

Notice of Regular Meeting of the City Council

**Tuesday, May 13, 2014 – to follow after public hearing or start at 7:00 PM
Village of Surfside Beach**

TO ALL INTERESTED CITIZENS OF THE VILLAGE OF SURFSIDE BEACH

AGENDA

An agenda information packet is available for public inspection at

1) OPEN REGULAR CITY COUNCIL MEETING

2) CITIZENS'/VISITORS' COMMENTS TO COUNCIL

Please fill out an "Appearance before City Council" form to address the Council, and turn the form in before Citizens and Visitors Comments, or by 7:00 p.m., to City Secretary, Sandra Miller.

Speakers are normally limited to five minutes. The Mayor can adjust time limits to accommodate more or fewer speakers.

The purpose of this item is to allow citizens an opportunity to address the City Council on issues that are not the subject of a public hearing. Any item requiring a Public Hearing will allow citizens or visitors to speak at the time that item appears on this agenda as indicated as a "Public Hearing." Items that are the subject matter jurisdiction of the City Council include city policy and legislative issues. Citizens should deal with issues regarding daily operational or administrative matters first at the administrative level by calling City Hall at 979-233-1531 during business hours.

3) MAYORAL/ALDERMEN/COMMITTEE/POLICE ANNOUNCEMENTS

4) CONSENT ITEMS:

The Council considers all of the following items on the Consent Agenda to be self-explanatory, and the Council will enact them with one motion. Unless a Council member or citizen so requests, no separate discussion of these items will occur. For a citizen to request removal of an item, that citizen must fill out a speaker card and submit it to the City Secretary.

- a) Consider approval of the minutes from City Council Regular Meeting on March 11, 2014.
- b) Consider approval of the financials for March 2014.

5) REGULAR SESSION

- a) Discuss and consider windstorm insurance for the water tower.
- b) Discuss and consider allowed listings on Surfside Brochures.

c) Discuss and consider choice of dates for official canvass of returns and administering oaths of office.

6) CLOSED SESSION

The City Council to convene into closed session pursuant to the Texas Government Code Sec. 551.071: pending or contemplated litigation; or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

a) Discuss easement and deed agreement; (a) Cause No. 46,747; *Charles L. Stevens, et al. v. Village of Surfside Beach, et al.* – In the 239th Judicial District Court of Brazoria County, Texas.

b) Discuss Brannan v. State and Village of Surfside

7) RECONVENE INTO OPEN SESSION

The City Council to reconvene into open session to consider and take possible action on

a) Discuss easement and deed agreement; (a) Cause No. 46,747; *Charles L. Stevens, et al. v. Village of Surfside Beach, et al.* – In the 239th Judicial District Court of Brazoria County, Texas.

b) Discuss Brannan v. State and Village of Surfside

8) ADJOURNMENT – CITY COUNCIL MEETING

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the front door of the City Hall of the Village of Surfside Beach, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted on the following date and time: **May 9, 2014, at 5:00 p.m.** and remained so posted continuously for at least **72 hours** preceding the schedule time of said meeting.


Sandra Miller - City Secretary

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

THE STATE OF TEXAS

PUBLIC HEARING

BRAZORIA COUNTY

CITY COUNCIL

VILLAGE OF SURFSIDE BEACH

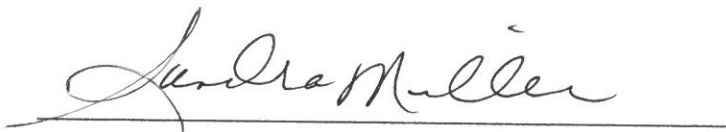
MAY 13, 2014

TO ALL INTERESTED CITIZENS OF THE VILLAGE OF SURFISDE BEACH,
TEXAS.

Take notice that the City Council of the Village of Surfside Beach, Texas will hold a meeting on Tuesday May 13, 2014, at 1304 Monument Drive, within the corporate limits of the Village, beginning at 6:30 pm in the evening, at which time the following item of business will be discussed:

1. Call the meeting to order
2. Moment of Silence
3. Pledge of Allegiance
4. Open public hearing to discuss a conditional use permit.
5. Make a motion to close public hearing.
6. Discuss and consider approval of a conditional use permit for Freeport LNG.
7. Adjourn – Regular City Council Meeting to follow thereafter.

I hereby certify that a true and correct copy of the above and foregoing “Notice of Public Hearing” of the City Council was posted within the incorporated city limits of the Village of Surfside Beach at City Hall on May 9, 2014 at 5:00 PM.

A handwritten signature in cursive script, reading "Sandra Miller", is written over a horizontal line.

Sandra Miller, City Secretary

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 I, LLC, a Delaware limited liability company, hereinafter "Grantor," for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other valuable consideration, including but not limited to the conveyance of a certain Easement for Pipeline Right-of-Way of even date herewith from the Grantee identified below 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 herein below, 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, for the consideration and subject to the above described exceptions and reservations, (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 Grantor'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 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.

EXECUTED on this the ____ day of _____, 2014

FLNG LAND I, LLC

By: Freeport LNG Development, L.P., its sole member

By: Freeport LNG-GP, Inc., its general partner

By: _____
S. L. Cornelius, its President

THE STATE TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the ____ day of _____, 2014, by S. L. Cornelius as President of, and on behalf of, Freeport LNG-GP, Inc.

Notary Public, State of Texas

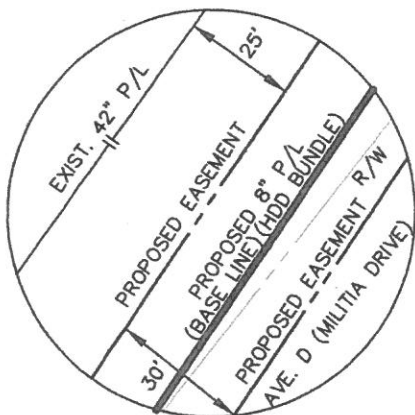
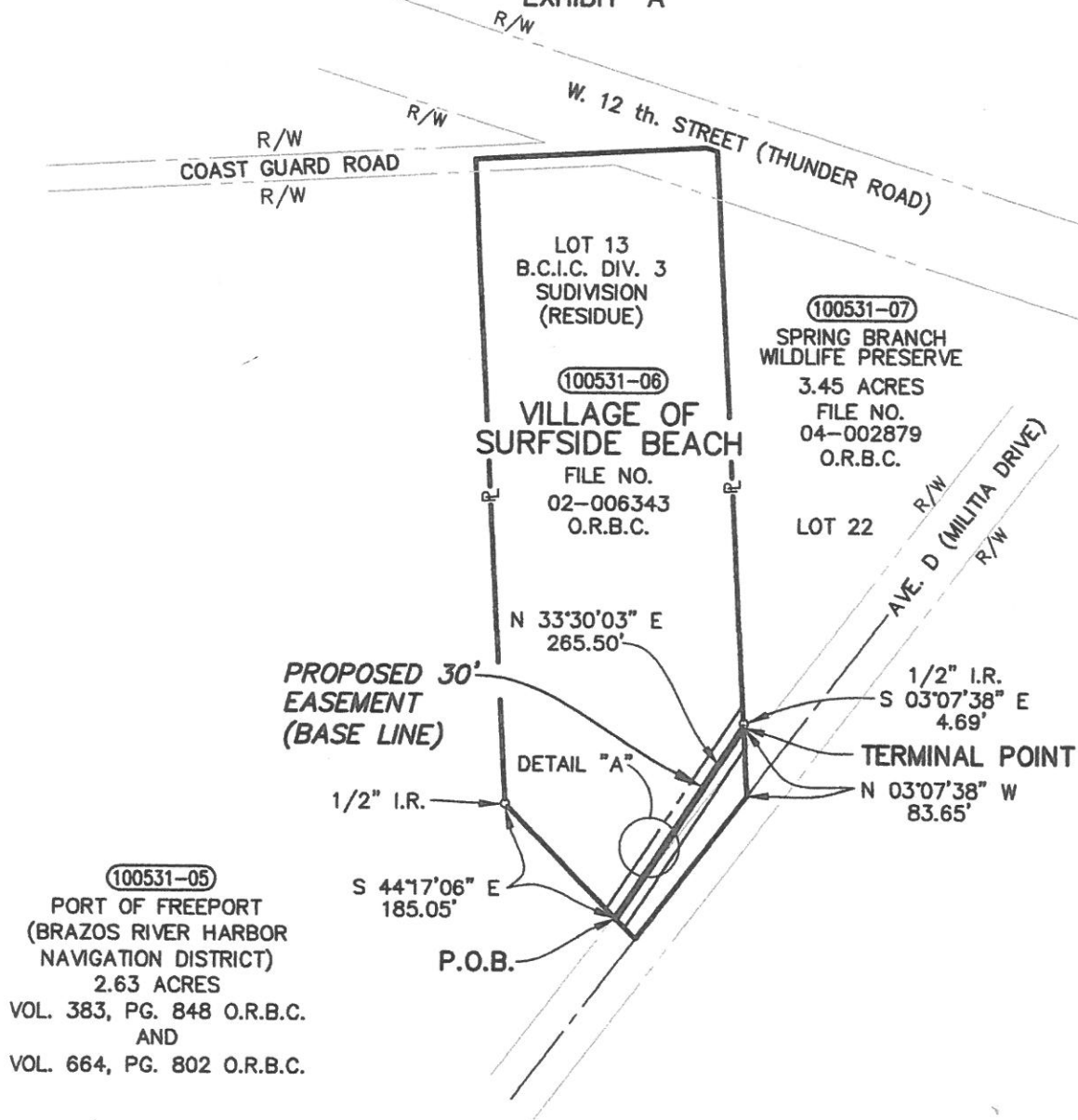
After Recording Return to:
Village of Surfside Beach, Texas
1304 Monument Drive,
Freeport (Village of Surfside Beach), Texas 77541

