine what garden dues will be if these things have not already been done. This is also the time to begin having monthly meetings if you have not already done so. Also, if you haven't already contacted your city councilperson, he or she can be helpful in many ways including helping your group obtain city services such as trash pick-up. Their staff can also help you with community organizing and soliciting for material donations.

13. Get Growing!

Many new garden groups make the mistake of remaining in the planning, design and fundraising stage for an extended period of time. There is a fine line between planning well and over planning. After several months of the initial research, designing, planning, and outreach efforts, group members will very likely be feeling frustrated and will begin to wonder if all their efforts will ever result in a garden. That's why it's important to plant something on your site as soon as possible. People need to see visible results or they will begin to lose interest in the project. To keep the momentum going, initiate the following steps even if you are still seeking donations and funds or your project (but not until you have signed a lease and obtained insurance).

a. Clean up the Site

Schedule community workdays to clean up the site. How many work days you need will depend on the size of the site, and how much and what kind of debris are on site.

b. Install the Irrigation System

Without water, you can't grow anything. So get this key element into place as soon as possible. There are plenty of opportunities for community involvement--from digging trenches to laying out PVC pipes.

c. Plant Something

Once you have water, there are many options for in-garden action. Stake out beds and pathways by marking them with stakes and twine. Mulch pathways. If your fence isn't in yet, some people might still want to accept the risk of vandalism and get their plots started. You can also plant shade and fruit trees and begin to landscape the site. If you do not yet have a source of donated plants, or don't wish to risk having them vandalized, plant annual flower seeds which will grow quickly and can be replaced later. Seeds for Los Angeles County community and school gardens can be obtained through the Common Ground Garden Program (323) 260-3348.

d. Continue to construct the garden as materials and funds become available.

14. Celebrate!

At this point, your ideas and hard work have finally become a community garden! Be sure to take time to celebrate. Have a grand pening, barbecue, or some other fun event to give everyone who helped to make this happen, a special thank-you. This is the time to give all those who gave donated materials or time a special certificate, bouquet, or other form of recognition.

15. Troubleshooting as the Garden Develops

All community gardens will experience problems somewhere along the way. Don't get discourage—get organized. The key to success for community gardens is not only preventing problems from ever occurring, but also working together to solve them when they do inevitably occur. In our experience, these are some of the most common problems that "crop-up" in community gardens, and our suggestions for solving them

a. Vandalism

Most gardens experience occasional vandalism. The best action you can take is to replant immediately. Generally the vandals become bored after a while and stop. Good community outreach, especially to youth and the garden's immediately neighbors is also important. Most important--don't get to discouraged. It happens. Get over it and keep going. What about barbed wired or razor wire to make the garden more secure? Our advice--don't. It's bad for community relations, looks awful, and is sometimes illegal to install without a permit. If you need more physical deterrents to keep vandals out, plant bougainvillea or pyracantha along your fence, their thorns will do the trick!

b. Security

Invite the community officer from your local precinct to a garden meeting to get their suggestions on making the garden more secure. Community officers can also be a great help in solving problems with garden vandalism, and dealing with drug dealers, and gang members in the area.

c. Communication

Clear and well-enforced garden rules and a strong garden president can go a long way towards minimizing misunderstandings in the garden. But communication problems do arise. It's the job of the garden club to resolve those issues. If it's something not clearly spelled out in the rules, the membership can take a vote to add new rules and make modifications to existing rules.

Language barriers are a very common source of misunderstandings. Garden club leadership should make every effort to have a translator at garden meetings where participants are bilingual--perhaps a family member of one of the garden members who speaks the language will offer to help.

d. Trash

It's important to get your compost system going right away and get some training for gardeners on how to use it. If gardeners don't compost, large quantities of waste will begin to build up, create an eyesore, and could hurt your relationships with neighbors and the property owner. Waste can also become a fire hazard. Make sure gardeners know how to sort trash properly, what to compost, and what to recycle. Trash cans placed in accessible areas are helpful to keep a neat and tidy garden.

Gardener Drop-Out

There has been, and probably always will be, a high rate of turnover in community gardens. Often, people sign up for plots and then don't follow through. Remember, gardening is hard work for some people, especially in the heat of summer. Be sure to have a clause in your gardener agreement which states gardeners forfeit their right to their plot if they don't plant it within one month, or if they don't maintain it. While gardeners should be given every opportunity to follow through, if after several reminders either by letter or phone nothing changes, it is time for the club to reassign the plot. It is also advisable that every year, the leadership conduct a renewed community outreach campaign by contacting churches and other groups in the neighborhood to let them know about the garden and that plots are available.

f. Weeds

Gardeners tend to visit their plots less during the winter time, and lower participation, combined with rain, tends to create a huge weed problem in January, February, and March. Remember, part of your agreement with the landowner is that you will maintain the lot and keep weeds from taking over. In the late summer/early fall, provide gardeners with a workshop or printed material about what can be grown in a fall and winter garden. Also, schedule garden workdays for the spring in advance since you know you'll need them at the end of winter to clear weeds. If you anticipate that plots will be untended during the winter, apply a thick layer of mulch or hay to the beds and paths to reduce weed proliferation.

