

**CITY OF SOUTH PADRE ISLAND
ECONOMIC DEVELOPMENT CORPORATION
NOTICE OF WORKSHOP
BOARD ORIENTATION**

Note: One or more members of the South Padre Island City Council may attend this meeting. If so, this statement satisfies the requirements of the Open Meetings Act

Notice is hereby given that the Economic Development Corporation Board of Directors of the City of South Padre Island, Texas, will hold a workshop immediately following its regular meeting on Wednesday, March 29th, 2017 at 9:00 a.m. at the South Padre Island Birding and Nature Center, 2nd floor Conference Room, 6801 Padre Blvd., South Padre Island, Texas. Following is the agenda on which action may be taken:

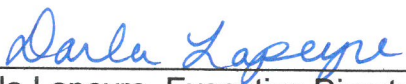
1. **Call to order**
2. **Pledge of Allegiance**
3. **Review the South Padre Island Birding and Nature Center as a designated EDC project including the history, bond information, and operations agreement**
4. **Review the 2016-17 Budget and Financials including pending projects, and discuss the budget for the 2017-18 fiscal year**
5. **Review the EDC history including past projects and previous strategic planning session**
6. **Review the proposal for professional facilitation services for strategic planning from Opportunity Strategies- Austin, Texas**
7. **Discuss the EDC branding and logo**
8. **Adjournment**

We reserve the right to go into Executive Session regarding any of the items posted on this agenda, pursuant to Sections 551-071, Consultation with Attorney; 551.072, Deliberations about Real Property; 551.073, Deliberations about Gifts & Donations; 551-074, Personnel Matters; 551-076, Deliberations about Security Devices; and/or 551.086, Deliberation regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1)

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Directors of the City of South Padre Island Economic Development Corporation is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall which will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 24th day of March, 2017

SEAL



Darla Lapeyre, Executive Director

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact Jay Mitchim, ADA-designated responsible party, at (956)761-1025.

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HISTORY

THE SOUTH PADRE ISLAND BIRDING AND NATURE CENTER

BACKGROUND

- 1999- World Birding Center was established through Texas Parks and Wildlife, US Fish and Wildlife and 9 valley communities, including South Padre Island
- 2000-South Padre Island Economic Development Corporation took on the Birding Center as one of their projects
- 2001- Design work and planning the facility began with Richter Architects out of Corpus Christi
- 2003-Major land acquisition changed the dynamic of the project
- 2004-Hired Chase Studio to design Exhibits
- 2005-Election to allow the EDC to spend funds on the facility was passed by SPI voters
- 2005- Formed 501c3 , began seeking grants and donations
- 2006-Hired Terry Ray Construction for the Construction Manager at Risk
- 2006-Received \$1,000,000 special appropriation from Texas Parks and Wildlife (Senator Lucio)
- 2007-Sales Tax Revenue Bonds approved by the EDC board and the Board of Aldermen
- Groundbreaking August 8, 2007
- Opening September 2009

WHY A BIRDING CENTER FOR SOUTH PADRE ISLAND?

- Location
 - The exhibits will take visitors on an educational voyage from the waters of the Gulf of Mexico through the dunes and into the Laguna Madre
 - Directly across the Laguna Madre lies the Laguna Atascosa Refuge with greatest number of bird species in the nation (413)
 - The impressive diversity of birds during a migration "fall out" phenomenon is a spectacular viewing experience
 - Pristine wetlands adjacent to the existing Laguna Madre Nature Trail boardwalks
- Dollars and Sense
 - Birding is the most dynamic growth sector within the outdoor recreation market, more than hunting and fishing
 - US Fish and Wildlife estimated in 2001 the annual impact to the RGV was over \$100 million
 - 71.2 million people in the US viewed birds in 2003, a 55% increase over the mid-1990's
 - USFWS also reported bird watching contributed \$1.3 billion in direct expenditures to the Texas economy, \$32 billion nationally

- Economic contribution from the SPI facility should be between \$13.8 and \$27.5 million annually according to Fermata, Inc.
- Birding activities at nature centers bring significant revenue to local communities
- Birding is better with quality visitor facility enhancements and interpretive material, especially in engaging the novice
- Birding builds school science education and strengthens family and community bonds

DESIGN

- 10,000 square foot Visitor's Center
- Features include an exhibit hall, an auditorium, a gift shop, a public meeting room, an observation tower, and the EDC office
- 3,800 *additional* linear feet of boardwalks to tie into the existing Laguna Madre Nature Trail (1,500 linear feet)
- Five additional Bird Blinds
- Habitat enhancement

STAKEHOLDERS

- South Padre Island Economic Development Corporation
- Texas Parks and Wildlife
- Texas General Land Office
- University of Texas Pan American Coastal Studies Lab
- The Nature Conservancy
- Valley Land Fund
- Cameron County
- Town of South Padre Island
- SPI Convention and Visitor's Bureau
- Laguna Madre Water District
- World Birding Center
- Earthspan
- Point Isabel ISD
- University of Texas at Brownsville
- Gladys Porter Zoo
- AEP/CPL
- U.S. Fish and Wildlife

NEXT STEPS

- Continue to solicit grants and donations
- Continue working with stakeholders to develop the programs and amenities for the facility – the universities, refuges, school districts, WBC sites, etc.

Document was written April 2009

Lease and Operations Agreement

Basic Information

Date: October 1, 2014

Owner: South Padre Island Economic Development Corporation, an economic development corporation incorporated pursuant to the Texas Local Government Code

Owner's Address: 6801 Padre Blvd., South Padre Island, TX 78597

Tenant/Operator: South Padre Island Birding and Nature Center, Inc., a non-profit corporation

Tenant/Operator's Address: 6801 Padre Blvd., South Padre Island, TX 78597

Tenant/Operator's Trade Name: Birding and Nature Center

Premises/Center

Street address/suite: 6801 Padre Blvd.

City, state, zip: South Padre Island, TX 78597

Term (months): 12 months

Commencement Date: October 1, 2014

Termination Date: September 30, 2015, unless earlier terminated in accordance with the terms of this agreement. The Lease and Operations Agreement (hereinafter "the Agreement"), Term will be automatically extended for an additional 12 months unless either Owner or Tenant/Operator gives the other party written notice of intent to terminate at least 60 days before the applicable Termination Date. However, the Base Rent will be discussed and agreed to by the parties 60 days prior to the extension.

Base Rent (Annually): \$10.00

Tenant/Operator's Pro Rata Share: currently 100 %

Permitted Use: The "Birding and Nature Center," open to the public, for charitable, educational, cultural, community, scientific and research purposes and events, including, but not limited to, as a nature center providing environmental education and promoting conservation action through programs, classes and other activities; as a sanctuary for the protection of birds, other wildlife and their habitat; as a venue for fundraising, private party, wedding, community, parking concessions and other events; together with uses incidental thereto; and consisting of office, theater and classroom space, meeting space, storage, exhibits, food concession(s), a shop for the sale of items determined by the Tenant/Operator, demonstration gardens, interpretive areas and trails, and driveways and parking areas.

Operating Hours:

The minimum hours of operation are listed below and may be extended at the discretion of the Tenant. Operator:

[except Thanksgiving Day and Christmas Day – Premises closed]

Weekdays: 9:00 a.m. to 5:00 p.m.

Saturdays: 9:00 a.m. to 5:00 p.m.

Sundays: 9:00 a.m. to 5:00 p.m.

Tenant/Operator's Insurance: As required by Insurance Addendum

Owner's Insurance: As required by Insurance Addendum

Tenant/Operator's Rebuilding Obligations: If the Premises/Center are damaged by windstorm, hurricane, fire or other elements, Tenant/Operator will be responsible for repairing or rebuilding from insurance proceeds any Tenant/Operator leasehold improvements

A. Definitions

A.1. "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

A.2. "CAM Charge" means the reasonable cost of ownership, operation, and maintenance of the Common Areas.

A.3. "Common Areas" means all facilities and areas of the Premises/Center that are intended and designated by Owner from time to time for the common, general, and nonexclusive use of owner and all tenants/operators of the Premises/Center, including but not limited to access drives, sidewalks, open areas, parking lots, *etc.* Owner has the exclusive control over and a superior right to manage the Common Areas.

A.4. "Essential Services" means utility connections reasonably necessary for occupancy of the Premises/Center for the Permitted Use, provided, however, that Tenant/Operator shall be responsible for all charges related to Tenant's usage of electricity, water, sewer, gas, cable, telephone and digital services.

A.5. Intentionally omitted.

A.6. "Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant/Operator is required to maintain.

A.7. Intentionally omitted.

A.8. "Performance Standards" means the standards set forth on the attached Schedule A.8, as the same are amended and supplemented from time to time. Owner and Tenant/Operator agree to cooperate with each other in scheduling meetings well in advance of each Term so that Owner and Tenant/Operator can mutually agree upon Performance Standards based on the parties' budgets.

A.9. "Rent" means Base Rent plus any other amounts of money payable by

Tenant/Operator to Owner.

A.10. "Taxes and Insurance" means all ad valorem taxes and all insurance costs incurred by Owner with respect to the Premises/Center.

B. Tenant/Operator's Obligations

***B.1.* Tenant/Operator agrees to—**

B.1.a. Lease, manage and operate the Premises/Center for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Accept the Premises/Center in their present condition "AS IS," the Premises/Center being currently suitable for the Permitted Use.

B.1.c. Obey (i) all laws relating to Tenant/Operator's use, maintenance of the condition, and occupancy of the Premises/Center and Tenant/Operator's use of any Common Areas in the Premises/Center; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises/Center or Premises/Center; and (iii) any rules and regulations of the Premises/Center adopted by Owner.

B.1.d. Pay within 10 days after demand by Owner the Base Rent to Owner at Owner's Address.