BRAZORIA COUNTY, TEXAS

PART LOT 13, B.C.I.C DIVISION 3 SUBDIVISION

A. MITCHELL LABOR, A-98

EXHIBIT "A"



After recording
please return to:

FLNG Land II, LLC
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**

For and in consideration of the monies contributed by FLNG Land, Inc. as part of a settlement of the lawsuit styled *Charles L. Stevens, et al v. Village of Surfside Beach and FLNG Land, Inc.*, Cause No. 46,747 on the docket of the 239th Judicial District Court of Brazoria County, Texas, and the conveyance to Grantor by FLNG Land, LLC, by Special Warranty Deed of even date herewith (subject only to the express reservation by FLNG Land, LLC of certain existing pipeline easement rights therein identified) of all of the said FLNG Land, LLC's right, title and interest in the SURFACE AND SURFACE ONLY of the Property hereinafter identified, as well as the covenants of the parties herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged (collectively, the "**Consideration**"), this Easement for Pipeline Right-of-Way (hereinafter the "**Agreement**") is entered into between and among **The Village of Surfside Beach, Texas**, a Texas municipality whose mailing address is 1304 Monument Drive, Village of Surfside Beach, Texas 77541 (hereinafter called "**Grantor**"), and **FLNG Land II, LLC**, a Delaware corporation having its principal place of business at 333 Clay Street, Suite 5050, Houston, Texas 77002, its successors and assigns (hereinafter called "**Grantee**"), where Grantor does hereby grant, sell, convey and warranty unto Grantee a perpetual permanent easement and right-of-way as hereinbelow defined (the "**Easement**") for the purposes of surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing (but not enlarging the size of), altering, reconstructing, removing, and abandoning in place:

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

together with all fittings, cathodic protection equipment, pipeline markers, associated fiber optic cabling and equipment related thereto (hereinafter, collectively the "**Pipelines**"), one (1) for the transportation of only natural gas, which includes high nitrogen boil off natural gas from Grantees' affiliates LNG facility, and one (1) for the transportation of nitrogen, only, on, under, across or through a strip of land thirty (30) feet in width, out of the Property hereinafter identified, as more particularly described on Exhibit A, which is attached hereto and made a part hereof, located on, over, under and across that certain parcel of real property situated in the County of Brazoria in the State of Texas described as Lot 13 in the Brazos Coast

Investment Co. Subdivision, Division No. 3, per plat of record in Plat Book 5, page 144 in the Plat Records maintained in the office of the County Clerk of Brazoria County, Texas (said Lot 13 herein referred to as the "**Property**").

In addition, (i) during the original construction of the Pipelines (including, without limitation, Grantee's reclamation, mitigation and restoration activities), as hereinafter defined (the "**Initial Construction Period**"), the Easement granted hereunder shall also include the areas, if any, 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, or terminates on the boundary line of any public, or similarly dedicated road, the Easement shall continue to the centerline of such road, so as to allow the Pipelines to cross any such road.

The Easement is granted subject to the following terms, stipulations, and conditions which are hereby covenanted and agreed to by Grantor and Grantee. 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, Pipelines, Property, and Temporary Workspace 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, Pipelines, Property, and Temporary Workspace 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, utilities, or timber, except to the extent the damages are caused by the sole 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 Pipelines upon the Easement, 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 construction, mitigation, and restoration activities.

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 or death of any person 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 Easement, Pipelines, Property, and Temporary Workspace, or operations thereunder, even if such injuries, death, or damage are caused in whole or in part by the negligence, other fault, or strict liability of Grantor, Grantor's successors, assigns, contractors, or sub-contractors or their officers, agents, servants, or employees. This indemnity agreement shall protect Grantor and Grantor's tenants, heirs, successors and assigns and their officers as aforesaid, provided, however, that the above indemnity agreement shall not protect Grantor, Grantor's tenants, heirs, successors, assigns, contractors or subcontractors or their officers, agents, servants, and employees, against the consequences of their own sole gross negligence, recklessness, or intentional conduct.

2. Provided its use of the Property and the surface of the Easement 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 Pipelines, Grantor reserves the right to fully use and enjoy the Property and surface of the Easement; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush, shrubbery, undergrowth, 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 the Pipelines. 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), provided, however, 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, Grantee shall use such existing public roads, public rights-of-way, the Construction Access Roads (if any), and easements in favor of Grantee for ingress and egress.

3. Grantor reserves all of its existing interest, if any, in the oil, gas, and other minerals on and under the Property and the Easement hereby granted and Grantor may develop, and produce, said mineral interest so long as such activities 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 Pipelines.

4. Grantee shall have the right to remove any fence that now crosses or may cross the Easement or Temporary Workspace 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 Period, 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, or other livestock located on the Property from straying. Grantee shall provide the key or lock combination to the Grantor.

5. Grantor shall, upon seven (7) 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 and Temporary Workspace at an angle of not less than forty-five (45) degrees to Grantee's Pipelines; provided, however, Grantor shall exercise said rights in such a manner so that (i) Grantee's Pipelines within the Easement shall not be endangered, obstructed, injured, or interfered with; (ii) Grantee's access to the Easement is not interfered with; (iii) Grantee shall not be prevented from traveling within and along Easement on foot or in vehicle or machinery; (iv) Grantee's Pipelines are left with the amount of cover originally installed to allow safe operation of Grantee's Pipelines; (v) Grantee's Pipelines are left with proper and sufficient and permanent lateral support; and (vi) Grantee's use of the Easement for the purposes set forth herein is not unreasonably impaired or interfered with.

6. During the Initial Construction Period, Grantee shall also provide suitable crossings on, over, and across the Easement and Temporary Workspace so as to afford Grantor reasonable access over and across and the Easement and Temporary Workspace in accordance with Grantor's customary use of the Property. In addition, during the Initial Construction Period and at all times thereafter, Grantee shall use all reasonable efforts to limit construction-related noise and construction-related truck traffic traveling to and from the Property and while on the Property, Easement, or Temporary Workspace.

7. Grantee shall dispose of all brush and debris, if any, cleared from the Easement or Temporary Workspace by burning, chipping, or burying, which method of disposal shall be selected by Grantor and in compliance with all local, state, and federal laws.

8. Grantee shall install Grantee's Pipelines to a minimum depth of forty-eight inches (48") below current grade level, and any then existing excavated slips, drainage ditches, creeks and roads.

9. Grantee shall use all reasonable efforts to minimize damage to the Property, Easement, and Temporary Workspace during the construction, operation, and maintenance of the Pipelines.

10. Prior to the conclusion of the Initial Construction Period, Grantee shall grade, slope, and re-seed the Easement and Temporary Workspace with grass seed comparable to that on the Property, 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 or safe operation of the Grantee's Pipelines.

11. Grantee shall maintain the Easement and Temporary Workspace by keeping it clear of all litter, trash, and debris during all periods when Grantee and its employees, agents, or contractors are utilizing the Easement. In addition, at the conclusion of the Initial Construction Period, Grantee shall promptly remove any and all construction materials and construction equipment utilized by Grantee.

12. 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 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. In addition, no above-ground structures, buildings, facilities or improvements (other than pipeline markers required by law or applicable regulation) will be located on the surface of the Easement without Grantor's prior written consent, which consent shall not be unreasonably withheld.

13. In the event Grantee elects to **Abandon** the Pipelines (as further defined below) in the Easement, Grantee shall abandon or remove the Pipelines in accordance with all then applicable federal, state and local laws, rules and regulations relating to such abandonment. "Abandon" shall mean Grantee's (or its successors or assigns) cessation of use, operation or maintenance, either passive or active, of the Pipelines on the Easement for a period exceeding twenty-four (24) consecutive months, provided, however, that should Grantee be prevented from using said Pipelines due to **Force Majeure**, such non-use shall not be deemed as an abandonment of the Pipelines, and the easement rights granted herein. "**Force Majeure**", as used herein, means any and all circumstances beyond the reasonable control of Grantee, including but not limited to acts of God, riots, labor disputes, strikes, lock-outs, wars, insurrections, rebellions, terrorist acts, civil disturbances, acts of nature, hurricanes or named tropical storms, fire, explosion, unavailability of equipment, or order, decree, regulation or action issued by (or any inaction of) any administrative, legislative, judicial or other government authority.