Good luck with your community garden project!

Yvonne Savio, Common Ground Garden Program Manager, University of California Cooperative Extension, Los Angeles County 4800 E. Cesar E. Chavez Avenue, Los Angeles CA 90022, Phone 323-260-3407, Fax 323-881-0067, Email ydsavio@ucdavis.edu Website: http://celosangeles.ucdavis.edu/Common_Ground_Garden_Program/
Master Gardening helpline: mglosangeleshelpline@ucdavis.edu, 323-260-3238

2007 Lifetime Achievement Award, Los Angeles Community Garden Council

2007 Certificate of Commendation, Los Angeles Unified School District

2006 Certificate of Appreciation, City of Los Angeles

2004 "Feeding the Hungry" Garden Crusader Award, Gardener's Supply Company

ince 1978, the Common Ground Garden program has helped Los Angeles County residents to garden, grow their own food, and nealthfully prepare it. Our targeted audience and priority are to serve limited-resource residents and those traditionally underrepresented. By training community volunteers, we empower neighborhoods to create their own solutions. Our Master Gardener volunteers work primarily with community gardens, school gardens, seniors, and homeless and battered women's shelters.

Sample Community Garden CONTRACT (Information in parentheses is to be determined by individual garden)

Common Ground Garden Program, University of California Cooperative Extension, Los Angeles County P.O. Box 22255, 4800 E. Cesar E. Chavez Avenue, Los Angeles CA 90022 Phone (323) 260-3407, Fax (323) 881-0067, Email <ydsavio@ucdavis.edu>

Rules, Terms, and Conditions for Participation

Introduction

- A. The (organization/garden manager) is the highest governing authority at the (Name) Community Garden.
- B. Breaking any rules, terms, and conditions is cause for exclusion from the garden and loss of your plot.
 - 1. You will receive one verbal warning from the garden manager.
 - 2. If no response or correction has been made, you will receive written notice two weeks later.
 - 3. In another two weeks, if no response or correction has been made, you will receive written final notification that you have forfeited your gardening privileges and plot.
 - 4. You will be allowed to reapply for another garden plot only after one year, and only at the discretion of the garden manager.

Rules, Terms, and Condition for Participation

If accepted as a gardener, I will abide by the following rules, terms, and conditions.

- 1. I use this garden at the sole discretion of (Watts Family) Community Garden. I agree to abide by its policies and practices.
- 2. The fee for the use of the garden is (\$32.00) per plot, per year (January 1 December 31), due on or before January 1). Fee for half a year after (beginning July 1 or later) is (\$16.00). There are no refunds.
- Once I have been assigned a plot, I will cultivate and plant it within two weeks. I will garden year round. My plot cannot be left fallow or unused for any period of three weeks or longer, more than one time a year.
- 4. My plot is (20 x 20) feet. I will not expand my plot beyond this measurement or into paths or other plots. I will keep all my plants within the limits of my garden plot and will not allow any plants to grow more than six feet high. I must keep my plot free of weeds, pests and diseases.
- 5. I will keep my plot, paths, and surrounding areas clean and neat. I will completely separate my trash into three groups: 1) dead plants, eaves, and other green waste plant parts; 2) rocks, stones, and asphalt; and 3) paper, plastic, cardboard, wood, metal, etc. I will put each type of trash only in the areas designated specifically for each. Anything I bring from my home I will take back home. I will not bring household trash and leave it at the (Watts Family) Community Garden.
- 6. If I now have more than one plot, I will give up my additional plots by the end of this gardening year (December 31).
- 7. I will not plant any illegal plant. I will not smoke, drink alcoholic beverages, use illegal drugs, or gamble in the garden. I will not come to the garden while under the influence of alcohol or illegal drugs. I will not bring weapons or pets or other animals to the garden.
- 8. Guests and visitors, including children, may enter the garden only if I accompany them. They must follow all rules, terms, and conditions stated here. I will supervise my children at all times when they are in the garden. I am solely responsible for the behavior of my guests.
- The garden manager will assign me general garden maintenance tasks each month, and I must complete them by the end of the month that I am assigned them
- 10. I will water my plot according to water-wise guidelines. (If I use more than the recommended amount of water, I will pay a fee each month to cover the cost of this additional water.
- 11. I will attend the regular (bi-monthly) garden club meetings. If workshops are offered, I will attend at least one of each of the following topics: soil preparation and maintenance, watering the vegetable garden, and pest and disease control.
- 12. I will not apply any pesticides in the garden without the approval of the garden manager.
- 13. I will not make duplicate keys of any locks at the garden or give my key or lock combination to another person.
- 14. I will not take food or plants from other gardeners' plots. I will not take anything from the garden that is not rightfully mine.
- 15. I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.
- 16. I will work to keep the garden a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner.
- 17. I forfeit my right to sue the owner of the property

Commitment

I have read and understand the application and accept these rules, terms, and conditions stated above for the participation in the
Name) Community Garden

signed	Date:	
Gardener		
Approved:	Date:	
Garden Manager		



Get Energizen ann Organizen

Bring people and different organizations together to learn which issues are important to your community. Discuss how a community garden – whether a communal space or individual plots – could serve the needs of the community. Holding regular meetings to collaborate on ideas and goals will help you to develop a plan of action. Get people energized and organized.