B.1.e. Use a security/lock system approved by Owner and provide Owner with such keys and codes as are necessary to access all areas of the Premises.

B.1.f. If required by Owner, pay Tenant/Operator's Pro Rata Share of the monthly CAM Charge and monthly Taxes and Insurance on or before the first day of each month. The initial charges are based on Owner's estimates and are set forth in the Basic Terms. Owner may adjust the monthly payment from time to time by notice to Tenant/Operator. If the actual amount of Tenant/Operator's Pro Rata Share of actual costs for any period exceeds the amount paid by Tenant/Operator, Tenant/Operator will pay to Owner the deficiency within fifteen days following notice from Owner; if the amount paid by Tenant/Operator exceeds Tenant/Operator's Pro Rata Share of the actual cost, then the surplus will be credited to the next payment due by Tenant/Operator, or Owner may refund the net surplus.

B.1.g. Obtain and pay for all utility services used by Tenant/Operator and not provided by Owner.

B.1.h. Pay Tenant/Operator's Pro Rata Share of any utility services provided by Owner, and all charges related to Tenant's usage of electricity, water, sewer, gas, cable, telephone and digital services.

B.1.i. Allow Owner to enter the Premises/Center to perform Owner's obligations, inspect the Premises/Center, and show the Premises/Center to others; and upon reasonable prior notice to Tenant/Operator and at mutually agreeable times, to use the Premises/Center in ways not inconsistent with Tenant/Operator's use.

B.1.j. Repair, replace, and maintain any part of the Premises/Center that Owner is not obligated to repair, replace, or maintain, normal wear excepted.

B.1.k. Keep the sidewalks, service ways, and loading areas adjacent to the Premises/Center clean and unobstructed.

B.1.l. Submit in writing to Owner any request for repairs, replacement, and maintenance that are the obligations of Owner.

B.1.m. (i) Continuously and in good faith conduct on the entire Premises/Center the type of business for which the Premises/Center are leased and established, in an efficient and reputable manner and (ii) except during reasonable periods for repairing, cleaning, and decorating, keep the Premises/Center open to the public for business during Operating Hours so as to produce the maximum amount of Gross Sales.

B.1.n. Meet or exceed the Performance Standards set forth on Schedule A.8 attached hereto.

B.1.o. Vacate the Premises/Center on the last day of the Term.

B.1.p. On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the agreement, identifies any amendments to the agreement, describes any rights to extend the Term or purchase rights, lists defaults by Owner, and provides any other information reasonably requested.

B.1.q. INDEMNIFY, DEFEND, AND HOLD OWNER AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES/CENTER. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT/OPERATOR'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF OWNER BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER AND THEIR RESPECTIVE AGENTS.**

B.2. Tenant/Operator agrees not to—

B.2.a. Use the Premises/Center for any purpose other than the Permitted Use.

B.2.b. Create a nuisance.

B.2.c. Interfere with any other tenant/operator's normal business operations or Owner's use of the Premises/Center.

B.2.d. Permit any waste.

B.2.e. Use the Premises/Center in any way that would increase insurance premiums or void insurance on the Premises/Center.

B.2.f. Change Owner's lock system.

B.2.g. Alter the Premises/Center.

B.2.h. Allow a lien to be placed on the Premises/Center.

B.2.i. Assign this agreement or sublease any portion of the Premises/Center without Owner's written consent.

B.2.j. Use the roof of the Premises/Center.

B.2.k. Place any signs to which Owner objects on the Premises/Center.

C. Owner's Obligations

Owner agrees to—

C.1. Lease to Tenant/Operator the Premises/Center for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.2. Obey all laws relating to Owner's operation of the Premises/Center.

C.3. Provide the Essential Services.

C.4. Repair, replace, and maintain the building, including the (i) roof, (ii) foundation, (iii) structural soundness of the exterior walls, including windows and doors, (iv) boardwalks, sidewalks and driveways, (v) elevators and stair systems.

C.5. INDEMNIFY, DEFEND, AND HOLD TENANT/OPERATOR HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, OCCURRING IN ANY PORTION OF THE COMMON AREAS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF OWNER'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF TENANT/OPERATOR BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT/OPERATOR.**

D. General Provisions

Owner and Tenant/Operator agree to the following:

D.1. Alterations. Any physical additions or improvements to the Premises/Center made by Tenant/Operator will become the property of Owner. Any alterations or improvements to the Premises/Center must first be approved by the Owner. Owner may require that Tenant/Operator, at the end of the Term and at Tenant/Operator's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises/Center to the condition existing at the Commencement Date, normal wear excepted.

D.2. Insurance. Tenant/Operator and Owner will maintain the respective insurance coverage described in the Insurance Addendum.

D.3. Release of Claims/Subrogation. **OWNER AND TENANT/OPERATOR RELEASE EACH OTHER AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES/CENTER OR PREMISES/CENTER, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES/CENTER, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS AGREEMENT. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. OWNER AND TENANT/OPERATOR WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

D.4. Casualty/Total or Partial Destruction

D.4.a. If the Premises/Center are damaged by casualty and, in Owner's sole discretion, can be restored within ninety days, Owner will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises/Center and any improvements within the Premises/Center that are not within Tenant/Operator's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant/Operator will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property and performing Tenant/Operator's Rebuilding Obligations. If Owner fails to complete the portion of the restoration for which Owner is responsible within ninety days from the date of written notification by Tenant/Operator to Owner of the casualty,

Tenant/Operator may terminate this agreement by written notice delivered to Owner before Owner completes Owner's restoration obligations.

D.5.b. If Owner cannot complete the portion of the restoration for which Owner is responsible within ninety days, Owner has an option to restore the Premises/Center. If Owner chooses not to restore, this agreement will terminate. If *Owner* chooses to restore, Owner will notify Tenant/Operator in writing of the estimated time to restore and give Tenant/Operator an option to terminate this agreement by notifying Owner in writing within ten days from receipt of Owner's estimate. If Tenant/Operator does not notify Owner timely of Tenant/Operator's election to terminate this agreement, the agreement will continue and Owner will restore the Premises/Center as provided in D.5.a. above.

D.6. Condemnation/Substantial or Partial Taking

D.6.a. If the Premises/Center cannot be used for the purposes contemplated by this agreement because of condemnation or purchase in lieu of condemnation, this agreement will terminate.

D.6.b. Tenant/Operator will have no claim to the condemnation award or proceeds in lieu of condemnation, except for relocation or other benefits that are payable to Tenant/Operator by the condemning authority but that do not reduce the award or proceeds payable to Owner.

D.7.. Default by Tenant/Operator/Owner's Remedies. Owner's remedies for Tenant/Operator's default are to (a) enter and take possession of the Premises/Center, after which Owner may relet the Premises/Center on behalf of Tenant/Operator and receive the rent directly by reason of the reletting, and Tenant/Operator agrees to reimburse Owner for any expenditures made in order to relet, (b) enter the Premises/Center and perform Tenant/Operator's obligations, and (c) terminate this agreement by written notice and sue for damages. Owner may enter and take possession of the Premises/Center by self-help, by picking or changing locks if necessary, and may lock out Tenant/Operator or any other person who may be occupying the Premises/Center, until the default is cured, without being liable for damages.

D.8.. Default/Waiver/Mitigation. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by applicable law. Owner and Tenant/Operator have a duty to mitigate damages.

D.9. Non-Exclusive Use/Reservation of Owner Rights. The Premises/Center are for the non-exclusive use of Tenant/Operator. Owner reserves the right to

- a. use the Premises/Center or portions thereof for Owner's own use from time to time, and agrees to cooperate with Tenant/Operator in scheduling of events to avoid conflicts;
- b. exclusive use of at least one office in the Premises/Center, as designated by Owner, for use by Owner's Executive Director and staff;

c. rent portions of the Premises/Center to other tenants/operators upon reasonable notice to Tenant/Operator provided that Owner reasonably accommodates Tenant/Operator's needs for use of the Premises/Center in the event of any such rental; and

d. allow the use of and tie-ins to the Premises/Center for promoting and facilitating the Eco-Tourism Project and its component parts.

D.10. Holdover. If Tenant/Operator does not vacate the Premises/Center following termination of this agreement, Tenant/Operator will become a Tenant/Operator at will and must vacate the Premises/Center on receipt of notice from Owner. No holding over by Tenant/Operator, whether with or without the consent of Owner, will extend the Term.

D.11. Entire Agreement. This agreement, its exhibits, addenda, and riders are the entire agreement of the parties concerning the occupation and operation of the Premises/Center by Tenant/Operator. There are no unwritten representations, warranties, agreements, or promises pertaining to the Premises/Center, and Tenant/Operator is not relying on any statements or representations of any agent of Owner, that are not in this agreement and any exhibits, addenda, and riders. This agreement supersedes all prior agreements between the parties concerning the occupation and operation of the Premises/Center by Tenant/Operator, including that Operations Agreement dated 6/21/11, as the same was subsequently amended.

D.12. Amendment of Agreement. This agreement may be amended only by an instrument in writing signed by Owner and Tenant/Operator.

D.13. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS AGREEMENT.

D.14. Notices. Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

D.15. Use of Common Areas. Tenant/Operator will have the nonexclusive right to use the Common Areas subject to such reasonable rules and regulations that Owner may prescribe.

D.16. Abandoned Property. Owner may retain, destroy, or dispose of any property left on the Premises/Center at the end of the Term.

Insurance Addendum to Lease

This insurance addendum is part of the lease.

A. Tenant/Operator agrees to maintain—

1. Causes of loss—special form insurance on Tenant/Operator's leasehold improvements and personal property in the Premises/Center in an amount equal to the full replacement cost, including any windstorm insurance coverage desired by Tenant/Operator for its personal property in the Premises/Center.
2. Worker's Compensation insurance covering all of Tenant/Operator's employees.