14. Grantor acknowledges and agrees that Grantee shall have the right to modify the location of the Pipelines within the Easement as a result of various engineering or construction factors, or to correct the legal description of the Easement to conform with the actual location of the Easement; provided, however, the Pipelines may not be placed outside the Easement 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 by recording a "Notice of Location" referring to this instrument and setting forth the modified legal description of the Easement, which description may be set forth by map attached to said Notice, but in no event shall the total acreage of the Easement increase. A copy of the Notice shall be delivered to the Grantor. Without limiting Grantee's right to modify the location of the Easement 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 to conform with the actual location of the Easement. If such documents are required, they will be prepared by Grantee at its expense.

15. 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 the Pipelines, all of which shall be performed in a good and workmanlike manner.

16. Grantee shall keep the Easement free and clear of any materialmen's or mechanic's liens and related encumbrances and shall promptly remove or provide appropriate bonds for any such liens or encumbrances that are filed against the Easement. For purposes of clarity, the foregoing restriction does not restrict Grantee from collaterally assigning, or otherwise pledging or granting a security interest in, this Easement to a party providing financing to Grantee or any of its parents, subsidiaries, shareholders or members, or any affiliates of the foregoing parties.

17. Except to the extent that Grantor and Grantee are obligating themselves to contractual covenants pursuant to the terms of this Agreement, Grantee and Grantor agree that this Easement and the rights granted herein do not otherwise waive or forfeit any rights, sovereign immunities, or other protections provided by law to Grantor as a result of its status as a municipality.

18. 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 with confirmation of receipt or (vi) hand delivery. A party may change its address for notice by giving notice, in writing, of such change to the other party.

19. The parties hereto hereby mutually bind themselves, and their respective heirs, executors, administrators, successors, and assigns to this Agreement, and further agree that this Agreement, and the Easement granted hereby shall be a burden upon the portions of Property being encumbered with the Easement as described on Exhibit A hereto, and the covenants of the parties hereto shall run with the title to the land.

20. 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.

21. The terms, stipulations, and conditions of this Agreement, and the Easement conveyed hereby, are subject to all applicable laws, regulations, and permit conditions.

22. This Agreement shall be governed by the law of the State of Texas, and venue of all legal actions relating thereto shall be in Brazoria County, Texas.

23. 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.

24. Grantee has inspected the Property and covenants not to sue Grantor, Grantor's tenants, heirs, successors or assigns, or their officers, agents, servants, or employees because of any existing defective condition, whether now know or discovered in the future, upon, or around the Property.

**{BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK—
SIGNATURES ON FOLLOWING PAGE}**

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the ____ day of _____, 2014.

GRANTOR:

VILLAGE OF SURFSIDE BEACH

Name: _____
Title: _____

GRANTEE:

FLNG LAND II, LLC

By: Freeport LNG Expansion, L.P., its sole member

By: Freeport LNG Expansion GP, Inc.

By: _____
Name: _____
Title: _____

{ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE}

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on _____, by
_____, as _____ on behalf of the Village of
Surfside Beach, Texas.

(Signature)

(Printed Name)

Notary Public

Notary ID No. _____

My commission expires: _____

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, by
_____, _____ of Freeport LNG Expansion GP, Inc. on behalf
of said entity.

(Signature)

(Printed Name)

Notary Public

Notary ID No. _____

| My commission expires: _____

Formatted: Left, Tab stops: Not at 3.25"

Exhibit A

EASEMENT

[INSERT DESCRIPTION OF EASEMENT]

CERTIFIED AGENDA – EXECUTIVE SESSION

CITY COUNCIL

Date of Meeting: May 13, 2014

ANNOUNCEMENT BY PRESIDING OFFICER:

“The City Council will begin its Executive Session at 7:58 o'clock pm.”

The City Council to convene into closed session pursuant to the Texas Government Code Sec. 551.071. : pending or contemplated litigation; or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

a) Discuss easement and deed agreement; (a) Cause No. 46,747; *Charles L. Stevens, et al. v. Village of Surfside Beach, et al.* – In the 239th Judicial District Court of Brazoria County, Texas.

b) Discuss Brannan v. State and Village of Surfside

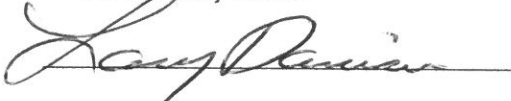
NO ACTION CAN BE TAKEN

“The City Council has completed its Executive Session at 8:44 o'clock ____ pm.”

A. CERTIFICATION

I hereby certify that this Agenda of an Executive Session of the City Council of the Village of Surfside Beach is a true and correct record of the proceedings pursuant to Art. 6252-17 V.T.C.S.

WITNESS my hand:



Mayor Larry Davison

Police and EMS Report

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

EMS Calls	<u>9</u>
EMS Transports	<u>5</u>
Deaths	<u>1</u>
Police Reports	<u>21</u>
Burglary Habitation	<u>1</u>
Burglary Vehicle	<u>0</u>
Thefts	<u>1</u>
Assaults	<u>3</u>
Criminal Mischief	<u>2</u>
Disturbances	<u>11</u>
Alcohol Related Offenses	<u>6</u>
Motor Vehicle Accidents	<u>2</u>
Agency Assists	<u>7</u>
Motorist Assist	<u>13</u>

Arrests

7

Citations

70

OFFICIAL MUNICIPAL COURT MONTHLY REPORT

MUNICIPAL COURT OF <u>Village of Surfside Beach</u> FOR MONTH <u>04</u> YEAR <u>2014</u>		TRAFFIC		NON-TRAFFIC MISDEMEANORS	
		NON-PARKING	PARKING	STATE LAW	CITY ORDINANCE
1. New Cases Filed During the Month		54	2	23	3
2. Dispositions Prior to Trial:					
A. Bond Forfeitures		0	0	0	0
B. Fined <i>(Before trial only. If the defendant goes to trial, enter in Item 3.)</i>		23	1	10	6
C. Cases Dismissed <i>(Do not include dismissals that are to be reported in Items 3C and 4 below.)</i>		4	2	1	1
3. Dispositions at Trial:					
A. Trial by Judge					
(1) Finding of Guilty		0	0	0	0
(2) Finding of Not Guilty		0	0	0	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	0	0
4. Cases Dismissed:					
A. After Driver Safety Course <i>(C.C.P., Art. 45.0511)</i>		4			
B. After Deferred Disposition <i>(C.C.P., Art. 45.051)</i>		31	0	7	0
C. After Proof of Financial Responsibility <i>(Transportation Code, Sec. 601.193)</i>		3			
D. Compliance Dismissal <i>(Proof of Inspection, License, or Registration)</i>		5			
5. Community Service Ordered <i>(For satisfaction of fine or costs only.)</i>					
6. Cases Appealed		0	0	0	0
7. Juvenile / Minor Activity:					
A. Transportation Code Cases Filed		0			
B. Non-Driving Alcoholic Beverage Code Cases Filed		0			
C. Driving Under the Influence of Alcohol Cases Filed		0			
D. Health & Safety Code (Tobacco) Cases Filed		0			
E. Failure to Attend School Cases Filed <i>(Education Code, Sec. 25.094)</i>		0			
F. Education Code (Except Failure to Attend) Cases Filed		0			
G. Violation of Local Daytime Curfew Ordinance Cases Filed <i>(Loc. Govt. Code, Sec. 341.905)</i>		0			
H. All Other Non-Traffic Fine-Only Cases Filed		0			
I. Waiver of Jurisdiction of Non-Traffic Cases <i>(Family Code, Sec. 51.08(b))</i>					
J. Referred to Juvenile Court for Delinquent Conduct <i>(C.C.P., Art. 45.050 (c)(1))</i>					
K. Held in Contempt, Fined, or Denied Driving Privileges <i>(C.C.P., Art. 45.050 (c)(2))</i>					
Magistrate Warnings Given (Juvenile):					
L. Warnings Administered					
M. Statements Certified					
8. Parent Contributing to Nonattendance Cases Filed <i>(Education Code, Sec. 25.093)</i>					0
9. Safety Responsibility and Driver's License Suspension Hearings Held					
10. Search Warrants Issued <i>(Do not include warrants for arrest.)</i>					
11. Arrest Warrants Issued:					
A. Class C Misdemeanors Only					
B. Felonies and Class A and B Misdemeanors					43
12. Magistrate Warnings Given: <i>(Given to defendants charged with county or district court offense.)</i>					
A. Class A and B Misdemeanors Only					
B. Felonies					
13. Emergency Mental Health Hearings Held					
14. Magistrate's Orders for Emergency Protection					
15. Total Revenue				\$	\$ 12,334.10

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

MONTHLY VIOLATION ACTIVITY STATISTICS

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

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

VIOLATION ISSUED BY:

CURRENT
MONTH

YEAR TO
DATE

PREVIOUS
YTD

VARIATION
IN (+/-)

Municipal Police Department

70

623

214

409

TOTALS

70

623

214

409

TOTAL NEW FEES LEVIED:

\$12,685.00

\$120,051.00

\$41,911.00

\$78,140.00

FUNDS COLLECTED:

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:

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 INFORMATION:

Citations Closed:

85

567

218

349

Failure to Appear:

0

26

14

12

Average current month speeding ticket issued was for 17.2 miles above posted limit.

By: _____

Date: _____

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

MONTHLY OFFICER ACTIVITY REPORT

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

Page 1
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NOTE: Only "A" active officers will appear.