Emist help from Others

Form partnerships to leverage resources and gain access to: materials, tools, funding, volunteers and technical assistance. The USDA's national educational network offers Cooperative Extension Offices in communities around the country, where Extension Master Gardeners can help with gardening challenges and give advice on what grows best in your area.

Helpful hint: The USDA's People's Garden website has how-to videos and databases filled with garden-based learning guides, free seed and funding sources, and healthy gardening practices.

Finding the Right Space

What type of community garden do you want to plant? Depending on the type of garden, you can increase access to fresh, healthy food in rural towns or provide safe green spaces where youth can play in urban cities. If you're growing food in your garden, find a location that receives at least six hours of direct sunlight per day with easy access to water and proper drainage. Once you identify an ideal site, find out who owns the land. Contact the land owner and discuss next steps.

Healthy Garden Healthy You

Before gardening on a site, research its history and past uses. Take samples of the soil and have them analyzed to find out soil type and quality. Consult your state environmental agency, local health department or county's Cooperative Extension Office to: determine what kinds of soil samples you should take, learn how to take them and where to send them. The quality of the soil can have an effect on the design of your garden.

Your local Cooperative Extension Office is a great resource for useful, practical and research-based guidelines specific to your region. It will also provide expert staff more than willing to help you through your soiling questions.

Wake It Your Cwn

Every community garden is different – design your garden to fit the needs of the community. Consider factors such as: age-appropriate design, accessibility, protection from animals or vandalism, storage of tools and plenty of room for all your gardeners.

Use these tips to make your garden sustainable:

- using native plants
- · composting
- mulching
- applying an integrated pest management approach
- creating a habitat for wildlife
- · using water wisely
- installing a rain barrel

Helpful hint: The USDA's Plant Hardiness Zone Map helps to determine which plants will thrive in your part of the country.

Get Growing

Start gardening and implementing your community garden program. Once the project is up and running, let everyone know! Share pictures and video of your experiences with friends and family, to inspire other community gardens. Over time, revisit the plan and make any needed changes based on lessons learned or feedback from partners and neighbors.

Try growing these hardy, easy-going crops in your community garden:

Warm season crops

- beans
- melons
- cucumbers
- peanuts
- peppers
- tomatoes

Cool season crops

- peas
- lettuce
- broccoli
- collards
- radishes
- · onions









ACGA Membership Packages

"I alone cannot change the world, but I can cast a stone across the waters to create many ripples."

-Mother Teresa

Sponsoring \$65

Eligible to apply for grants

Bookmark seeds

Member listserv

Free seed packets

Technical support

Website access (full)

E-Newsletter (monthly)

Greening Review (annual publication)

Conference and workshop discounts

Online training (monthly Experts Panels)

1 year sub to Organic Gardening Magazine

Individual \$45

Eligible to apply for grants

Member listserv

Free seed packets

Technical support

Website access (full)

E-Newsletter (monthly)

Conference and workshop discounts

Greening Review (annual publication)

Online training (monthly Experts Panels)

1 year sub to Organic Gardening Magazine

Student - Donation Only

Member listsery

Website access (limited)

E-Newsletter (monthly)

Life \$600

Magnetic name badge "Life Member"

Eligible to apply for grants

Bookmark Seeds

Member listsery

Free seed packets

Technical support

Website access (full)

E-Newsletter (monthly)

Conference and workshop discounts

Greening Review (annual publication)

Online training (monthly Experts Panels)

1 year sub to Organic Gardening Magazine

Organizational \$100

Eligible to apply for grants

Eligible to apply for discounted insurance

Member listserv

Free seed packets

Technical support

Website access (full)

E-Newsletter (monthly)

Greening Review (annual Publication)

Online training (monthly Experts Panels

Conference and workshop discounts (2)

1 year sub to Organic Gardening Magazine

School \$65

Eligible to apply for grants

Eligible to apply for discounted insurance

Member listsery

Free seed packets

Technical support

Website access (full)

E-newsletter (monthly)

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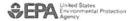
Greening Review (annual publication)

Online training (monthly Experts Panels)

Conference and workshop discounts (2)

1 year sub to Organic Gardening Magazine





rownfields

Steps to Create a Community Garden or Expand Urban Agriculture

- 1. Survey the property and identify potential risks and contaminants for testing.
- Test your soil. Consider likely environmental contaminants, pH, organic content, and soil nutrients needed for healthy plant growth.
- 3. Clean contaminants and add soil amendments to create a safe growing environment.
- 4. Consider garden design including location, crops, water, sunlight, lighting, and accessibility.
- Construct the garden to accommodate children, the elderly, and people all abilities. Raised beds, wider paths, and benches can all be used to create a more usable space.
- 6. Plant a safe and healthy garden and enjoy your growing community.