B. Owner agrees to maintain—

1. Causes of loss—special form insurance upon the building in which the Premises/Center are located in an amount equal to the full replacement cost.
2. Commercial general liability insurance, including contractual liability insurance coverage, covering: (1) the property in which the Premises/Center are located, (2) Owner's operations, and (3) Tenant/Operator's operations within the Premises/Center, in the Building and on the Property, with combined single limits of not less than \$1,000,000 per occurrence for bodily injury or property damage.
3. Windstorm and flood insurance on the building in an amount equal to the full replacement cost.
4. Owner shall maintain the policy for the benefit of Owner and Tenant/Operator. However, Tenant/Operator shall reimburse Owner for all costs associated with the policy.

C. Owner and Tenant/Operator agree that—

The causes of loss—special form insurance policies maintained by them shall contain (a) an agreed evaluation provision in lieu of a co-insurance clause, (b) an increased-cost-of-construction clause, (c) debris removal coverage, and (d) a waiver-of-subrogation clause in favor of the party not carrying the insurance.

D. Authority of Signatories: The person signing on behalf of Owner and Tenant/Operator each represent, warrant and covenant that such person has authority to enter into and sign this lease on behalf of the party for whom each is signing, and that all requisite action by such party for entering into this lease and authorizing such person to sign on behalf of such party has occurred.

SOUTH PADRE ISLAND ECONOMIC
DEVELOPMENT CORPORATION

Ray D. Bailey
By: Ray Bailey
Its: President

SOUTH PADRE ISLAND BIRDING AND
NATURE CENTER, INC.

Lynne Tate
By: LYNNE TATE
Its: President

SCHEDULE A.8
[Performance Standards]

A.8.1. Budget Submission. On or before May 1 of each calendar year, Tenant/Operator shall submit to Owner and seek approval of a written proposed Budget for the upcoming fiscal year [October 1 through September 30). Owner may approve or disapprove the proposed Budget in Owner's reasonable discretion. Tenant/Operator shall thereafter submit revised proposed Budgets as may be requested by Owner until such time as Tenant/Operator has submitted a Budget acceptable to Owner.

A.8.2. Funding of Budget Shortfalls. Provided that Tenant/Operator has met the Performance Standards set forth in this Schedule, Owner shall pay Tenant/Operator expenditures approved by Owner.

A.8.3. Monthly Financial Reports. At the regularly scheduled monthly meetings of Owner, Tenant/Operator shall provide Owner with monthly financial reports, including Cash Flow, Balance Sheet, and Profit/Loss Statements for the period previous to the current period, prepared by a certified public accountant according to generally accepted principals consistently applied.

A.8.4. Standards: The parties agree to meet and develop mutually agreeable performance standards by March 1, 2015, which performance standards each party will present to its next regularly-scheduled Board for approval by such party. The approved performance standards shall become an amendment to this lease.

*Approved 7/6/16
by City Council*

EDC Budget for Fiscal Year 2016-17

	Budget Approved for 2015-2016	YTD as of 5/31/16	Increase/Decrease	Budget Approved for 2016-17	Notes
REVENUE					
Sales tax	\$ 770,000	\$ 394,716	\$ -	\$ 770,000	
Revolving Loan Revenue(Principal)	10,274	5,983	419	10,693	BNC Loan - Principal
Interest Revenue (BNC Loan)	2,501	1,642	(418)	2,083	BNC Loan - Interest
Miscellaneous Revenue		20	(20)	(20)	
Total Revenue	782,775	402,361	(19)	782,756	
EXPENSES					
ADMINISTRATIVE - EDC					
Salary	\$ 59,000	\$ 36,625	\$ -	\$ 59,000	
Medicare	1,109	559	-	1,109	
Group insurance	5,874	3,842	1,100	6,974	
Retirement	7,661	4,324	(23)	7,638	
Workers compensation	137	-	100	237	
Unemployment Tax	423	41	(243)	180	
TOTAL ADMINISTRATIVE- EDC	74,204	45,391	934	75,138	
OPERATING - EDC					
Office supplies	1,350	276	(350)	1,000	
Local meetings	500	54	-	500	Business lunches, meeting supplies
Books, publications	600	332	-	600	Nielsen Demographics, PJ Press, Valley Star
Postage	200	27	-	200	Stamps, Shipping Charges (UPS, Lone Star)
Information Technology	1,500	-	-	1,500	Printer, IT equipment, accessories
Communication	800	567	-	800	Fax line
Training	1,500	79	-	1,500	TEDC, Seminars, Webinars
Insurance				1,000	D&O Liability
Professional services					
Legal	2,000			2,000	
Web	3,000			3,000	Annual fees for Website and software
Audit/Other	2,500		1,000	3,500	Reimburse City for Audit and Bank Services
Total Professional Svcs.	7,500	4,256	1,000	8,500	Total of Lines 29-31
Advertising	3,500	1,245	-	3,500	Chamber, Classifieds, RGV Partnership
Travel	2,000	-	3,000	5,000	TEDC, Sales tax training, Recruitment Mileage
Promotions	3,000	500	-	3,000	Marketing, Sponsorships
Dues & Memberships	1,000	950	-	1,000	TEDC, RGV Partnership, Texas Downtown Assoc
TOTAL OPERATING- EDC	\$ 23,450	8,286	3,650	\$ 27,100	

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Approved 7/6/16
by City Council

	Budget Approved for 2015-2016	YTD as of 5/31/16	Increase/Decrease	Budget Approved for 2016-17	Notes
<u>BIRDING CENTER -EXPENSES</u>					
Insurance	\$ 55,000	\$ 42,783	\$	55,000	TWIA, Flood, Liability
Building Maintenance	15,000	2,324		15,000	Elevator Service Agmt \$1,100 quarterly
Habitat Maintenance			25,000	25,000	Cattail Removal/Pond Restoration
Cash Advances	20,000	9,100		20,000	BNC Revenue shortfalls
BIRDING CENTER EXPENSES	\$ 90,000	\$ 54,207	\$ 25,000	\$ 115,000	
TRANSFER TO DEBT SERVICE	422,834	281,889	(28,803)	394,031	Bond payment for BNC
<u>TOTAL ADMIN., OPER., & IFRS</u>	610,488	389,772	781	611,269	
<u>PROJECTS</u>					
Lobbyist	25,000	17,384	-	25,000	
Economic Consulting	4,000	4,000	-	4,000	Annual Index since 1994 /Dr. Malki
Business Recruitment/Development	35,000	5,195	-	35,000	Kauffman Entrepreneur, SandDollars for Success
Gulf of Mexico Nature Center	5,000		(5,000)	-	
Designated projects	103,287	39,856	4,200	107,487	Façade Imprvmt Program, Grants, Other Projects
<u>TOTAL PROJECTS</u>	172,287	66,435	(800)	171,487	
<u>TOTAL EXPENSES</u>	\$ 782,775	\$ 456,207	(19)	\$ 782,756	



South Padre Island Economic Development Corporation

2016-17 Projects Timeline

<u>File and Tasks</u>	<u>Start Date</u>	<u>End Date</u>	<u>Completed</u>
ATEPARK			
Approved by the EDC Board		1/19/2016	X
Public Notice in local newspaper	7/21/2016	9/21/2016	
Notice of Public Hearing in local newspaper		9/8/2016	
Public Hearing at EDC Board Meeting		9/20/2016	
Request Budget Amendment from City Council		4/18/2017	
Project Implementation	6/1/2017	10/1/2017	
100 DOLLARS FOR SUCCESS GRANTS			
Approved by the EDC Board		7/19/2016	X
City Council Request for Approval		9/7/2016	
Public Notice in local newspaper	8/25/2016	10/25/2016	
Notice of Public Hearing in local newspaper		9/8/2016	
Public Hearing at EDC Board Meeting		9/20/2016	
Project Implementation	9/8/2016	2/21/2017	
SIGN FAÇADE IMPROVEMENT GRANTS			
Approved by the EDC Board		8/16/2016	X
City Council Request for Approval		9/7/2016	
Public Notice in local newspaper	8/25/2016	10/25/2016	
Notice of Public Hearing in local newspaper		9/8/2016	
Public Hearing at EDC Board Meeting		9/20/2016	
Project Implementation	1/1/2017	9/30/2017	

South Padre Island Economic Development Corporation
(Cameron County)

Have call into
Rodrigo @ City Finance
- is this accurate?
- what should we
budget for bond
payment our fiscal
year 2017-18?

DEBT SERVICE PAYMENTS AND YIELD ON THE BONDS

Date	\$3,485,000 issue dated May 1, 2016*		Total debt service	(1) Adjusted debt service	Present value on May 26, 2016 using a yield of 1.781888%	
	Principal	Interest rate				Interest
10-01-16	\$45,000	2.000%	\$30,677.08	\$75,677.08	\$75,212.36	
04-01-17			43,725.00	43,725.00	43,072.74	
10-01-17	30,000	2.000%	43,725.00	73,725.00	71,983.88	
04-01-18			43,425.00	43,425.00	42,025.04	
10-01-18	310,000	2.000%	43,425.00	353,425.00	339,010.69	
04-01-19			40,325.00	40,325.00	38,338.78	
10-01-19	310,000	2.000%	40,325.00	350,325.00	330,128.40	
04-01-20			37,225.00	37,225.00	34,769.17	
10-01-20	320,000	2.000%	37,225.00	357,225.00	330,711.45	
04-01-21			34,025.00	34,025.00	31,221.47	
10-01-21	320,000	2.000%	34,025.00	354,025.00	321,985.97	
04-01-22			30,825.00	30,825.00	27,787.78	
10-01-22	335,000	2.000%	30,825.00	365,825.00	326,867.71	
04-01-23			27,475.00	27,475.00	24,332.36	
10-01-23	340,000	2.000%	27,475.00	367,475.00	322,568.58	
04-01-24			24,075.00	24,075.00	20,946.35	
10-01-24	350,000	3.000%	24,075.00	374,075.00	322,588.28	
04-01-25			18,825.00	18,825.00	16,090.62	
10-01-25	360,000	3.000%	18,825.00	378,825.00	320,940.23	
04-01-26			13,425.00	13,425.00	11,273.21	
10-01-26	375,000	3.000%	13,425.00	388,425.00	647,885.01	
04-01-27			7,800.00	7,800.00		
10-01-27	390,000	4.000%	7,800.00	397,800.00		
	<u>\$3,485,000</u>		<u>\$672,977.08</u>	<u>\$4,157,977.08</u>	<u>\$4,142,377.08</u>	<u>\$3,699,740.08</u>

The present value of the future payments is equal to:

Principal amount of the Bonds	\$3,485,000.00
Original issue premium	225,384.50
Bond insurance premium	(10,644.42)
	<u>\$3,699,740.08</u>

The sum of the present values of the adjusted debt service payments of the Bonds on May 26, 2016, using a yield of 1.781888%, is equal to the issue price of the Bonds adjusted for the bond insurance premium.