OFFICER ID	BADGE	OFFICER NAME	Count	Percent of Total
BR	2940	Byron Richey	3	4.2857
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

OFFICIAL MUNICIPAL COURT MONTHLY REPORT

MUNICIPAL COURT OF <u>Village of Surfside Beach</u> FOR MONTH <u>04</u> YEAR <u>2014</u>		TRAFFIC		NON-TRAFFIC MISDEMEANORS	
		NON-PARKING	PARKING	STATE LAW	CITY ORDINANCE
1. New Cases Filed During the Month					
2. Dispositions Prior to Trial:		54	2	23	3
A. Bond Forfeitures		0	0	0	0
B. Fined <i>(Before trial only. If the defendant goes to trial, enter in Item 3.)</i>		23	1	10	6
C. Cases Dismissed <i>(Do not include dismissals that are to be reported in Items 3C and 4 below.)</i>		4	2	1	1
3. Dispositions at Trial:					
A. Trial by Judge (1) Finding of Guilty		0	0	0	0
(2) Finding of Not Guilty		0	0	0	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	0	0
4. Cases Dismissed:					
A. After Driver Safety Course <i>(C.C.P., Art. 45.051)</i>		4			
B. After Deferred Disposition <i>(C.C.P., Art. 45.051)</i>		31	0	7	0
C. After Proof of Financial Responsibility <i>(Transportation Code, Sec. 601.193)</i>		3			
D. Compliance Dismissal <i>(Proof of Inspection, License, or Registration)</i>		5			
5. Community Service Ordered <i>(For satisfaction of fine or costs only.)</i>					
6. Cases Appealed					
7. Juvenile / Minor Activity:					
A. Transportation Code Cases Filed		0			
B. Non-Driving Alcoholic Beverage Code Cases Filed		0			
C. Driving Under the Influence of Alcohol Cases Filed		0			
D. Health & Safety Code (Tobacco) Cases Filed		0			
E. Failure to Attend School Cases Filed <i>(Education Code, Sec. 25.094)</i>		0			
F. Education Code (Except Failure to Attend) Cases Filed		0			
G. Violation of Local Daytime Curfew Ordinance Cases Filed <i>(Loc. Govt. Code, Sec. 341.905)</i>		0			
H. All Other Non-Traffic Fine-Only Cases Filed		0			
I. Waiver of Jurisdiction of Non-Traffic Cases <i>(Family Code, Sec. 51.08(b))</i>					
J. Referred to Juvenile Court for Delinquent Conduct <i>(C.C.P., Art. 45.050 (c)(1))</i>					
K. Held in Contempt, Fined, or Denied Driving Privileges <i>(C.C.P., Art. 45.050 (c)(2))</i>					
Magistrate Warnings Given (Juvenile):					
L. Warnings Administered					
M. Statements Certified					
8. Parent Contributing to Nonattendance Cases Filed <i>(Education Code, Sec. 25.093)</i>					0
9. Safety Responsibility and Driver's License Suspension Hearings Held					
10. Search Warrants Issued <i>(Do not include warrants for arrest.)</i>					
11. Arrest Warrants Issued:					
A. Class C Misdemeanors Only					43
B. Felonies and Class A and B Misdemeanors					
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A. Class A and B Misdemeanors Only					
B. Felonies					
13. Emergency Mental Health Hearings Held					
14. Magistrate's Orders for Emergency Protection					
15. Total Revenue				\$	12,334.10
<small><i>(Include all revenue collected during month to be remitted to city or state.)</i></small>					

MONTHLY VIOLATION ACTIVITY STATISTICS

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

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

VIOLATION ISSUED BY:	CURRENT MONTH	YEAR TO DATE	PREVIOUS YTD	VARIATION IN (+/-)
Municipal Police Department	70	623	214	409
TOTALS	70	623	214	409
<hr/>				
TOTAL NEW FEES LEVIED:	\$12,685.00	\$120,051.00	\$41,911.00	\$78,140.00
<hr/>				
FUNDS COLLECTED:				
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
<hr/>				
WARRANT INFORMATION:				
Warrants Issued:	31	112	46	66
Capias Issued:	12	66	18	48
TOTALS	43	178	64	114
<hr/>				
Warrants Closed:	8	72	59	13
Capias Closed:	4	19	18	1
TOTALS	12	91	77	14
<hr/>				
OTHER INFORMATION:				
Citations Closed:	85	567	218	349
Failure to Appear:	0	26	14	12

Average current month speeding ticket issued was for 17.2 miles above posted limit.

By: _____ Date: _____

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

NOTE: Only "A" active officers will appear.

OFFICER ID	BADGE	OFFICER NAME	Count	Percent of Total
BR	2940	Byron Richey	3	4.2857
CL	1820	Cory Dunlap	6	8.5714
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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	

Appearance before City Council

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

Name: Georgia Pavey

Address: 321 Treaty

Phone: 979-292-9433

Email: g.pavey321@gmail.com

Issue: Freeport is talking about

annexing Seahorse Estates and

their projected 36 million dollar

homes. Why aren't we annexing

this subdivision?

Date: 5/13/14

Appearance before City Council

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

Name: Georgia Parkey

Address: 321 Treaty

Phone: 979-292-9433

Email: gparkey321@gmail.com

Issue: I requested use of land by
city hall for a community garden
and you asked for more info -

I submit

1) soil analysis

2) Sample Community Garden Contract

3) possible source for grant -

Date: 5/13/14 any others?

OVER

Appearance before City Council

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

Name: Mike Jannasch

Address: 1643 Sandpebble pl

Phone: 979 209 2513

Email: MJannasch@yahoo.com

Issue: _____

① Are we doing ~~any~~ all nessary to
apply for BP money for coastal
communities?

② While we are borring across the
LCW, can we bore a water line?

Date: 5-13-2014

Appearance before City Council

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

Name: Brooks Porter

Address: _____

Phone: _____

Email: _____

Issue: Status of Beach Dr. renourishment project(s)

Date: _____

Appearance before City Council

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

Name: Georgia Parry

Address: 321 Treaty

Phone: 979-292-9433

Email: gparry321@gmail.com

Issue: I complained a year ago but
there are still big trucks going
down Fort Velasco and there
are still no signs forbidding it.

Date: 5/13/14

THE STATE OF TEXAS

PUBLIC HEARING

BRAZORIA COUNTY

CITY COUNCIL

VILLAGE OF SURFSIDE BEACH

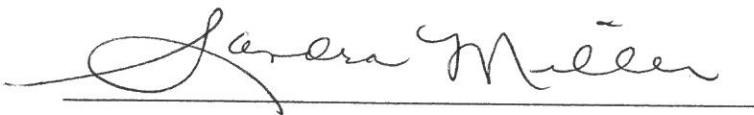
MAY 13, 2014

TO ALL INTERESTED CITIZENS OF THE VILLAGE OF SURFISDE BEACH,
TEXAS.

Take notice that the City Council of the Village of Surfside Beach, Texas will hold a meeting on Tuesday May 13, 2014, at 1304 Monument Drive, within the corporate limits of the Village, beginning at 6:30 pm in the evening, at which time the following item of business will be discussed:

1. Call the meeting to order
2. Moment of Silence
3. Pledge of Allegiance
4. Open public hearing to discuss a conditional use permit.
5. Make a motion to close public hearing.
6. Discuss and consider approval of a conditional use permit for Freeport LNG.
7. Adjourn – Regular City Council Meeting to follow there after.

I hereby certify that a true and correct copy of the above and foregoing “Notice of Public Hearing” of the City Council was posted within the incorporated city limits of the Village of Surfside Beach at City Hall on May 9, 2014 at 5:00 PM.

A handwritten signature in cursive script, reading "Sandra Miller", is written over a horizontal line.

Sandra Miller, City Secretary

Notice of Regular Meeting of the City Council

**Tuesday, May 13, 2014 – to follow after public hearing or start at 7:00 PM
Village of Surfside Beach**

TO ALL INTERESTED CITIZENS OF THE VILLAGE OF SURFSIDE BEACH

AGENDA

**An agenda information packet is available for public inspection at
City Hall in the Utility Department.**

1) OPEN REGULAR CITY COUNCIL MEETING

2) CITIZENS'/VISITORS' COMMENTS TO COUNCIL

Please fill out an "Appearance before City Council" form to address the Council, and turn the form in before Citizens and Visitors Comments, or by 7:00 p.m., to City Secretary, Sandra Miller.

Speakers are normally limited to five minutes. The Mayor can adjust time limits to accommodate more or fewer speakers.

The purpose of this item is to allow citizens an opportunity to address the City Council on issues that are not the subject of a public hearing. Any item requiring a Public Hearing will allow citizens or visitors to speak at the time that item appears on this agenda as indicated as a "Public Hearing." Items that are the subject matter jurisdiction of the City Council include city policy and legislative issues. Citizens should deal with issues regarding daily operational or administrative matters first at the administrative level by calling City Hall at 979-233-1531 during business hours.

3) MAYORAL/ALDERMEN/COMMITTEE/POLICE ANNOUNCEMENTS

4) CONSENT ITEMS:

The Council considers all of the following items on the Consent Agenda to be self-explanatory, and the Council will enact them with one motion. Unless a Council member or citizen so requests, no separate discussion of these items will occur. For a citizen to request removal of an item, that citizen must fill out a speaker card and submit it to the City Secretary.

