

**NOTICE OF REGULAR MEETING  
CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING**

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, WILL HOLD A REGULAR MEETING ON:

**WEDNESDAY, DECEMBER 7, 2016**

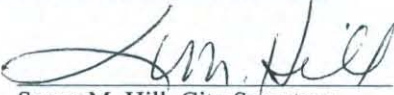
5:30 P.M. AT THE MUNICIPAL BUILDING,  
CITY COUNCIL CHAMBERS, 2<sup>ND</sup> FLOOR  
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

1. Call to order
2. Pledge of Allegiance
3. **Public Comments and Announcements:** *This is an opportunity for citizens to speak to Council relating to agenda or non-agenda items. Speakers are required to address Council at the podium and give their name before addressing their concerns. [Note: State law will not permit the City Council to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to City Staff or may be placed on the agenda of a future City Council meeting]*
4. **Presentations and Proclamations:**
  - a. Presentation: Current Insurance Services Office (ISO) rating. (Perez)
5. **Approve Consent Agenda:**
  - a. Approve minutes of November 16, 2016 Special and Regular meetings. (S. Hill)
  - b. Approve invoices for payment. (Gimenez)
  - c. Approve Resolution No. 2016-37 approving the temporary closure of Highway 100 for the Causeway Run and Fitness Walk event on Saturday, January 14, 2017. (Smith)
  - d. Approve budget amendment from excess reserves in the amount of \$10,500 for the implementation and administration of the new Venue Tax. (Gimenez)
  - e. Approve budget adjustments from excess reserves to fund an Interim IT Director in the amount of \$23,362 and increase the salary budgeted for the IT Director in the amount of \$9,713 from excess reserves. (Guthrie)
  - f. Approve budget adjustment for Assistant City Manager's salary in the amount of \$15,346 to be taken out of excess reserves. (Guthrie)
  - g. Approve Beach-Dune Permit for Marisol Condominiums for walkover construction located at 1700 Gulf Boulevard. (B. Hill)
  - h. Approve Beach-Dune Permit for construction of retaining wall located at the Marriot property at 6700 Padre Boulevard. (B. Hill)
  - i. Approve excused absence request from Council Member Dennis Stahl from the December 7, 2016 City Council meeting. (Stahl)
  - j. Approve second and final reading of Ordinance No. 16-24 revising Section 20-7(D)(2) Side Yards regulating side yard setbacks for additional floors. (Kim)

6. Discussion and possible action on: (Guthrie)
  - a. Approving or denying the bid(s)s received at the Tax Resale on November 1, 2016 on the property struck off to Cameron County, for itself and other taxing jurisdictions located at Tract 1: Bay Harbor Subdivision Phase 1 Lot 10 (CAB 1 Slot 1865-B & 1866-A CCMR Acct. No. 67-0512-0000-0100-00) (Guthrie)
  - b. Approve Resolution approving or denying the bid(s) received on the tax resale conducted on November 1, 2016 for the above mentioned property.
7. Discussion and action to approve the South Padre Island Economic Development Corporation's Façade Improvement Grant Program Guidelines. (Lapayre/EDC)
8. Discussion and action to approve the South Padre Island Economic Development Corporation's expenditure of \$19,534 for funding a portion of the seagoing transport of materials for the Friends of RGV Reef artificial reef spring deployment. (Lapayre/EDC)
9. PUBLIC HEARING: to discuss rezoning Lots 1, 2, 11 and 12, Block 96, Padre Beach Section VII from Neighborhood Transition Character Zone (NT) to Neighborhood Crossing (NC). (Kim)
10. Discussion and action on rezoning Lots 2, 11 and 12, Block 96, Padre Beach Section VII from Neighborhood Transition Character Zone (NT) to Neighborhood Crossing (NC). (Kim)
11. EXECUTIVE SESSION: PURSUANT TO SECTIONS 551.071, CONSULTATION WITH ATTORNEY; 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT; TO DISCUSS:
  - a. Discussion of collection of 2% Venue Tax.
12. Discussion and action regarding collection of 2% Venue Tax.
13. Adjourn.

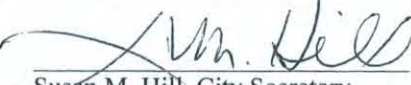
WE RESERVE THE RIGHT TO GO INTO EXECUTIVE SESSION REGARDING ANY OF THE ITEMS POSTED ON THIS AGENDA, PURSUANT TO SECTIONS 551.071, CONSULTATION WITH ATTORNEY; 551.072, DELIBERATIONS ABOUT REAL PROPERTY; 551.073, DELIBERATIONS ABOUT GIFTS & DONATIONS; 551.074, PERSONNEL MATTERS; 551.076, DELIBERATIONS ABOUT SECURITY DEVICES; AND/OR 551.086, DISCUSS (A) COMMERCIAL OR FINANCIAL INFORMATION RECEIVED FROM A BUSINESS PROSPECT WITH WHICH THE CITY IS CONDUCTING NEGOTIATIONS, OR (B) FINANCIAL OR OTHER INCENTIVES TO THE BUSINESS PROJECT.

DATED THIS THE 2<sup>ND</sup> DAY OF DECEMBER 2016

  
Susan M. Hill, City Secretary

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE GOVERNING BODY OF THE CITY OF SOUTH PADRE ISLAND, TEXAS 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/MUNICIPAL BUILDING ON **DECEMBER 2, 2016**, AT/OR BEFORE 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.



  
Susan M. Hill, City Secretary

\* 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 BUILDING OFFICIAL, JAY MITCHIM; ADA DESIGNATED RESPONSIBLE PARTY AT (956) 761-1025.

**CITY COUNCIL MEETING  
CITY OF SOUTH PADRE ISLAND  
CONSENT AGENDA**

**MEETING DATE:** December 7, 2016

**ITEM DESCRIPTION**

NOTE: All matters listed under Consent Agenda are considered routine by the City Council of the City of South Padre Island and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and considered separately.

Items to be considered are:

- a. Approve minutes of November 16, 2016 Special and Regular meetings. (S. Hill)
- b. Approve invoices for payment. (Gimenez)
- c. Approve Resolution No. 2016-37 approving the temporary closure of Highway 100 for the Causeway Run and Fitness Walk event on Saturday, January 14, 2017. (Smith)
- d. Approve budget amendment from excess reserves in the amount of \$10,500 for the implementation and administration of the new Venue Tax. (Gimenez)
- e. Approve budget adjustments from excess reserves to fund an Interim IT Director in the amount of \$23,362 and increase the salary budgeted for the IT Director in the amount of \$9,713 from excess reserves. (Guthrie)
- f. Approve budget adjustment for Assistant City Manager's salary in the amount of \$15,346 to be taken out of excess reserves. (Guthrie)
- g. Approve Beach-Dune Permit for Marisol Condominiums for walkover construction located at 1700 Gulf Boulevard. (B. Hill)
- h. Approve Beach-Dune Permit for construction of retaining wall located at the Marriot property at 6700 Padre Boulevard. (B. Hill)
- i. Approve excused absence request from Council Member Dennis Stahl from the December 7, 2016 City Council meeting. (Stahl)
- j. Approve second and final reading of Ordinance No. 16-24 revising Section 20-7(D)(2) Side Yards regulating side yard setbacks for additional floors. (Kim)

**RECOMMENDATIONS/COMMENTS**

Approve Consent Agenda

**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** December 7, 2016  
**NAME & TITLE:** Susan Hill, City Secretary  
**DEPARTMENT:** City Manager's Office

**ITEM**

Approve minutes of November 16, 2016 Special and Regular meetings.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:                    YES: \_\_\_\_\_                    NO: \_\_\_\_\_  
Approved by Legal:            YES: \_\_\_\_\_                    NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**

Approve Minutes

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**MINUTES**  
**CITY OF SOUTH PADRE ISLAND**  
**CITY COUNCIL SPECIAL MEETING**

**WEDNESDAY, NOVEMBER 16, 2016**

**I. CALL TO ORDER**

The City Council Members of the City of South Padre Island, Texas held a Special Meeting on Wednesday, November 16, 2016 at the Municipal Complex Building, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Patel called the meeting to order at 5:00 p.m. A quorum was present: Council Member Dennis Stahl, Theresa Metty, Alita Bagley and Paul Munarriz, along with Council Member Elect Ron Pitcock (who was sworn in and took Place 2 seat). Also present was City Attorney Paul Cunningham.

City staff members present were City Manager Susan Guthrie, Assistant City Manager Darla Jones, Public Safety Director Randy Smith, Administrative Services Director Wendi Delgado, Media Relations Manager Nancy Botello, Finance Senior Accountant Eddie Salazar and City Secretary Susan Hill.

**II. PLEDGE OF ALLEGIANCE**

Mayor Patel led the Pledge of Allegiance.

**III. DISCUSSION AND ACTION TO APPROVE RESOLUTION NO. 2016-33 CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE NOVEMBER 8, 2016 GENERAL AND SPECIAL ELECTION.**

After the Mayor and City Council reviewed the contents of Envelope 1 containing original Return Sheet and Tally List for Early Voting and Election Day, Council Member Bagley made a motion to approve Resolution No. 2016-33 canvassing the returns and declaring the results of the November 8, 2016 General and Special Election. Motion passed on a unanimous vote.

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2016-33, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

**IV. ADMINISTRATION OF OATHS AND INSTALLATION OF NEWLY ELECTED AND RE-ELECTED OFFICIALS:**

- a. DENNIS STAHL, COUNCIL MEMBER PLACE 1**
- b. RON PITCOCK, COUNCIL MEMBER PLACE 2**

Mayor Patel administered the oaths of office to Dennis Stahl, re-elected Council Member Place 1 and to Ron Pitcock, newly elected Council Member Place 2. Council Member Stahl and Pitcock then took their seats.

**V. DISCUSSION AND ACTION TO APPROVE RESOLUTION NO. 2016-34 APPOINTING A MAYOR PRO-TEM AND ESTABLISHING AN EFFECTIVE DATE.**

Council Member Bagley made a motion to appoint Council Member Dennis Stahl as Mayor Pro-tem and approve Resolution No. 2016-34. Appointment will be for the term beginning November 16, 2016 and ending one year later or until superseded by new council member appointments. Motion was seconded by Council Member Munarriz, which carried unanimously.

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2016-34, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

**VI. DISCUSSION AND ACTION TO APPROVE RESOLUTION NO. 2016-35 AUTHORIZING THE CREATION OF A VENUE PROJECT FUND IN ACCORDANCE WITH LOCAL GOVERNMENT CODE 334.**

Council Member Metty made a motion, seconded by Council Member Stahl to approve Resolution No. 2016-35 authorizing the creation of a Venue Project fund. Motion passed on a unanimous vote.

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2016-35, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

**VII. DISCUSSION AND ACTION TO APPROVE FIRST READING OF ORDINANCE NO. 16-23 AMENDING CHAPTER 17 BY ADDING A NEW SEC. 17-17 PERTAINING TO HOTEL OCCUPANCY TAX ("HOT") BY ADDING A NEW VENUE TAX WHICH SHALL INCREASE THE HOT BY 2%.**

Council Member Bagley made a motion to approve first reading of Ordinance No. 16-23 amending Chapter 17 by adding a new Sec. 17-17 which adds a new Venue Tax which shall increase the Hotel Occupancy Tax by 2%. Motion was seconded by Council Member Munarriz and passed on a unanimous vote.

**VIII. ADJOURN.**

There being no further business, Mayor Patel adjourned the meeting at 5:23 p.m.

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Susan M. Hill, City Secretary

APPROVED

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Bharat R. Patel, Mayor

**MINUTES  
CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL REGULAR MEETING**

**WEDNESDAY, NOVEMBER 16, 2016**

**I. CALL TO ORDER**

The City Council Members of the City of South Padre Island, Texas held a Regular Meeting on Wednesday, November 16, 2016 at the Municipal Complex Building, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Patel called the meeting to order at 5:30 p.m. A full quorum was present: Council Member Dennis Stahl, Ron Pitcock, Theresa Metty, Alita Bagley and Paul Munarriz. Also present was City Attorney Paul Cunningham and Assistant City Attorney Kathy Cunningham.

City staff members present were City Manager Susan Guthrie, Assistant City Manager Darla Jones, Public Safety Director Randy Smith, Development Director Sungman Kim, Administrative Services Director Wendi Delgado, Environmental Health Director Victor Baldovinos, Shoreline Management Director Brandon Hill, Finance Senior Accountant Eddie Salazar, Transit Program Administrator Deborah Carpenter, Media Relations Manager Nancy Botello and City Secretary Susan Hill.

**II. PLEDGE OF ALLEGIANCE**

Mayor Patel led the Pledge of Allegiance.

**III. RECOGNITION OF OUTGOING CITY COUNCIL MEMBER – ALEX AVALOS.**

Mayor Patel presented outgoing Council Member Alex Avalos with a plaque and recognized his accomplishments while serving on City Council.

**IV. PUBLIC COMMENTS AND ANNOUNCEMENTS**

Public comments and announcements were given at this time.

**V. PRESENTATIONS AND PROCLAMATIONS:**

- a. OVERVIEW OF PRESENTATION TO THE AMERICAN SHORE AND BEACH PRESERVATION ASSOCIATION (ASBPA) AND THE COASTAL SCIENCE AND ENGINEERING COLLABORATION (CSEC). (B. HILL)**

**VI. APPROVE CONSENT AGENDA:**

Council Member Stahl made a motion, seconded by Council Member Metty to approve the Consent Agenda. Motion passed unanimously.

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- a. **APPROVE MINUTES OF OCTOBER 27, 2016 SPECIAL MEETING AND NOVEMBER 2, 2016 REGULAR MEETING. (S. HILL)**
- b. **APPROVE INVOICES FOR PAYMENT. (GIMENEZ)**  
  
Invoices approved for payment were paid by General Fund checks numbered 136794 through 136885 and EFT payments totaling \$1,778,639.65.
- c. **APPROVE QUARTERLY INVESTMENT REPORT FOR QUARTER ENDING SEPTEMBER 30, 2016 AS PREPARED BY VALLEY VIEW CONSULTING, L.L.C. (GIMENEZ)**
- d. **APPROVE RENEWAL AGREEMENT OPTION FOR ONE (1) ADDITIONAL YEAR WITH THE CURRENT CITY'S INVESTMENT ADVISORS, VALLEY VIEW CONSULTING, L.L.C. (GIMENEZ)**
- e. **APPROVE PARC WORK ORDER FOR THE GULF OF MEXICO ALLIANCE: COASTAL COMMUNITY SMALL GRANT APPLICATION IN THE AMOUNT OF \$1,087.50. (B. HILL)**
- f. **APPROVE A BUDGET AMENDMENT TO REVISE FEDERAL GRANT RPT 1602 FUNDS AWARDED. (ARRIAGA)**
- g. **APPROVE BUDGET AMENDMENT IN THE AMOUNT OF \$16,000 FOR ENGINEERING SERVICES TO REPAIR THE CAUSEWAY BOARDWALK. (GIMENEZ)**
- h. **APPROVE A BUDGET AMENDMENT TO ALLOCATE FUNDS ASSOCIATED WITH THE GREEN BAG GRANT IN THE AMOUNT OF \$1,650. (BALDOVINOS)**
- i. **APPROVE EXCUSED ABSENCE REQUEST FROM COUNCIL MEMBER DENNIS STAHL FROM THE NOVEMBER 2, 2016 CITY COUNCIL MEETING. (STAHL)**
- j. **APPROVE A BEACH-DUNE APPLICATION FOR THE INSTALLATION OF A MOBILE ACCESS MAT AT THE SEABREEZE I CONDOMINIUMS. (B. HILL)**
- k. **APPROVE BEACH-DUNE APPLICATION TO THE GENERAL LAND OFFICE (GLO) FOR THE CONSTRUCTION OF A BALCONY AND DECK STRUCTURES AT 4704 GULF BOULEVARD. (B. HILL)**
- l. **APPROVE THE PURCHASE OF A 2017 FORD EXPLORER XLT FOR AN ESTIMATED AMOUNT OF \$35,000 TO REPLACE A 2009 FORD ESCAPE. (ARNOLD)**



- m. APPROVE A BUDGET AMENDMENT TO ALLOCATE GRANT FUNDS IN THE AMOUNT OF \$30,000 FROM THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL REGIONAL SOLID WASTE GRANT PROGRAM; AND APPROVE BUDGET AMENDMENT TO ALLOCATE \$6,000 FROM THE GENERAL FUND EXCESS RESERVES TO PURCHASE A TRUCK FOR THE ENVIRONMENTAL HEALTH SERVICES DEPARTMENT. (BALDOVINOS)**
- n. APPROVE SECOND READING OF ORDINANCE NO. 16-22 AMENDING CHAPTER 11 AMENDING ARTICLE XII, "SHORT TERM RENTALS" TO CLARIFY RESPONSIBILITIES OF OWNERS AND LOCAL CONTACT PERSON AND ALLOW FOR TRANSFERABILITY OF REGISTRATION. (STAHL)**

A true and correct copy of said Ordinance was placed in the City's Ordinance Book and entitled Ordinance No. 16-22, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- o. APPROVE SECOND READING OF ORDINANCE NO. 16-23 AMENDING CHAPTER 17 BY ADDING A NEW SEC. 17-17 PERTAINING TO HOTEL OCCUPANCY TAX ("HOT") BY ADDING A NEW VENUE TAX WHICH SHALL INCREASE THE HOT BY 2%. (COUNCIL)**

A true and correct copy of said Ordinance was placed in the City's Ordinance Book and entitled Ordinance No. 16-23, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- VII. APPROVE ACCEPTANCE OF TEXAS DEPARTMENT OF TRANSPORTATION PROJECT GRANT AGREEMENT TGR 1702 IN THE AMOUNT OF \$3,261,123 AND AUTHORIZE CITY MANAGER TO ENTER GRANT AGREEMENT. (ARRIAGA)**

Deborah Carpenter, Transit Program Administrator gave a short update on the progress on the Transit Multi-Modal facility.

Mayor Patel made a motion to approve acceptance of Project Grant Agreement TGR 1702 for \$3,261,123 and authorized the City Manager to enter into agreement. Motion was seconded by Council Member Pitcock, which carried on a unanimous vote.

- VIII. PUBLIC HEARING: TO DISCUSS A SUBDIVISION VARIANCE FOR THE LOT DEPTH OF THE PRIVATE BOAT LAUNCHING RAMP AND AREA AT CLIPPER LANE IN FIESTA ISLES SUBDIVISION. (KIM)**

At 6:03 p.m., Mayor Patel opened the Public Hearing.

Proponents: Pete Diaz

Opponents: Ramona Alcantara Kantack

Mayor Patel closed the Public Hearing at 6:21 p.m.



**XIV. DISCUSSION AND ACTION TO AMEND EXISTING CONTRACT WITH KIMLEY-HORN TO INCLUDE ADDITIONAL CONSTRUCTION-RELATED SERVICES FOR GULF BOULEVARD PHASE 4 IN THE AMOUNT OF \$12,000, ENGINEERING AND DESIGN SERVICES FOR WHITE SAND STREET FOR \$16,000; AND APPROVE BUDGET AMENDMENTS ASSOCIATED WITH THESE ADDITIONAL SERVICES. (JONES)**

Mayor Patel made a motion to amend existing Kimley-Horn contract and approve budget amendment, to include additional construction-related services for Gulf Boulevard Phase 4 in the amount of \$12,000 and engineering and design services in the amount of \$16,000 for White Sands Street improvements. Council Member Pitcock seconded the motion. Motion passed unanimously.

**XV. DISCUSSION AND ACTION TO RESCHEDULE OR CANCEL THE DECEMBER 21, 2016 CITY COUNCIL MEETING DUE TO THE UPCOMING HOLIDAY. (S. HILL)**

Council Member Bagley made a motion to cancel the December 21, 2016 City Council meeting due to the holidays. Motion was seconded by Council Member Pitcock, which carried unanimously.

**XVI. ADJOURN.**

There being no further business, Mayor Patel adjourned the meeting at 7:11 p.m.

\_\_\_\_\_  
Susan M. Hill, City Secretary

APPROVED

\_\_\_\_\_  
Bharat R. Patel, Mayor

**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** December 7, 2016

**NAME & TITLE:** Rodrigo Gimenez, Finance Director

**DEPARTMENT:** Finance

**ITEM**

Approve invoices for payment by General Fund checks numbered 136886 through 137035 and EFT payments totaling \$989,594.73.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal: YES: \_\_\_\_\_ NO: \_\_\_\_\_  
Approved by Legal: YES: \_\_\_\_\_ NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**

**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** December 7, 2016  
**NAME & TITLE:** Randy Smith, Public Safety Director  
**DEPARTMENT:** Police

**ITEM**

Approve Resolution No. 2016-37 approving the temporary closure of Highway 100 for the Causeway Run and Fitness Walk event on Saturday, January 14, 2017.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:                      YES: \_\_\_\_\_                      NO: \_\_\_\_\_  
Approved by Legal:              YES: \_\_\_\_\_                      NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**



**RESOLUTION NO. 2016-37**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, APPROVING THE TEMPORARY CLOSURE OF HIGHWAY 100 FOR THE CAUSEWAY RUN AND FITNESS WALK EVENT ON SATURDAY, JANUARY 14, 2017.**

**WHEREAS**, the 33rd Annual Longest Causeway & Fitness Walk, produced by The Port Isabel Chamber of Commerce, is an annual event beginning in Port Isabel and ending at Louie's Backyard on South Padre Island; and

**WHEREAS**, the Longest Causeway and Fitness Walk brings over 4000 participants to South Padre Island; and

**WHEREAS**, the implementation of the SPI Christmas Parade requires our consent by resolution for temporary closure of a state right-of-way;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of South Padre Island, Texas:

**Section 1.** The City Council hereby adopts Resolution No. 2016-37 supporting the temporary closure of Hwy. 100 on Saturday, January 14, 2017 for this event and will provide traffic control for the temporary closure of Hwy. 100 to provide safe travel for participants and the general public.