1. Survey the property and identify potential risks and contaminants for testing.

The types of contaminants you are likely to find depend on the history and use of the property. As a general rule at brownfields, environmental professionals look at the property history and previous uses to identify what environmental contaminants may be present for testing. They also look at nearby properties to see if their use may have created hazards that could affect neighboring areas.

You can do a similar search in your community. A librarian at your local public library may be able to help you locate historical property records, Sanbom or fire insurance maps and city directories that identify previous property uses or you may be able to find information on the internet. Sometimes looking at a property can provide visual cues to potential contamination. Soil staining, an oily sheen on puddles, visible tanks or piping, or piles of debris may suggest petroleum tanks or illegal dumping. If you suspect environmental contaminants, you may wish to select a different site for a potential garden.

Ingredients of Success:
Amending Urban Soil to Productive Gardens

Enlarge Graphic (53K)

How do L ?

- Start an Urban Agriculture Project
- Learn more about Urban Agriculture
- Read about Success Stories & Ongoing Projects
- Find Resources & Related Links
- Read Frequent Questions and Answers

Talk with your local officials and they may be able to help you select a safer site for gardening.

1B. Need help? Apply for Brownfields Assessment or Cleanup Grant.

ter your investigations and discussions with your local town or city officials, if your community determines you want to garden at the proposed site, you may wish to work the local officials to apply for an EPA brownfield grant (PDF) (2 pp. 148K). That will provide money to your city or town to assess the property you selected as well as other potential properties to and/or to clean up the existing site you have chosen.

Only governmental entities are eligible for assessment grants. See the EPA Brownfields grants page for a definition of who is eligible to receive brownfields grants. A non-profit organization may apply for a grant to cleanup up a site they own, provided they are not liable for the contamination at the site and took certain steps, such as conducting a Phase I environmental site assessment prior to acquiring the property.

2. Test your soil. Consider likely environmental contaminants, pH, organic content, and soil nutrients needed for healthy plant growth.

Individuals establishing a community garden typically send samples to a soil extension service lab. The lab will generally test for pH, organic content and nitrogen (N), phosphorus (P), and potassium (K) and some also commonly test for lead. Some labs may do additional tests, such as a metal panel, but you will need to request them specifically and pay for specific additional tests. Check with your extension service to see what soil tests they provide or recommend. Individual state land grant universities and extension offices may have specific suggestions for sampling requirements, testing request forms and packaging recommendations for mailing soil samples so check with them first. The <u>US Department of Agriculture website</u> provides a map and links with the university and extension offices in your area.

3. Clean contaminants and add soil amendments to create a safe growing environment.

If you have contaminants at a level that need cleanup, encourage your city or town or non profit organization to apply for a brownfield cleanup grant if they do not have cleanup funds. The state or tribal response program can help and oversee the cleanup if the property is enrolled in their voluntary cleanup program or response program. You will need to explain your interest in turning the site into a garden and they will provide guidance on what levels of cleanup need to be met to ensure safe gardening. They may also recommend above-ground rather than in-ground gardening to reduce exposure to unsafe soils.

In those instances, your state or tribal response program or local city agency may recommend using a water permeable fabric cover or geotextile to reduce exposures to soils of concern. They may suggest you purchase and add topsoil or clean fill from 'certified soil sources' to ensure the soil is safe for handling by children or gardeners of all ages and for food production. One important point to remember – in the building and construction trades, the term 'clean fill' is used to mean materials was screened so no chunks of concrete or asphalt are in the material, it does not mean the soil is safe and healthy for gardening. If you need soil material to add in gardening areas, you are looking for certified soils and your environmental program will be able to direct you to providers of safe certified soils.

ematively, you may have such limited contamination that no cleanup is necessary. In those instances, adding safe compost, certified soils or soil amendments which you already planned to do before planting, can improve the soil quality and can help to further bind the contaminants.

4. Consider garden design including hours of sunlight and shade, access to water, location, types of crops, security and lighting, and accessibility. If your site was capped, soils were removed or contamination remains at greater depths, you may only be able to grow plants with shallow root systems or may be required to bring in additional clean soil that you will need to test to make sure it's safe for growing.

addition to the property specific environmental considerations, there are a number of other factors that need to be considered in garden design. These considerations include: access to sunlight and water; location and proximity to homes and other structures, lighting and security for gardeners, produce and tools, as well as accessibility. The <u>Sustainable Sites Initiative</u> <u>EXIT Disclaimer</u> focuses on creating sustainable landscapes using environmentally sustainable materials and can provide information on material selection.