(1) Assumes that the October 1, 2027 maturity is called on October 1, 2026 at 100 percent of par plus accrued interest.

* Interest on the Bonds will accrue from May 26, 2016.



City of South Padre Island, Texas

2017 Legislative Agenda

85th Texas Legislative Session

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I. GENERAL LEGISLATIVE POLICY

PRESERVE THE CITY'S STRATEGIC GOALS & INTERESTS

STATEMENT OF PRESERVATION

As a general policy, the City of South Padre Island seeks to preserve its current authority to govern the city, its citizens, and its property. The City will oppose any legislation viewed as detrimental to the City's strategic goals; or that is contrary to the health, safety, and welfare of its citizens; or that mandates increased costs or loss of revenues; or that would diminish the fundamental authority of the City.

SUPPORT LEGISLATION THAT ADVANCES THE CITY'S STRATEGIC GOALS & INTERESTS

STATEMENT OF SUPPORT

Likewise, the City supports any legislation viewed as advancing the City's strategic goals; or that improves the health, safety, and welfare of its citizens; or that responsibly increases revenues; or that advances the City's authority to conduct public business.

FORM COALITIONS WITH PARTIES THAT SHARE COMMON GOALS AND INTERESTS WITH THE CITY

FORM COALITIONS

The City will form strategic partnerships with cities, political subdivisions, and private sector entities that share common goals with the City of South Padre Island. Additionally, the City will work in coordination with organizations such as the Texas Municipal League when their adopted positions are in line with the legislative objectives and goals of the City. The formation of strategic partnerships and coordinated efforts is intended to provide the City with a stronger presence in the legislative process.

II. PRIORITY LEGISLATIVE AGENDA

A. Preserve Local Budgeting Authority and Revenue Sources

- *Oppose legislation that would unduly restrict the ability of the City to set its own budget or raise the necessary revenue to provide services to City residents and businesses.*

B. Preserve Local Control of Land Use Planning and Zoning

- *Support legislation that preserves local land use authority.*
- *Oppose legislation that would erode local land use authority by restricting the ability of cities to zone or rezone properties.*

C. Continue to Seek Funds for Beach Re-Nourishment

- *Support General Land Office (GLO) appropriations and efforts to make the General Land Office recipient of sporting goods sales tax and work with the GLO on securing a dedicated state fund for CEPRA.*

D. Efforts to Change School Start Date

- *Oppose any legislation which moves the school start date to an earlier date in August.*
- *Support legislation which prevents school districts from changing the school start date in district of innovation applications.*

E. Texas Windstorm Issues

- *Support changes to the present TWIA system which will provide a fairer and more affordable rate for windstorm insurance.*
- *Oppose any regression or surcharges associated with the present system.*

A. Preserve Local Budgeting Authority and Revenue Sources

The City of South Padre Island will oppose legislation that will unduly restrict the ability of the City to set its own budget or raise the necessary revenue to provide services to City residents and businesses.

ISSUES

During the last several Texas Legislative Sessions, proposals have been set forth that would severely limit the ability of cities to set their budgets or raise adequate revenues to carry out their fundamental functions. For example, numerous proposals to “cap” local revenues and property appraisals have been filed in the Texas Legislature. Municipal officials in the City of South Padre Island are sensitive to the tax burden faced by citizens and businesses and are accountable to the local electorate for the decisions they make. However, they are also

mindful that it takes a great deal of flexibility with the local budget to meet the unique demands for services while at the same time preserving the high standards the community has come to expect.

Another issue in previous sessions has been “truth in taxation” legislation. This legislation deals with a municipality’s notice to taxpayers of its intent to lower, maintain at the same level, or raise local property taxes.

Legislators are also talking about lowering thresholds for rollback elections. Some proposals being advocated call for any tax increase to be voted on by the citizens of the taxing authority.

Finally, the legislature often considers proposals that would impose unfunded mandates, would increase municipal costs in other ways, or would reduce municipal revenue. Any of these actions make it more difficult for the City to budget responsibly.

PROBLEM – APPRAISAL CAPS AND REVENUE CAPS

Appraisal and revenue caps undermine the ability of local officials to meet the individual needs and circumstances of their cities. Additionally, one-size-fits-all “caps” violate the fundamental principle of local control. Citizens and businesses have numerous opportunities to provide input to the City of South Padre Island’s budget and tax-rate-setting processes. Most importantly, the citizens of the City get to voice their approval or disapproval of our budgeting performance and tax rates at every City election.

Unfortunately, extremely low appraisal and revenue caps can produce numerous problems. For instance, appraisal caps shift all inequitable tax burden to businesses and new homeowners. This inequitable shift can produce serious long-term negative consequences for the local economy. Revenue caps, on the other hand, require the City to cut services or take on more debt to fund local projects and services. These types of “caps” are particularly harmful to a city like the City of South Padre Island because they prevent the City from adequately dealing with the infrastructure needs and readiness brought on by growth in business and developments.

It is inappropriate for the State of Texas to expect local governments to provide numerous public services with no funding from the State, while at the same time unduly restricting the ability of local governments to raise the necessary levels of revenue to provide the required services.

SOLUTION

If revenue caps are going to be applied to local governments, they should be applied uniformly to the state budget as well. In short, the same rules should apply to all levels of government. The State could also supplement local government funding as other states have done and as the State of Texas does through its school finance plan.

PROBLEM – TRUTH IN TAXATION

Texas legislators continue to feel local governments do not communicate effectively with their constituents about proposed tax increases. They claim local governments use “appraisal creep” to allow them to raise property taxes without the public fully understanding that taxes are being raised. They are proposing a more simplified notice be furnished to taxpayers.

SOLUTION

The City will monitor this legislation. As long as additional expense is not imposed on local governments, most cities feel a notice change or simplification is acceptable.

Support legislation that promotes an accurate understanding of the local budgeting and tax-rate-setting process by citizens.

Support legislation that accurately notifies and explains to taxpayers the actual impacts of the effective tax rate while deleting parts of the notification and adoption process that cause confusion and are inconsistent with the goal of providing a transparent budget and tax-rate-setting process.

Oppose truth-in-taxation measures that would result in a revenue cap.

PROBLEM – ROLLBACK ELECTIONS

Some legislators feel the only way to curtail over spending by local taxing authorities is to require a lower threshold for rollback elections for proposed tax increases. Some lawmakers are advocating rollback elections for any tax increase.

SOLUTION

We will monitor this legislation. City Councils need the flexibility to manage their city. Citizens of each local taxing authority have elected their officials and need to use the ballot box to replace individuals they feel are not being fiscally responsible. The current rollback provisions in current law are fair and do not need to be changed.

Oppose any legislation to change current rollback provisions in the law.

PROBLEM – UNFUNDED MANDATES/REDUCTIONS IN REVENUE

The legislature routinely considers legislation that would require cities to take an action yet would provide no revenue for fulfilling the requirement. An example of these unfunded mandates is a proposal, regularly considered by the legislature, to expand employee health coverage. Similarly, lawmakers have increased the fees that cities must pay for various permits issued by the state. While the City receives very little revenue from the state, what

is received is often a target. For example, in 2011 the legislature reduced the City's share of the mixed beverage tax.

SOLUTION

Oppose unfunded mandates.

Oppose the imposition of new or increased state fees on the City.

Oppose any reduction in municipal revenue.

B. Preserve Local Control of Land Use Planning and Zoning

The City of South Padre Island will support legislation that preserves local land use authority and oppose legislation that will erode local land use authority by restricting the ability of cities to zone or rezone properties.

ISSUE

Over the past few legislative sessions various proposals have been introduced to restrict the ability of cities to enforce their traditional land use controls. Specifically, legislation that requires cities to compensate landowners anytime a zoning classification change (often referred to as a “downzoning”) have become dangerously close to becoming the law. Under these proposals cities would have to compensate landowners, even if the proposed zoning changes did not interfere with the current or intended use of the property. In addition to compensating landowners for zoning changes, proposals have been considered that would require compensation for numerous types of city regulations. For example, previously proposed legislation would have required cities to compensate landowners if they restricted the ability of patrons to smoke on premises or limited the time of day that alcohol could be served. All of these types of local restrictions have been debated under the theory of “regulatory takings.”

Additional legislative proposals would have prevented cities from ever changing the zoning classification of a property if any type of basic permit or site plan has been filed with *any* governmental entity. Since 1999 the Texas Legislature has continually expanded the “permit vesting” statute to include different aspects of city land use authority. The expansion of the “permit vesting” statute is beginning to interfere with the ability of cities to impose orderly, efficient, and comprehensive land use and development plans for their communities.