**PASSED, APPROVED AND ADOPTED** on this the 7th day of December, 2016.

**CITY OF SOUTH PADRE ISLAND, TEXAS**

\_\_\_\_\_  
Bharat R. Patel, Mayor

**ATTEST:**

\_\_\_\_\_  
Susan M. Hill, City Secretary

5-12



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Phone: (956) 943-2262  
Toll Free: 1-800-527-6102

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Fax: (956) 943-4001  
director@portisabel.org

Susan Hill  
City of South Padre Island  
4601 Padre Blvd.  
South Padre Island, TX 78597

Nov. 21, 2016

Dear Ms. Hill,

The Port Isabel Chamber of Commerce is once again seeking the support of the City of South Padre Island in our plans for the 33<sup>rd</sup> Annual Longest Causeway Run & Fitness Walk, scheduled to be held on Saturday, Jan. 14, 2017.

We are asking that the City support the event with a resolution approving the closure of one westbound lane of the Queen Isabella Memorial Bridge during the morning of the event. The City of Port Isabel will adopt a similar resolution.

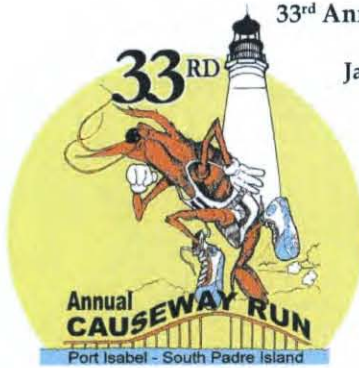
I have attached a copy of the route map and will be happy to provide any additional information you might need. There are no major changes for the 2017 event.

We have always appreciated the support both cities have provided for this event in the past. In 2016, the event attracted more than 3,000 participants. We are looking forward to a large turnout again with the 33<sup>rd</sup>. Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Betty Wells".

Betty Wells  
President



**33<sup>rd</sup> Annual LONGEST CAUSEWAY RUN & FITNESS WALK**

**January 14, 2017 – 10 a.m. – Port Isabel-South Padre Island, Texas  
HOSTED by the Port Isabel Chamber of Commerce**

**START:** Causeway Run starts at 10:00 a.m. sharp at the Port Isabel Community Center. Fitness Walk starts at the Community Center at 10:15 a.m.

**EARLY BIRD REGISTRATION:** \$30 (10K Run); \$25 (5K Walk); Students & Military with ID \$15 (10K Run or 5K Walk) before Dec., 31, 2016. Online registration or mail to: Port Isabel Chamber of Commerce, 421 E. Queen Isabella Blvd., Port Isabel, TX 78578.

**LATE REGISTRATION FEES:** After Dec. 31, 2016, \$35 (10K Run); \$30 (5K Walk); \$20 Students & Military with ID (10K Run or 5K Walk). Late registration can be processed at the Chamber office Jan. 2 – 12, 2017, Monday – Saturday

from 9 a.m. to 5 p.m., or online until Jan. 12, 10:00 p.m.

**ON-SITE LATE REGISTRATION:** Port Isabel Community Center, 213 Yturria St., Port Isabel, Friday, Jan. 13 from 4 – 7 p.m. or Saturday, Jan. 14 from 7 – 9 a.m. \$35 (10K Run); \$30 (5K Walk); \$20 Students & Military with ID (10k Run or 5K Walk).

**T-SHIRT AND WALKER WRISTBAND PICK UP:** Participants may check in at the Port Isabel Chamber office Mon.-Thurs. the week of the event from 9:00 a.m. to 5:00 p.m. to pick up their T-shirts and walker wristbands. **RUNNERS DISPOSABLE TIMING CHIPS AND BIBS WILL ONLY BE HANDED OUT AT LATE REGISTRATION FRIDAY AND SATURDAY AT THE COMMUNITY CENTER. T-SHIRTS ARE GUARANTEED TO THE FIRST 2,500 PARTICIPANTS TO CHECK IN. SIZES CANNOT BE GUARANTEED.**

**RACE COURSE:** 10K (6.2 mi.) starts at the Port Isabel Community Center and ends at Louie's Backyard on South Padre Island. One major incline. Water stations at locations along course and at the finish line. Police and EMS protection is provided. The run is USA Track and Field certified: Certification #TX15006WG. (See map on reverse)

**FITNESS WALK COURSE:** 5K (3 mi.) course starts at the Port Isabel Community Center, then right on Davis St., right on Musina St., left on Maxan St., right on Garcia St. and left on Highway 100. The finish line will be at the Padre Balli statue on South Padre Island. Shuttle service will be available to Louie's Backyard to the runners' awards ceremonies or back to Port Isabel. **THIS IS NOT A RACE. IT IS A PARTICIPATION WALK.**

**SHUTTLE SERVICE:** Shuttle service will be available starting at 7:00 a.m. Saturday morning from Louie's Backyard to the start line at the Port Isabel Community Center. Shuttles will also transport participants from Louie's back to Port Isabel at the end of the race for vehicle pick up. You must be wearing a PICC Causeway Run & Fitness bib or wristband to use the shuttle bus to Louie's or back to Port Isabel at the end of the race. Please expect delays with the buses. **ABSOLUTELY NO PETS ARE ALLOWED IN THE RUN OR WALK!**

**AWARDS & PRESENTATIONS:** CASH AWARDS TO OVERALL FIRST 3 PLACES BOTH MALE & FEMALE RUNNERS! \$500-1st; \$300-2nd; \$200-3rd. Medals will be given to the overall male and female winners as well as first through third place winner in each male and female age division of the 10K. Overall winners will be ineligible for awards in their respective age divisions. Awards will be presented at the awards ceremony immediately following the race and scoring at Louie's. FREE refreshments will be available as supplies last. **ALL PARTICIPANTS CROSSING THE FINISH LINES WILL RECEIVE FINISHER MEDALS.**

FOR RUN, WALK, ACCOMMODATIONS & ACTIVITES INFORMATION, CALL: Port Isabel Chamber of Commerce 1-800-527-6102 or (956) 943-2262 or email [director@portisabel.org](mailto:director@portisabel.org) or the South Padre Island Convention & Visitors Bureau at 1-800-50-Padre or [sopadre.com](http://sopadre.com).

Fill out and detach the Registration Form below. Fax to (956) 943-4001 or mail to Port Isabel Chamber of Commerce 421 E. Queen Isabella Blvd., Port Isabel, TX 78578.

Registration for:  RUN or  WALK (Make checks payable to Port Isabel Chamber of Commerce)

Please check or circle the applicable options. Registration cannot be processed unless RUNNER or WALKER category is selected.

Name: \_\_\_\_\_ Sex: Male / Female Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Payment: Check # \_\_\_\_\_ Amount: \_\_\_\_\_ Credit Card: Name \_\_\_\_\_

Credit Card # \_\_\_\_\_ (M/C-VISA-Discover) \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

e-Mail Address: \_\_\_\_\_

Age Group: (13 & under) (14-18) (19-24) (25-29) (30-34) (35-39) (40-44) (45-49) (50-54) (55-59) (60-64) (65-69) (70-74) (75-79) (80+)

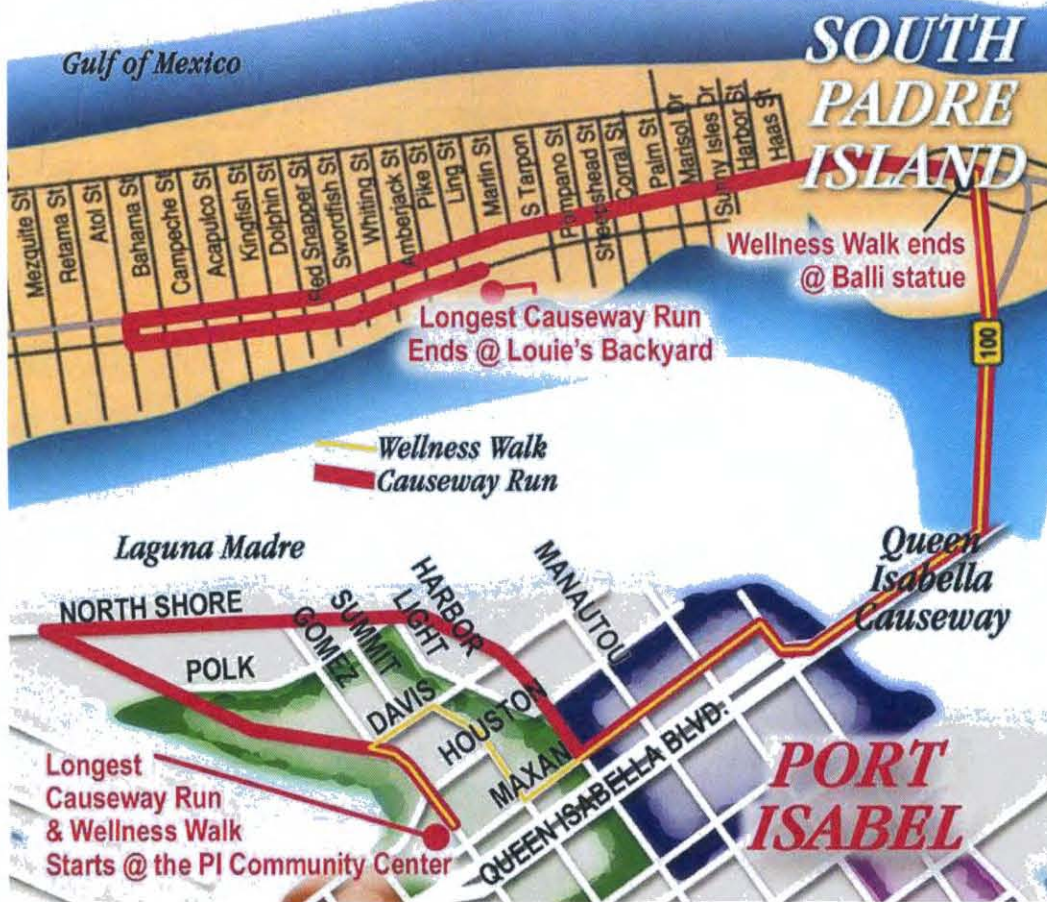
WAIVER STATEMENT: I waive any and all claims for myself, my administrator and my heirs against all officials, sponsors and organizations, executors of the State of Texas, Texas Highway Department, County of Cameron, City of Port Isabel, Town of South Padre Island, Port Isabel Chamber of Commerce, the timing officials and any and all volunteers connected with the 33rd ANNUAL LONGEST CAUSEWAY RUN AND FITNESS WALK, for injury or illness which is directly or indirectly a result from my participation in this event. I attest that I have full knowledge of the risks involved in this event and I am physically fit and sufficiently trained to participate in this event.

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

5-14



33<sup>rd</sup> Annual LONGEST CAUSEWAY RUN & FITNESS WALK ROUTE



Fill out Causeway Run & Fitness Walk Registration Form on other side and return to:  
 Port Isabel Chamber of Commerce [www.portisabelchamber.com](http://www.portisabelchamber.com)  
 421 E. Queen Isabella Boulevard, Port Isabel, Tx 78578  
 Or Fax to: 956/943-4001. Make checks payable to Port Isabel Chamber of Commerce.

FOR RUN, WALK, ACCOMMODATIONS & ACTIVITES INFORMATION, CALL: Port Isabel Chamber of Commerce  
 1-800-527-6102 or (956) 943-2262 or email [director@portisabel.org](mailto:director@portisabel.org) or the  
 South Padre Island Convention & Visitors Bureau at 1-800-So-Padre or [sopadre.com](http://sopadre.com).  
**REGISTER ONLINE** until January 12, 2017, 10:00 p.m.> [bit.ly/2017run-walk](http://bit.ly/2017run-walk)  
**DEADLINE** for EARLY REGISTRATION by mail is Dec. 31, 2016.

Sponsored  
 in part by:



~ PORT ISABEL/SOUTH PADRE PRESS & PARADE ~ FIRST NATIONAL BANK OF SOUTH PADRE ~



Port Isabel Chamber of Commerce  
 421 E. Queen Isabella Blvd.  
 Port Isabel, TX 78578



LONGEST CAUSEWAY RUN & FITNESS WALK ~ JANUARY 14, 2017

5-15

**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** December 7, 2016  
**NAME & TITLE:** Rodrigo Gimenez, Finance Director  
**DEPARTMENT:** Finance

**ITEM**

Approve budget amendment from excess reserves in the amount of \$10,500 for the implementation and administration of the new Venue Tax.

**ITEM BACKGROUND**

Below is the additional cost proposed by MuniServices for the new services and associated costs:

<i>Service</i>	<i>Estimated Cost</i>
Setup Fee to cover internal system setup, forms updates, taxpayer notification, updates to the client reporting portal and changes to the disbursement of funds.	\$2,500.00
MuniServices tax specialists on-site at SPI for Taxpayer Education Day to educate and answer any questions taxpayers may have regarding the new tax.	\$600 per person per day, plus travel & expenses
Online File and Pay Updates to update and add the new Venue Tax to the current online file and pay system.	\$4,000.00

**BUDGET/FINANCIAL SUMMARY**

Increase line item 01-570-0530 by \$10,500

The current level of excess reserves in the General Fund is \$909,000

5-16

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal: YES: \_\_\_\_\_ NO: \_\_\_\_\_  
Approved by Legal: YES: \_\_\_\_\_ NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**

**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** December 7, 2016  
**NAME & TITLE:** Susan Guthrie, City Manager  
**DEPARTMENT:** City Manager's Office

**ITEM**

Approve budget adjustments to fund an Interim IT Director in the amount of \$23,362 and to increase the salary budgeted for the IT Director in the amount of \$9,713 from excess reserves.

**ITEM BACKGROUND**

The City is currently recruiting for the Information Technology Director position. Information technology is a critical component to each department of the City. To avoid any disruptions in service the City has contracted with Strategic Government Resources for placement of an Interim IT Director until a permanent replacement has been found.

**BUDGET/FINANCIAL SUMMARY**

This amount requested includes: Interim IT Director services from November 28<sup>th</sup> through January 29<sup>th</sup>, temporary housing and 4 trips for the Interim Director to return home during this time frame.

The financial/budget details are listed below:

- Increase line item 01-515-0530 by \$23,362
- Increase line item 01-515-0010-01 by \$8,439
- Increase line item 01-515-0080 by \$1,092
- Increase line item 01-515-0070 by \$159
- Increase line item 01-515-0083 by \$23

The current level of excess reserves in the General Fund is \$909,000

5-18

**COMPREHENSIVE PLAN GOAL**

6.I. Continue to provide adequate public services including public works, fire and police protection.

6.J. Continue to support the needs of the Public Works, Police and Fire Departments to ensure adequate protection of the population.

**LEGAL REVIEW**

Sent to Legal: YES: \_\_\_\_\_ NO:   x    
Approved by Legal: YES: \_\_\_\_\_ NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**

Staff recommends the budget adjustment request above.

**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** December 7, 2016  
**NAME & TITLE:** Susan Guthrie, City Manager  
**DEPARTMENT:** City Manager's Office

**ITEM**

Approve budget adjustment for Assistant City Manager's salary in the amount of \$15,346 to be taken out of excess reserves.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

The financial/budget details are listed below:

- Increase line item 01-512-0010-01 by \$33,111
- Decrease line item 01-512-0010-02 by \$19,273
- Increase line item 01-512-0070 by \$262
- Increase line item 01-512-0080 by \$1,220
- Increase line item 01-512-0083 by \$26

The current level of excess reserves in the General Fund is \$909,000

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:	YES: _____	NO: <u>  x  </u>
Approved by Legal:	YES: _____	NO: _____

**RECOMMENDATIONS/COMMENTS**

Staff recommends the budget adjustment request above.

5-20

**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** December 6

**NAME & TITLE:** Brandon Hill, Shoreline Management Director

**DEPARTMENT:** Shoreline Management

**ITEM**

Approve Beach-Dune Permit for Marisol Condominiums for walkover construction located at 1700 Gulf Boulevard.

**ITEM BACKGROUND**

Marisol Condominiums wishes to build a walkover aligned with the existing pathway to the public beach.

**BUDGET/FINANCIAL SUMMARY**

N/A

**COMPREHENSIVE PLAN GOAL**

N/A

**LEGAL REVIEW**

Sent to Legal: YES: \_\_\_\_\_ NO:   X    
Approved by Legal: YES: \_\_\_\_\_ NO:   X  

Comments:

**RECOMMENDATIONS/COMMENTS**

This item was presented to Shoreline Task Force on December 2, 2016 for their approval.

5-21



TEXAS GENERAL LAND OFFICE  
GEORGE P. BUSH, COMMISSIONER

November 14, 2016

**Via Electronic Mail**

Brandon Hill  
Shoreline Management Department  
City of South Padre Island  
P.O. Box 3410  
South Padre Island, Texas 78597-3410

**Beachfront Construction Certificate & Dune Protection Permit in the City of South Padre Island**

**Site Address:** 1700 Gulf Boulevard, South Padre Island  
**Legal Description:** Marisol Apts Cond, Lots 1-4, Block 1, Sunny Isle Subdivision  
**Lot Applicant:** Jamie Ortiz (Ortiz Construction)  
**GLO ID No.:** BDSPI-16-0325

Dear Mr. Hill:

The General Land Office has reviewed the application for a dune protection permit and beachfront construction certificate for the above-referenced location. The applicant proposes to construct a 5-ft wide by 300-ft long dune walkover in an existing beach access pathway. An existing wooden plank walkway and concrete stairs will also be removed. The applicant will mitigate for 105 square feet of adverse effects to dune vegetation. According to the Bureau of Economic Geology, the proposed construction is located in an area that is accreting.

Based on the materials forwarded to our office for review, we have the following comments:

- The applicant provided written assurance to adhere to the mitigation plan suggested by the City of South Padre Island. The City must ensure that the applicant follows exactly the mitigation plan submitted in the application materials.
- The City shall provide written notification to the GLO after determining that the mitigation is complete. The GLO may conduct a field inspection to verify compliance.<sup>1</sup>
- The property owner identified in the permit application is not consistent with the Cameron County Central Appraisal District (CAD) records. The City must ensure the legal owner of the property has authorized the proposed construction prior to issuing the beachfront construction certificate and dune protection permit.

---

<sup>1</sup> 31 Tex. Admin. Code § 15.4(g)(4).

5-22



- The applicant must first avoid and then mitigate for any adverse effects to dunes or dune vegetation.<sup>2</sup>
- Construction activities must not impact the public's ability to access or use the beach.
- The City should require the applicant to restrict the seaward terminus of the walkway to the most landward point of the public beach<sup>3</sup> and should ensure that the walkover will not interfere with or otherwise restrict public use of the beach at normal high tides.<sup>4</sup>
- The deck of the walkway must be of sufficient elevation to allow for the growth of dune vegetation and the migration of dunes to the greatest extent practicable.<sup>5</sup>
- The walkway height should be at least one to one and a half times its width (three feet minimum) to allow sunlight to reach vegetation underneath.
- Construction of the proposed dune walkover should conform to the GLO's guidelines provided in the Dune Protection and Improvement Manual for the Texas Gulf Coast, and can be found on the GLO website at: <http://www.glo.texas.gov/coast/coastal-management/forms/files/dune-protection-manual-gpb.pdf>

If you have any questions, please contact me by phone at (512) 463-0413 or by email at [natalie.bell@glo.texas.gov](mailto:natalie.bell@glo.texas.gov).

Sincerely,



Natalie Bell  
Beach Access & Dune Protection Program  
Coastal Resources Division  
Texas General Land Office

---

<sup>2</sup> 31 TAC §15.4(f)(3).

<sup>3</sup> 31 TAC §15.7(g)(1).

<sup>4</sup> 31 TAC §15.7(g)(2).

<sup>5</sup> 31 TAC §15.7(g)(3).

## MEMORANDUM

TO: Shoreline Task Force  
Natalie Bell, General Land Office

FROM: Brandon N. Hill, Shoreline Management Department Project and Program Manager

DATE: September 19, 2016

RE: Preliminary determination on the impact of the proposed beach and dune walkover at Marisol Apartments 1700 Gulf Blvd, South Padre Island, TX 78597

The enclosed application materials present plans for a beach and dune walkover extending from the retaining wall of Marisol Apartments. The preliminary determination of the Shoreline Management Department is that the proposed activity will have minimal impact on dune vegetation, drainage and water flow. The walkover will follow the footprint an existing foot path and allow for nominal disruption to be inflicted on the adjacent dunes. Any damages that are incurred will be mitigated as described in this application.

With consideration given to conformance with TAC regulations our preliminary determination is that:

1. The proposed activity will not reduce the size of the public beach. [TAC 15.5 (b)(1)]
2. The proposed activity does not appear to involve construction upon the public beach. [TAC 15.5 (c)(1)]
3. The proposed activity will not encroach upon the public beach. [TAC 15.5 (c)(1)]
4. The proposed activity will not close any existing public beach accesses within the area, nor will the construction close or prevent the use of any existing public beach parking spaces. [TAC 15.5 (d)(1)]

With consideration given to the City's *Dune Protection and Beach Renourishment and Access Plan* [B&D Ord. Section 22-10]:

1. The proposed activity will not result in the potential for increased flood damage to the subject property or adjacent properties.
2. The proposed activity will not result in run-off or drainage patterns that aggravate erosion on and off the site.
3. The proposed activity will cause no changes to the existing dune hydrology east of the Historic Building Line.
4. The proposed activity will result in minimal adverse effects on dune vegetation. These effects will be mitigated through the actions outlined in the attached mitigation plan.
5. The proposed activity will not significantly increase the potential for washover or blowouts.