5. Construct the garden to accommodate children, the elderly, and people all abilities. Raised beds, wider paths, and benches can all be used to create a more usable space.

Creating a garden to serve the entire community requires a number of additional considerations. Remember to design your garden entrance with paths and ramps that can accommodate children, senior citizens, and those with disabilities by:

- Creating pathways at least 3 feet wide between beds will allow space for wheelchairs while a 5 foot width permits a wheelchair turning radius while a 7 foot width
 allows two wheelchairs to pass.
- Learn more about access requirements on the <u>Access Board's website</u>.
- · Adjusting the height and depth of raised beds to facilitate access for gardeners with restricted movement or issues of balance.
- Path materials should be firm and smooth with a texture that minimizes slipping. Minimize changes in the slope and grade of paths, where possible.
- Providing benches or picnic tables provide areas for gardeners to safely sit preferably in the shade!
- Gardening is a favorite hobby of people of all ages, including many retirees. By 2030, 1 out of 5 Americans will be age 65 or over. Consider ways you can make your
 garden accommodate their needs. By contrast, children under six may like a sandbox to play in, a shady spot or their own growing area in a safe location where
 parents and grandparents can supervise. Let the children help design their garden spot.
- Horticultural therapy uses gardens and growing plants to heal and encourage activity for those of all abilities.

Learn more at the American Horticultural Therapy Association EXIT Disclaimer.

6. Plant a safe and healthy garden and enjoy your growing community.

http://www.epa.gov/brownfields/urbanag/frequent.htm



Prownfields requent Questions

Expand all

What is Urban Agriculture?

It is defined in different ways by different organizations.

The North American Urban Agriculture Committee defines it as:

"The production, distribution and marketing [and disposal] of food and other products within the cores and edges of metropolitan areas. Urban agriculture is a complex activity, addressing issues of food security, neighborhood development, environmental sustainability, land use planning, agricultural and food systems, farmland preservation, and other concerns."

How do I ...?

- Start an Urban Agriculture Project
- Learn more about Urban Agriculture
- Read about Success Stories & Ongoing Projects
- Find Resources & Related Links
- Read Frequent Questions and Answers

The <u>USDA National Agricultural Library</u> notes:

"Around 15% of the world's food is now grown in urban areas. City and suburban agriculture takes the form of backyard, roof-top and balcony gardening, community gardening in vacant lots and parks, roadside urban fringe agriculture and livestock grazing in open space."

For the purposes of this website within the context of EPA's brownfields and land revitalization program, urban agriculture can include public, community and private community gardens as well as larger scale urban farms or orchards as well as growing herbs, spices, flowers for market, raising chickens or livestock, and keeping bees. Urban agriculture may also include growing crops for animal feed or bedding, as well as non-food crops for landscaping, flower gardens, seed, bulb or plant sale, oil, fragrance, dye, biofuel and fiber.

Particular concerns regarding soil contaminants and exposure risks that present issues for in-ground gardens and farms may be avoided where hydroponic, roof-top gardens or farms or vegetated walls or other structures using controlled growing medium and limited soil contact.

Who is engaged in Urban Agriculture?

Many different organizations with varying skill sets organize and manage gardens or urban farms. In some communities, this may be a volunteer-led effort linked to the food bank, focused on community gardens. In others, experienced community organizations or City Park Departments operate gardens or farms. In addition, many private property owners and public organizations seek to reclaim urban (suburban and rural) lands for food production or other agricultural purposes.

Local extension agents and certified Master Gardeners may be of particular assistance in providing technical assistance in understanding soils, nutrients, and plant selection and plant growth needs. State and tribal programs maintain property inventories and local government environmental professionals may be of assistance in selecting appropriate properties and determining the presences of environmental contaminants, where needed.

How do you start a community garden?

The American Community Gardening Association website provides a range of tools, including a list of steps to organize a garden committee, considerations for siting a garden and needed tools, such as garden agreements that can help you establish a community garden on their website, as well as their best practice top ten series about starting and preserving a garden, as well as gardening for kids and a number of resources and tools related to starting and operating gardens. Community support, interest and commitment are critical factors to organizing a successful community garden.

EPA, in addition, suggests you consider the property history as it may indicate contamination.

Are all vacant lots brownfields?

No, not all vacant lots are brownfields although many may be.

A brownfield is defined as:

"a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant."

Small Business Liability Relief and Brownfields Revitalization Act

Common examples include abandoned gas stations, scrap yards, areas where older structures have been demolished unsafely, former industrial manufacturing industry, strip malls with dry cleaners, warehouses, mine scarred lands, as well as areas of former illegal dumping and other industry operations.