- a) Consider approval of the minutes from City Council Regular Meeting on April 8, 2014.
- b) Consider approval of the financials for April 2014.

5) REGULAR SESSION

- a) Discuss and consider windstorm insurance purchase for the Yucca Street water tower.
- b) Discuss and consider criteria for being listed on Surfside Beach Brochures.
- c) Discuss and consider choice of dates for official canvass of returns and administering oaths of office. (May 19, 20 or 21st)

6) CLOSED SESSION

The City Council to convene into closed session pursuant to the Texas Government Code Sec. 551.071. : pending or contemplated litigation; or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

- a) Discuss easement and deed agreement; (a) Cause No. 46,747; *Charles L. Stevens, et al. v. Village of Surfside Beach, et al.* – In the 239th Judicial District Court of Brazoria County, Texas.
- b) Discuss Brannan v. State and Village of Surfside

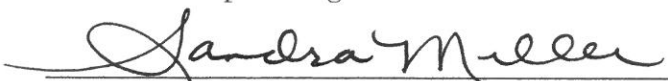
7) RECONVENE INTO OPEN SESSION

The City Council to reconvene into open session to consider and take possible action on

- a) Easement and deed agreement; (a) Cause No. 46,747; *Charles L. Stevens, et al. v. Village of Surfside Beach, et al.* – In the 239th Judicial District Court of Brazoria County, Texas.
- b) Discuss Brannan v. State and Village of Surfside

8) ADJOURNMENT – CITY COUNCIL MEETING

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the front door of the City Hall of the Village of Surfside Beach, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted on the following date and time: **May 9, 2014, at 5:00 p.m.** and remained so posted continuously for at least 72 hours preceding the schedule time of said meeting.


Sandra Miller - City Secretary

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

MINUTES

Public Hearing of the Board of Adjustments and Regular City Council Meeting April 8th, 2014

OFFICIALS PRESENT

Mayor Larry Davison, Councilperson & Mayor Pro Tempore William Griffin, Councilperson Bob Petty
Councilperson Chris Gaschler, Councilperson Gregg Bisso, Councilperson Sharon Aust

VILLAGE EMPLOYEES PRESENT

Chief of Police Gary Phillips, City Secretary Sandra Miller, PW Supervisor Pete Gutierrez, FP Manager Andy Moody

1. Call the meeting to order
2. Moment of Silence
3. Pledge of Allegiance

Take notice that the Board of Adjustments of the Village of Surfside Beach, Texas will hold a meeting on Tuesday April 8th, 2014, at 1304 Monument Drive, within the corporate limits of the Village, beginning at 6:30 pm in the evening, at which time the following item of business will be discussed:

4. Open public hearing to discuss a variance for 303 Texas

Concerns were raised about the conflict between the zoning ordinance and the changes made to it. The City Secretary gave the historical account on this change. The Council has acted as the BOA since 2007 when Mayor Bedward and the Council then moved to make the change. Nelda Galloway was recognized to speak. She passed out some information. She explained that she was opposed to granting the variance as it would affect her line of sight. Mrs. Galloway suggested that the owner Adrain Xibraku consider use of his other lots and build the larger house further back. Mrs. Galloway went into a historical account of the old build lines and the intention. Mayor Davison suggested that Adrian build the house to accommodate the smaller lot size that Adrian had requested three years ago. He explained that Adrian had turned the lots to face the road and in doing so knew that the lots would be undersize. A member of the audience suggested that the city be consistent with the rules. Glenda McGonigle spoke of her knowledge of this issue while she was Mayor. Mayor Davison once again agreed and suggested that the house be built to fit the lot size. Councilman Gaschler suggested that the house could be built in a different shape or design that would fit on one or two of his four lots.

5. Close public hearing.

Councilman Griffin made a motion to close the public hearing, second by Councilwomen Aust and with all in favor the motion passed. No motion was made to approve the variance and so with no motion the item was dead and the public hearing was adjourned for a ten minute break.

Reconvene to the Regular City Council Meeting to follow.

6. CITIZENS/VISITORS COMMENTS TO COUNCIL

* Brooks Porter asked about CEPRA re-nourish and groin projects. Mayor Davison gave the update that the project was now in progress. Mayor Davison gave the scope of work for the projects in that the work would consist of repair to the revetment and then to re-nourish the sand and that they were going to look at a groin. Councilman Bisso asked if the work would include the revetment being extended to the Jetty's. Mayor Davison responded to say no, and that the plan is to apply for some to the RESTORE funds for this project.

* Glenda McGonigle wanted to ask why the city employees were being placed on the agenda every month. Mayor Davison said that was an agenda item and so would be brought up at that time.

7. MAYORAL/ALDERMEN/COMMITTEE/POLICE ANNOUNCEMENTS

* Mayor Davison wanted to update folks on the road repair on Surf and Seashell. That the work was in progress and should be wrapped in May. Also that we would be able to use round two Ike Recovery funds for the new well at Swordfish. Pete gave additional information on the status and findings of the well tests. Some of the options as far as size and depth were discussed. Councilman Griffin asked that the Council be presented with the choices prior to any designs being made. Mayor Davison also mentioned that he and Peggy Llewelyn had met with the conservancy and he felt that it went well. After birding seasons the salt cedars can be mulched.

* Councilman Petty asked Pete about the arsenic levels of the new well site. Pete responded that they were within range and that we only have elevated levels at the Surfside Shores well. Pete also mentioned that we have to send notices out to the whole island as all water are blended.

* Councilman Bisso wanted to commend the police for a good job during the St Patty's Day parade. He also wanted to thank Pete for all of the updates during the oil spill. Councilman Bisso added that keeping the beach raked will help with attendance. Councilman Bisso mentioned repairs to the backhoe, Glenda asked if the new building was built to house it.

* Councilwomen Aust gave the update for the tourism committee in that they had met and that they spoke about many good topics and had a productive meeting.

* Peggy Llewelyn said that the BAC met and that they had some concerns about signage in that we should add more details about where permits can be bought. Also, they reviewed the Petty Dune Mitigation plan and felt it was a good plan. A suggestion was made to get some stickers with catchy public notices that can be stuck on the trash barrels. (DO NOT BURN TREES, NO GLASS CONTAINERS) – the City Secretary said she would order these. Finally Peggy mentioned that there may be an opportunity for businesses to open parking lots in lieu of the migrating soft sand causing access issues at the main all the way to Ocean Avenue.

* Jan Grant announced that the Historical Committee met and discussed the Navy Day and planned another work day. She encouraged folks to come and help with the next work day and that folks can sign up at the water clerk window.

* Ronnie Grant of the planning committee announced that they had met and discussed a variety of items to include the open meetings act, the noise ordinance and the IRC Code. He said it was a productive meeting. Councilman Petty added that he attended the meeting. He said that he encourage the group to take their time on the parking issue as this is a complicated problem in a unique situation.

* Chief Phillips gave an update on the month's criminal activity and police reports. Pete gave an update on the latest public work projects and activities.

8. CONSENT ITEMS:

Consider approval of the minutes from City Council Regular Meeting on March 11, 2014.

Consider approval of the financials for March 2014.

*Councilman Bisso made a motion to accept, Councilman Griffin second with all in favor, the consent items were approved.

9. REGULAR SESSION

Discuss and consider adopting a Proclamation for Officer Sergeant Carlton Ragan.

Mayor Davison read the proclamation allowed. It was noted that Ronda Henson created the wording. A motion was made by Councilman Bisso to approve the proclamation, second by Councilwomen Aust and with all in favor the item was passed.

Discuss and consider adopting a Proclamation naming April 26th, 2014 "Old Guys Surf Reunion Day"

Mayor Davison read the proclamation allowed. A motion was made by Councilman Bisso, second by Councilman Griffin and with all in favor the item passed.

Discuss and consider a variance of Ordinance No. 2003-7 Chapter 18 Section 35 for OGSR to have a "bonfire" in front of Pirates Alley on the beach.

Many folks had questions about this item as to where and when the fire would be built. Troy McMinn suggested that they build several 3x3 fires rather than a bonfire. No motion was made and so the item was not approved.

Discuss and consider amendments to Ordinance No. 2007-16 Chapter 20 Section 52, 56 regarding enclosures below the Base Flood Elevation.

Andy Moody (the certified floodplain manager) gave some details on the goals of the Community Rating System. He went into some of the things we will have to improve and do in order to get a better rating. Mayor Davison said that reducing the restrictions would hurt the rating and suggested that the city obtain the better rating first. Councilman Petty stated that the louver enclosures were acceptable to FEMA. Glenda McGonigle cited an example of the rate hike that can occur when a house has materials below the base flood elevation. Sue Gray of the audience was recognized and stated that she would like to try for the discount and that any amount would be helpful. There was no motion made and all council requested that the issue be tabled until after the community rating was in place.