---

Brandon N. Hill

## Project Description

The proposed project will be a standard beach and dune walkover consistent with both city ordinances and the GLO's Coastal Dunes Manual. It will be a 300 foot long five foot wide raised wooden plank walkway leading from the properties seawall onto the beach. The preliminary determination of the Shoreline Management Department is that the proposed activity will have minimal impact on dune vegetation, drainage and water flow. The walkover will follow the footprint an existing foot path and allow for nominal disruption to be inflicted on the adjacent dunes. Any damages that are incurred will be mitigated one to one.

5-25

Dune Mitigation Plan  
Marisol Apartments  
1700 Gulf Blvd  
South Padre Island, TX

### **Impacts to Dune System**

The construction of the beach dune walkover will adhere to the guidelines specified in the Coastal Dunes Protection and Improvement Manual for the Texas Gulf Coast. Only hand tools will be employed for the placement of pilings. The beach dune walkover will measure five feet wide and extend 300 feet from the property's retaining wall. The existing non-elevated plank walkway and concrete stairs will be removed from the current foot path. The new construction will take place along this foot path as to minimize the impact on sediment and plant life. The included map shows the proposed footprint of the new walkover and the existing cleared foot path. 105 ft<sup>2</sup> of vegetation impact is projected along this path. Due to the utilization of the existing paths footprint the impact to the adjacent dune height should be minimal. Any sand that is removed including that dug up in placing pilings will be used to fill the Potential Planting Locations for Mitigation as indicated on the attached map.

### **Proposed Mitigation**

In order to offset the displacement of native dune vegetation by the footprint and construction of the beach dune walkover, the city proposes the property owners place removed culms along either side of the walkover. In particular the areas at the entrance to the public beach where the existing footpath has begun to grow wider than five feet. The culms will be placed at a density of two culms per square foot, placed on center. All displaced sand material will also be added to the Potential Planting Locations for Mitigation as indicated on the attached map. This will serve to reinforce the adjacent dunes and build up the toe of the dune field in front of the property.

LE-5

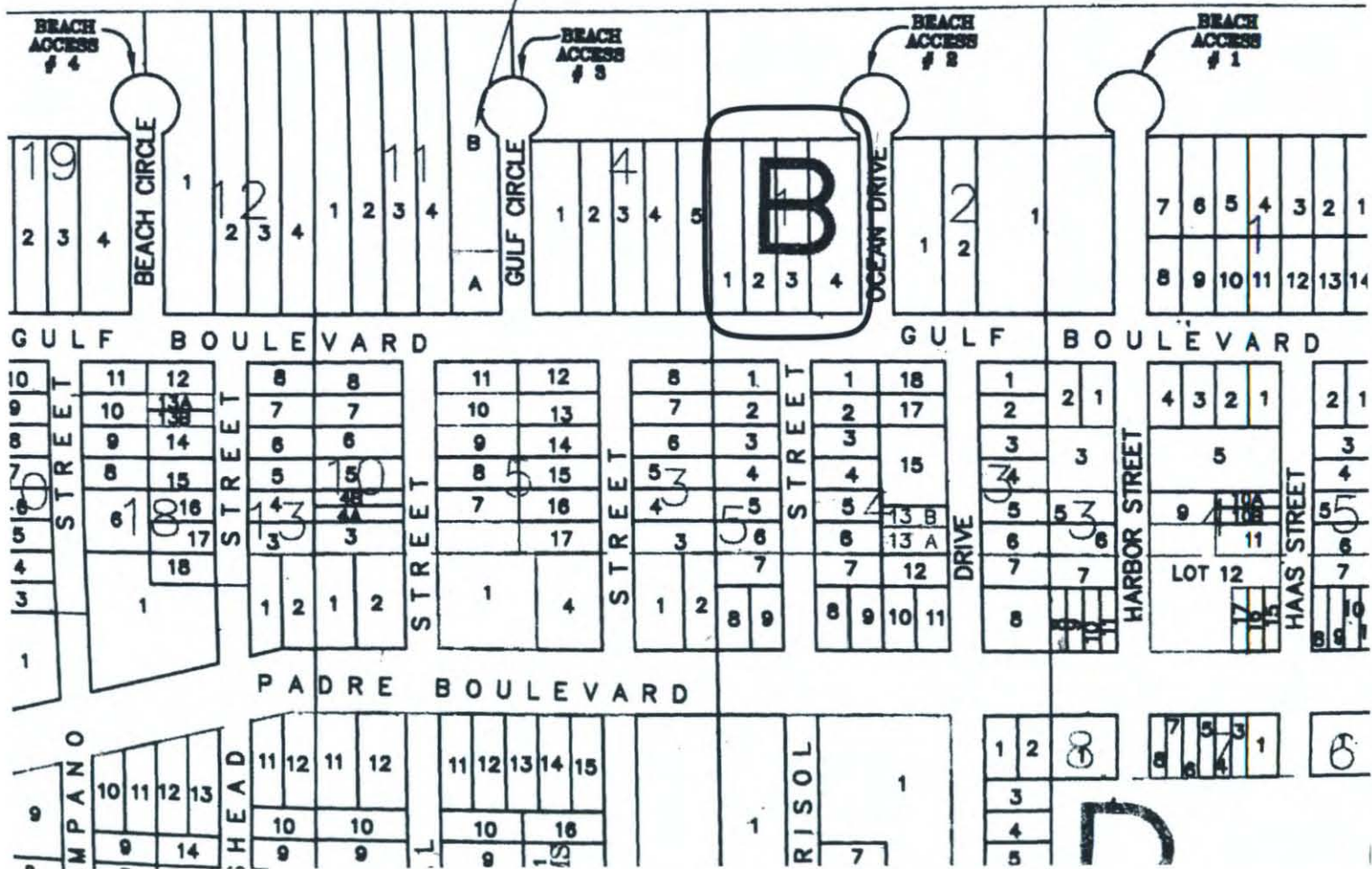
### GAMBLE PALMER RESUBDIVISION

PADRE BEACH, SECTION II

PADRE BEACH, SECTION I

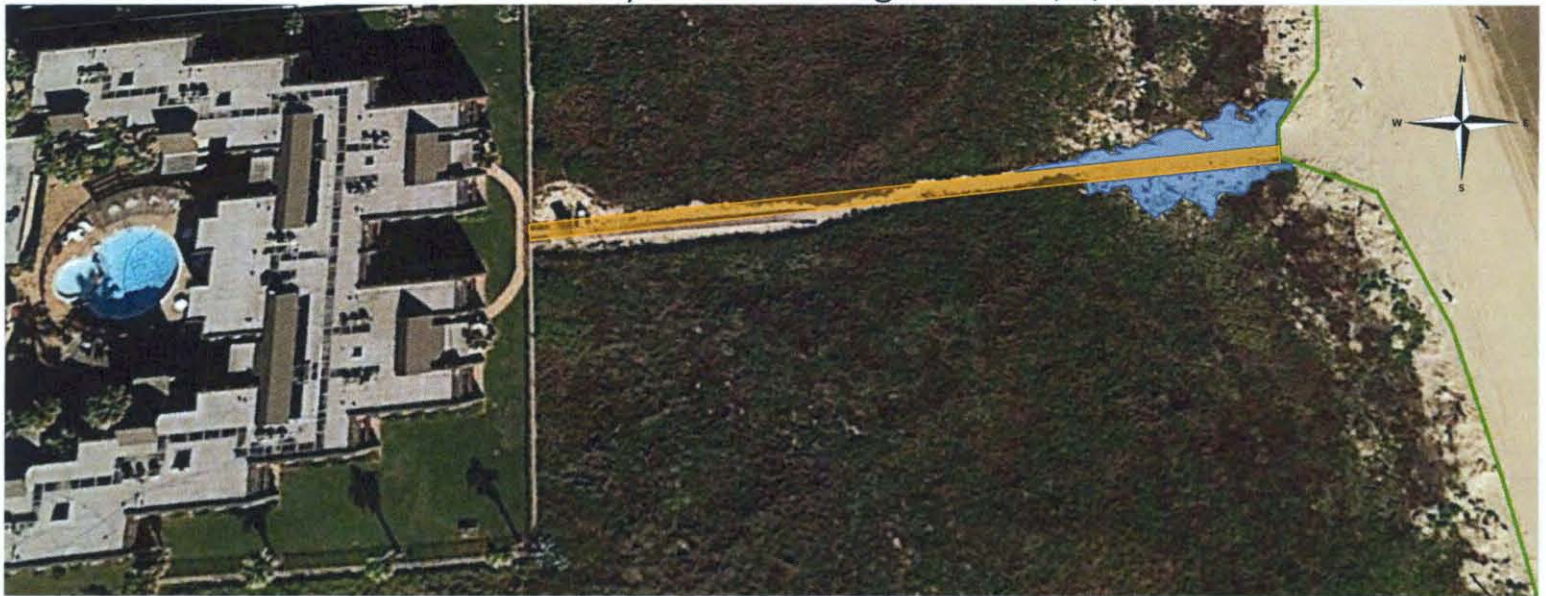
SUNNY ISLE SUBDIVISION

HAAS SUBDIVISION



# Marisol Beach Dune Walkover

- Potential Planting Locations for Mitigation
- Projected Footprint of Raised Beach and Dune Walkover
- Surveyed Line of Vegetation 9/8/2016



Map By Brandon N. Hill  
Sources: Google Earth, SPI Shoreline  
Management Department

0 50 100 200

82-5



# Beach & Dune Application

City of South Padre Island  
 4601 Padre Blvd.  
 South Padre Island, TX 78597  
 Phone (956) 761-3044  
 Fax: (956) 761-3898

Site for Proposed Work	
Legal Description: <u>Lots 1-4 - Block 1 - Sunny Isle Subd.</u>	Physical Address: <u>1700 Gulf Blvd Marisol Condominiums HOA</u>

Property Owner Information	Applicant / Agent for Owner
Name: <u>Marisol Condominiums HOA</u>	Name: <u>Jaime Ortiz - Ortiz Construction</u>
Mailing Address: <u>1700 Gulf Blvd</u>	Mailing Address: <u>PO Box 562</u>
City: <u>South Padre Island</u> State: <u>TX</u>	City: <u>Port Isabel</u> State: <u>TX</u>
Zip: <u>78597</u> Country: <u>USA</u>	Zip: <u>78578</u> Country: <u>Cameroon</u>
Phone Number: <u>761-1193</u>	Phone Number: <u>455-4263</u>
Fax Number: <u>761-5032</u>	Fax Number: _____
E-Mail Address: <u>manager@marisol-spi.com</u>	E-Mail Address: <u>ORTIZ7464@GMAIL.COM</u>
I / We, owners of the above-mentioned property, authorize the applicant stated above, to act in my behalf in order to acquire a Beach and Dune permit for the construction proposed below. (owner initials here <u>AD</u> .)	
Owner(s) Signature(s): <u>[Signature]</u>	Applicant Signature: <u>[Signature]</u>
Date: <u>07.19.16</u>	Date: <u>07/19/16</u>

Project Description
Describe with as much as detail as possible, the construction proposed. If more room is needed, please include an additional page. Include the number of habitable units, amenities, swimming pools, fences, kinds of fences, whether footings and/or retaining walls will be installed, and locations of proposed landscaping and parking.
<u>NEW 5' WIDE X 300' LONG WOODEN DECK.</u>
<u>MARISOL CONDOS.</u>
Total Square Footage of Footprint of Habitable Structure: <u>N/A</u>
Total Area of Impervious Surface (i.e. retaining walls, walkways, drives, patios, etc.): <u>W/A</u>
Percentage Impervious Surface ((impervious surface / habitable footprint) * 100): <u>N/A</u>
Please Note: the percentage of impervious surface cannot exceed 5% in an eroding area.
Approximate Duration of Construction: _____

5-29

Financial Plan for the Removal of All Hard Structures

All properties which are allowed to build retaining walls on their property are allowed to do so with the condition that a financial plan for the removal of the retaining wall is submitted to the Public Works Department of the City of South Padre Island. Removal of the retaining wall at the owner's expense may be required if/once the retaining wall comes into regular contact with wave action for twenty (20) out of thirty (30) consecutive days. The City accepts the submission of a Retaining Wall Covenant, or other financial guarantee, insuring the removal of the retaining wall if the required conditions are met.

Type of Plan Submitted: NA

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

Drainage

Describe the impact that the proposed construction will have on the natural drainage pattern on the site and adjacent lots.

No change in the drainage on site.

The proposed construction will change the grading and the drainage on the subject property. (An explanation will be required detailing where the water will drain.)

Explanation / Other Information: \_\_\_\_\_  
\_\_\_\_\_

Impacts to Beach / Dune System

Answer each question as completely as possible in narrative form.

1. What damage will this proposed construction have on the dune vegetation located at the project site?

No damage to dune vegetation whatsoever.

The proposed construction will impact 1 (one) % of the dune vegetation site. (An explanation of the "impact" will be required.)

The proposed construction will require the removal and relocation of 1 (one) % of the dune vegetation on site. (The submission of a mitigation plan will be required.)

Explanation / Other Information: walkover will be installed by hand no machinery required for the work

2. How will the proposed construction alter the dune size/shape at the project site?

No change to dune size/shape whatsoever.

The proposed construction will change \_\_\_\_\_ % of the size/shape of dunes on site. (Details will be required.)

The proposed construction will require the removal and relocation of \_\_\_\_\_ % of the dunes on site. (The submission of a mitigation plan will be required.)

Explanation / Other Information: \_\_\_\_\_  
\_\_\_\_\_

3. How will the proposed construction change the hydrology of the dunes at the project site?

No change to dune hydrology whatsoever.

The proposed construction will impact dune hydrology on site. (Details will be required.)

Explanation / Other Information: \_\_\_\_\_  
\_\_\_\_\_

4. Describe alternatives to the proposed construction or method of construction which will cause fewer or no adverse effects on dunes and dune vegetation.

None

5. Describe alternatives to the proposed construction or method of construction which will cause fewer or no adverse impairment to beach access.

None



### Mitigation Plan

Describe the methods which you will use to avoid, minimize, mitigate and/or compensate for any adverse effects on dunes or dune vegetation

Explanation / Other Information:

*Minimal relocation of adjacent vegetation may occur  
Any damage will be mitigated on a one-one basis*

Financial Plan for Dune Mitigation:

If required by the City Council, a financial guarantee (irrevocable letter of credit or a performance bond, etc.) may be necessary to insure the mitigation of dunes/dune vegetation takes place as proposed and required of the applicant

Type of Plan Submitted

*N/A*

Date of Submission

### Checklist of Additional Required Application Information

An accurate map, plat or site plan showing:

1. Legal description of the property (lot, block, subdivision) and the immediately adjoining property.
2. Location of all existing structures - including the habitable and inhabitable structures, swimming pools, decks, fences, parking areas, landscape areas, etc.
3. Location of the Historical Building Line on the subject property and the extension of the line on the properties immediately adjoining the subject property to the north and to the south.
4. Location and elevation of existing retaining walls - both on the subject property and those properties immediately adjoining the subject property to the north and to the south.
5. Location of proposed structure(s) - if proposing the construction of a retaining wall, please also include the proposed elevation of the retaining wall.
6. Location of proposed driveways, parking areas (showing the # of proposed parking spaces) and landscape areas.
7. Location of all existing and proposed beach access paths and/or dune walkovers.
8. Location and extent of any man-made vegetated mounds, restored dunes, fill activities, or any other pre-existing human modifications on the tract.
9. Topographical survey of the site identifying all elevations, existing contours of the project area (including dunes and scales) and the proposed contours of the final grade.

Other required application information:

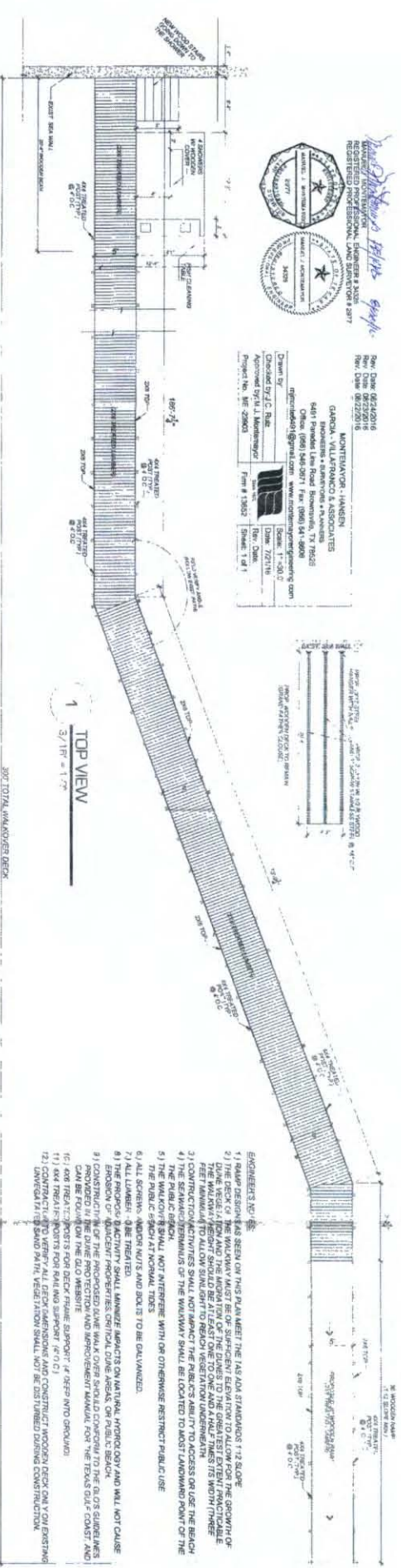
1. A grading and layout plan showing proposed contours for the final grade.
2. The floor plan(s) and elevation(s) of the structure proposed to be constructed or expanded.
3. Photographs of the site which clearly show the current location of the vegetation line & existing dunes on the tract within the last 6 months.
4. Copy of the Flood Rate Map showing the location of the subject property. (FEMA.GOV - Map Search)
5. Copy of the Historical Erosion Rate Map as determined by the University of Texas at Austin, Bureau of Economic Geology. (beg.utexas.edu)
6. Application Fee of \$180 for Staff Approved applications and \$300 for City Council Approved applications.

Your application is not complete unless all information requested above is submitted.

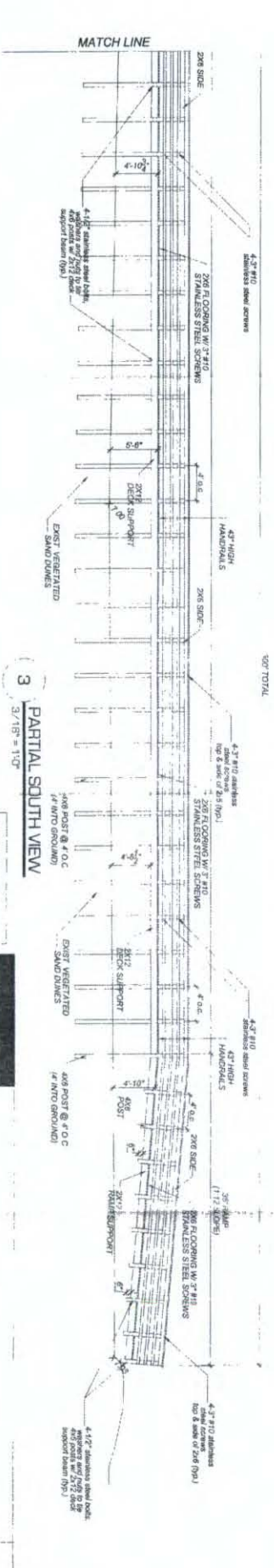
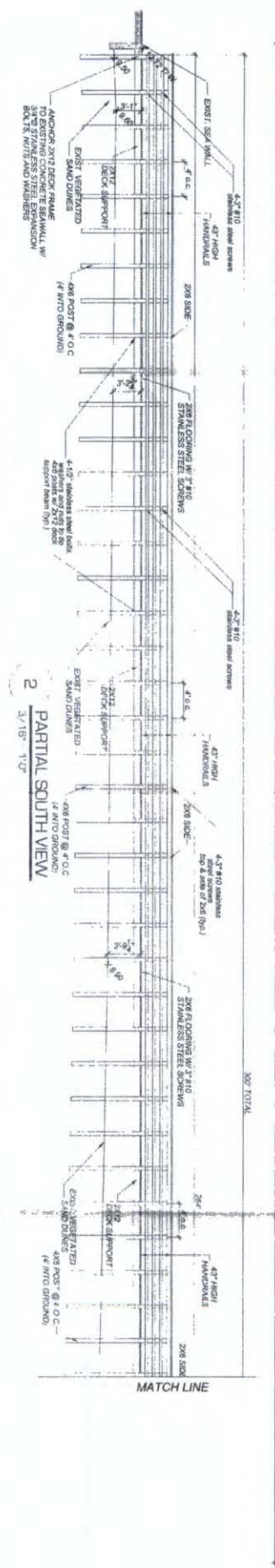
Application submissions require only three (3) copies of the complete information plus a digital copy.