Can a Brownfields assessment grant pay for the necessary testing to determine the contents of the soil?

Yes! A Brownfield assessment grant can pay for community wide and property-specific history reviews to indicate likely contamination and property-specific soil and groundwater testing needs. An assessment grant provides funding for a grant recipient to inventory, characterize, assess, and conduct planning for cleanup for a site. An assessment grant may pay for other types of soil tests (pH, organic content or other tests) as they relate to the assessment of environmental contaminant risks or their safe

management but this may need to be decided on a case by case basis in consultation with your brownfield project manager.

Other testing for healthy plant growth – organics, nitrogen, phosphorus and potassium or NPK – and other agronomic parameters – may be available from your extension of the land grant university in your state. Learn more about land grant universities.

Can a Brownfields multipurpose grant be used to assess and clean a property proposed for a community garden or urban farm?

Yes, it may be able to be used if it meets other eligibility criterial Please go to the Brownfields Grants page for more information.

Why should I test for environmental contaminants?

You may want to test for environmental contaminants to understand the proposed property and your options for managing it after identifying potential risks from environmental contaminants to public health and the environment or lack of risks. Testing information may also help reassure community members, gardeners or others that produce is safe to consume or use.

What contaminants should I test for at my site?

The types of contaminants you are likely to find depend on the history and use of the property.

As a general rule at brownfields, environmental professionals look at the property history and use to identify what environmental contaminants may be present and require further testing.

You can do a similar search in your community. A librarian at your local public library may be able to help you locate historical property records, fire insurance maps and city directories that identify previous property uses, or you may be able to find information on the internet.

Sometimes looking at a property can provide visual cues to potential contamination. Soil staining, an oily sheen on puddles, visible tanks or piping, or piles of debris may suggest petroleum tanks or illegal dumping.

Our extensive manufacture and use of **lead** in gasoline, paint, batteries, and other consumer products such as building materials and historical pesticides, make it a common first contaminant to consider for testing. In some areas, naturally occurring higher levels of **arsenic** may also be of concern. In addition, areas of industrial activity may suggest other contaminants to consider for testing. If you suspect environmental contaminants, talk with your local officials and they may be able to help you select a safe site for gardening. The following publications, though not exhaustive, provide some common examples of contaminants related to certain kinds of product or industry.

or more information about soil contaminants related to gardening, check out

- Soil Contaminants and Best Practices for Healthy Gardens (PDF) (4 pp, 223K) EXIT Disclaimer
- Sources and Impacts of Contaminants in Soils (PDF) (6 pp, 243K), EXIT Disclaimer

For more information about soil testing, check out:

Guide to Soil Testing and Interpreting Results (PDF) (6 pp, 201K). EXIT Disclaimer.

Environmental contaminants, if found, may be present at low levels that pose no risk. Also, they may pose no threat to your food - many plants do not take up contaminants or only in small amounts that pose limited risks.

We recommend testing because we want to make sure that all gardeners, especially children, are not at risk from unsuspected contamination at levels that do pose risks. What can I do personally to avoid exposure to soil contaminants?

What is pH?

The pH scale measures how acidic or basic a substance is. The scale ranges from 0 to 14. A pH of 7 is neutral. A pH less than 7 is acidic, and a pH greater than 7 is basic. For more information on soil pH, check out the <u>University of Minnesota's Modifying Soil pH Web page</u>. EXIT Disclaimer EPA's Acid Rain website has a <u>useful description of pH</u>.

Why is pH an important issue in soils at brownfields?

The pH of a soil can affect what form of a contaminant you may find and whether that contaminant moves in the soil or binds tightly to soil particles or added organic material. If bound tightly to particles, it may be more difficult for the plant to take it up into the roots. In general, many plants prefer a pH from 6.5 to 7 and changing the pH to near neutral can also reduce the likelihood of contaminant movement or plant uptake in many, though not all cases.

What is bioavailability?

The bioavailability of a contaminant is the capacity to "cause a direct effect on plants, animals, and humans because it can be taken up by their bodies." The bioavailability of a contaminant depends on characteristics of the site and the soil. The site conditions affect how tightly the contaminant is held by soil particles and the solubility. If solubility is high, then the contaminant is more bioavailable and also more likely to leach out of the soil. Soil tests measure the total or chemically extractible amounts of ontaminants. However, the bioavailable portion may be much less than the total. Bioavailability varies over time, especially if there is a change in the pH or organic matter content. Learn more at the relationship of bioavailability and soil contaminants at EPA's Assessing Relative Bioavailability in Soil at Superfund Sites Web page.

What is phytoremediation?

Phytoremediation is the use of green plants to clean soils. It can be specific plants alone or in combination with soil amendments and other additions to uptake and extract certain metals (NOT LEAD), pesticides, solvents, explosives, crude oil, polycyclic aromatic hydrocarbons, and landfill leachates from contaminated soil and reduce these rom the vegetation. As an engineered system, there has been a lot of research to determine which, if any, contaminants plants can remove from the soil and under what soil conditions. Learn more about phytoremediation research from USDA, the Army Corps of Engineers and the EPA Clean Up website.