PROBLEM

Restricting the ability of cities to properly regulate land uses ultimately prevents them from being able to respond to the needs and demands of their citizens. For example, land use controls are used to keep undesirable businesses from locating in neighborhood type settings. Additionally, one of the main reasons people live in cities is to have the protection of a regulated land use system. In short when a home or business locates in a particular city they do so in part to ensure that an incompatible structure will not be placed next to their property.

SOLUTION

The ability of most cities to manage growth and development is based on the Texas constitution's home rule provisions. Cities are allowed to amend charters and pass ordinances as long as they do not conflict with the constitution or general laws enacted by the state legislature. The bottom line means that each home rule city can make its own decisions about what planning tools and techniques are most appropriate to its situation unless those tools have been proscribed by the Texas legislature. The State should be very cautious in proscribing solutions that are only applicable to individual situations because of the vast differences between cities in this large state.

C. Continue to Seek Funds for Beach Re-Nourishment

We will continue to support efforts by the General Land Office to secure permanent funds for nourishment projects on Texas beaches.

ISSUE

Maintaining General Land Office funding in the state's appropriation bill is a constant fight. The General Land Office needs all the help it can get in increasing appropriated funds for beach nourishment. The General Land Office is also seeking part of the sporting goods sales tax as a funding source for beach nourishment along the Texas Coast.

SOLUTION

We will continue to work with the General Land Office to secure adequate funding for coastal beach nourishment projects. We will work with the General Land Office in securing funds from the sporting goods sales tax and also assisting the GLO in seeking a permanent funding sources for KEPRA.

D. Efforts to Change School Start Date

The City of South Padre Island will oppose legislation that changes the start day for classes to any date earlier than already established.

ISSUE

Several entities, including many school administrators, continue to try to change the school start date to as early as the first week in August. The law was changed in 2005 to require a school district not to start classes until the last week in August.

PROBLEM

Early school start dates greatly impact the tourist industry in Texas. It has an even more damaging effect on the City of South Padre Island because our economy is dependent on the tourist industry. During the last legislative session, legislation slipped through during the last days of the session which allowed school districts to apply for district of innovation status. When this status was granted, school districts were allowed to change their school start date.

SOLUTION

We will strongly seek to change the provision in the law passed last session, which allowed school start date changes. We will enlist all allies possible to assist in these efforts. South Padre Island leaders will work with the Port Isabel School District Board to aid in contacting groups promoting earlier school start date.

E. Texas Windstorm Insurance Association (TWIA)

The city of South Padre Island will support positive changes to the TWIA system which passed last session and will provide a more fair and affordable rate for windstorm insurance.

We will oppose any regression or surcharges associated with the present system.

ISSUE

Windstorm insurance has become a major issue for coastal residents.

PROBLEM

The present system has not worked.

SOLUTION

The City along with a 14-county coastal coalition will monitor all legislation to insure no regression to the system adopted last session occurs.

Work with the coastal coalition, state and city officials, to protect changes in the present TWIA.

- Support legislation which changes the present TWIA system for a more equitable system for coastal residents.

III. GENERAL LEGISLATIVE AGENDA AND STATE AGENCY ISSUES

A. General Legislative Issues

- Unemployment Insurance
 - *Support* legislation that would prevent cities from being liable for unemployment compensation to a former city employee after the employee is hired by a subsequent employer.
- Preserve the Authority to Impose and Collect Municipal Impact Fees
 - *Oppose* legislation that would restrict the ability of cities to impose and collect municipal impact fees from new developments.
- Protection of Local Economic Development Authority
 - *Support* legislation that provides local governments with the ability to expand local economic development efforts.
 - *Oppose* legislation that would erode current authority to participate in local economic development projects, including but not limited to, the ability to provide tax abatements and Chapter 380 economic development agreements.
- Emergency Service Districts
 - *Support* legislation or solutions to problems Texas cities are facing with Emergency Service Districts in their ETJ.
- Towing Authority
 - *Examine* possible legislation for home and condo owners to have the ability to have towed unauthorized cars in their driveway and yard.
- Newspaper Ads
 - *Examine* possible legislation to remove requirements of running notices in local newspapers for city matters.
- Event Trust Fund
 - Monitor Events Trust Fund legislation and work with City on maximizing these funds.

B. State Agency Issues

1. Work with City officials and TxDOT officials to secure funding for the Padre Boulevard project. Continue to work to insure this project moves forward.
 - *Support legislation which will aid in funding for this project.*
2. Pursue approval by state agencies of grants applied for by the City and the Economic Development Corporation.
 - *Monitor and support present “restore” grants.*
3. Pursue artificial reefs, like the “Texas Clipper” reef and the RGV reef project, offshore from the City of South Padre Island.
 - *Work with Texas Parks and Wildlife (TPWD) and other state agencies to pursue these projects.*
4. Monitor legislative action for the barrier reef project being considered by the state.
5. Work with the City Manager and Economic Development Corporation in pursuing a Marine Science Academic Center on the Island and other economic development projects.
 - *Pursue avenues to acquire a university sponsored center on the Island.*
 - *Work on identifying projects Economic Development Corporation may pursue on South Padre Island.*
6. Work with the General Land Office to improve Bay access and planned yearly dredging.
 - *Open discussions with the General Land Office on continuing improvement and maintenance of Bay channels.*
7. Work with Cameron County Regional Mobility Authority (RMA) and other appropriate federal/state/local agencies to seek funds and funding mechanisms for the second causeway project.
 - *Oppose any legislation which would jeopardize this project.*
8. Work with Texas Parks and Wildlife Department (TPWD) and South Padre Island City staff on continuing development of city park.
9. Continue to coordinate with the General Land Office on issues affecting City in regard to beach and dune maintenance, trash issues, and parking.
 - *Continue dialogue with the General Land Office on above issues.*

10. Monitor gambling issues and report regularly to Council, the Economic Development Corporation, and city staff on status of gambling issues.
11. Work with the General Land Office (GLO) to protect the sand source for the South Padre Island San Source Project from encroachment by Coastal wind farms.
12. Monitor legislation of cell phone providers use of public right of way.

IV. Goals of City Legislative Activities

The fundamental goal of all City of South Padre Island legislative activities is to produce positive outcomes for the citizens of the City of South Padre Island as a whole. Numerous proposals in the Texas Legislature have the potential to seriously impact the ability of the City to carryout its overall mission. By taking a proactive role in monitoring and commenting on proposals in the Texas Legislature we are working to ensure that the citizens of the City of South Padre Island can continue to enjoy the quality of life they have come to expect and deserve.



GOVERNMENTAL CONSULTING AGREEMENT

Agreement entered into as of October 1, 2016 between the City of South Padre Island and the Economic Development Corporation of South Padre (hereinafter referred to as the "Client") and HillCo Partners (the "Consultant"), with respect to government consulting services.

In consideration of the mutual promises set forth below, the Client and the Consultant agree as follows:

- 1) **Term.** The term of this Agreement commences on October 1, 2016 and shall continue through September 30, 2018 unless terminated by either party pursuant to Paragraph 7.
- 2) **The Services.** The responsibility of the Consultant under this agreement shall be as follows:

LEGISLATIVE LOBBYING EFFORT

During the legislative session we propose the following general legislative and regulatory consulting services to South Padre Island:

- Develop a political strategy based on the Client's goals and objectives;
 - Work with the client, if needed, on specific legislation to be sought in the 2017 Texas Legislative Session.
 - Continue to confer with and advocate your position with the Governor and his staff and other executive personnel on areas of importance to the Client;
 - Maintain a continuing relationship with the members and key officers and employees of the House and Senate on your behalf;
 - Monitor, daily, all priority legislation introduced and administrative rules proposed;
 - Provide periodic status reports on legislation and administrative actions of interest;
 - Attend legislative committee hearings, daily sessions in the House and Senate, and report key information to the Client;
 - Represent the Client in meetings of legislative committees, state agencies, or individual legislators, as requested;
 - Conduct on-site visits to South Padre Island to educate Economic Development Corporation officials, city officials, and city staff on the legislative process and the Client's agenda;
 - Attend crucial meetings with Economic Development Corporation officials, city officials, and city staff, if needed;
 - Identify the most influential or effective sponsor in both houses for proposed legislation, appropriation riders and/or amendments;
-

- Advise on the preparation and submission of testimony before legislative committee and state agencies;
- Confer with legislative leadership on committee and subcommittee activities as appropriate;
- Work with legislators in passing, amending, or defeating legislation; and
- Provide assistance on PAC committee organization and contributions, if appropriate.

SEEKING STATE FUNDING FOR CLIENT TOURISM DEVELOPMENT AND ISLAND ENHANCEMENT

- Work with the client to identify state funding for tourism attraction to South Padre Island.
- Work with the client to identify beach enhancement funding and infrastructure improvement funding.
- Work with client to seek additional funding for enhancement of the birding center.
- Work with the General Land Office to secure beach nourishment funding and other beach enhancement funding.
- Work with local and state officials of the Texas Department of Transportation on city transportation issues.
- Work with client to identify and seek any additional funding available to the City of South Padre Island and its Economic Development Corporation.
- Work with client, legislators, and state agencies on seeking RESTORE funds.

NORTH CAUSEWAY PROJECT

The following are items that the Consultant will be involved and take action in regard to a future causeway to South Padre Island:

- Continue to monitor all significant action, in regard to the Causeway project, by governmental agencies including Texas Department of Transportation (TxDOT), Cameron County Regional Mobility Authority, and Cameron County.
 - Continue to meet with key governmental officials and agency officials to communicate South Padre Island's stance on the causeway project.
 - Continue to work with South Padre Island leaders to contact and lobby other cities' officials in the Valley to communicate the importance of the North Causeway location.
 - Continue to prepare South Padre Island leaders for testimony in all public forums involving the Causeway project.
 - Continue to plan on-site visits for state elected officials and governmental agency officials with South Padre Island officials to educate them on the benefits of the North Causeway location.
 - Continue an on-going dialogue with South Padre Island leaders as to the status of efforts.
-

- Work with Cameron County Regional Mobility Authority on seeking funding for the Causeway project.