REGISTERED PROFESSIONAL ENGINEER & ARCHITECT  
 GARCIA-VILLARINO & ASSOCIATES  
 ARCHITECTS & ENGINEERS  
 5400  
 Office: (989) 446-2871 Fax: (989) 541-8608  
 www.garcia-villarino.com  
 Project No. 18-0204 Form # 13037 Scale: 1/4" = 1'-0"  
 Date: 07/11/18 Rev. Date: 07/11/18  
 Drawn by: J.C. Rios  
 Checked by: J.C. Rios  
 Approved by: J.C. Rios  
 Project No. 18-0204 Form # 13037 Scale: 1/4" = 1'-0"  
 Date: 07/11/18 Rev. Date: 07/11/18



- ENGINEER'S NOTES:
- 1) SHAP DESIGNER SHALL VERIFY THE AS-BUILT STANDARDS 1/2" SLOPE
  - 2) THE DECK OF THE WALKWAY MUST BE OF SUFFICIENT ELEVATION TO ALLOW FOR THE GROWTH OF THE WALKWAY RAILING TO BE AT LEAST ONE TO ONE AND A HALF TIMES ITS WIDTH THREE FEET MINIMUM TO ALLOW SUNLIGHT TO REACH VEGETATION UNDERNEATH
  - 3) CONTRACTOR/ACTIVITIES SHALL NOT IMPACT THE PARK'S ABILITY TO ACCESS OR USE THE BEACH OR THE PUBLIC BEACH
  - 4) THE WALKWAY SHALL NOT INTERFERE WITH OR OTHERWISE RESTRICT PUBLIC USE OF THE PUBLIC BEACH AT NORMAL TIDES
  - 5) ALL SCREWS, ANCHORS, NAILS AND BOLTS TO BE GALVANIZED
  - 6) THE PROPOSED DECK SHALL MINIMIZE IMPACTS ON NATURAL, HISTORIC OR ANY OTHER CAUSE OF EROSION OF ADJACENT PROPERTIES CRITICAL DUNE AREAS OR PUBLIC BEACH
  - 7) CONSTRUCTION OF THE PROPOSED WALKWAY OVER SHOULD CONFORM TO THE BLUE GUIDELINES AND BE IN ACCORDANCE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION STANDARDS AND SPECIFICATIONS FOR ROADWAY CONSTRUCTION
  - 8) ALL TREATMENT POINTS FOR RAILING SUPPORT (IF ANY) SHALL BE INSTALLED PRIOR TO CONSTRUCTION
  - 9) CONTRACTOR SHALL VERIFY ALL DECK DIMENSIONS AND CONSTRUCT WOODEN DECK ON EXISTING CONCRETE FOUNDATION
  - 10) CONTRACTOR SHALL VERIFY ALL DECK DIMENSIONS AND CONSTRUCT WOODEN DECK ON EXISTING CONCRETE FOUNDATION
  - 11) ALL TREATMENT POINTS FOR RAILING SUPPORT (IF ANY) SHALL BE INSTALLED PRIOR TO CONSTRUCTION
  - 12) CONTRACTOR SHALL VERIFY ALL DECK DIMENSIONS AND CONSTRUCT WOODEN DECK ON EXISTING CONCRETE FOUNDATION
  - 13) CONTRACTOR SHALL VERIFY ALL DECK DIMENSIONS AND CONSTRUCT WOODEN DECK ON EXISTING CONCRETE FOUNDATION



Sheet	1 OF 2
Date	04/12/18
Project	A-1

SMALL DESCRIPTION  
 PROPERTY ADDRESS  
 HOBBY ADDRESS  
 HOBBY PHONE NUMBER  
 HOBBY EMAIL ADDRESS

CLIENT NAME  
 ADDRESS  
 PHONE NUMBER  
 EMAIL ADDRESS

No.	1	2	3	4	5	6	7	8	9	10
Rev.										
Description										

PROJECT DATA  
 PROJECT NO.  
 PROJECT NAME  
 PROJECT ADDRESS  
 PROJECT PHONE NUMBER  
 PROJECT EMAIL ADDRESS

NEW 5' WIDE X 300' LONG  
 WOODEN DECK @ MARISOL CONDOS



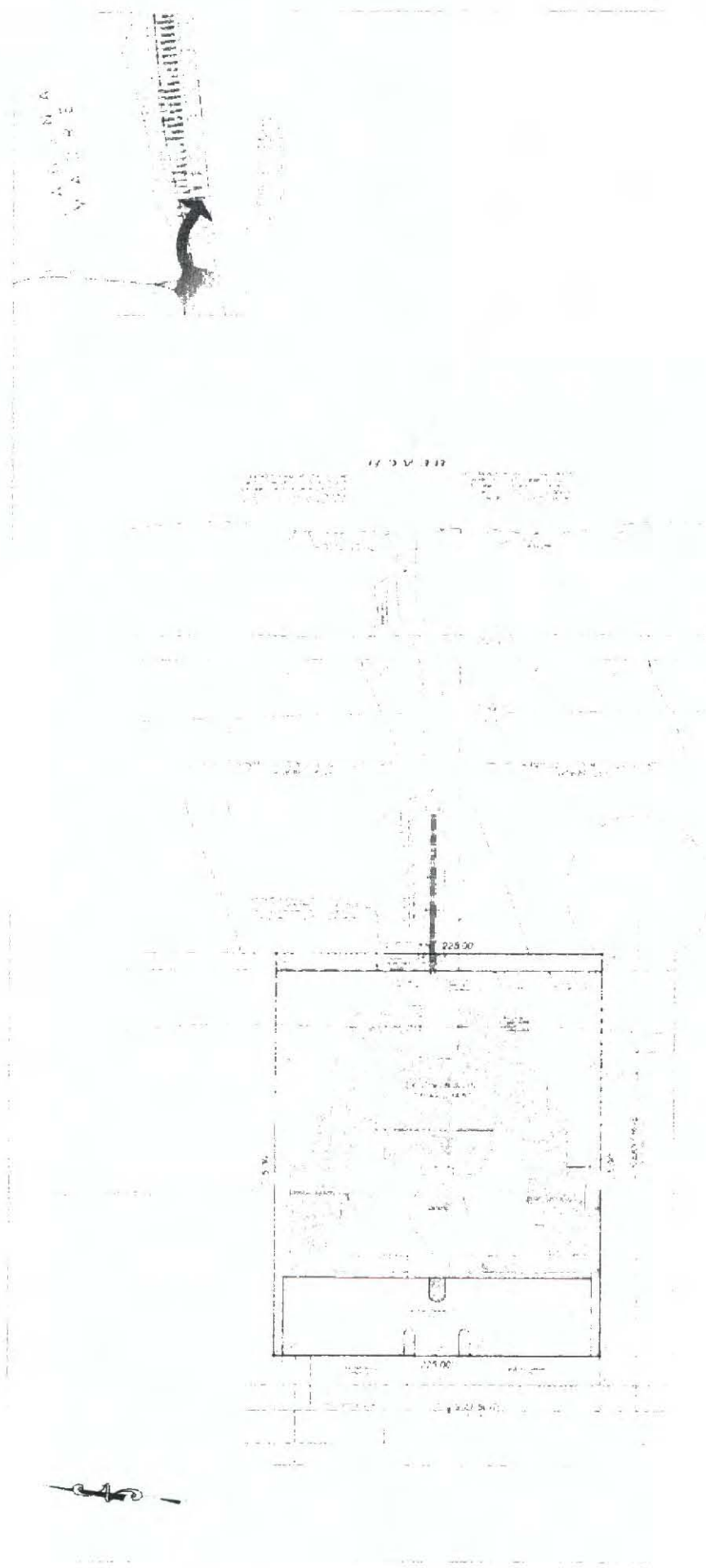
PROJECT DATA  
 PROJECT NO.  
 PROJECT NAME  
 PROJECT ADDRESS  
 PROJECT PHONE NUMBER  
 PROJECT EMAIL ADDRESS

NEW 5' WIDE X 300' LONG  
 WOODEN DECK @ MARISOL CONDOS

PROJECT DATA  
 PROJECT NO.  
 PROJECT NAME  
 PROJECT ADDRESS  
 PROJECT PHONE NUMBER  
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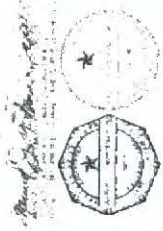
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**TOPOGRAPHIC SURVEY OF**  
**LOTS 1-4, BLOCK 1, SUNNY ISLE SUBDIVISION**  
**TOWN OF SOUTH PACE, ISLAND, CAMERON COUNTY, TEXAS ACCORDING**  
**TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 14, PAGE 8**  
**OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS.**

PREPARED FOR: MAHISOL CONDOMINIUMS

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STATE OF TEXAS  
 SURVEYOR GENERAL  
 OFFICE OF THE SURVEYOR GENERAL  
 1000 WEST 11TH STREET, SUITE 1000  
 AUSTIN, TEXAS 78701  
 PHONE: (512) 463-1000  
 FAX: (512) 463-1001  
 WWW: www.sgs.texas.gov

5-33

**Patrick Barrineau**

---

**From:** Paul Y Cunningham Jr. <lawofficepyc@sbcglobal.net>  
**Sent:** Wednesday, August 17, 2016 10:47 AM  
**To:** Patrick Barrineau  
**Cc:** Darla A. Jones; Jay Mitchim; Kathy Cunningham  
**Subject:** Re: Shoreline Management Dept. legally nonconforming structure query

I have no problem with the plan if it is OK with the GLO. They are not modifying the nonconforming structure.

Paul Y. Cunningham, Jr.  
Paul Y. Cunningham, Jr., P.C.  
P.O. Box 2729  
South Padre Island, Texas 78597  
Telephone:(956)761-6476  
Facsimile:(956)761-7812

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**From:** Patrick Barrineau <PBarrineau@MySPI.org>  
**To:** Paul Cunningham <lawofficepyc@sbcglobal.net>  
**Sent:** Wednesday, August 17, 2016 9:55 AM  
**Subject:** RE: Shoreline Management Dept. legally nonconforming structure query

This is only for a new walkover with stairs leading to the shower pad, there are no plans to alter the footprint or structure as it stands now.

**Patrick Barrineau** | Shoreline Management Director  
City of South Padre Island Shoreline Management  
4601 Padre Blvd South Padre Island, Texas 78597  
Office: 956-761-8111 | Fax: 956-761-3898 |  
E-mail: [PBarrineau@myspi.org](mailto:PBarrineau@myspi.org) [www.MySPI.org](http://www.MySPI.org)

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**From:** Paul Y Cunningham Jr. [mailto:lawofficepyc@sbcglobal.net]  
**Sent:** Wednesday, August 17, 2016 9:53 AM  
**To:** Patrick Barrineau <PBarrineau@MySPI.org>

**Cc:** Kathy Cunningham <lkathyc\_law@yahoo.com>

**Subject:** Re: Shoreline Management Dept. legally nonconforming structure query

Are they planning to do anything to the wash stand area or is this just for the new walk over with stairs to the shower pad?

Paul Y. Cunningham, Jr.  
Paul Y. Cunningham, Jr., P.C.  
P.O. Box 2729  
South Padre Island, Texas 78597  
Telephone:(956)761-6476  
Facsimile:(956)761-7812

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**From:** Patrick Barrineau <[PBarrineau@MySPI.org](mailto:PBarrineau@MySPI.org)>

**To:** Paul Cunningham <[lawofficepyc@sbcglobal.net](mailto:lawofficepyc@sbcglobal.net)>

**Sent:** Wednesday, August 17, 2016 9:13 AM

**Subject:** Shoreline Management Dept. legally nonconforming structure query

Good Morning Mr. Cunningham,

I hope this message finds you well. The Shoreline Management staff have a question regarding the legality of a legally nonconforming ('grandfathered') structure located east of the Historic Building Line and would very much appreciate your opinion. The answer to this question will determine how the Shoreline Department recommends a private dune walkover be built at the Marisol condominiums. In this message I will try to convey enough information so that you will be able to offer a recommendation on how to move forward. However if you feel as though you need more background, or a face-to-face conversation would work better, please let me know and I'll be happy to oblige.

In the dune area seaward of the Marisol condominiums, there is a wooden shower pad located along a low wooden boardwalk leading to the beach. Photographs of the site looking towards the seawall and beach are attached here for your information. The property owners desire to build a walkover leading from the seawall to the beach, featuring stairs leading down to the shower pad from the walkover itself. The blueprints are attached here with the stairs and shower pad highlighted. The property owners are steadfastly insistent on maintaining access to their shower pad, and have indicated repeatedly they believe there is a legal argument in favor of them maintaining this access. Additionally, the stairs and resultant access to the shower pad would very likely have little to no impact on dune vegetation or sand - in fact, removal of the shower pad would most likely result in more damage to the surrounding dunes and vegetation than allowing the pad to remain - so from the perspective of the Shoreline Management Department and General Land Office, the pad is permissible. Shoreline staff have confirmed this with GLO staff in Austin.

After consulting members of the building department in City Hall, Shoreline staff were informed that the State has a reasonable expectation that any legally nonconforming structure will eventually be brought into compliance, often by not permitting newly built structures to grant access to legally

nonconforming structures. Our interpretation is that including stairs granting access to the shower pad from the newly built walkover would be in violation of this reasonable expectation. So, the question that has arisen through our discussions with the property owners is: are newly-constructed dune walkovers allowed to grant access to a legally nonconforming structure such as a shower pad within the dune protected area? In other words, are the property owners allowed to build a new dune walkover with stairs leading to the shower pad? Please let me know if you would like any more information or would prefer to have a conversation regarding this situation, and I will look forward to hearing back from you soon.

Best Regards,

Patrick

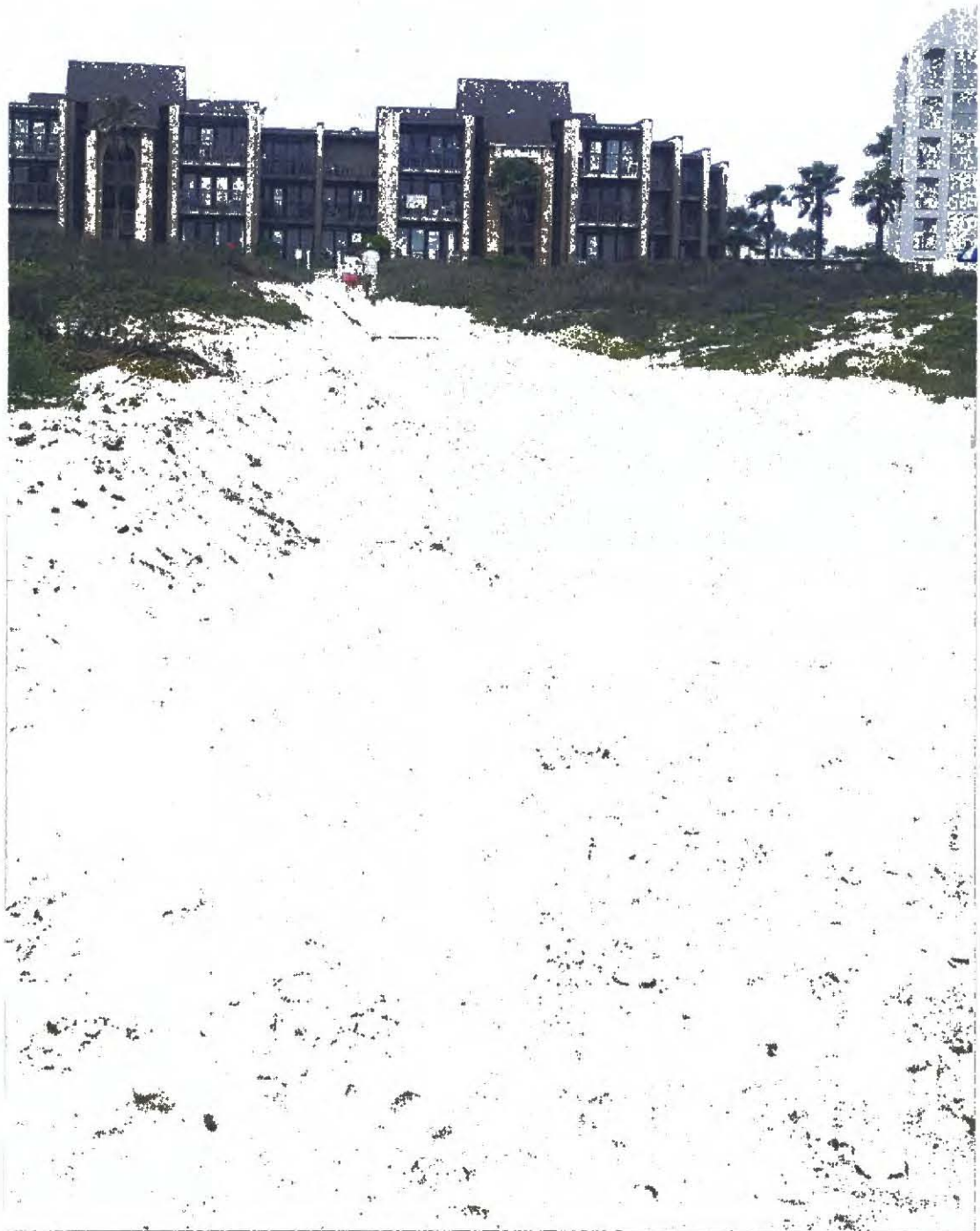
**Patrick Barrineau** | Shoreline Management Director  
City of South Padre Island Shoreline Management  
4601 Padre Blvd South Padre Island, Texas 78597  
Office: 956-761-8111 | Fax: 956-761-3898 |  
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5-31



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**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** December 7, 2016

**NAME & TITLE:** Brandon Hill, Shoreline Management Director

**DEPARTMENT:** Shoreline Management

**ITEM**

Approve Beach Dune Permit for the retaining wall construction for the Marriot Property, 6700 Padre Blvd from the City to the GLO. (Hill)

**ITEM BACKGROUND**

Mr. Patel wishes to construct a retaining wall to facilitate the development of his property. This retaining wall will be along the HBL and extend back along the length of his property on the North side.

**BUDGET/FINANCIAL SUMMARY**

N/A

**COMPREHENSIVE PLAN GOAL**

N/A

**LEGAL REVIEW**

Sent to Legal: YES: \_\_\_\_\_ NO:   X    
Approved by Legal: YES: \_\_\_\_\_ NO:   X  

Comments:

**RECOMMENDATIONS/COMMENTS**

This item was presented to Shoreline Task Force on December 2, 2016 for their approval.

5-39



# Beach & Dune Application

City of South Padre Island  
4601 Padre Blvd.  
South Padre Island, TX 78597  
Phone: (956) 761-3044  
Fax: (956) 761-3898

Site for Proposed Work	
Legal Description	Physical Address
<u>East Tract 16, PADRE BEACH ESTATES SUBDIVISION</u>	<u>6700 PADRE BLYD</u>

Property Owner information	Applicant / Agent for Owner
Name: <u>MODERN RESORT LODGING LLC</u>	Name: <u>SAME AS PROPERTY OWNER</u>
Mailing Address: <u>7010 PADRE BLYD</u>	Mailing Address: _____
City: <u>SOUTH PADRE ISLAND</u> State: <u>TX</u>	City: _____ State: _____
Zip: <u>78597</u> Country: <u>USA</u>	Zip: _____ Country: _____
Phone Number: <u>956 373 2377</u>	Phone Number: _____
Fax Number: <u>-</u>	Fax Number: _____
E-Mail Address: <u>lacopainn@gmail.com</u>	E-Mail Address: _____
I / We, owners of the above-mentioned property, authorize the applicant stated above, to act in my behalf in order to acquire a Beach and Dune permit for the construction proposed below. (owner initials here <u>AB</u> )	
Owner(s) Signature(s): <u>[Signature]</u>	Applicant Signature: <u>BARRY PATEL</u>
Date: <u>11/21/2017</u>	Date: _____

Project Description
Describe with as much as detail as possible, the construction proposed. If more room is needed please include an additional page. Include the number of habitable units, amenities, swimming pools, fences, kinds of fences, whether footings and/or retaining walls will be installed, and locations of proposed landscaping and parking.
<u>THE Project includes construction of a new Retaining wall to be located along the "Permitted Bulkhead line as shown on the map." (attached)</u>
Total Square Footage of Footprint of Habitable Structure: <u>0 sq Ft</u>
Total Area of Impervious Surface (i.e. retaining walls, walkways, drives, patios, etc.): <u>500 SQFT</u>
Percentage Impervious Surface [(impervious surface / habitable footprint) * 100] <u>0%</u>
Please Note: the percentage of impervious surface cannot exceed 5% in an eroding area.
Approximate Duration of Construction: <u>180 days</u>

5-40

### Financial Plan for the Removal of All Hard Structures

All properties which are allowed to build retaining walls on their property are allowed to do so with the condition that a financial plan for the removal of the retaining wall is submitted to the Public Works Department of the City of South Padre Island. Removal of the retaining wall at the owner's expense may be required if/once the retaining wall comes into regular contact with wave action for twenty (20) out of thirty (30) consecutive days. The City accepts the submission of a Retaining Wall Covenant, or other financial guarantee, insuring the removal of the retaining wall if the required conditions are met.

Type of Plan Submitted: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

### Drainage

Describe the impact that the proposed construction will have on the natural drainage pattern on the site and adjacent lots

- No change in the drainage on site
- The proposed construction will change the grading and the drainage on the subject property (An explanation will be required detailing where the water will drain.)

Explanation / Other Information: \_\_\_\_\_  
\_\_\_\_\_

### Impacts to Beach / Dune System

Answer each question as completely as possible in narrative form

1. What damage will this proposed construction have on the dune vegetation located at the project site?

- No damage to dune vegetation whatsoever.
- The proposed construction will impact 27 % of the dune vegetation site (An explanation of the "impact" will be required.)
- The proposed construction will require the removal and relocation of \_\_\_\_\_ % of the dune vegetation on site. (The submission of a mitigation plan will be required.)