Does phytoremediation work on lead?

No. Close to forty years of research on the use of phytoremediation to remove lead suggests it has limited value. Research has shown that lead in soil, rather than uptake by plants, is the primary source of concern particularly to those at high risk, such as children who may be exposed to lead in soils. Therefore, neither the phytoremediation plants nor garden produce are likely to take up lead if present in soil.

For more information about phytoremediation, read Heather F. Clark, Daniel J. Brabander, and Rachel M. Erdil's article "Sources, Sinks, and Exposure Pathways of Lead in Urban Garden Soil," Rufus L. Chaney's article "Element Bioavailability and Bioaccessibility in Soils: What is known now, and what are the significant data gaps?"

What are soil amendments?

Soil amendments are materials added to the soil to improve soil structure and plant growth as well as to clean environmental contaminants, where needed. The addition of soil amendments can reduce or remove potential exposures to contaminants, including lead in soil, to children and others and can benefit plants and the environment. Compost, soil amendments, or clean fill from certified soil sources can be used to help bind lead and make it unavailable for exposure through contact with the soil. For more information on the use of soil amendments for cleanup, go to The Use of The Soil Amendments for Remediation, Revitalization, and Reuse (PDF) (59 pp. 1.6M). For more information about soil amendments for agriculture, go to the National Sustainable Agriculture Information Service web page on Soils & Compost

[EXIT Disclaimet] and the USDA's soil and water management web page.

What are the options for growing above-ground, if we are worried about planting in the ground?

There are a number of alternative methods that do not involve growing plants directly in the soil.

Some alternative technologies include raised beds, hydroponic or aquaponic systems, and vertical or container based gardening systems. Greenhouses can be used instead to provide clean soil and a safer environment for plants to grow. Additionally, if growing foods is not possible in or near the contaminated soil, growing non-food crops may be an option or making the land available to sell foods is another option. Cleaning or capping the sites to locate a farmer's market, supermarket or other food retail can still provide healthy affordable food in your community.

- For more information on raised beds, check out Kansas State University's Horticultural report on Raised Bed Gardening (PDF) (4 pp. 213K) EXIT Disclaimer
- For more information on hydroponic systems, check out <u>Virginia Tech's web page on home hydroponics</u>
- For more information on container based gardening systems, check out <u>A Garden in a Sack; Experiences in Kibera, Nairobi (PDF)</u> (3 pp. 427K) EXIT Disclaime: by RUAF Foundation

References & links for Frequent Questions

Last updated on December 6, 2010

Police and EMS Report

From 4/1/14 To 4/30/14

EMS Calls	9
EMS Transports	5
Deaths	
	*
Police Reports	_21_
Burglary Habitation	1
Burglary Vehicle	0
Thefts	
Assaults	_3_
Criminal Mischief	_2_
Disturbances	_//
Alcohol Related Offenses	6
Motor Vehicle Accidents	_2
Agency Assists	
Motorist Assist	13