10. CLOSED SESSION – 8:48 PM

a) The City Council to convene in closed session pursuant to the Texas Government Code: Section 551.074, deliberation on the appointment, employment, evaluation, and/or duties regarding personnel as follows:

City Secretary, Sandra Miller
City Bookkeeper, Ronda Henson
Public Works, Supervisor, Pete Gutierrez
Utility Clerk, Teresa Timms
Building Official, Linda Manning
Certified Flood Plain and Booth Attendant, Andy Moody

NO ACTION TAKEN

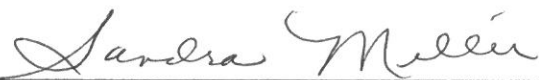
11. RECONVENE INTO OPEN SESSION – 9:17 PM

b) The City Council to reconvene in open session pursuant to the Texas Government Code: Section 551.074, deliberation on the appointment, employment, evaluation, and/or duties regarding personnel as follows:

City Secretary, Sandra Miller
City Bookkeeper, Ronda Henson
Public Works Supervisor, Pete Gutierrez
Utility Clerk, Teresa Timms
Building Official, Linda Manning
Certified Flood Plain Manager and Booth Attendant, Andy Moody

NO ACTION OR MOTION MADE

12. ADJOURNMENT – CITY COUNCIL MEETING

Attest: 
Sandra Miller, City Secretary 5-9-2014

General Fund Budget Performance April 2014							Bookkeeping Notes
		April	Oct - Apr	Budget	Over / Under		
Income							
3100 · AD VALOREM TAX COLLECTION		15,577.56	513,627.71	559,437.00	-45,809.29		
3101 · PENALTY/INTEREST AD VALOREM		1,494.59	3,665.75	8,000.00	-4,334.25		
3104 · RENDITION PORTION OF AD VAL TAX		26.71	37.50	100.00	-62.50		
3106 · MIXED BEVERAGE TAX COLLECTION		1,796.76	4,257.81	3,500.00	757.81		
3107 · FRANCHISE TAX COLLECTION		8,843.66	36,474.04	50,000.00	-13,525.96		
3108 · SALES TAX COLLECTION		3,385.31	35,674.02	80,000.00	-44,325.98		
3112 · POLICE REPORTS		0.00	10.00	25.00	-15.00		
3113 · COURT FINE REVENUES		-7,718.41	54,282.64	75,000.00	-20,717.36		Paid Qtrly to state, pmt was higher than monthly rcpts
3115 · VILLAGE PERMIT INCOME		350.00	857.50	1,000.00	-142.50		
3116 · BUILDING PERMIT INCOME		2,994.00	15,667.38	40,000.00	-24,332.62		
3118 · BLDG PERMIT TECH FEE		2.00	0.00	1,750.00	-1,750.00		
3119 · S/PARK RENTAL FEES		950.00	29,150.00	50,000.00	-20,850.00		
3120 · INSURANCE BILLING		1,617.56	18,776.28	40,000.00	-21,223.72		
3123 · INTEREST EARNED		0.00	97.79	100.00	-2.21		
3124 · TRASH BAG SALES		100.00	603.00	1,000.00	-397.00		
3126 · OTHER REVENUE		190.30	1,233.93	3,000.00	-1,766.07		
3128 · AUCTION REVENUE		0.00	100.00	100.00	0.00		
3129 · POLICE EDUCATION FUND		0.00	1,679.61	1,000.00	679.61		
3130 · BRAZORIA COUNTY EMS		0.00	9,000.00	9,000.00	0.00		
3131 · COLLECTED FEES EMS FRM SYS FUND		0.00	26,621.37	62,000.00	-35,378.63		
3132 · COLLECTED GARBAGE FEES FROM SF		0.00	87,558.96	155,000.00	-67,441.04		
3306 · RESTITUTION		0.00	0.00	100.00	-100.00		
Total Income		29,610.04	839,375.29	1,140,112.00	-300,736.71		
Expense		29,610.04	839,375.29	1,140,112.00	-300,736.71		
0015 · MEDICARE EMPLOYER VOSB		357.89	3,169.88	5,900.00	-2,730.12		
0020 · SOCIAL SECURITY EMPLOYER VOSB		1,530.30	12,771.43	26,000.00	-13,228.57		
0030 · TEXAS SUI EXPENSE		1,678.54	2,528.60	4,500.00	-1,971.40		
0040 · GROUP HEALTH/LIFE INS		-1,414.30	14,084.00	31,500.00	-17,416.00		refund of overpayment for termed employees
0050 · TMRS CITY PORTION		152.31	1,167.06	3,200.00	-2,032.94		
4100 · WAGES COURT CLERK		2,787.05	21,091.59	36,000.00	-14,908.41		

4102 · OVERTIME COURT CLERK	34.18	309.44	200.00	109.44	
4103 · FEES/ALTERNATE JUDGES	400.00	3,000.00	5,200.00	-2,200.00	
4104 · COURT OFFICE SUPPLIES	287.23	888.15	500.00	388.15	
4105 · COURT PRINTING EXPENSE	0.00	0.00	500.00	-500.00	
4106 · COURT POSTAGE/SHIPPING	0.00	0.00	400.00	-400.00	
4108 · TRAVEL JUDGES	134.72	134.72	300.00	-165.28	
4110 · JURY FEES	0.00	0.00	250.00	-250.00	
4111 · COURT TRAINING AND CONFERENCES	0.00	578.00	150.00	428.00	
4112 · COURT LEGAL FEES	58.50	1,224.77	2,000.00	-775.23	
4113 · COURT TELEPHONE/CELL	69.39	930.76	2,200.00	-1,269.24	
4114 · OFFICE EQ REPAIRS/SERVICE	0.00	0.00	100.00	-100.00	
4115 · COURT LIABILITY INSURANCE	400.00	400.00	400.00	0.00	
4116 · COURT MISCELLANEOUS	0.00	408.30	50.00	358.30	
4118 · COURT COPY MACHINE	0.00	145.60	250.00	-104.40	
5100 · CITY SECRETARY SALARY				0.00	
5100A · CONSULTANT WAGES	0.00	1,984.62		1,984.62	
5100 · CITY SECRETARY SALARY - Other	3,076.92	25,617.63	40,000.00	-14,382.37	
Total 5100 · CITY SECRETARY SALARY	3,076.92	27,602.25	40,000.00	-12,397.75	
5102 · CODE ENFORCEMENT	1,585.97	13,396.13	22,000.00	-8,603.87	
5103 · WAGES BOOKKEEPER	2,979.08	23,703.75	28,300.00	-4,596.25	
5104 · ADMIN W/ COMPENSATION	0.00	550.00	550.00	0.00	
5105 · ADMIN OFFICE SUPPLIES	557.48	2,174.46	3,000.00	-825.54	
5106 · POSTAGE AND HANDLING EXPENSE	18.59	960.56	1,500.00	-539.44	
5107 · TRASH BAGS/CLEANING SUPPLIES CH	0.00	780.80	1,000.00	-219.20	
5108 · ADMIN COMPUTER REPAIRS	0.00	632.50	1,250.00	-617.50	
5109 · ADMIN COPY MACHINE	83.36	197.05	300.00	-102.95	
5110 · M & R CITY HALL	220.00	6,888.02	5,000.00	1,888.02	
5112 · JANITORIAL SERVICE CITY HALL/PD	209.04	929.04	350.00	579.04	
5113 · ADMIN TRAVEL	0.00	897.00	2,000.00	-1,103.00	
5114 · UTILITIES CITY HALL	532.46	8,521.34	8,000.00	521.34	
5115 · FEES, TAX COLLECTION	0.00	817.12	650.00	167.12	
5116 · ELECTION COST	0.00	2,885.20	7,000.00	-4,114.80	
5118 · ARMOR SERVICE	0.00	0.00	1,600.00	-1,600.00	
5119 · PROFESSIONAL SERVICE FEES	0.00	1,690.75	1,000.00	690.75	