Explanation / Other Information \_\_\_\_\_  
\_\_\_\_\_

2. How will the proposed construction alter the dune size/shape at the project site?

- No change to dune size/shape whatsoever
- The proposed construction will change \_\_\_\_\_ % of the size/shape of dunes on site. (Details will be required.)
- The proposed construction will require the removal and relocation of \_\_\_\_\_ % of the dunes on site (The submission of a mitigation plan will be required.)

Explanation / Other Information \_\_\_\_\_  
\_\_\_\_\_

3. How will the proposed construction change the hydrology of the dunes at the project site?

- No change to dune hydrology whatsoever.
- The proposed construction will impact dune hydrology on site (Details will be required.)

Explanation / Other Information \_\_\_\_\_  
\_\_\_\_\_

4. Describe alternatives to the proposed construction or method of construction which will cause fewer or no adverse effects on dunes and dune vegetation

NONE

5. Describe alternatives to the proposed construction or method of construction which will cause fewer or no adverse impairment to beach access

NONE

5-111

### Mitigation Plan

Describe the methods which you will use to avoid, minimize, mitigate and/or compensate for any adverse effects on dunes or dune vegetation.

Explanation / Other Information:

*Any and all damage caused will be repaired  
1:1 basis.*

#### Financial Plan for Dune Mitigation:

If required by the City Council, a financial guarantee (irrevocable letter of credit or a performance bond, etc.) may be necessary to insure the mitigation of dunes/dune vegetation takes place as proposed and required of the applicant.

Type of Plan Submitted: \_\_\_\_\_ Date of Submission \_\_\_\_\_

### Checklist of Additional Required Application Information

#### An accurate map, plat or site plan showing:

- 1. Legal description of the property (lot, block, subdivision) and the immediately adjoining property.
- 2. Location of all existing structures - including the habitable and inhabitable structures, swimming pools, decks, fences, parking areas, landscape areas, etc.
- 3. Location of the Historical Building Line on the subject property and the extension of the line on the properties immediately adjoining the subject property to the north and to the south.
- 4. Location and elevation of existing retaining walls - both on the subject property and those properties immediately adjoining the subject property to the north and to the south.
- 5. Location of proposed structure(s) - if proposing the construction of a retaining wall, please also include the proposed elevation of the retaining wall.
- 6. Location of proposed driveways, parking areas (showing the # of proposed parking spaces) and landscape areas.
- 7. Location of all existing and proposed beach access paths and/or dune walkovers.
- 8. Location and extent of any man-made vegetated mounds, restored dunes, fill activities, or any other pre-existing human modifications on the tract.
- 9. Topographical survey of the site identifying all elevations, existing contours of the project area (including dunes and scales) and the proposed contours of the final grade.

#### Other required application information:

- 1. A grading and layout plan showing proposed contours for the final grade.
- 2. The floor plan(s) and elevation(s) of the structure proposed to be constructed or expanded.
- 3. Photographs of the site which clearly show the current location of the vegetation line & existing dunes on the tract within the last 6 months.
- 4. Copy of the Flood Rate Map showing the location of the subject property. (FEMA.GOV - Map Search)
- 5. Copy of the Historical Erosion Rate Map as determined by the University of Texas at Austin, Bureau of Economic Geology (beg.utexas.edu)
- 6. Application Fee of \$180 for Staff Approved applications and \$300 for City Council Approved applications.

Your application is not complete unless all information requested above is submitted.

Application submissions require only three (3) copies of the complete information plus a digital copy.

5-42

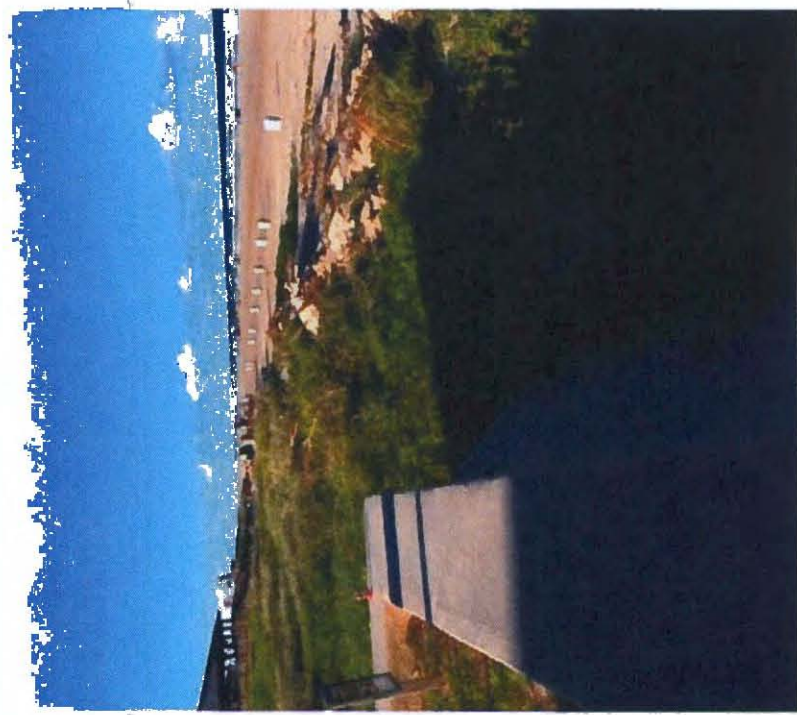


North Property Line- LOV Looking South

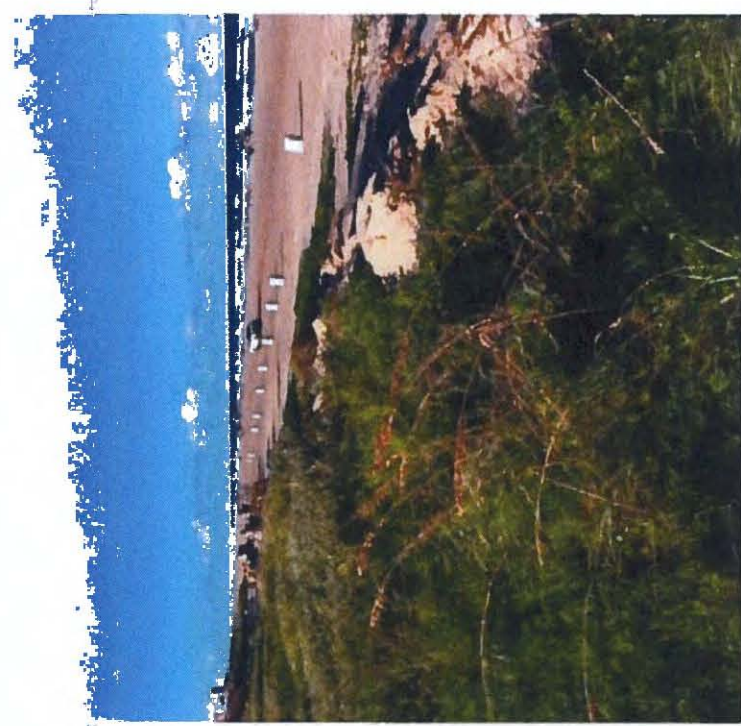


S-44

Looking North from  
Piki on Tiki we!



Looking North from  
ADP









**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** December 7, 2016  
**NAME & TITLE:** Dennis Stahl, Council Member  
**DEPARTMENT:** City Council

**ITEM**

Approve excused absence request for Council Member Dennis Stahl from the December 7, 2016 City Council Meeting.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:                      YES: \_\_\_\_\_                      NO: \_\_\_\_\_  
Approved by Legal:              YES: \_\_\_\_\_                      NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**

5-48

**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** December 7, 2016

**NAME & TITLE:** Sungman Kim, Development Director

**DEPARTMENT:** Development

**ITEM**

Approve second and final reading Ordinance No. 16-24 revising Section 20-7(D)(2) Side Yards regulating side yard setbacks for additional floors.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:                      YES: \_\_\_\_\_                      NO: \_\_\_\_\_  
Approved by Legal:                YES: \_\_\_\_\_                      NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**

**ORDINANCE NO. 16 - 24**

**AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING SECTION 20-7(D)(2) OF CHAPTER 20 ZONING BY ADDING STANDARD REQUIREMENTS FOR SIDE YARD SETBACKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR A PENALTY OF UP TO TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH VIOLATION; PROVIDING FOR THE EFFECTIVE DATE; AND AUTHORIZING PUBLICATION IN CAPTION FORM.**

**WHEREAS**, the City of South Padre Island has heretofore adopted Chapter 20 (Zoning) of the Code of Ordinances; and

**WHEREAS**, the City Council amended Section 20-7(D)(2) by Ordinance 09-19 to add side yard setback requirements for buildings with additional floors greater than 4 (four) standard stories;

**WHEREAS**, the City Council finds that the intent of Ordinance 09-19 was not to remove the original requirements;

**WHEREAS**, the City Council finds that the removed original requirements have caused issues of inconsistency and fairness;

**WHEREAS**, the City Council wants to protect public health, safety and welfare by amending Sec.20-7(D)(2); and

**WHEREAS**, The City has complied with the requirements of Sec. 20-18 of the Code of Ordinances (Zoning) to amend Chapter 20;

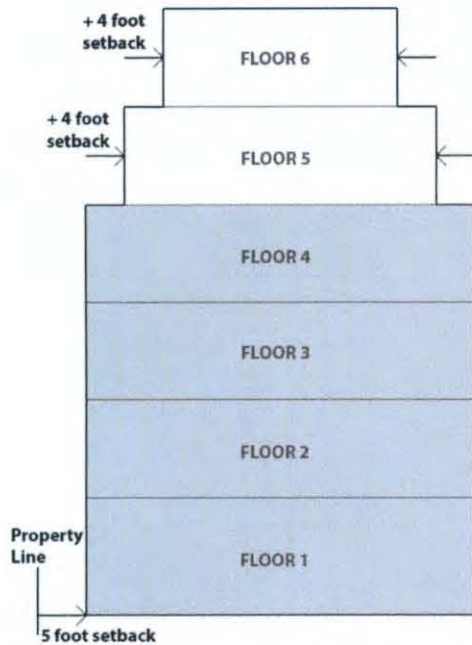
**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS:**

**Section 1.** Sec. 20-7(D)(2) of the Chapter 20 Zoning of the Code of Ordinances is hereby amended and restated to read as follows:

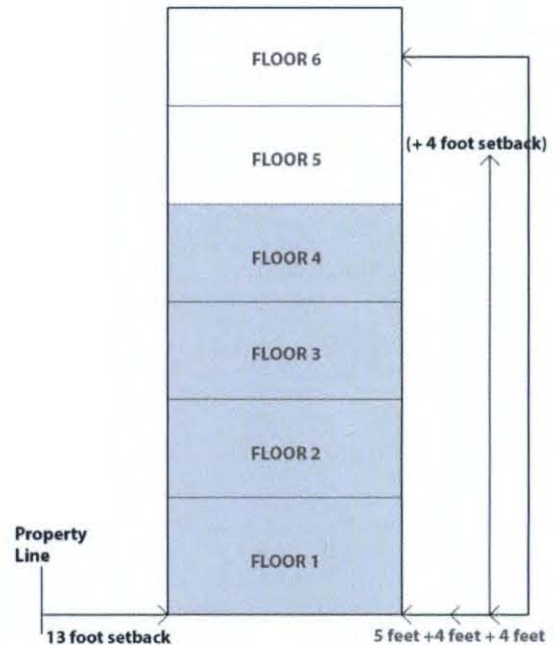
(2) Side Yards:

(a) Same as District "A", excluding lots adjacent to beach access cul-de-sac.

(b) Additional Floors Authorized – Additional floors above four standard stories may be permitted if additional setbacks are provided as follows:



5 foot setback from property line for four standard stories. Add four feet to the setback requirement for each additional floor above four standard stories



5 foot setback from property line for four standard stories. Add four feet to the setback on all floors for each floor.

**Section 2.** This ordinance repeals all portions of any prior ordinances or parts of ordinances of the Code of Ordinances in conflict herewith.

**Section 3.** Any violation of the above mentioned section of Chapter 20 of the Code of Ordinances of the City of South Padre Island may be punished by a fine not to exceed two thousand Dollars (\$2000.00) for each offense of for each day such offense shall continue and the penalty provisions of Sections of Section 21-2 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

**Section 4.** If for any reason, any section, paragraph, subdivision, clause, phrase, word, or provision of the Ordinance shall be held unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this Ordinance, for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word, or provision hereof be given full force and effect for its intended purpose.

**Section 5.** This Ordinance shall become effective when published in caption form.

PASSED, APPROVED AND ADOPTED on First Reading, the 16th day of November  
2016.

PASSED, APPROVED AND ADOPTED on Second Reading, the 7th day of December  
2016.

**ATTEST:**

**CITY OF SOUTH PADRE ISLAND,  
TEXAS**

\_\_\_\_\_  
**SUSAN HILL, CITY SECRETARY**

\_\_\_\_\_  
**BHARAT R. PATEL, MAYOR**

5-52

**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** December 7, 2016

**NAME & TITLE:** Susan Guthrie, City Manager

**DEPARTMENT:** Administration

**ITEM**

Discussion and possible action on:

- a. Approving or denying the bid(s) received at the Tax Resale on November 1, 2016 on the property struck off to Cameron County, for itself and other taxing jurisdictions located at Tract 1: Bay Harbor Subdivision Phase 1 Lot 10 (CAB 1 Slot 1865-B & 1866-A CCMR Acct. No. 67-0512-0000-0100-00) (Guthrie)
- b. Approve Resolution approving or denying the bid(s) received on the tax resale conducted on November 1, 2016 for the above mentioned property.

**ITEM BACKGROUND**

Linebarger Goggan Blair & Sampson has requested this item to come before the City Council for either approval or denial. This property went through regular tax sales and no one bid on it after the first process. It then becomes a Cameron County Trustee Account and proceeded to another auction (Resale), which is usually less then what is owned to all entities. Before the sale is finalized, this must go before all entities involved to approve or deny the offer that is being presented.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:	YES: _____	NO: _____
Approved by Legal:	YES: _____	NO: _____

**RECOMMENDATIONS/COMMENTS**

6-1



**RESOLUTION NO. 2016-38**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SOUTH PADRE ISLAND, TEXAS AUTHORIZING TAX RESALE**

**WHEREAS**, by Sheriff's Sale conducted on 1<sup>st</sup> day of November, 2016, the property described below was struck-off to Cameron County, Trustee, pursuant to a delinquent tax foreclosure decree of the 445<sup>th</sup> Judicial District Court, Cameron County, Texas; and

**WHEREAS**, the sum of \$21,895.00 has been tendered by Melissa Avalos of Cameron County for the purchase of said property pursuant to Section 34.05, Texas Tax Code Ann. (Vernon, 1982);

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of South Padre Island, Texas that its Mayor, Bharat R. Patel, be and that they are hereby authorized to execute a tax resale deed on behalf of this district conveying to Melissa Avalos all of the right, title, and interest of the city, and all other taxing units interested in the tax foreclosure judgment in the following described real property located in Cameron County, Texas:

**Tract No. 1: BAY HARBOR SUBDIVISION PHASE 1 LOT 10  
(CAB 1 SLOT 1865-B & 1866-A CCMR) (Account #67-0512-0000-0100-00)**

**PASSED, APPROVED AND ADOPTED** on this the 7<sup>th</sup> day of December, 2016

**CITY OF SOUTH PADRE ISLAND, TEXAS**

\_\_\_\_\_  
Bharat R. Patel, Mayor

**ATTEST:**

\_\_\_\_\_  
Susan M. Hill, City Secretary



**LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**

ATTORNEYS AT LAW

**35 PROVIDENCIA COURT  
BROWNSVILLE, TEXAS 78521-1119**

TEL. 956-546-1216

FAX 956-546-1624

November 29, 2016

Bharat R. Patel  
Mayor  
City of South Padre Island  
4601 Padre Blvd  
South Padre Island, Texas 78597

***RE: REQUEST TO BE PLACED ON THE NEXT AGENDA FOR DECEMBER 7, 2016***

Dear Mayor Patel:

We respectfully request to be placed on the next City of South Padre Island agenda on December 7, 2016 for a meeting regarding the following two items:

1. Discussion and/or possible action approving or denying the bid(s) received at the Tax Resale on November 1, 2016 on the following property struck off to Cameron County, for itself and other taxing jurisdictions:

**Legal Description:** TRACT 1: BAY HARBOR SUBDIVISION PHASE I LOT 10  
(CAB 1 SLOT 1865-B & 1866-A CCMR) (ACCT. NO. 67-0512-0000-0100-00)

6-3

2. Discussion and possible action on the Resolution approving or denying the bid (s) received on the tax resale conducted on November 1, 2016 for the above mentioned property.

Thank you for your time and consideration of this request. Please feel free to contact me if you have any questions or if I may provide any additional information.

Sincerely,

Monica Solis  
Attorney for the Firm

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW  
 35 Providencia Ct  
 BROWNSVILLE, TEXAS 78521-1119  
 PH: (956) 546-1216  
 FAX: (956) 546-1624

City of South Padre Island-November Tax Resale 2016

TAXING ENTITY	SUIT NUMBER	LEGAL DESCRIPTION	ACCOUNT NUMBER	PROPERTY VALUE	HIGHEST BID	JUDGMENT TO City	AMOUNT TO City	BUYER
City of South Padre Island	2015-DCL-2275	Bay Harbor Subdivision Phase I, Lot 10 (CAB 1865-B & 1866-A CCMR)	67-0512-0000-0100-00	\$ 142,915.00	\$ 21,895.00	\$ 389.30	\$ 208.93	Melissa Avalos 21407 FM 800 San Benito, Texas 78586

Totals:

Amts of Judgment \$ 389.30  
 Amts to City \$ 208.93

5-5

**LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**  
ATTORNEYS AT LAW  
**35 PROVIDENCIA COURT**  
**BROWNSVILLE, TEXAS 78521-1119**

TEL. 956-546-1216  
FAX 956-546-1624

**ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY**

**Suit #2015-DCL-2275**

**STYLE OF CASE:** Cameron County, City of South Padre Island, Laguna Madre Water District, and Point Independent School District vs. Humberto Zamora, et al

**LEGAL DESCRIPTION:** TRACT 1: BAY HARBOR SUBDIVISION PHASE I LOT 10 (CAB 1 SLOT 1865-B & 1866-A CCMR) (ACCT. NO. 67-0512-0000-0100-00)

**PROPERTY LOCATION:** Bay Harbor Cove

**JUDGMENT DATE:** March 8, 2016

**DATE OF TAX SALE:** AUGUST 2, 2016

**DATE OF TAX RESALE:** NOVEMBER 1, 2016

**AMOUNT OF JUDGMENT:** \$28,649.69

**Years INCLUDED IN TAX RESALE:** 2007-2015

**COSTS OF SALE:** \$1,002.00

**AMOUNT OF BID:** \$21,895.00

**DISBURSEMENT AMOUNT:** \$20,893.00

**CURRENT APPRAISED VALUE:** \$142,915.00

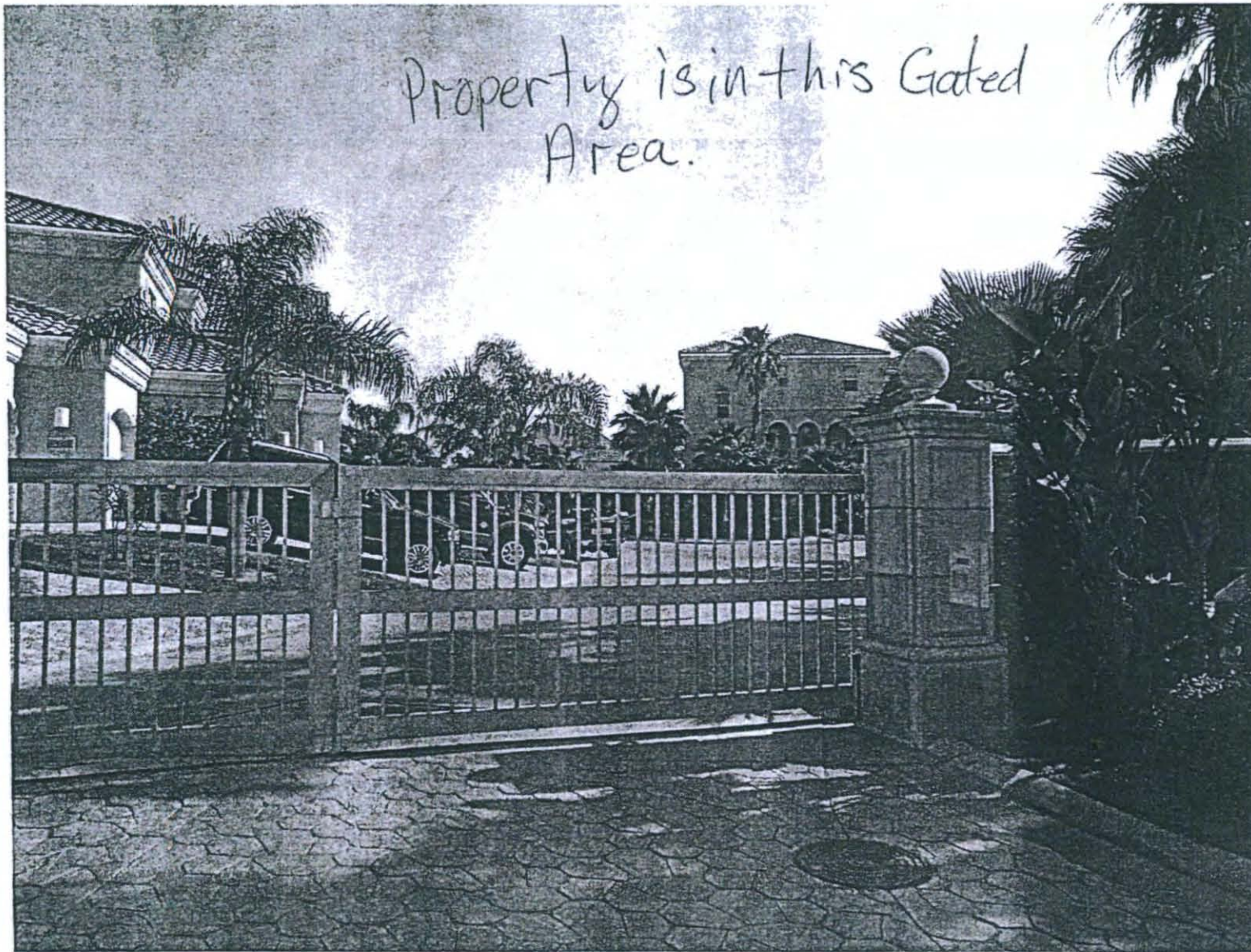
**VALUE AT JUDGMENT:** \$142,915.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Cameron County	\$1,019.73	4%	\$835.72
Point Isabel .I.S.D	\$27,169.11	94%	\$19,639.42
Laguna Water District	\$71.55	1%	\$208.93
City of South Padre Island	\$389.30	1%	\$208.93
<b>Totals</b>	<b>\$28,649.69</b>	<b>100%</b>	<b>\$20,893.00</b>

**COMMENTS:** Subject to year 2016 taxes not included.

**PROSPECTIVE BUYER: MELISSA AVALOS**  
**21407 FM 800**  
**SAN BENITO, TEXAS 78586**

.....