Arrests

7

Citations

70

OFFICIAL WUNICIPAL COURT WONTHLY REPORT

	MUNICIPAL COURT OF Village of Surfside Beach	TRAFFIC			NON-TRAFFIC MISDEMEANORS	
	FOR MONTH 04 YEAR 2014	NON- PARKIN		PARKING	STATE LAW	CITY ORDINANCE
1	New Cases Filed During the Month		-54			
	2. Dispositions Prior to Trial:		34	4	23	3
	A. Bond Forfeitures		0	0	0	
l	B. Fined (Before trial only. If the defendant goes to trial, enter in Item 3.)		23			0
	C. Cases Dismissed (Do not include dismissals that are to be reported in Items 3C and 4 below.)		4	2	10	6
	Dispositions at Trial:				And The Control of	•
	A. Trial by Judge (1) Finding of Guilty		0	0	0	
l	(2) Finding of Not Guilty		0		U	0
	B. Trial by Jury (1) Finding of Guilty		0	0	0	0
	(2) Finding of Not Guilty		0	0	0	0
	C. Dismissed at Trial		0	0		
4	4. Cases Dismissed:		U		0.	0
	A. After Driver Safety Course (C.C.P., Art. 45.0511)		1			
	B. After Deferred Disposition (C.C.P., Art. 45.051)		21			
	C. After Proof of Financial Responsibility (Transportation Code, Sec. 601.193)		31 -		7	0
)	D. Compliance Dismissal (Proof of Inspection, License, or Registration)		5			
5	. Community Service Ordered (For satisfaction of fine or costs only.)		and the same of th			
6.	. Cases Appealed					
7.	. Juvenile / Minor Activity:		8.	Parent Contributing to	Nonattendance	0
	A. Transportation Code Cases Filed		1_	Cases Filed (Education Cod	e, Sec. 25.093)	0
	B. Non-Driving Alcoholic Beverage Code Cases Filed	0	9.	Safety Responsibility and Suspension Hearings He	Driver's License	
	C. Driving Under the Influence of Alcohol Cases Filed	0	10.	Search Warrants Issue	d	
	D. Health & Safety Code (Tobacco) Cases Filed	0	11	Arrest Warrants Issued		
	E. Failure to Attend School Cases Filed (Education Code, Sec. 25.094)	0	1	A. Class C Misdemeanors On		du sala depen
	F. Education Code (Except Failure to Attend) Cases Filed	0		B. Felonies and Class A and B		43
	G. Violation of Local Daytime Curfew Ordinance Cases Filed (Loc. Govt. Code, Sec. 341.905)	0	12	Magistrate Warnings Gi		
	H. All Other Non-Traffic Fine-Only Cases Filed	0	-	(Given to defendants charged with co	ounty or district court offense.)	1000 1000
	I. Waiver of Jurisdiction of Non-Traffic Cases (Family Code, Sec. 51.08(b))		-	Class A and B Misdemean B. Felonies	ors Uniy	
	J. Referred to Juvenile Court for Delinquent Conduct (C.C.P., Art. 45.050 (c)(1))		10			
ř	K. Held in Contempt, Fined, or Denied Driving Privileges (C.C.P., Art. 45.050 (c)(2))		-	Emergency Mental Heal	1	
ħ	Magistrate Warnings Given (Juvenile): L. Warnings Administered		14.	Magistrate's Orders for En	mergency Protection	
	M. Statements Certified		15.	Total Revenue \$ (Include all revenue collected during	month to be remited in	\$ 12,334.10
-		and a second decided the second	· · · · · · · · · · · · · · · · · · ·	The second section of the section of th	,orur to be remitted to city or	state.)

Date: 05/06/2014 Time: 12:22:29

MONTHLY VIOLATION ACTIVITY STATISTICS

From 04/01/2014 To 04/30/2014

Page 1 YTD_sum.frx

Information contained here in for YTD is for 10/01/2013 To 04/30/2014 Information contained here in for Previous YTD is for 10/01/2012 To 04/30/2013

-()	N ISSUED BY:	CURRENT MONTH	YEAR TO DATE	PREVIOUS YTD	VARIATION IN (+/-)
runicipal	Police Department	70	623	214	409
	TOTALS	70	623	214	409
TOTAL NE	W FEES LEVIED:	\$12,685.00	\$120,051.00	\$41,911.00	\$78,140.00
FUNDS CC					
	State Taxes:	\$5,366.00	\$39,617.70	\$13,461.50	\$26,156.20
	Fines:	\$5,489.00	\$39,235.30	\$18,505.55	\$20,729.75
	LEA Fees:	\$320.00	\$2,377.10	\$909.10	1,468.00
	Multiuse:	\$480.00	\$3,595.00	\$875.00	\$2,720.00
	D/L Fees:	\$210.00	\$1,830.00	\$1,860.00	\$-30.00
	Warrant Fees:	\$244.10	\$2,830.00	\$2,680.00	\$150.00
	Capias Fees:	\$200.00	\$885.00	\$800.00	\$85.00
	Pay Plan Fees:	\$25.00	\$50.00	\$75.00	\$-25.00
	Collection Fees:	\$0.00	\$0.00	\$0.00	\$0.00
	TOTALS	\$12,334.10	\$90,420.10	\$39,166.15	\$51,253.95
WARRANT	INFORMATION:	2.1			
	Warrants Issued:	31	112	46	66
	Capias Issued:	12	66	18	48
	TOTALS	43	178	64	114
	Warrants Closed:	8	72	59	13
	Capias Closed:	4	19	18	1
	TOTALS	12	91	77	14
OTHER INF	ORMATION:				
	Citations Closed:	85	567	218	349
	Failure to Appear:	0	26	14	12
Average cur	rrent month speeding tick	cet issued was Date:	for 17.2 mile	es above post	ed limit.

Date: 05/06/2014 Time: 12:21:15

MONTHLY OFFICER ACTIVITY REPORT From 04/01/2014 To 04/30/2014

NOTE: Only "A" active officers will appear.

Page 1 Mofficr2.frx

OFFICER ID	BADGE	OFFICER NAME	Count	Percent of Total	
BR	2940	Byron Richey	3		
CL	1820	Cory Dunlap	6	8.5714	
DC	0	Donna Cox	5	7.1429	
FM	0	Francis McCollister	4	5.7143	
MF	0	Michael Faber	4	5.7143	
MM	0	Michael Monnat	6	8.5714	
PV	0	Paul V Varesic	34	48.5714	
ZM	0	Z W Monnat	8	11.4286	

Total All Officers

70