5120 · EMAIL - INTERNET	245.31	1,067.91	2,500.00	-1,432.09	
5121 · ADMIN DUES AND PUBLICATIONS	0.00	1,452.00	2,000.00	-548.00	
5122 · ADMIN MEETINGS AND SEMINARS	0.00	426.09	2,000.00	-1,573.91	
5123 · ADMIN AUDIT EXPENSE	0.00	0.00	11,500.00	-11,500.00	
5124 · ADMIN LEGAL FEES	-1,190.41	3,642.83	8,000.00	-4,357.17	
5125 · LEGAL ADVERTISING	74.40	223.20	1,000.00	-776.80	
5126 · TELEPHONE EXPENSE	1,129.17	4,253.84	3,500.00	753.84	
5127 · APPRAISAL DISTRICT	-28.90	2,544.10	5,000.00	-2,455.90	
5128 · ADMIN FIDELITY BONDS	0.00	200.00	400.00	-200.00	
5129 · BUILDING INS CITY HALL	0.00	6,000.00	6,000.00	0.00	
5130 · GENERAL LIABILITY INSURANCE	0.00	3,000.00	3,000.00	0.00	
5131 · MISCELLANEOUS	0.00	2,646.22	200.00	2,446.22	
5132 · ADMIN CONTINGENCY	0.00	219.00	100.00	119.00	
5133 · CREDIT CARD / BANK CHGS	1,188.66	9,427.43	10,000.00	-572.57	
5134 · HARDWARE/SOFTWARE/EQ PURCHASE	1,348.92	1,834.75	500.00	1,334.75	
5135 · BLDG PERM TECH EXP LINE3403	0.00	647.65		647.65	
5144 · BCCA	0.00	80.00	1,000.00	-920.00	
5165 · Federal Unemployment Tax	0.00	0.00		0.00	
6100 · SALARY POLICE CHIEF	4,406.54	33,049.05	57,285.00	-24,235.95	
6101 · WAGES POLICE DEPT	5,580.00	39,319.50	74,000.00	-34,680.50	
6110 · POLICE DEPT OVERTIME	0.00	334.50	1,000.00	-665.50	
6111 · EMS WORK COMP	0.00	1,000.00	1,000.00	0.00	
6112 · POLICE /EMS CONTRACT LABOR	0.00	0.00	7,000.00	-7,000.00	
6113 · EMS FUEL/OIL/WASH	0.00	0.00	3,750.00	-3,750.00	
6114 · EMS SUPPLIES	612.12	2,405.50	8,000.00	-5,594.50	
6115 · EMS UTILITIES	144.04	849.52	1,800.00	-950.48	
6118 · EMS DUES/BILLING FEES	0.00	2,801.11	5,250.00	-2,448.89	
6119 · EMS BLDG INSURANCE	200.00	200.00	200.00	0.00	
6120 · EMS LIABILITY INSURANCE	1,200.00	1,200.00	1,200.00	0.00	
6121 · POLICE DEPT WORK COMP	6,318.50	8,000.00	8,000.00	0.00	
6122 · POLICE RESERVE WORK COMP	0.00	400.00	400.00	0.00	
6123 · PD OFFICE SUPPLIES	276.15	914.06	350.00	564.06	
6124 · POLICE DEPT SUPPLIES	424.00	1,501.27	1,000.00	501.27	
6125 · PD OFFICE EQ SERVICE	0.00	98.00	100.00	-2.00	

6126 · RADIOS AND ACCESSORIES	0.00	12,002.59	20,750.00	-8,747.41	
6127 · GAS/OIL/GREASE PD CARS	1,810.23	10,118.24	30,000.00	-19,881.76	
6129 · BOAT MTNCE/FUEL PD	0.00	0.00	1,000.00	-1,000.00	
6130 · UNIFORMS PD/EMS	1,458.30	2,499.95	5,000.00	-2,500.05	
6131 · RESERVE UNIFORM ALLOWANCE PD	0.00	0.00	100.00	-100.00	
6132 · EMS BARN M&R	710.00	769.91	100.00	669.91	
6133 · PD COMPUTER REPAIRS	0.00	0.00	500.00	-500.00	
6134 · AMBULANCE REPAIRS	0.00	205.98	3,000.00	-2,794.02	
6135 · PD VEHICLE REPAIRS	15.00	5,305.29	4,000.00	1,305.29	
6136 · PD/EMS RADIO REPAIRS	0.00	461.00	1,500.00	-1,039.00	
6137 · PD DUES AND PUBLICATIONS	0.00	762.64	700.00	62.64	
6138 · PD/EMS TRAINING AND CONFERENCES	186.00	1,151.00	3,500.00	-2,349.00	
6139 · FORENSIC TESTING	0.00	0.00	200.00	-200.00	
6140 · RADIO USER FEE	127.50	446.25	3,700.00	-3,253.75	
6141 · PD MISC EXPENSES	0.00	15.50	500.00	-484.50	
6142 · TELEPHONE/CELL	536.76	4,417.13	8,100.00	-3,682.87	
6143 · PD CONTINGENCY	0.00	77.94	500.00	-422.06	
6144 · PD FIDELITY BONDS	0.00	0.00	50.00	-50.00	
6145 · PD LIABILITY INS	0.00	10,000.00	10,000.00	0.00	
6146 · PD/EMS MISC EXPENSE	0.00	15.68	100.00	-84.32	
6149 · CAR LEASE-CHIEF	500.00	3,500.00	6,000.00	-2,500.00	
6150 · LEASE/PURCHASE PD VEHICLE	0.00	0.00	20,700.00	-20,700.00	
6153 · JAIL SERVICE FEES	275.00	1,500.00	1,800.00	-300.00	
6154 · EMERGENCY MANAGMENT	225.88	3,070.09	2,900.00	170.09	
6155 · PD 2013 TRUCK LOAN/BRAZOS BANK	494.07	3,952.56	6,000.00	-2,047.44	
6156 · MEDICAL DIRECTOR FEES	0.00	0.00	3,600.00	-3,600.00	
6157 · POLICE DEPT TRUCK PURCHASE	0.00	0.00	7,000.00	-7,000.00	
8012 · PW SUPERVISOR	0.00	25,000.00	25,000.00	0.00	
8101 · EMPLOYEE LABOR	3,314.00	31,756.50	60,000.00	-28,243.50	
8102 · OVERTIME LABOR PW	518.51	9,520.91	10,000.00	-479.09	
8103 · OIL/GAS/GREASE	0.00	3,454.33	13,000.00	-9,545.67	
8104 · SIGNS	0.00	2,450.52	4,000.00	-1,549.48	
8105 · TOOLS & EQ RENTAL	0.00	5,739.81	2,000.00	3,739.81	
8106 · STREET PAVING AND REPAIR	9,528.30	14,882.66	35,000.00	-20,117.34	

[illegible]

System Fund Budget Performance - April 2014

	<u>April</u>	<u>Oct - Apr</u>	<u>Budget</u>	<u>Over / Under</u>
Income				
3100 · SALE OF WATER	27,877.23	213,498.00	380,000.00	-166,502.00
3121 · WATER TAP FEES	0.00	4,250.00	7,000.00	-2,750.00
3200 · SEWER SYSTEM REVENUES	10,732.15	84,665.66	140,000.00	-55,334.34
3600 · MISC INCOME/DEPOSITS	0.00	0.00	500.00	-500.00
3602 · INTEREST EARNED	0.00	0.00	100.00	-100.00
3605 · WATER LATE CHARGES	340.00	3,927.61	6,000.00	-2,072.39
3630 · WATER RECONNECT FEE	600.00	1,200.00	2,000.00	-800.00
3650 · SEPTIC TANK PERMIT FEE	410.00	6,140.00	5,000.00	1,140.00
3704 · SEWER TAP FEES	0.00	-10,000.00	48,000.00	-58,000.00
3714 · TRANSFER FROM GENERAL FUND	0.00	25,000.00	0.00	25,000.00
Total Income	39,959.38	328,681.27	588,600.00	-259,918.73
Expense				
9100 · PAYROLL	5,618.50	48,361.41	70,000.00	-21,638.59
9101 · PUBLIC WORKS SUPERVISOR	3,846.16	7,968.01	25,000.00	-17,031.99
9105 · PAYROLL CLERICAL	1,901.03	11,306.97	24,000.00	-12,693.03
9110 · ALL OVER TIME	356.17	10,826.25	10,000.00	826.25
9140 · HEALTH/LIFE INSURANCE	-190.10	8,424.79	22,500.00	-14,075.21
9150 · FICA MATCH/SUI	1,824.30	9,571.85	10,000.00	-428.15
9170 · WORK COMP INSURANCE	0.00	0.00	7,500.00	-7,500.00
9180 · TMRS CITY PORTION 2.22	69.56	715.06	2,000.00	-1,284.94
9200 · OFFICE SUPPLIES	0.00	1,252.12	2,000.00	-747.88
9220 · POSTAGE	1,000.00	3,369.35	4,500.00	-1,130.65
9230 · CHEMICAL EXPENSE	512.36	5,849.96	12,000.00	-6,150.04
9240 · FUEL	1,119.12	4,809.02	12,500.00	-7,690.98
9250 · PLUMBING PARTS AND SUPPLIES	5,187.04	14,677.80	20,000.00	-5,322.20
9270 · UNIFORM EXPENSE	0.00	0.00	1,000.00	-1,000.00
9400 · LANDLEASE (WELL)	0.00	0.00	300.00	-300.00
9405 · REPAIRS VEHICLE/EQUIPMENT	0.00	268.14	6,500.00	-6,231.86
9461 · WELL SERVICE REPAIR	0.00	1,675.54	15,000.00	-13,324.46
9465 · EQUIPMENT RENTAL	451.60	3,272.39	2,500.00	772.39
9490 · SEWER SYSTEM EXPENSE/MAINT	1,449.13	18,581.12	20,000.00	-1,418.88
9494 · BUILDING MAINTENANCE	0.00	259.25	2,500.00	-2,240.75
9500 · TRAINING EXPENSE	74.70	3,267.79	1,000.00	2,267.79
9501 · UTILITIES	1,287.15	8,544.50	15,000.00	-6,455.50
9502 · FEES/TCEQ/MISC	30.00	8,923.60	5,500.00	3,423.60
9504 · SEWER UTILITIES	822.22	5,398.04	9,000.00	-3,601.96