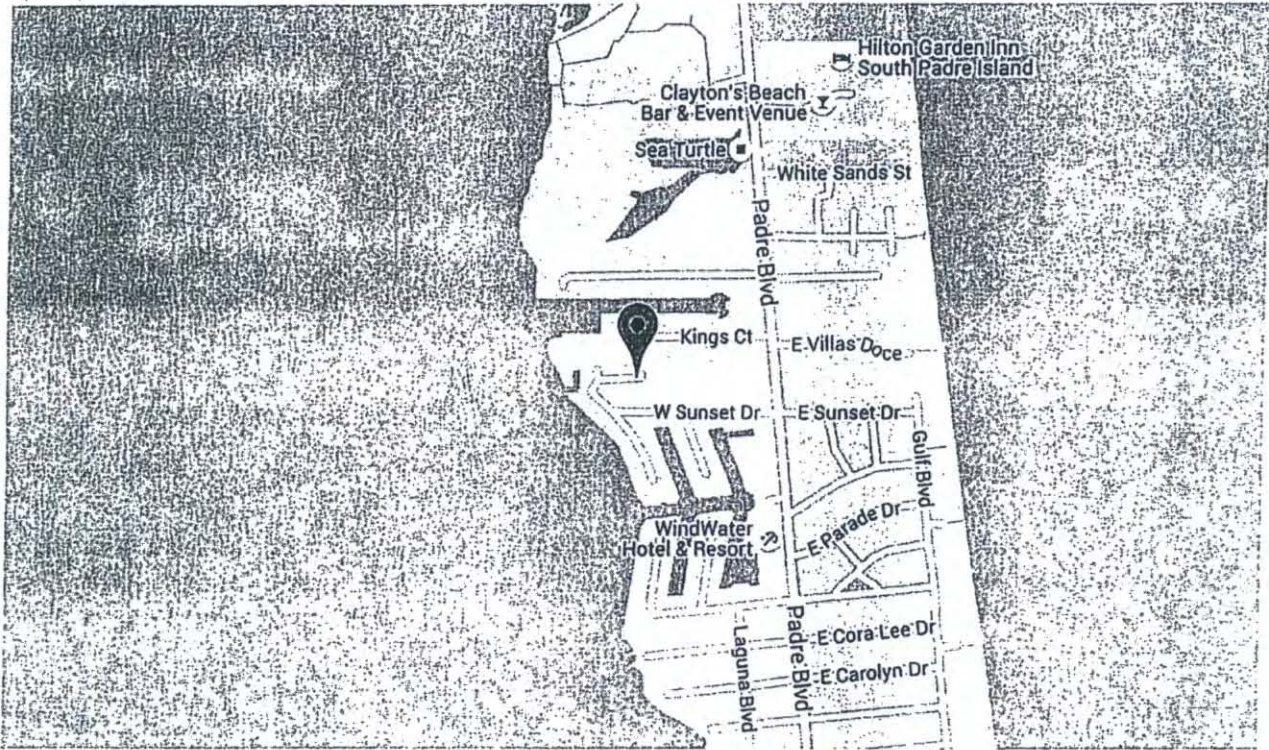


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**BAY HARBOR COVE, SOUTH PADRE ISLAND**



Bay Harbor  
Bay Harbor, South Padre Island, TX 78597



Cameron CAD

Property Search Results > 108328 ZAMORA HUMBERTO for Year 2016

Property m/o

Account:

Property ID: 108328      Legal Description: BAY HARBOR SUBDIVISION PHASE I LOT 10 (CAB 1 SLOT-1865-B & 1866-A CCMR)  
 Geographic ID: 67-0512-0000-0100-00      Agent Code: ID:546921  
 Type: Real  
 Property Use Code:  
 Property Use Description:

Location

Address: BAY HARBOR COVE      Mapsco:  
 SOUTH PADRE ISLAND,  
 Neighborhood: conv neighborhood      Map ID: 10-10-06  
 Neighborhood CD: 670512

Owner

Name: ZAMORA HUMBERTO      Owner ID: 65059  
 Mailing Address: 1014 E Harrison Ave      % Ownership: 100.000000000000%  
 Harlingen, TX 78550-7124  
 Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$142,915	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$142,915	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$142,915	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$142,915	

Taxing Jurisdiction

Owner: ZAMORA HUMBERTO  
 % Ownership: 100.000000000000%  
 Total Value: \$142,915

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	CENTRAL APPRAISAL DISTRICT	0.000000	\$142,915	\$142,915	\$0.00
CSP	CITY OF SOUTH PADRE ISLAND	0.285640	\$142,915	\$142,915	\$408.22
GCC	CAMERON COUNTY	0.399291	\$142,915	\$142,915	\$570.65
IPI	POINT ISABEL I.S.D	1.081634	\$142,915	\$142,915	\$1,545.82
SC1	LAGUNA MADRE WATER DISTRICT	0.044643	\$142,915	\$142,915	\$63.80
SPN	PORT ISABEL NAV	0.000000	\$142,915	\$142,915	\$0.00
SST	SOUTH TEXAS I.S.D	0.049200	\$142,915	\$142,915	\$70.31
STS	TEXAS SOUTHMOST COLLEGE DISTRICT	0.164094	\$142,915	\$142,915	\$234.51
Total Tax Rate:		2.024502			
Taxes w/Current Exemptions:					\$2,893.31
Taxes w/o Exemptions:					\$2,893.32

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	676421B01	676421B01	0.1087	4732.81	0.00	0.00	\$141,984	\$0
2	R.O.W.	RD & EASEMENT	0.0220	956.93	0.00	0.00	\$383	\$0
3	WETLAND	WETLAND	0.0314	1369.60	0.00	0.00	\$548	\$0

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**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	\$0	\$142,915	0	142,915	\$0	\$142,915
2015	\$0	\$142,915	0	142,915	\$0	\$142,915
2014	\$0	\$142,915	0	142,915	\$0	\$142,915
2013	\$0	\$142,915	0	142,915	\$0	\$142,915
2012	\$0	\$142,915	0	142,915	\$0	\$142,915
2011	\$0	\$142,915	0	142,915	\$0	\$142,915
2010	\$0	\$183,455	0	183,455	\$0	\$183,455
2009	\$0	\$211,830	0	211,830	\$0	\$211,830
2008	\$0	\$186,059	0	186,059	\$0	\$186,059
2007	\$0	\$186,059	0	186,059	\$0	\$186,059
2006	\$0	\$98,854	0	98,854	\$0	\$98,854
2005	\$0	\$37,000	0	37,000	\$0	\$37,000
2004	\$0	\$20,000	0	20,000	\$0	\$20,000
2003	\$0	\$52,733	0	52,733	\$0	\$52,733
2002	\$0	\$52,733	0	52,733	\$0	\$52,733
2001	\$0	\$20,000	0	20,000	\$0	\$20,000

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	8/6/2013 12:00:00 AM	SWD	SPECIAL WARRANTY DEED	SOUTH TX HOUSIN	ZAMORA HUMBER	19671	27	201336743
2	5/12/2004 12:00:00 AM	WDL	WARRANTY DEED W/VENDOR'S LIEN	SHELBERT, DOU	SOUTH TX HOUSIN			
3	6/26/2001 12:00:00 AM	SWD	SPECIAL WARRANTY DEED	SOUTH TEXAS HO	SHELBERT, DOU	7173	0127	

2016 data current as of May 4 2016 4:34AM.  
 2015 and prior year data current as of Apr 15 2016 9:37AM

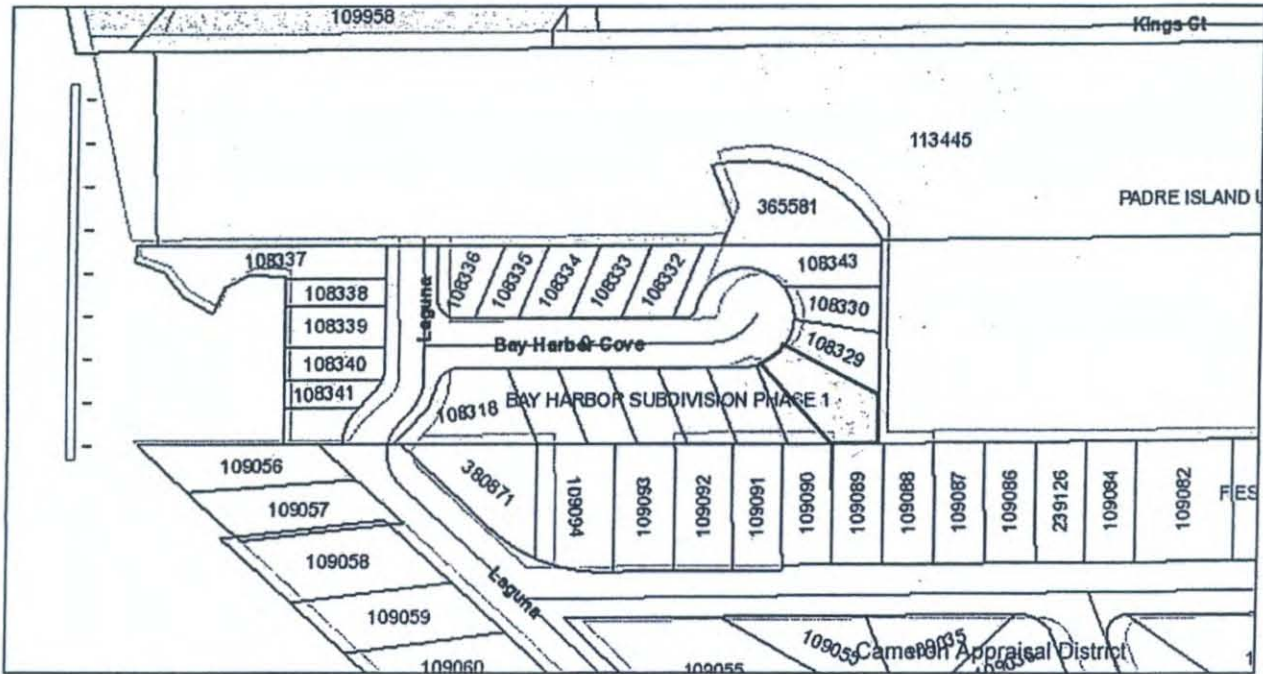
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S.P.T

# CAMERON APPRAISAL DISTRICT

Printable Map of Property: 108328 For Year: 2016



**Property Details**

Property Id: 108328  
 Geo. Id: 67-0512-0000-0100-00  
 Property Type: Real  
 Property Address: BAY HARBOR COVE  
 Owner Name: ZAMORA HUMBERTO  
 Owner Address: 1014 E Harrison Ave Harlingen, TX, 78550-7124  
 Legal Description: BAY HARBOR SUBDIVISION PHASE I LOT 10 (CAB 1 SLOT 1865-B & 1866-A CCMR)  
 Appraised Value: 142915  
 Mapsco:  
 Jurisdictions: IPI, SST, CSP, GCC, SC1, STS, CAD, SPN

**Values for 2016**

(+) Improvement Homesite Value: + \$0.00  
 (+) Improvement Non-Homesite Value: + \$0.00  
 (+) Land Homesite Value: + \$0.00  
 (+) Land Non-Homesite Value: + \$142,915.00 Ag / Timber Use Value  
 (+) Agricultural Market Valuation: + \$0.00 \$0.00  
 (+) Timber Market Valuation: + \$0.00 \$0.00  
 (=) Market Value: = \$142,915.00  
 (-) Ag or Timber Use Value Reduction: -  
 (=) Appraised Value: = \$142,915.00  
 (-) HS Cap: - \$0.00  
 (=) Assessed Value: = \$142,915.00

DISCLAIMER: The Cameron Appraisal District does not warrant the accuracy, completeness or intended use of the information contained in this document.

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**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.**

**RESOLUTION AUTHORIZING TAX RESALE**

WHEREAS, by Sheriff's Sale conducted on 1st day of November, 2016, the property described below was struck-off to Cameron County, Trustee, pursuant to a delinquent tax foreclosure decree of the 445th Judicial District Court, Cameron County, Texas, and

WHEREAS, the sum of \$21,895.00 has been tendered by Melissa Avalos of Cameron County for the purchase of said property pursuant to Section 34.05, Texas Tax Code Ann. (Vernon, 1982);

NOW, THEREFORE, BE IT RESOLVED by the City Council of South Padre Island, that its Mayor, Bharat R. Patel, be and that they are hereby authorized to execute a tax resale deed on behalf of this district conveying to Melissa Avalos all of the right, title, and interest of the city, and all other taxing units interested in the tax foreclosure judgment in the following described real property located in Cameron County, Texas

**Tract No. 1: BAY HARBOR SUBDIVISION PHASE I LOT 10  
(CAB 1 SLOT 1865-B & 1866-A CCMR) (Account #67-0512-0000-0100-00)**

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bharat R. Patel  
Mayor

ATTEST:

\_\_\_\_\_  
Susan Hill  
City Secretary

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**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.**

**TAX RESALE DEED**

**STATE OF TEXAS**

**X**

**X KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF CAMERON**

**X**

That CAMERON COUNTY, TOWN OF SOUTH PADRE ISLAND and LAGUNA MADRE WATER DISTRICT, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$21,895.00 cash in hand paid by

**Melissa Avalos  
21407 FM 800  
San Benito, Texas 78586**

hereinafter called grantee(s), Melissa Avalos, the receipt of which is acknowledged and confessed, has quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. 2015-DCL-2275, Point Isabel Independent School District vs. Humberto Zamora**, in the district court of said county, said property being located in Cameron County, Texas, and described as follows:

**Tract No. 1: BAY HARBOR SUBDIVISION PHASE I LOT 10 (CAB 1 SLOT 1865-B & 1866-A CCMR) (Account #67-0512-0000-0100-00)**

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenant, condition and restrictions:

(a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

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(b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renews or encourage a dual school system.

These restrictions and conditions shall be binding upon grantee and grantee's successors, assigns, heirs and personal representatives for a period of fifty (50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation hereinafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restriction set out in (a) and (b) above, the United States of America, as plaintiff, and the America G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District Court, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex 1971); aff'd with modifications sub. nom. U.S. v. State of Texas and J. W. Edgar, et al., 447 F2d 441 (5 Cir. 1971); stay den. sub. nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both such restrictions.

It is further covenanted, that if any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

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IN TESTIMONY WHEREOF City of South Padre Island has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

Bharat R. Patel  
Mayor

STATE OF TEXAS X

COUNTY OF CAMERON X

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Bharat R. Patel, Mayor, of the City Council, of South Padre Island.

Printed Name: \_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

After recording return back to:  
**Linebarger Goggan Blair & Sampson, LLP**  
**35 Providence Court**  
**Brownsville, Texas 78526**

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**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** December 7, 2016

**NAME & TITLE:** Darla Lapeyre, Executive Director

**DEPARTMENT:** Economic Development Corporation

**ITEM**

Discussion and action to approve the South Padre Island Economic Development Corporation's Façade Improvement Grant Program Guidelines

**ITEM BACKGROUND**

The South Padre Island Economic Development Corporation has been working with the City staff (Dr. Kim) and City Councilwoman Alita Bagley to develop the guidelines for their new grant program to improve the appearance of the businesses on Padre Boulevard. The Economic Development Corporation Board of Directors approved the guidelines on 11-15-16.

**BUDGET/FINANCIAL SUMMARY**

The funding will come from the EDC's 2016-17 Budget that was approved by the City Council on 7-6-16 from the Designated Projects line item 80-580-9178. The project expenditure of \$25,000 was approved by City Council on 9-7-16.

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:                      YES: \_\_\_\_\_                      NO: \_\_\_\_\_  
Approved by Legal:              YES: \_\_\_\_\_                      NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**



## **SOUTH PADRE ISLAND ECONOMIC DEVELOPMENT CORPORATION FAÇADE IMPROVEMENT GRANT PROGRAM**

### **INTRODUCTION**

South Padre Island Economic Development Corporation offers a program of matching funds (50/50) for the façade improvements of businesses within the Form Based Code areas on South Padre Island. The intent of the program is to encourage business owners to enhance the appearance of their storefronts to increase customers, comply with the Form Based Code and as a result, improve the economy of South Padre Island. The Façade Improvement Program is a partnership between the local business and the EDC. If more funds are needed, the local business and the EDC can enter into a low interest loan agreement or partner with a local community bank for a low interest loan.

### **GETTING STARTED**

Applicants should confirm the amount of grant funds that are available by contacting the South Padre Island Economic Development Corporation. Read the guidelines thoroughly and obtain the application from either the South Padre Island Economic Development Corporation ([www.southpadreislandedc.com](http://www.southpadreislandedc.com)) or the City of South Padre Island ([www.myspi.org](http://www.myspi.org)) websites.

### **ELIGIBILITY**

This program covers rehabilitation of building facades visible to the street, including storefronts, windows, doors, cornices, gutters and downspouts, signs and graphics, exterior lighting, canopies and awnings, painting and masonry cleaning, or repairs, and accessibility improvements. Permit and design review fees can be waived through the program.



The following repairs are allowed as long as they are part of work which directly affects the façade: landscaping, fences, seal coating and re-stripping of parking lots, bike racks, and interior window display lighting.

Ineligible work: Roofs, structural foundations, billboards, security systems, non-permanent fixtures, interior window coverings, vinyl awnings, personal property and equipment, security bars, chain link, razor/barbed wire fencing, sidewalks and paving.

Eligible participants include both commercial property owners and business lessees with written authorization of the property owner.

Ineligible participants: National franchises/for profit corporations with multiple locations outside of the city limits of South Padre Island , unless the corporation is headquartered in the City of South Padre Island .

#### **DESIGN CRITERIA**

Schematic drawings are adequate for the grant application process. It is not necessary to have detailed plans until the construction phase. The South Padre Island Economic Development Corporation reserves the right to make design recommendations.

Architectural design must comply with the City of South Padre Island's current Form Based Code requirements.

#### **THE APPLICATION PROCESS**

The grant application must be signed by the property owner. If a tenant is the applicant, they are also required to sign. The grant application with estimated budget, schematic drawings and project narratives shall be submitted to the South Padre Island Economic Development Corporation, and the Board of Directors shall review the application to determine if it is acceptable. The Board of Directors will also review the estimated budget and determine the amount of the grant that will be provided to the applicant. The amount of the grant shall be up to 50% of the estimated budget. If accepted by the Board of Directors, the Façade Improvement Committee (FIC) will work with the applicant in formulating design concepts and solutions at their design forum. If a design is finalized, the business must apply for a building permit from the City of South Padre Island. Permit fees may be waived.



The South Padre Island Economic Development Corporation Board of Directors reserves the right to turn down grant requests for any property, for any reason, at its own discretion. The grant application must be approved by the EDC Board and a Letter of Commitment issued BEFORE the work begins. Any changes to the project after approval may jeopardize funding.

#### **APPROVALS**

The South Padre Island Economic Development Corporation has the sole authority to determine eligibility of proposed work and confirmation of completed work. Certain work may be required or precluded as a condition of funding. Participants will be responsible for obtaining necessary

regulatory permits and approvals, including City of South Padre Island building permits. All work must comply with city, state and federal regulations.

Matching grants are paid upon completion of pre-approved, applicant-paid work. Under no circumstance will grant funds be disbursed for work completed before a Commitment Letter is provided. Funds are limited; grants are awarded on a first come, first served basis. Annual funding for the program is dependent on approval from the South Padre Island Economic Development Corporation.

The South Padre Island Economic Development Corporation and the City of South Padre Island will review and approve proposed work and insure all other conditions are met prior to issuing a Commitment Letter and allocating funds to the project. The Commitment Letter will outline additional terms and conditions of the matching grant, and will serve as the legal commitment of both parties as to the scope and quality of work and the amount of funds committed.