POST LEGISLATIVE LOBBYING EFFORTS

Following the Texas 2017 Legislative Session, Consultant will continue to work on the North Causeway project and will monitor all interim legislative activity that affects the city and the EDC. Periodic consultation and reporting will be maintained during this period.

The consultant will work with South Padre Island officials on maintaining an excellent relationship with the Cameron County RMA and will monitor all actions of this body. The consultants will also continue to maintain contacts with state and local officials on matters affecting the city and the North Causeway project.

The consultant will work with city staff in the interim on projects identified in the "2017-2018 Legislative Agenda and Action Items" developed by the consultant and the City Manager.

All Services to be provided hereunder will be undertaken only as directed by the Client or staff members designated by the Client. The Consultant agrees in performing the Services to work with such individuals and third parties as the Client may designate from time to time. The Consultant will not subcontract the performance of the Services under this Agreement without the prior written consent of the Client.

The Consultant will provide copies of any written materials prepared in connection with the Services to the in-house legal staff and appropriate designee(s) and shall report to those individuals and to the Client periodically in writing.

3) Confidentiality.

- (a) The Consultant will maintain at all times the confidentiality of all information received in connection with the Services performed hereunder regarding the business and activities of the Client.
 - (b) The Consultant acknowledges and agrees that any materials referring to any existing or future publications or programs of the Client contain proprietary material; that such materials have been provided to the Consultant in strictest confidence, solely for the purposes of review and use in completing assignments; that no divulgence or reproduction of any such materials shall be made without the prior written permission of the Client; and that any other person who is given access to any of the foregoing materials will be put on notice, in writing, of the terms of this Agreement pertaining to confidentiality. Notwithstanding the foregoing, the Consultant may not, in the course of performing its duties hereunder, disclose any publicly available information about the Client without prior permission and may not make oral representations about the Client.
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- (c) All written materials and computer files submitted to the Consultant by the Client shall be returned to the Client by the Consultant, postage prepaid, within ten (10) days after demand by the Client.

4) Payment.

- (a) In full consideration of the Consultant's satisfactory performance of all Services to be rendered by the Consultant under this Agreement, the Client agrees to compensate the Consultant in the amount of \$12,000 per month beginning October 1, 2016 and extending through the term of this Agreement.
- (b) The Client will reimburse the Consultant for reasonable travel expenses, including economy airfare, car rental, lodging and meals incurred in the course of performing the Consultant's duties hereunder. The Client will also reimburse the Consultant for certain office expenses such as postage, legislative reporting services, telephone and express mail costs incurred during the performance of the Consultant's duties not to exceed \$500 per month, except during the Legislative Session, when billing is not to exceed \$1,000.

The Consultant may bill the Client expenses for meals with state officials provided the expenses are approved in advance by the Mayor or City Manager. Reimbursement will be made in accordance with the Client's billing policies and based upon submission and approval of appropriate receipts or other reasonable verification of expenses incurred. These expenses will be billed to either the Economic Development Corporation or the City or both depending on the nature of the event and sponsoring entity.

- 5) **Work Product.** Any recommendations, information, approaches, suggestions, concepts, ideas, and any and all contributions received from the Consultant may be used by the Client without compensation, except for that expressly hereinabove provided.
 - 6) **Independent Contractor.** The Consultant is an independent contractor and is not authorized to commit or obligate the Client in any manner whatsoever. This Agreement does not constitute an employer-employee relationship between the Consultant and the Client, and therefore the Consultant is not entitled to participate in or receive any employee benefits of the Client, such as, but not limited to, insurance, pension, disability, medical, etc. The Consultant recognizes the Client's right to withhold any monies due the Consultant, for tax or other purposes, should the Client be required to do so by law.
 - 7) **Termination.** The Client may terminate this Agreement upon thirty (30) days written notice for any reason without obligation, and the Consultant will be entitled (i) to retain all sums previously paid, (ii) to payment of all outstanding unpaid approved invoices, and (iii) to payment for services through the date that the
-

Consultant receives the notice of termination upon receipt and approval in accordance with this Agreement of a statement covering such services.


- 8) **Warranty and Indemnity.** The Consultant warrants and represents that it has the full right, power and authority to enter into this Agreement and to perform legislative and executive branch governmental consulting and public relations services in the State of Texas. The Consultant will file all notices as required by law. The Consultant will indemnify and hold the Client harmless from and against any and all claims, damages, liabilities, costs, and expenses, including legal expenses and reasonable attorney's fees, arising out of any breach of the foregoing provisions, warranties and representations.
- 9) **Cost of Expert Witnesses and Studies to Support Positions.** The Client will bear all costs of "expert witnesses" hired to make presentations to legislative and governmental bodies. The Client will also bear all costs of studies undertaken to advance the Client's positions in front of the legislative and governmental bodies. No witnesses are to be retained or studies undertaken without prior agreement of the Client.
- 10) **Miscellaneous.** The Consultant may not assign this Agreement or any of the Consultant's obligations hereunder. This Agreement will be deemed made in the state of Texas and shall be subject to and construed in accordance with the laws of the state of Texas applicable to agreements to be performed wholly therein; merges all prior representations and understandings; and constitutes the entire understanding between the parties concerning the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by both parties.
- 11) **Lobby Activity; Conflict of Interest.**
- (a) The Texas ethics law and rules adopted by the Texas Ethics Commission require the Consultant to report compensation or reimbursement paid to Consultant for the purpose of directly communicating with members of the legislative or executive branch. Texas Ethics Commission Rules provide that a registrant receiving compensation or reimbursement for purposes other than lobby activities may reasonably determine the amount of compensation attributable to lobby activities and report only that amount. The rules define lobby activity as "Direct communication with one or more members of Texas legislative or executive branch to influence legislation or administrative action and activities in preparing for such direct communication." The statutory term "lobby activity" does not include, for example, the following activities performed on the Client's behalf:
- Any effort to influence purchasing decisions by a state agency
 - Daily monitoring of legislation and/or executive actions
-

- Communication with the Client on many strategic subjects
 - Preparation and delivery of status reports, newsletters, and other items of interest
 - Giving sworn testimony before executive or legislative bodies
 - Legal consultation, briefings and documentation
 - Analysis of political races and fundraising efforts on behalf of PACs and/or individual candidates
 - Attending and preparing for board meetings
 - Negotiation sessions
 - Arranging of meetings with various state officials to brief them on areas of interest to the Client
 - Any other action taken which is not designed specifically to influence legislative or executive action.
- (b) The Consultant will allocate on a reasonable basis, as allowed by the rules, the amount of the retainer paid to the Consultant that is being paid for "lobby activities". Based upon Consultant's experience representing other clients, the Consultant believes 40 percent would be a reasonable estimate of the monthly retainer attributable to "lobby activities." It is understood and agreed that the Consultant's activities will be monitored from time to time so that any change in the amount of time spent on lobby activities as defined by the rules of the Texas Ethics Commission will be detected.
- (c) Attached to this Agreement is a list of clients for which the Consultant engages in lobby activities. The parties acknowledge that the law provides that a registrant may represent multiple clients with the client's consent after full disclosure of the possible effects of that representation on the registrant's professional judgment. The consultant confirms that it has disclosed to the Client such information as is necessary for the client to agree and consent to the representation of all the clients on the attached list, and the Client confirms that it so agrees and consents.

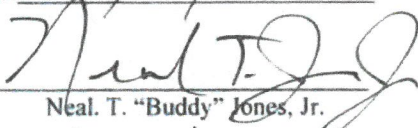
Should any other services relating to the general area of public relations become necessary or warranted such as event management for conventions, openings, meetings and seminars or development of interactive media for presentations or other communications, a separate budget for these services may be negotiated by the parties hereto.

EXECUTED as of the date first set forth above.

HILLCO PARTNERS


By: 
R. Clint Smith

Date: 6/27/16

By: 
Neal T. "Buddy" Jones, Jr.

Date: 6/27/16

SOUTH PADRE ISLAND

By: 

Title: Interim City Manager

Date: June 1, 2016

ECONOMIC DEVELOPMENT
CORPORATION OF SOUTH PADRE
ISLAND

By: 

Title: President

Date: 6/21/16

5



ECONOMIC DEVELOPMENT CORPORATION

VISION STATEMENT:

South Padre Island will become a world-class tourism destination

MISSION STATEMENT:

To enhance economic and recreational opportunities in South Padre Island

EDC HISTORY AND BACKGROUND:

Beach Nourishment and Annual Beach Surveys from 1995 through 2011 when the Coastal Resources Manager position was created

Tompkins Channel

Gateway Project

Second Causeway (Feasibility Study and Regional Mobility Authority)

Engaging Hillco Partners as Lobbyist

South Padre Island Birding and Nature Center

Election to change to a Type B Economic Development Corporation

Aquarium (Corps of Engineers Permit and some design plans)

Economic Resources including the Comprehensive Resort Market Analysis, Annual Economic Index, Economic Impact Study, Feasibility Studies for a Convention Centre Full Service Hotel and a Marina

SpaceX

Strategic Planning Meeting Tabulation Results 1-20-15

TASK DESCRIPTION	VOTES / TALLY		
	YES	NO	MAYBE
1) Infrastructure-Sidewalks, Bike Trails and Beautification	10	4	0
2) Façade Improvemnet Grant Programs	7	1	3
3) Public Boat Ramps/Parking for Boat Trailers/Bayside Marina	7	0	1
4) Matching Funds for Grants	6	0	2
5) Kid Activities	6	0	1
6) Additional Economic Incentives/TIRZ	6	0	0
7) Beach and Entertainment District Bathrooms	5	0	2
8) Fund Events	4	4	0
9) Google Business View	2	6	0
10) Large Boat Marina	0	1	2



Upgrade spiedc

My Surveys Examples Survey Services Plans & Pricing

+ Create Survey

Upgrade to get meaningful results: View all your responses and get powerful analysis. [View Pricing](#) →

Strategic Plan 2015

Summary Design Survey Collect Responses Analyze Results

CURRENT VIEW

+ FILTER + COMPARE + SHOW

No rules applied

Rules allow you to FILTER, COMPARE and SHOW results to see trends and patterns. [Learn more](#) »

SAVED VIEWS (1)

Original View (No rules applied)

+ Save as...