95	PROFESSIONAL FEES	136.50	0	1,000.00	-863.50
9540	AUDITOR	0.00	0.00	3,500.00	-3,500.00
9550	HEALTH DEPARTMENT	60.00	985.48	2,000.00	-1,014.52
9555	CRG SEWER CHANGE ORDER(NEW/LINE)	1,746.47	12,225.29	21,000.00	-8,774.71
		0.00	3,055.35	14,000.00	-10,944.65
		0.00	13,250.00	53,000.00	-39,750.00
	Total 9557 · SEWER TREATMENT OYSTER CRK	0.00	16,305.35	67,000.00	-50,694.65
9567	PUBLIC WATER DISPENSER	78.45	766.20	5,000.00	-4,233.80
9590	TELEPHONE	372.90	3,127.10	5,000.00	-1,872.90
9600	BOND MAINT FEE	0.00	0.00	1,800.00	-1,800.00
9601	WINDSTORM/FIRE INSURANCE	0.00	0.00	1,000.00	-1,000.00
9602	LIABILITY INSURANCE	1,019.50	1,019.50	6,000.00	-4,980.50
9603	MISCELLANEOUS	0.00	278.77	500.00	-221.23
9604	CONTINGENCY	0.00	0.00	1,185.00	-1,185.00
9605	BANK/CREDIT CARD CHGS	175.00	2,753.12	3,000.00	-246.88
9700	WATER TREATMENT/EQUIPMENT	0.00	165.00	0.00	165.00
9708	OFFICE HARDWARE/SOFTWARE EQ	0.00	60.80	1,000.00	-939.20
9726	COPIER	121.58	334.07	200.00	134.07
9755	TOOL & EQUIPMENT PURCHASES	0.00	14,806.58	3,000.00	11,806.58
9756	YUCCA WATER WELL LOAN	0.00	0.00	35,200.00	-35,200.00
9800	TWDB RESERVE TEXPOOL	0.00	5,207.50	68,500.00	-63,292.50
9810	TRANSFER TO TWDB 97 DEBT SERVICE	0.00	0.00	0.00	0.00
9811	TWDB 1997 BOND PAYMENTS	0.00	24,063.12	50,415.00	-26,351.88
9820	USDA LOAN PMT 1 AND 2	0.00	-6,369.38	12,000.00	-18,369.38
9906	CONSTR IN PROGRESS TWDB 06	0.00	-6,369.38	0.00	-6,369.38
Total Expense		29,069.34	253,187.96	588,600.00	-335,412.04
		10,890.04	75,493.31	0.00	75,493.31
		10,890.04	75,493.31	0.00	75,493.31

Beach Fund Budget Performance April 2014

		<u>April</u>	<u>Oct - Apr</u>	<u>Budget</u>	<u>Over Under</u>
Income					
	3100 · STATE BEACH FUNDS	0.00	0.00	32,000.00	-32,000.00
	3110 · SEASONAL PERMIT SALES	16,354.00	23,450.00	290,000.00	-266,550.00
	3130 · S-PERMIT SALES REtail	0.00	0.00	29,000.00	-29,000.00
	3600 · OTHER INCOME	22.00	22.00	100.00	-78.00
	3601 · SNOW-FENCE PURCHASES	0.00	320.00	1,500.00	-1,180.00
	3609 · TRANSFER FROM HOTEL FUND	0.00	91,000.00	91,000.00	0.00
	Total Income	16,376.00	114,792.00	443,600.00	-328,808.00
Gross Profit		16,376.00	114,792.00	443,600.00	-328,808.00
Expense					
	7100 · WAGES	2,952.00	7,397.60	35,000.00	-27,602.40
	7101 · TMRS CITY PORTION	78.41	569.56	2,000.00	-1,430.44
	7104 · ADMINISTRATIVE LABOR	0.00	875.00	3,500.00	-2,625.00
	7105 · BEACH CLEANUP EMPLOYEE	2,934.38	22,327.14	71,000.00	-48,672.86
	7106 · BEACH PATROL POLICE OFFICER	9,377.00	68,222.00	100,000.00	-31,778.00
	7108 · HEALTH INSURANCE	-146.08	7,204.08	16,000.00	-8,795.92
	7110 · OVERTIME BOOTH ATTENDANT	0.00	0.00	3,500.00	-3,500.00
	7150 · FICA MATCH/SUTA	2,030.70	9,360.50	19,000.00	-9,639.50
	7170 · WORK COMP	0.00	39.34	5,500.00	-5,460.66
	7200 · OFFICE SUPPLIES	0.00	223.57	500.00	-276.43
	7250 · PERMIT DECALS	0.00	2,940.43	5,000.00	-2,059.57
	7255 · TRASH BARRELS	0.00	0.00	500.00	-500.00
	7256 · CABANAS	0.00	0.00	1,500.00	-1,500.00
	7260 · SIGN/BARACADE EXPENSE	516.49	2,748.26	3,000.00	-251.74
	7270 · UNIFORM EXPENSE	0.00	0.00	300.00	-300.00
	7400 · S/PARK REPAIRS	0.00	0.00	2,500.00	-2,500.00
	7480 · EQ REPAIRS	197.00	322.00	5,000.00	-4,678.00
	7490 · ENTRANCE ACCESS	965.00	965.00	1,500.00	-535.00
	7501 · PARK UTILITIES	0.00	0.00	2,500.00	-2,500.00
	7520 · TRASH BAGS	0.00	832.30	11,000.00	-10,167.70
	7530 · WALKOVERS	0.00	0.00	500.00	-500.00
	7540 · AUDIT EXPENSE	0.00	0.00	5,000.00	-5,000.00
	7560 · PORTABLE TOILET SERVICE	1,805.00	7,315.00	30,000.00	-22,685.00
	7601 · WIND INS S/PARK	0.00	0.00	8,000.00	-8,000.00
	7602 · LIABILTY INSURANCE	0.00	0.00	4,500.00	-4,500.00
	7603 · BEACH MISC	61.08	99.04	1,500.00	-1,400.96
	7604 · CONTINGENCY	0.00	0.00	2,500.00	-2,500.00
	7605 · BOOTHS	681.05	681.05	300.00	381.05
	7606 · CRAB PIER	0.00	0.00	500.00	-500.00
	7607 · PORT O LET HOLDERS	0.00	0.00	500.00	-500.00

	7608 · S/PARK MISC	0.00	0.00	500.00	-500.00
	7611 · FLOOD INS S/PARK	0.00	4,994.00	4,500.00	494.00
	7612 · FUEL	1,000.99	1,000.99	12,500.00	-11,499.01
	7613 · ROLLOFFS	1,080.00	1,390.00	13,000.00	-11,610.00
	7614 · SANDFENCE	0.00	0.00	6,750.00	-6,750.00
	7630 · EQ PURCHASE / RENTAL	2,014.50	7,409.75	25,000.00	-17,590.25
	7631 · RESERVE/CAPITAL IMP	0.00	2,170.00	36,750.00	-34,580.00
	7632 · PURCHASE OF VEHICLE FOR BEACH	330.00	3,389.05	2,500.00	889.05
	Total Expense	25,877.52	152,475.66	443,600.00	-291,124.34
		-9,501.52	-37,683.66	0.00	-37,683.66

Hotel Fund Budget Performance April 2014

			<u>April</u>	<u>Oct - Apr</u>	<u>Budget</u>
		Income			
		FT VELASCO DONATIONS	0.00	834.13	0.00
		3303. HOTEL/MOTEL 2011/2012	0.00	1,553.31	0.00
		3304. HOTEL/MOTEL 2012-2013	0.00	3,202.32	0.00
		3305 · HOTEL/MOTEL 2013-2014	10,008.61	30,693.33	165,000.00
		3404 · MISCELLANEOUS DONATIONS	0.00	34.25	0.00
		3602 · INTEREST EARNED	0.00	0.00	10.00
		Total Income	10,008.61	36,317.34	165,010.00
		Expense			
		FT VELASCO DINNER EXPENSE	0.00	920.40	0.00
		4400 · BEAUTIFICATION PROJECT	0.00	2,752.58	5,000.00
		4410 · PARK LANDSCAPE	0.00	0.00	2,500.00
		4420 · BEACH MAINTENANCE	0.00	21,000.00	21,000.00
		4430 · STAHLMAN PARK	0.00	20,000.00	20,000.00
		4440 · BEACH SECURITY	0.00	50,000.00	50,000.00
		4450 · FLAG EXPENSE	0.00	359.99	1,000.00
		4480 · PARK IMP/NATURE TRAIL	0.00	0.00	5,000.00
		4510 · ADVERTISING EXPENSE	150.00	19,469.00	20,000.00
		4530 · BRAZOSPORT CHAMBER	0.00	10,000.00	10,000.00
		4540 · AUDIT EXPENSE	0.00	12,750.00	4,000.00
		4550 · MUSEUM EXPENSE	0.00	0.00	3,000.00
		4560 · SPECIAL EVENTS/PROJECTS	0.00	0.00	1,000.00
		4570 · WEB MASTER	0.00	1,200.00	3,200.00
		4602 · TML LIABILTY INSURANCE	0.00	0.00	200.00
		4603 · MISCELLANEOUS	0.00	165.00	200.00
		4604 · CONTINGENCY FUND	0.00	400.00	500.00
		4700 · RESERVE TEXPOOL EXPENSE	0.00	0.00	3,410.00
		4713 · BOAT RAMP- MTNCE/UPKEEP	54.18	337.86	15,000.00
		Total Expense	204.18	139,354.83	165,010.00
		Net Income	9,804.43	-103,037.49	0.00