The Façade Improvement Committee will work with the applicant in shaping the final design.

#### **THE CONSTRUCTION PHASE**

Construction must begin 60 days from approval of the grant application and the letter of commitment has been signed by the property owner and tenant.

Matching funds from the business must be spent first with receipts submitted for verification. Only items necessary for the specific construction will be reimbursed. (i.e. no tool, compressors, hammers etc.) After matching funds have been spent, an amount equal to the match amount spent and verified will be available. The grant funds will be drawn down from the EDC in weekly payments. All construction contracts will be between the applicant and contractor.

Prior to reimbursement of funds, all completed work will be reviewed by staff as to compliance with the Letter of Commitment.

If a grant is awarded and the improvement is altered within one year of construction, the grant recipient may be required to reimburse the full grant amount. All equipment or materials purchased with grant funds become a fixture of the property and shall remain attached to the property.

Projects must be completed within six months from the date of final approval.

DS

## **GENERAL CONDITIONS**

The following general conditions will apply to all projects; Improvements funded by the grant will be maintained in good order for a period of at least five years; graffiti and vandalism will be dutifully repaired during this time period. Property taxes must be current, and participants may have no debts in arrears to the City when the Commitment Letter is issued. For grants over \$5,000, upon completion of improvements, the Applicant shall provide a Certificate of Property Insurance evidencing property coverage for "improvements" in an amount not less than the value of the improvements. Eligible buildings qualify for a maximum grant of \$25,000. You may apply more than once as long as the building doesn't exceed the maximum grant. The maximum grant will be available again after a five-year time frame. If a building is sold and the new owner wishes to apply for the grant, the five-year time frame still applies. The five-year time frame begins at the date the improvements are completed. The Applicant must complete, sign and submit a W-9 in order for disbursement of funds. All projects will display signage indicating South Padre Island Economic Development Corporation Façade Improvement Grant Program during the improvement work. Building must be at least five years old.

**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** December 7, 2016  
**NAME & TITLE:** Darla Lapeyre, Executive Director  
**DEPARTMENT:** Economic Development Corporation

**ITEM**

Discussion and action to approve the South Padre Island Economic Development Corporation's expenditure of \$19,534 for funding a portion of the seagoing transport of materials for the Friends of RGV Reef artificial reef spring deployment.

**ITEM BACKGROUND**

The South Padre Island Economic Development Corporation Board of Directors unanimously approved the funding at their Board meeting on 10-18-16. The City Council approves the project expenditures of the EDC.

**BUDGET/FINANCIAL SUMMARY**

The funding will come from the EDC's 2016-17 Budget that was approved by the City Council on 7-6-16 from the Designated Projects line item 80-580-9178.

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:                      YES: \_\_\_\_\_                      NO: \_\_\_\_\_  
Approved by Legal:              YES: \_\_\_\_\_                      NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**

*spring*  
Friends of RGV Reef ~~Fall~~ 2016 Deployment

Materials (Note: \$200,000 Pledged from CCA-Building Conservation Trust for Materials ONLY)

	Quantity	Price	# Of patches	Cost
<b>Ultra Low Profile Material</b>				
Concrete roof tiles,	TBD			TBD
<b>Low Profile Material</b>				
Small cinder Blocks (each)	15,000	\$	1 10	\$ 15,000
Large cinder Blocks (each)	15,000	\$	1 10	\$ 15,000
<b>Medium Profile Material</b>				
3' to 16" limestone (tons)	2000	\$	30 10	\$ 60,000
<b>High Profile Material</b>				
Shrimp boat and tug Includes clean and deploy	2	\$	10,000 2	\$ 20,000
Culverts (Lots of variability in price depending on land transport and storage)	2000		5	\$ 30,000
<b>Total</b>				<u>\$ 140,000</u>

Seagoing Transport (Note: CCA-BCT funds may not be used)

Barge Daily Rate	20	\$	900	\$ 18,000
Oceangoing Tug	20	\$	6,500	\$ 130,000
Fuel (towing) varies	10	\$	2,500	\$ 25,000
3 yard Loader	30	\$	880	\$ 26,400
Excavator with thumb	20	\$	960	\$ 19,200
Belt conveyor			?	
Dock Space/ Ramp const.			?	
20 ton forklift			?	
Contingency			?	
				<u>\$ 218,600</u>

Funds Available for Transport

TIFT	\$	50,000
Friends of RGV Reef	\$	110,000
<b>Total</b>	\$	<u>160,000</u>

Shortfall (with no reserves)

\$ 58,600

*EDC 1/3  
CVB 2/3*

*÷ 3  
\$ 19,534*



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## ABOUT US

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### The Story Behind Our Story

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Friends of Rio Grande Valley Reef is a 501(c)3 non-profit organization dedicated to assisting on permitting and funding an artificial reef north of the South Padre Island jetties in State waters. RGV Reef was founded in 2015, out of growing concern for the Gulf of Mexico' marine life decline. Our Gulf's ecosystem is threatened by a variety of events such as overfishing, red tide, pollution, and debris that result in habitat loss.

Our main purpose is to support the creation and maintenance of marine habitat with artificial reef deployment in the coastal waters offshore of South Padre Island, Texas.

## Vision

The primary program objectives are to provide a socio-economic benefit to local communities and to enhance private recreational & charter fishing. RGV Reef is also dedicated to advance sustainable population, to help community capacity building and to gain broad-based public support for on-going marine conservation and habitat enhancement.

## Values

South Padre Island's primary industry is tourism and recreation related support businesses. A sound, sustainable community relies on strong economic growth to provide jobs, products, services and a steady revenue source. Thus, Building the artificial reef habitat system is a unique approach that provides tremendous economic and quality-of-life opportunities.



*IT'S A WIN-WIN-WIN SITUATION FOR RESIDENTS, VISITORS, AND  
THE ENVIRONMENT*

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Environmental  
Benefits

The low relief reef not only grows baby red snapper, it also grows innumerable small bait fish, primarily the perch-like Longfin Porgy. Having a large forage base near the high relief reef allows it to attract and hold more fish. The glass minnows we see in shallow nearshore waters also use these structures to grow into adult sardines, menhaden and pogies as they move offshore and become food for everything we all love to catch.

Economic  
Development

We are going to make a really great place to fish, and do our damndest to make a reef that puts fish back in the Gulf. Dale Shivley, Director of the Artificial Reef Division for the Texas Parks and Wildlife envisions a multimillion dollar installation, efficiently placed based on quantifiable research, placed over years, we agree.



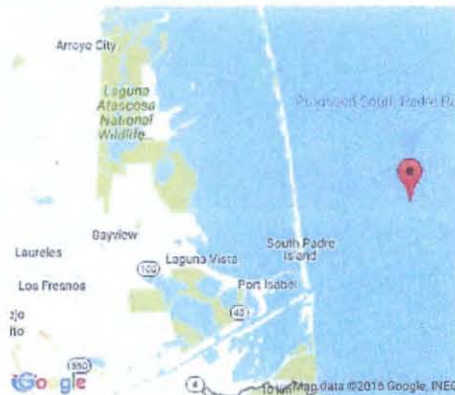
with your help...

## Turning Blue into Green

### WHO ARE WE?

---

Friends of Rio Grande Valley Reef is dedicated to assisting on permitting and funding an artificial reef north of the South Padre Island jetties in State waters. Texas Parks and Wildlife Artificial Reef division is currently processing the permits for 1600 acre reef site. This reef will contain the normal large reefing components like pyramids, shrimp boats, culverts, and concrete rip rap.



### WHAT DO WE KNOW?

---

8-6

The low relief reef not only grows baby red snapper, it also grows innumerable small bait fish, primarily the perch-like Longfin Porgy. Having a large forage base near the high relief reef allows it to attract and hold more fish. The glass minnows we see in shallow nearshore waters also use these structures to grow into adult sardines, menhaden and pogies as they move offshore and become food for everything we all love to catch.

The proposed reef site is 10 times the size of a normal 160 acre reef.

*This is to provide an extensive area of low relief scattered patch reefs. The importance of low relief reef materials, patches of small rubble scattered enough to not aggregate big fish, is only very recently being recognized as a critical missing steppingstone for the survival of juvenile fish. The problem is, when the little fish swim over to the big reef, the big fish eat them.*

## WHAT NEXT?

---

We are going to make a really great place to fish, and do our damndest to make a reef that puts fish back in the Gulf. Dale Shivley, Director of the Artificial Reef Division for the Texas Parks and Wildlife envisions a multimillion dollar installation, efficiently placed based on quantifiable research, placed over years, we agree.

### Volunteer

We could not do what we do without our volunteers. Join us, share your brilliant ideas, and together we can deliver outstanding fishing in our Gulf.

GET IN TOUCH

### Donate

Choose any medium either offline or online to send donation and aid RGV Reef to support the artificial reef deployment.

DONATE

### Stay Informed

Sign up to receive field updates, artificial reef industry related news and the latest project information via our online newsletter.

SIGN UP

**CITY COUNCIL MEETING  
AGENDA REQUEST FORM  
PUBLIC HEARING**

**MEETING DATE:** December 7, 2016

***PUBLIC HEARING:***

**ITEM DESCRIPTION**

Conduct Public Hearing to discuss rezoning Lots 1, 2, 11 and 12, Block 96, Padre Beach Section VII from Neighborhood Transition Character Zone (NT) to Neighborhood Crossing (NC).

**RECOMMENDATIONS/COMMENTS**

1. The Mayor opens the Public Hearing by reading the caption from the City Council's agenda.
2. The Mayor asks if anyone is present to speak in favor of.
3. Once everyone in favor has spoken, the Mayor asks if anyone is present to speak in opposition to.
4. Once everyone in opposition has had an opportunity to speak, the Mayor will then close the Public Hearing.

Please keep in mind that the City Council will normally have discussion and action during the next item on the agenda. The Public Hearing is for the purpose of receiving comments from the public. It is not necessary for the Council Members to respond to the public at this time. If a member of the public raises a question, the members of the City Council should make note of it to address during the next discussion and action item after the Public Hearing has been closed.

**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** December 7, 2016  
**NAME & TITLE:** Sungman Kim, Director  
**DEPARTMENT:** Development Services

**ITEM**

Discussion and action on rezoning Lots 2, 11 and 12 Block 96, Padre Beach Section VII from **Neighborhood Transition Character Zone (NT)** to **Neighborhood Crossing (NC)**.

**ITEM BACKGROUND**

Currently, retail sale services are not allowed in Neighborhood Transition Character Zone (NT);

Ace Hardware (a retail service) intends to move from the current location at *LOT 9 BLK 28 PADRE BEACH SUBDIVISION SECTION III* to *LOTS 1, 2, & 3 BLOCK 96, PADRE BEACH SECTION VII*, where Lots 1 & 2 are within NT zone; and

The owner (Columbia Padre Boulevard LLC) also wants to request *LOTS 11 & 12 BLOCK 96, PADRE BEACH SECTION VII* (where Lots 11 & 12 are within NT zone) be rezoned to accommodate retail services.

**COMPREHENSIVE PLAN GOAL**

Chapter I. Land Use

Policy 1.1.1: The physical appearance of developments should be cohesive and coordinated.

Policy 1.1.3: While establishing minimum standards, zoning should allow flexibility.

**LEGAL REVIEW**

Sent to Legal: YES:   X   NO:             
Approved by Legal: YES:            NO:           

Comments:

**RECOMMENDATIONS/COMMENTS**

At their special meeting on November 16, 2016, the Development Standards Review Task Force recommended the City Council approve the proposed rezoning on Lot #2 only.

At their regular meeting on November 17, 2016, the Planning & Zoning Commission also recommended the City Council approve the proposed rezoning on Lot #2 only.

Staff recommends the City Council adopt the attached Ordinance rezoning Lots 2, 11 and 12 Block 96, Padre Beach Section VII from **Neighborhood Transition Character Zone (NT)** to **Neighborhood Crossing (NC)**.

**PLANNING & ZONING COMMISSION  
AGENDA REQUEST FORM**

**MEETING DATE:** December 7, 2016

**TO:** The Planning and Zoning Commission

**FROM:** Sungman Kim, Director of Development Services

**ITEM DESCRIPTION:**

Discussion and action on rezoning Lots 1, 2, 11 and 12 Block 96, Padre Beach Section VII from **Neighborhood Transition Character Zone (NT)** to **Neighborhood Crossing (NC)** or **District "C"**.

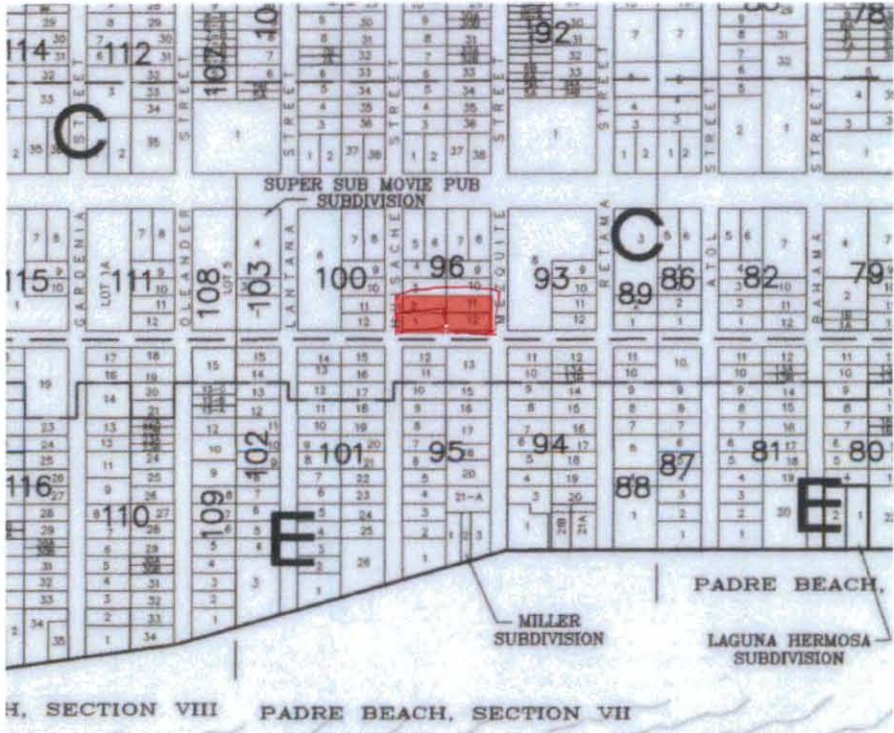
**DISCUSSION:**

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**The Issue**

- 1. Currently, retail sale services are not allowed in Neighborhood Transition Character Zone (NT);
- 2. Ace Hardware (a retail service) intends to move from the current location at **LOT 9 BLK 28 PADRE BEACH SUBDIVISION SECTION III** to **LOTS 1, 2, & 3 BLOCK 96, PADRE BEACH SECTION VII**, where Lots 1 & 2 are within NT zone; and
- 3. The owner (Columbia Padre Boulevard LLC) also wants to request **LOTS 11 & 12 BLOCK 96, PADRE BEACH SECTION VII** (where Lots 11 & 12 are within NT zone) be rezoned to accommodate retail services.

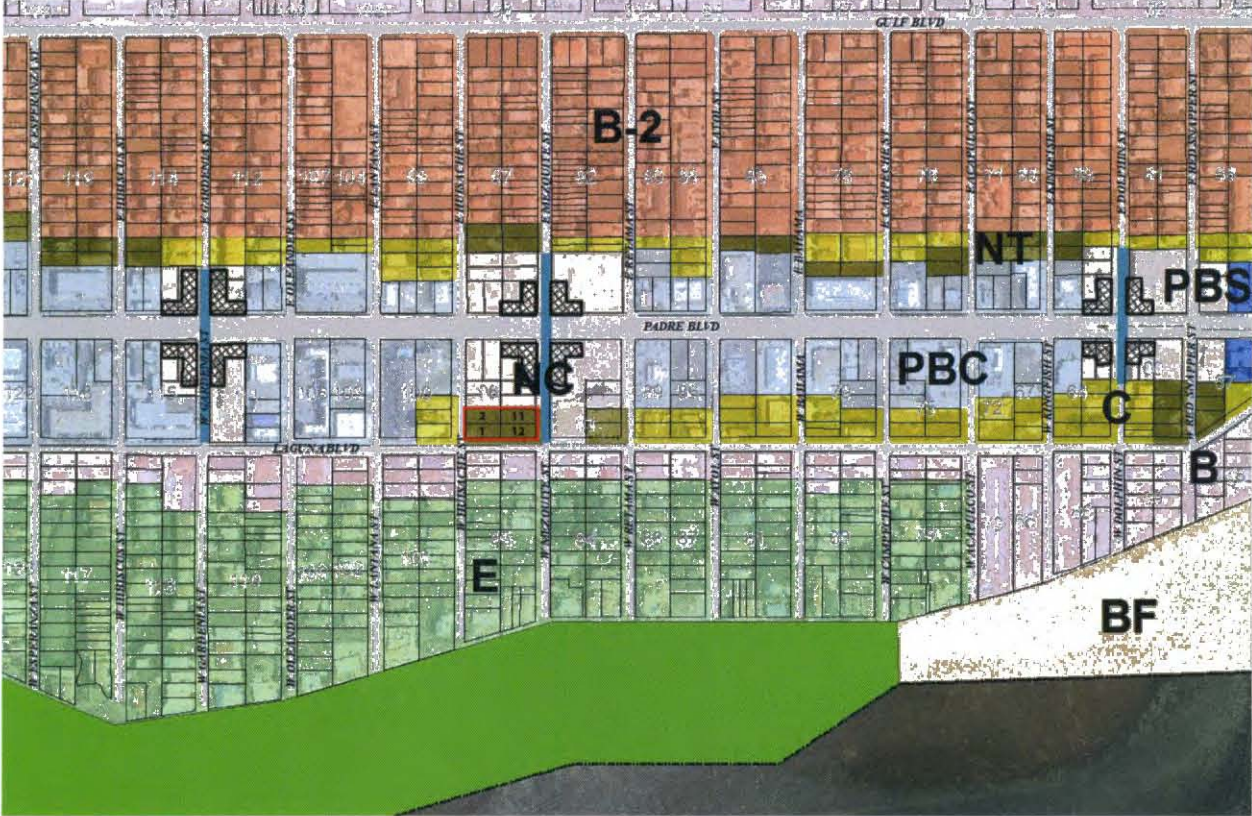
The Location



**PLANNING & ZONING COMMISSION  
AGENDA REQUEST FORM**

**Compatibility**

**1. Zoning**



**2. Current Uses**





**PLANNING & ZONING COMMISSION  
AGENDA REQUEST FORM**

	Zoning	Current Uses
East	Neighborhood Crossing	Vacant
West	District "B"	Oasis Condo / Vacant
South	Neighborhood Crossing	Island Baptist Church
North	District "C"	Water Tower Park / AT&T

There is no compatibility issue existing toward the north, east and south.

District "B", in the west, allows single family, multi-family dwelling, apartment, motel, hotel, condominium and townhouses. Condominiums, hotels and motels with more than twelve (12) units may have included within the premises such as businesses as bars, food establishments, barber shops, beauty parlors and other similar businesses if such business is for the convenience of the occupants of the building and is definitely an integral part of the services of such hotel, condominiums or motel. (Sec.20-7(B)(1))

Conservatively, there could be a concern on having a commercial enterprise, although the lots are separated by Laguna Boulevard next to a vacant lot where a single family home can be built.

**Staff Recommendation**

Staff recommends the DSRTF approve the proposed rezoning of Lots 2, 11 and 12 Block 96, Padre Beach Section VII from **Neighborhood Transition Character Zone (NT)** to **Neighborhood Crossing (NC)**. For the properties, Neighborhood Crossing (NC) is more appropriate than District "C" because the NC designation provides unity to Block 96 with flexibility in developments.

Lot 1 can remain under Neighborhood Transition Character Zone, which will continue to provide a buffer toward the vacant lot in the west.

**DSRTF Recommendation**

The DSRTF met on November 16, 2016 and recommended the City Council approve rezoning of Lot 2 only.

**P&Z Recommendation**

The P&Z Commission had their regular meeting on November 17, 2016 and also recommended the City Council approve rezoning of Lot 2 only.

**ORDINANCE NO. 16-**

**AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING THE ZONING DISTRICT MAP OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, BY REZONING LOTS 2, 11, and 12, BLOCK 96, PADRE BEACH SECTION VII FROM DISTRICT "NT" (NEIGHBORHOOD TRANSITION CHARACTER ZONE) TO DISTRICT "NC" (NEIGHBORHOOD CROSSING CHARACTER ZONE); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR A PENALTY OF UP TO TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH VIOLATION; PROVIDING FOR THE EFFECTIVE DATE; AND AUTHORIZING PUBLICATION IN CAPTION FORM.**

**WHEREAS**, the City of South Padre Island has heretofore adopted Chapter 20 (Zoning) of the Code of Ordinances and subsequently adopted Section 20-5 District Map to designate the "Zoning District Map";

**WHEREAS**, the City Council of South Padre Island found that it is in the public interest to rezone the subject properties;

**WHEREAS**, It is intent of the City Council of South Padre Island to provide harmony between existing zoning districts and proposed land uses; and

**WHEREAS**, The City has complied with the requirements of Sec. 20-18 of the Code of Ordinances (Zoning) to amend Chapter 20;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS:**

**Section 1.** That the Zoning District Map of the City of South Padre Island, Texas, be and the same is hereby designated as follows:

**LOTS 2, 11, and 12, BLOCK 96, PADRE BEACH SECTION VII,  
VOLUME 15, PAGE 21, MAP RECORDS OF CAMERON COUNTY, TEXAS**

Be and the same is hereby rezoned and assigned the zoning designation of District "NC" (Neighborhood Crossing Character Zone) as this allowed use is defined in the Chapter 20 (Zoning) of the Code of the City of South Padre Island, Texas.