EXPORTS

SHARED DATA

No shared data

Sharing allows you to share your survey results with others. You can share all data, a saved view, or a single question summary. [Learn more](#) »

Share All

RESPONDENTS: 73 of 73

Export All Share All

Question Summaries Data Trends Individual Responses

All Pages

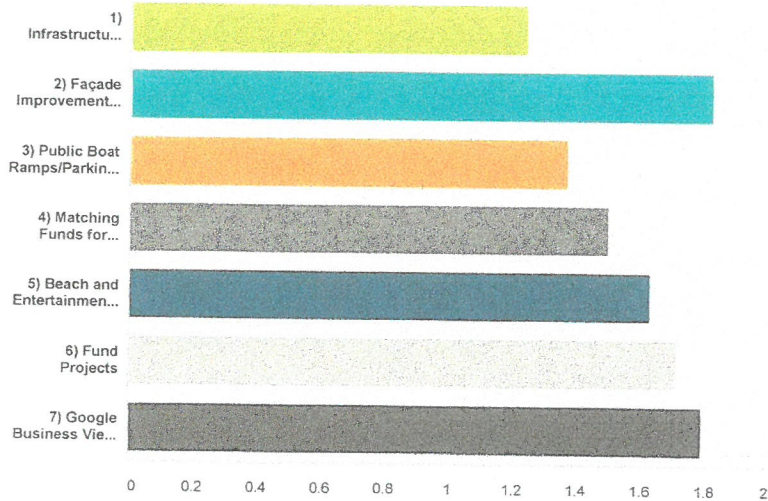
PAGE 1: Welcome to My Survey

Q1

Customize Export

Please rate the following items, identified by the EDC during their first Strategic Planning Session:

Answered: 73 Skipped: 0



	Very Important	Maybe-Need more information	Not Important	Total	Weighted Average
1) Infrastructure-Sidewalks, Bike Trails, Beautification	80.56% 58	15.28% 11	4.17% 3	72	1.24
2) Façade Improvement Grant Program	30.99% 22	56.34% 40	12.68% 9	71	1.82
3) Public Boat Ramps/Parking for Boat Trailers/Bayside Marina	68.57% 48	25.71% 18	5.71% 4	70	1.37
4) Matching Funds for Grants	57.14% 40	35.71% 25	7.14% 5	70	1.50
	53.42%	30.14%	16.44%		

Comments (24)

	Very Important	Maybe-Need more information	Not Important	Total	Weighted Average
5) Beach and Entertainment District Bathrooms	39	22	12	73	1.63
6) Fund Projects	37.88% 25	53.03% 35	9.09% 6	66	1.71
7) Google Business View for existing Businesses	38.24% 26	44.12% 30	17.65% 12	68	1.79

Comments (24)

Q2

Export

Please let us know your suggestions to enhance recreational and economic opportunities for the Island:

Answered: 29 Skipped: 44

Responses (29)

Text Analysis

My Categories

PRO FEATURE

Use text analysis to search and categorize responses; see frequently-used words and phrases. To use Text Analysis, upgrade to a GOLD or PLATINUM plan.

Upgrade

Learn more »

Categorize as...

Filter by Category

Search responses

Showing 29 responses

Make the Island more attractive (sidewalks, bike paths, plantings, etc.). Multi-purpose park including skate park. Turn the birding center into a multi-purpose center since the "bird" theme isn't working financially.

4/20/2015 10:02 AM [View respondent's answers](#)

Entertainment District outdoor amphitheater. It can be simple but would give back in spades. With the stage facing the Island and the audience facing the setting sun over the bay. Music brings people here. We need a "real" place to have concerts. Simple structure - maybe no walls needed. A stage and an area where people can bring their own chairs and coolers.

4/17/2015 1:51 PM [View respondent's answers](#)

Bike lanes on Padre Blvd are very dangerous for cyclists year round. Too many inebriated drivers and those who consistently drive in those lanes. Also no safe crossing other than lights.

4/17/2015 11:26 AM [View respondent's answers](#)

Public pool or splash pad needed! Dog park.

4/17/2015 10:48 AM [View respondent's answers](#)

Is there anywhere else on the island that would tolerate constant boat/trailer/vehicle traffic blocking their entrance to their property? Why should a typical residential street handle 10-30 boat launches every weekend day? The people on the inside streets of the island were able to stop people from parking in front of their house on the easement. Pity about us 80+ residents in Sunset Condos and our neighbors on Polaris that suffer the

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4/17/2015 11:26 AM [View respondent's answers](#)

Public pool or splash pad needed! Dog park.

4/17/2015 10:46 AM [View respondent's answers](#)

Is there anywhere else on the island that would tolerate constant boat/trailer/vehicle traffic blocking their entrance to their property? Why should a typical residential street handle 10-30 boat launches every weekend day? The people on the inside streets of the island were able to stop people from parking in front of their house on the easement. Pity about us 80+ residents in Sunset Condos and our neighbors on Polaris that suffer the unkind attitudes of the freeloading launchers. It is amazing that the attitudes have not erupted into violence. It is unfortunate that the previous "administration" was short sighted in selling some of the prime commercial/entertainment district streets that are now closed to public use. What is it going to take to stop this abuse of our private street, Polaris? Do we need to purchase the street to make it private? If this all seems petty to you, then just imagine paying \$350K for a 2 BR unit at Sunset Condos and trying to relax on your balcony after you fought your way into the condo to park, to only listen to jet skiers partying at the boat ramp while their friends terrorize us with their noisy close-in stunts. We own 2 units at Sunset Condos and pay over \$12K in taxes that I am trusting you to make us a better place to live. The boat ramp on Polaris would be a great place to start and I don't mean filling in the holes to make it an easier place to launch. Pretty Fed Up!

4/13/2015 9:00 PM [View respondent's answers](#)

Marketing...tell the world what we have to offer but start in Texas and Mexico where most of our business is from.

4/13/2015 9:46 AM [View respondent's answers](#)

Purchase the land that is for sale there and convert to parking area for boat trailers and trucks.

4/13/2015 7:02 AM [View respondent's answers](#)

ya gotta bury those power lines at any cost,

4/11/2015 9:00 AM [View respondent's answers](#)

Basketball courts and a skate park. Kids need more than the beach.

4/11/2015 7:52 AM [View respondent's answers](#)

All side streets on SPI NEED speedbumps and 20mph speed limit signs in order to make SPI much safer for locals and visitors--this cannot be overemphasized! Too many drivers blasting dangerously fast down our sidestreets daily! This is a huge discouragement to walking and cycling (non-polluting modes of transportation) around island. SPI is not pedestrian/bicyclist- friendly. This needs to change if we wish to gain new "higher-end" residents and tourists. Sidewalks are filthy dirty and unsafe and unworthy of using throughout many areas of SPI. We have street sweepers--do they ever get used--or do the employees know how to use them properly?-Sure doesn't seem so....Too many restrictions on minimal signage for small businesses on SPI. The city and its representatives needs to understand and respect that its tax revenue depends a great extent on the success of its many small businesses. Preferential treatment and "grandfathering" of city rules and regulations for non-US citizen owned t-shirt shops needs to come to an end. These are just the beginning--you asked.

4/10/2015 8:33 PM [View respondent's answers](#)

Allocate resources to a more coherent marketing program targeting a population and stick to it. what happened to the "new" marketing group last year. Marketing is an ongoing, consistent effort over the long run.

4/10/2015 8:00 PM View respondent's answers

Stop Spring Break. Initiate bonded child day care for vacationing young couples while parents go to the beach or golf. Upscale open shopping and outdoor cafe' pedestrian area. Reduce T-shirt shops and drunks. Bury Padre Blvd. electrical lines.

4/10/2015 1:06 PM View respondent's answers

Need more things for young families to do after day at beach. They will not be partying at night clubs.

4/10/2015 12:09 PM View respondent's answers

We need more of a year around business to encourage developers to invest in activities.

4/10/2015 10:10 AM View respondent's answers

Move on the park project ASAP, keep up existing parks, work with city hall to keep roads and sidewalk in excellent shape.

4/10/2015 10:05 AM View respondent's answers

EDC should at a minimum help put together infrastructure projects that will lead to greater tourism. That is our economy.

4/10/2015 8:39 AM View respondent's answers

Become more business friendly. To many restrictions, how can a business flourish and pay taxes when the city restricts their growth and makes it difficult to advertise themselves and become more visible.

4/10/2015 7:08 AM View respondent's answers

We really need a dog park

4/10/2015 6:19 AM View respondent's answers

Emphasize keeping everything clean. Improve recycling. Keep beaches clean.

4/10/2015 5:32 AM View respondent's answers

Speed up progress improving recreational accesses and sanitation for beach visitors and make better use of existing, poorly designed I infrastructure..i.e. Gulf blvd

4/10/2015 1:50 AM View respondent's answers

Recycle recycle recycle....bottle & can deposits, recycle vending macines, visible and maintained receptacles, and collection sites. If we want more people to come to SPI we need to also maintain a sustainable environment by teaching and being responsible inhabitants of this precious place.

4/9/2015 11:47 PM View respondent's answers

We get a lot of requests for umbrella service from our guests. There may be an economic opportunity in setting up umbrellas and lounge chairs for guests.

4/9/2015 9:07 PM View respondent's answers

Stop dropping existing groups and events ie roar by the shore, college basketball tournament. Need to go out and get businesses to hold meetings onbour Island. Family activities and events.

4/9/2015 8:17 PM View respondent's answers

Would like to see the convention centre remodeled asap.

4/9/2015 7:47 PM View respondent's answers

chair lift from PI to SPI would be useful and fun

4/9/2015 7:15 PM View respondent's answers

We need more activities year round to draw more people to the island. More beach front entrainment. We are losing possible traveler to Galveston and North Padre Island. They have a lot more beach entertainment.

4/9/2015 6:19 PM View respondent's answers

yes, it has been years we need to see the edc more and updated info on current project.

4/9/2015 5:32 PM View respondent's answers

Continue your advertising campaigns - the more people know the more likely they are to visit this area.

4/9/2015 5:13 PM View respondent's answers

Increase Island visibility on the internet. Get all our businesses on Google Business View.

4/9/2015 2:49 PM View respondent's answers

6

**Proposal for Professional
Facilitation Services
for
2017 Economic Development
Board Retreat
For the
South Padre Island
Economic Development Corporation**



Submitted by:

Alysia A. Cook, PCED, IOM
Opportunity Strategies LLC
P.O. Box 50101
Austin, TX 78763

alysia@opportunitystrategies.com

www.OpportunityStrategies.com

512/963-2263

The Project

Assignment: The client, South Padre Island Economic Development Corporation requests professional training and facilitation services that include board development training, an economic development overview workshop, and a Strategic Plan. Participants are expected to include members of the board of directors and staff of the South Padre Island Economic Development Corporation, and/or City government staff and elected officials they invite, and any special guests. This one-day (or two half days) board retreat is expected to be in Spring or Summer 2017. Exact date and times will be decided by the client.

Final Deliverable: The topics will include but may not be limited to roles & responsibilities, best practices from other economic development organizations, allowable Type A projects, business attraction, existing business retention, working with entrepreneurs, workforce development, marketing, social media, events, committee structuring, positioning, programming, etc. The purpose is to give the leaders in South Padre Island the tools they need to make effective and efficient decisions in the realm of economic development, and be able to ask questions about economic development and what it means for their community. The final deliverable is the workshop itself, as well as accompanying materials and handouts, and a 1, 3, or 5-Year Strategic Plan including Visioning, goal development, metrics, strategies, accountability areas, and timetables. The strategic plan draft will be submitted to the client within 4 weeks of the retreat date.

Pre-planning Deliverable: The facilitator will meet via phone or about 4 weeks in advance with the client to gain a complete understanding of the program expectations. During this initial planning call, a draft agenda will be developed and submitted by the facilitator to the client. The facilitator will pursue necessary research and preparations.

Proposal

Facilitator Qualifications: Alysia A. Cook, PCED, IOM, Principal of Opportunity Strategies LLC. Her specific skills include professional facilitation, including chamber of commerce and economic development organization board retreats and community strategic planning sessions. She has designed and presented hundreds of training programs for economic developers, chambers, downtowns, elected officials, community leaders, adult and youth leadership groups, and volunteers. She is skilled at helping community development organizations develop meaningful goals and the implementation guides to help them actually achieve those goals.

Alysia is an international public speaker. She has been a professional facilitator for 24 years, serving many communities throughout the world. For five years, she served as a curriculum developer and instructor while a member of the faculty of the Georgia Academy for Economic Development, an 8-day regional training program encouraging multi-county collaboration. She has facilitated in the Georgia Governor's Mansion on multiple occasions for both Democrat and Republican Governors of Georgia. She

currently serves as a curriculum developer and instructor at the Texas Basic Economic Development Course and has for 13 years. She is on the Faculty for the U.S. Chamber of Commerce Institute of Organization Management. She is a member of the Texas Economic Development Council (TEDC,) the Texas Chamber of Commerce Executives (TCCE,) the Association of Chamber of Commerce Executives (ACCE,) and serves on the board of directors of the Texas Downtown Association (TDA.) In 2000, she completed the Program on Negotiation for Senior Executives at Harvard Law School.

A native of Shreveport, Louisiana, Alysia graduated from Louisiana State University in Shreveport, where she earned a Bachelor of Science degree in Marketing. She is a 1994 graduate of the Basic Economic Development Course at Texas A&M University, a 1997 graduate of the Economic Development Institute (EDI) at the University of Oklahoma, a 2002 graduate of the U.S. Chamber of Commerce's Institute for Organization Management (IOM/Chamber Institute,) and a 2009 graduate of Community Development Institute (CDI.) Alysia earned her Professional Community & Economic Developer (PCED) certification in 2009 from the Community Development Council.

Expected Results: The workshop will be an organized interactive session that includes robust discussion, idea generation, consensus building, and goal development. The facilitator records each participant's expectations for the day at the beginning of the session so she can build in any on-the-spot expectations that may not have been included in the preplanning session with the hiring client. The goal result is accomplishment of directives, educated and satisfied participants who feel like it was worthwhile time spent, and a workable realistic document that can be used at every board meeting in 2017 to measure progress.

Communication: The facilitator is available to the client via email, mobile phone, and FaceTime (by appointment.) The facilitator's personal standard is to answer/return every communication within 24-hours (exceptions include international travel.)

Equipment: Opportunity Strategies provides 2 flipchart easels, 3M Post-It easel pads, a projector, a PC laptop or iPad, markers, handouts, projector, name tags, tent cards, and other necessary facilitation supplies. The client will need to provide a screen, room space, extension cords, and room setup (desired setup will be given by facilitator.)

Expense Breakdown:

- Travel - The facilitator will travel to your event via car. The 2017 IRS mileage rate of \$.535 will apply roundtrip to/from zip 79729 to your meeting space.
- Lodging – The facilitator requires overnight lodging the night before the session and any session that ends after 6pm or that makes same-day travel home difficult. The facilitator will book her own lodging not to exceed the area average rate.
- Meals – The facilitator pays for each of her own meals. No meal expenses are included in the project expenses
- Fee - The total fee for this planning session with preparation & deliverable is \$2497. Additional hours can be negotiated at \$200/hour depending on if the client has additional needs for pre- or post-retreat work or consultation (advice, best practices, team building, conflict resolution, group decision making, operational assistance, various consultation requests.)
 - A 10% discount will apply if this project is purchased in conjunction with the SPI Chamber of Commerce proposal and the SPI Birding and Nature Center proposal. This bundled price discount applies to each of the entities and if they are delivered back-to-back, the clients can split the expenses into thirds.
- Terms – The Client will pay a \$500 deposit upon contract signing. The client will pay \$1400 the day of the session delivery. Opportunity Strategies LLC will submit a final invoice for the remaining \$597 and expenses upon delivery of the electronic file. Final payment is due within 15 calendar days of the receipt of the invoice. All preparation, facilitation, delivery, and documentation time is included in this proposal, as are all reasonable expenses unless otherwise specified in this contract.
- Client will also be responsible to issue applicable tax documentation: IRS Form 1099 to Opportunity Strategies LLC for income earned in each tax year that exceeds \$600. Opportunity Strategies LLC will provide appropriate tax documentation including Employer Identification Number (EIN) upon execution of the contract.

References and Testimonials: References are available upon request. Below are recent client testimonials:

“Our organization is fortunate to have such a professional facilitator lead our training. Thank you!! Good organizations become great organizations because they surround themselves with the very best partners. The Chamber has become a better voice for the business community in our region because of professionals like you.” ~Ray Hernandez, President of the Lewisville Area Chamber of Commerce, Lewisville, Texas

“Alysia is the consummate professional facilitator. She engages early with staff to learn the desired outcomes and capably guides the group through the planning process with humor, poise, and sensitivity. Her skilled facilitation helped our Chamber completely revamp our approach to the program of work and resulted in increased participation across all levels of the organization. Highly recommend her and am

grateful for the opportunities that I have had to work with her in the past.” ~Morgan Law, CEcD, IOM
(Former) President/CEO of the Robins Regional Chamber of Commerce, Warner Robins, Georgia

"We couldn't have picked a better facilitator for our annual board retreat than Alysia with Opportunity Strategies. We thoroughly enjoyed working with her throughout the entire process. Her professionalism, insight, and capability to connect with our board was spot on. Alysia's experience working with a variety of organizations was evident throughout the strategic planning process and helped us create attainable, realistic yet forward thinking goals for our organization. Many Thanks, Alysia!" ~Sarah E. O'Brien, Past Chair of the Texas Downtown Association

"Our work with Alysia Cook was aimed to prioritize our economic development partner goals and outline organizational objectives. Within nine months, our economic development team has become much more unified, our roles are clear and the organization is on course to realize many of our objectives. The pace of what we have achieved was beyond our expectation." "She is a seasoned professional with a skilled insight and versatility marks her ability to manage multiple stakeholders effectively. Especially when the importance of the outcome matters. I have witnessed her facilitation capabilities throughout several projects of public involvement, goal setting, and economic development plans." ~Roland A. Peña, City of San Angelo Director of Economic Development

Additional Good-to-Knows about the Facilitator:

- High energy level to keep the participants enthusiastic, on-track, and results-focused
- Helps the group excel as a team
- Effectively manages individual and group dysfunctions
- Uses a proven approach for success
- Has many repeat clients and regular referrals
- Respects the expectation of being a neutral party
- Will offer advice and recommendations if/when that is part of the assignment; otherwise provides neutral services
- Extensive experience working with strong personalities including elected/appointed officials, vocal citizens, executives, at-risk youth, and protestors
- Nimble...able to shift gears quickly to adapt to changing situations

7



South Padre

ISLAND, TEXAS

ECONOMIC DEVELOPMENT CORPORATION

ECONOMIC
DEVELOPMENT
CORPORATION

SOUTH PADRE ISLAND

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