**Also identified on the Zoning District Map that is attached as Exhibit "A".**

**Section 2.** This ordinance repeals all portions of any prior ordinances or parts of ordinances of the Code of Ordinances in conflict herewith.

**Section 3.** Any violation of the above mentioned section of Chapter 20 of the Code of Ordinances of the City of South Padre Island may be punished by a fine not to exceed two thousand Dollars (\$2000.00) for each offense of for each day such offense shall continue and the penalty provisions of Sections of Section 21-2 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

**Section 4.** If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

**Section 5.** This Ordinance shall become effective when published in caption form.

PASSED, APPROVED AND ADOPTED on First Reading, the \_\_\_\_ day of \_\_\_\_ 2016.

PASSED, APPROVED AND ADOPTED on Second Reading, the \_\_\_\_ day of \_\_\_\_ 2016.

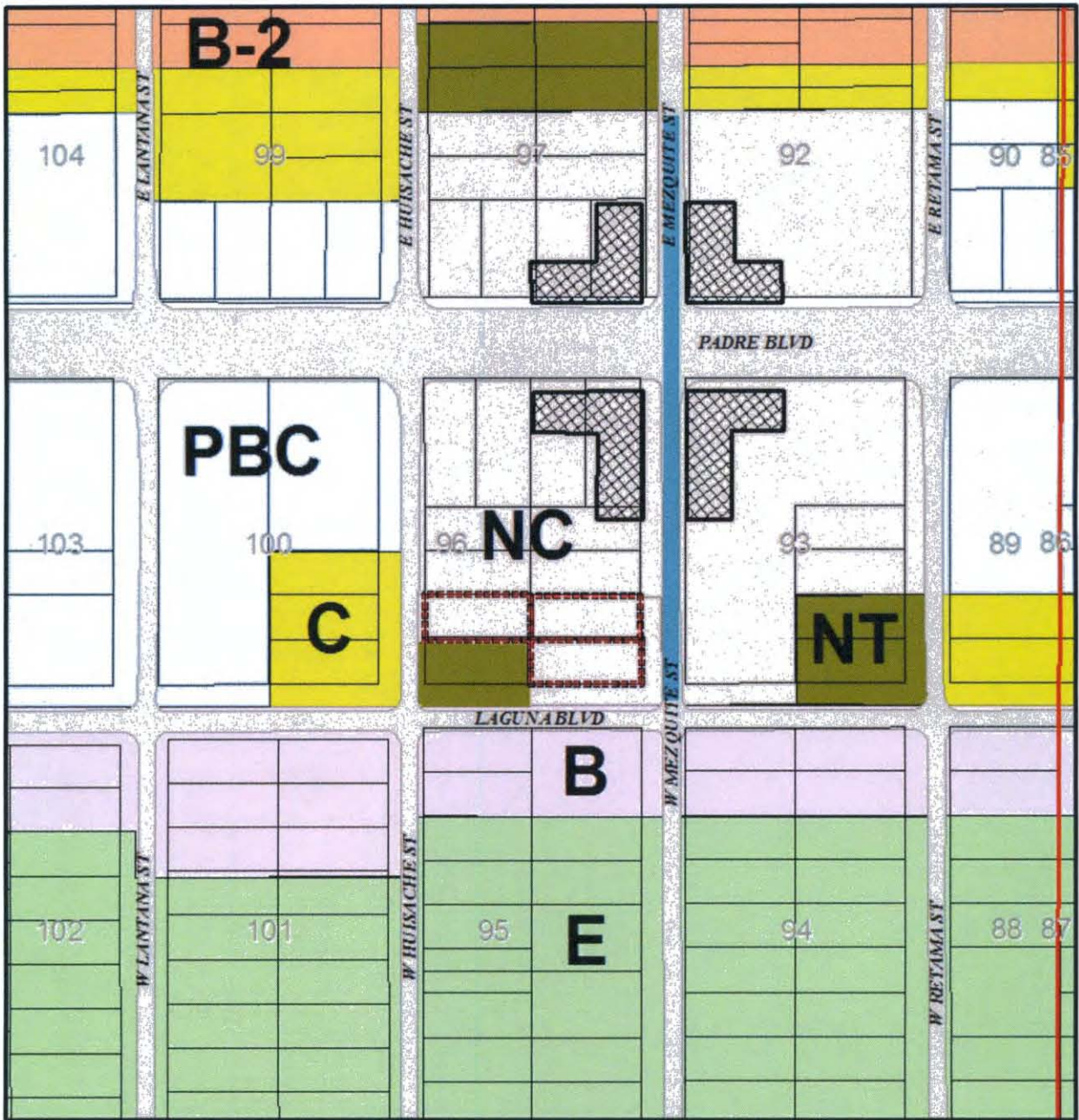
ATTEST:

CITY OF SOUTH PADRE ISLAND,  
TEXAS

\_\_\_\_\_  
SUSAN HILL, CITY SECRETARY

\_\_\_\_\_  
BHARAT R. PATEL, MAYOR

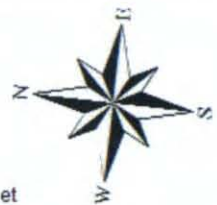
# EXHIBIT "A"



## REZONING

October 25, 2016  
 Sungman Kim, PhD, GISP  
 Director of Development Services

From: Neighborhood Transition  
 Character Zone (NT)  
 To: Neighborhood Crossing  
 Character Zone (NC)



**ORDINANCE NO. 16-**

**AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING THE ZONING DISTRICT MAP OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, BY REZONING LOT 2, BLOCK 96, PADRE BEACH SECTION VII FROM DISTRICT "NT" (NEIGHBORHOOD TRANSITION CHARACTER ZONE) TO DISTRICT "NC" (NEIGHBORHOOD CROSSING CHARACTER ZONE); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR A PENALTY OF UP TO TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH VIOLATION; PROVIDING FOR THE EFFECTIVE DATE; AND AUTHORIZING PUBLICATION IN CAPTION FORM.**

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**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS:**

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VOLUME 15, PAGE 21, MAP RECORDS OF CAMERON COUNTY, TEXAS**

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**Section 4.** If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

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PASSED, APPROVED AND ADOPTED on First Reading, the \_\_\_\_ day of \_\_\_\_ 2016.

PASSED, APPROVED AND ADOPTED on Second Reading, the \_\_\_\_ day of \_\_\_\_ 2016.

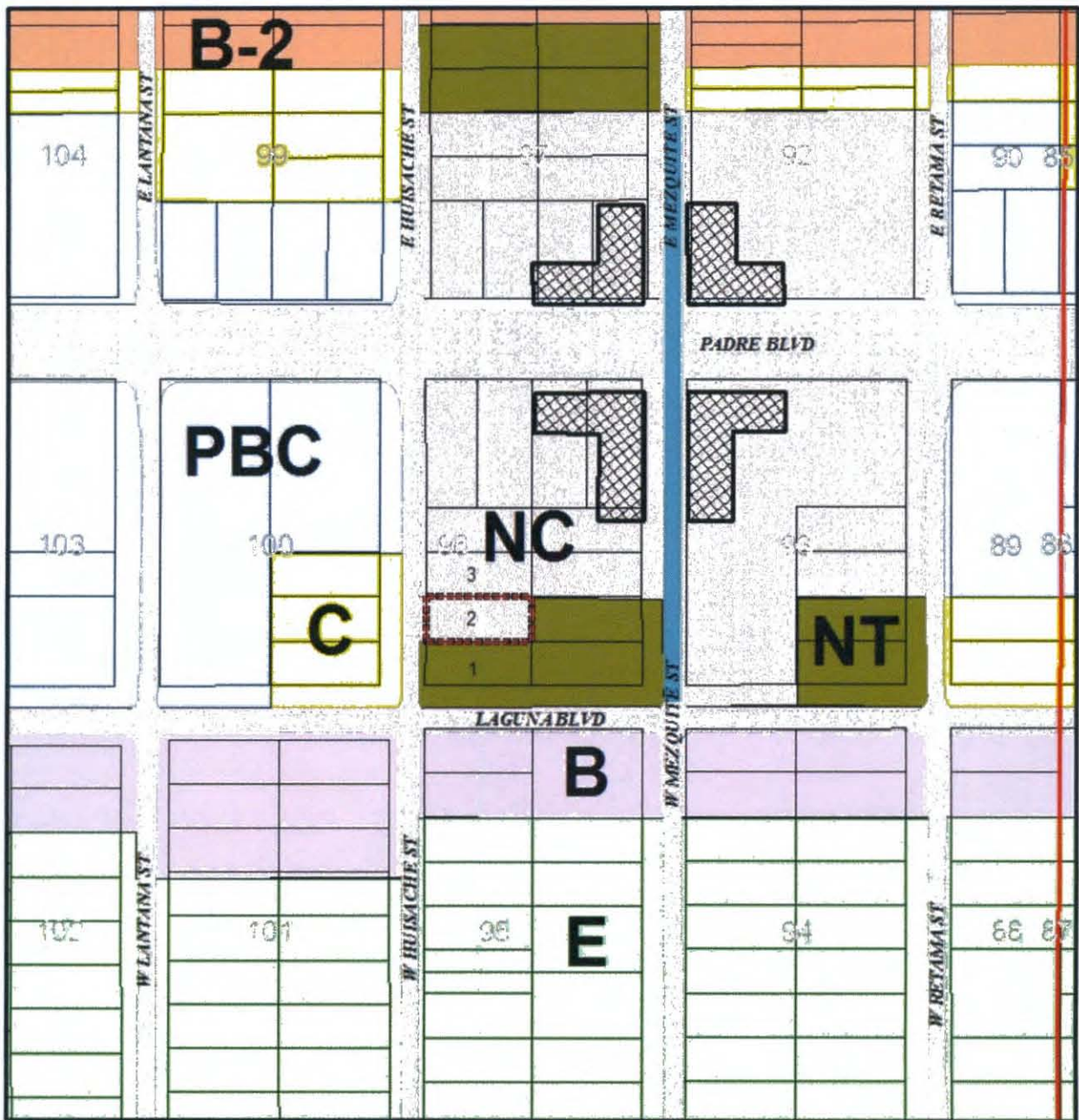
ATTEST:

CITY OF SOUTH PADRE ISLAND,  
TEXAS

\_\_\_\_\_  
SUSAN HILL, CITY SECRETARY

\_\_\_\_\_  
BHARAT R. PATEL, MAYOR

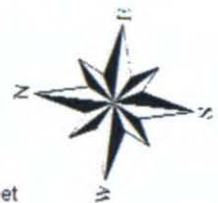
# EXHIBIT "A"



## REZONING

October 25, 2016  
 Sungman Kim, PhD, GISP  
 Director of Development Services

From Neighborhood Transition  
 Character Zone (NT)  
 To Neighborhood Crossing  
 Character Zone (NC)



10-11



**CITY OF SOUTH PADRE ISLAND**

**Development Standards Review Task Force Application**  
**Meeting date on the 2<sup>nd</sup> Tuesday of every month.**  
 To be considered a complete application this form must be **COMPLETELY** filled out and ten (10) copies of the form and supporting documentation must be submitted **two (2) weeks before the meeting date.** \$250 application fee per variance request.

**SITE LOCATION FOR REQUEST:**

Physical Address (Street Name & Number): Hvisache

Legal Description (Lot/Block/Subdivision): Lot 1 & 2, block 96 + Lot 12 & 11, T31k 96

Is this property part of a shopping center (i.e. one tenant of many?) |  YES / |  NO

Linear footage of any walls facing a street: \_\_\_\_\_

I hereby request the following from the Development Standards Review Task Force: \_\_\_\_\_

Rezoning to Commercial or to Neighborhood Crossing.  
Approval of preliminary site plan for development

\*SIGNS & STRUCTURES: person pulling sign permit is required to have a \$10,000 license and permit bond made out to the City of South Padre Island.

PROPERTY OWNER: Columbia Padre Blvd LLC

OWNER MAILING ADDRESS: 7858 Gross Point Rd unit F

CITY, STATE, ZIP: Skokie IL 60777

PHONE NUMBER: 848 677-1000 (E-mail address) mfeiger@rybcbltd.com

Signature of Property Owner (required) \_\_\_\_\_ Date \_\_\_\_\_

APPLICANT: Willis Capital Partners

APPLICANT MAILING ADDRESS: 5813 Padre Blvd

CITY, STATE, ZIP: South Padre Island TX 78597

PHONE NUMBER: 956 572-3191 (E-mail address) djmcnulty@wcp.com

  
 Signature of Applicant (if different from owner) \_\_\_\_\_ Date 9/30/16





TEXAS ASSOCIATION OF REALTORS®  
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS IS NOT AUTHORIZED.  
© Texas Association of REALTORS, Inc. 2018

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Columbia Padre Boulevard, PM RB

Address: 7855 CROSS POINT RD UNIT F, Skokie, IL 60077-2842

Phone: (847) 475-2020 PM E-mail: info@colpadre.com

Fax: \_\_\_\_\_ Other: \_\_\_\_\_

Buyer: Willis Capital Partners, LTD and/or Assigns

Address: 5813 Padre Blvd. South Padre Island, TX 78597

Phone: (956) 572-3191 E-mail: patrick@willisdevelopment.com

Fax: (844) 572-3192 Other: \_\_\_\_\_

2. PROPERTY:

A. "Property" means that real property situated in Cameron County, Texas at 109 W. Huisache, South Padre Island, Texas 78597 (address) and that is legally described on the attached Exhibit LoEs 1-3, Block 96, Padre Beach Section VII, Town of South Padre Island, Cameron County, Texas, according to the Map thereon recorded in Volume 15, Page 21, Map Records of Cameron County, Texas. RB

- B. Seller will sell and convey the Property together with:
- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
  - (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
  - (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)  
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

A. At or before closing, Buyer will pay the following sales price for the Property:

- (1) Cash portion payable by Buyer at closing ..... \$
- (2) Sum of all financing described in Paragraph 4 ..... \$
- (3) Sales price (sum of 3A(1) and 3A(2)) ..... \$

(TAR-1802) 1-1-16

Initialed for Identification by Seller PM and Buyer PM

Page 1 of 13

Troy Giles Realty, 5813 Padre Blvd. South Padre Island, TX 78597  
Phone: (956) 572-3391 Fax: \_\_\_\_\_

Patrick McNulty

Huisache LoEs

Commercial Contract - Unimproved Property concerning

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ \_\_\_\_\_ per:

- (i) square foot of  total area  net area.
- (ii) acre of  total area  net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- (i) public roadways;
- (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
- (iii) \_\_\_\_\_

(c) If the sales price is adjusted by more than \_\_\_\_\_ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within \_\_\_\_\_ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- A. Third Party Financing: One or more third party loans in the total amount of \$ 318,750.00 PM RB  
 This contract:
  - (1) is not contingent upon Buyer obtaining third party financing. Limitations: see note on the
  - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ \_\_\_\_\_.
- C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ \_\_\_\_\_.

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ 5,000.00 as earnest money with Pio Grande Valley Abstract (title company) at 6800 Padre Blvd, Suite 115, South Padre I, (address) Jacqui Dempsey (broker). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ 5,000.00 with the title company to be made part of the earnest money on or before same Possibility Period.
  - (i) 0 days after Buyer's right to terminate under Paragraph 7B expires; or PM RB
  - (ii) \_\_\_\_\_
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount. RB

10-14



Commercial Contract - Unimproved Property concerning \_\_\_\_\_

special flood hazard area (an "A" or "V" zone as defined by FEMA), if Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: Property is to be rezoned to Neighborhood Transition Zone and will be replatted into 1 lot.

B. Feasibility Period: Buyer may terminate this contract for any reason <sup>within</sup> 75 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

(1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Not later than 3 days after the effective date, Buyer must pay Seller \$ \_\_\_\_\_ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:  
(a) employ only trained and qualified inspectors and assessors;  
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;  
(c) abide by any reasonable entry rules or requirements of Seller;  
(d) not interfere with existing operations or occupants of the Property; and  
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed, at Buyer's sole cost and expense.

10-16

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

~~to be kept in Seller's possession.~~ PM RB

- (1) Delivery of Property Information: Within 20 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*
  - (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
  - (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
  - (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
  - (d) copies property tax statements for the Property for the previous 2 calendar years;
  - (e) plats of the Property;
  - (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
  - (g) ~~Buyer is purchasing the Property as-is for what it is.~~ PM

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check All that apply.)*
  - (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
  - (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
  - (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

B. LEASES: ~~As previously stated~~

At each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- any failure by Seller to comply with Seller's obligations under the leases;
- any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- any reverse sums paid by a tenant under any lease;

Commercial Contract - Unimproved Property concerning

any concessions, bonuses, free rent, rebates, brokerage commissions, or other matters that affect any lease, and any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. ~~Estoppel Certificates~~: Within 15 days after the effective date, Seller will deliver to Buyer ~~estoppel certificates signed not earlier than~~ 15 by each tenant that leases space in the Property. The ~~estoppel certificates must include the certifications contained in the current version of TAP Form 1998 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.~~

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Patrick F. McNulty Cooperating Broker: \_\_\_\_\_  
Agent: \_\_\_\_\_ Agent: \_\_\_\_\_  
Address: 5818 Padre Blvd Address: \_\_\_\_\_  
South Padre Island  
Phone & Fax: (956) 572-3191 (244) 572-3192 Phone & Fax: \_\_\_\_\_  
E-mail: patrick@willisdevelopment.com E-mail: \_\_\_\_\_  
License No.: 533031 License No.: \_\_\_\_\_

Principal Broker: (Check only one box)  
 represents Seller only.  
 represents Buyer only.  
 is an intermediary between Seller and Buyer.  
Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)  
(Complete this Agreement Between Brokers on page 13 only if (1) is selected.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:  
 4,000 % of the sales price.  
 \_\_\_\_\_ % of the sales price.  
Cooperating Broker a total cash fee of:  
 \_\_\_\_\_ % of the sales price.  
 \_\_\_\_\_ % of the sales price.

The cash fees will be paid in \_\_\_\_\_ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

~~The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.~~

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the date of:

- (1)  \_\_\_\_\_ days after the expiration of the feasibility period.
- (2)  ~~December 15, 2014~~ (specific date).
- (3)  \_\_\_\_\_

~~(2) 7 days after objections made under Paragraph 9C have been cured or waived.~~

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller's expense, a  general  special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) an assignment of all leases to or on the Property;
- (3) ~~to the extent applicable, an assignment to Buyer of all licenses and permits related to the Property, acceptable to the title company~~
- (2) ~~(4)~~ evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (3) ~~(5)~~ an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
- (4) ~~(6)~~ any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) ~~sign and send to each tenant in a lease for any part of the Property a written statement that:~~  
  - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
  - (b) specifies the exact dollar amount of the security deposit;
- (4) ~~(7)~~ sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

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Commercial Contract - Unimproved Property concerning

- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G.  Seller  Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

**19. MATERIAL DEFECTS:** To the best of Seller's knowledge and belief, (Check only one box.)

A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (FAR-1409).

- B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface structures, pits, waste, springs, or improvements;
  - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (3) any environmental hazards or conditions that materially affect the Property;
  - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (5) whether radon, asbestos-containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
  - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (7) any threatened or endangered species or their habitat on the Property;
  - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
  - (10) any condition on the Property that violates any law or ordinance.

PM

CM

PS

**20. NOTICES:** All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties' addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

**21. DISPUTE RESOLUTION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

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22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: (Check all that apply.)
  - (1) Property Description Exhibit identified in Paragraph 2;
  - (2) Commercial Contract Financing Addendum (TAR-1931);
  - (3) Commercial Property Condition Statement (TAR-140B);
  - (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
  - (5) Notice to Purchaser of Real Property in a Water District (MUD);
  - (6) Addendum for Coastal Area Property (TAR-1915);
  - (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
  - (8) Information About Brokerage Services (TAR-2501); and
  - (9) \_\_\_\_\_

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

- E. Buyer  may  may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract, ~~only if the assignee, assuming~~ <sup>shall</sup> in writing, all obligations and liability of Buyer under this contract. RB

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receives this contract after all parties execute this contract. RB

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §19.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you

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**AGREEMENT BETWEEN BROKERS**  
*(use only if Paragraph 28(1) is effective)*

Principal Broker agrees to pay \_\_\_\_\_ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

\$ \_\_\_\_\_, or

\_\_\_\_\_ % of the sales price, or

\_\_\_\_\_ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: \_\_\_\_\_ Cooperating Broker: \_\_\_\_\_

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

**ATTORNEYS**

Seller's attorney: Jay H. Phillips, Esq. Buyer's attorney: \_\_\_\_\_  
Phillips & Helger, LLP

Address: 5301 Springdale Road, Suite 200 Address: \_\_\_\_\_  
Galveston, Texas 77554-2408

Phone & Fax: 832-788-1400 (phone) Phone & Fax: \_\_\_\_\_  
832-788-2867 (fax)

E-mail: jphilips@tla.wdcs.com E-mail: \_\_\_\_\_

Seller's attorney requests copies of documents, notices, and other information:

the title company sends to Seller.

Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

the title company sends to Buyer.

Seller sends to Buyer.

**ESCROW RECEIPT**

The title company acknowledges receipt of:

A. the contract on this day 9/22/16 (effective date);

B. earnest money in the amount of \$ 5000 in the form of CASH

on 9/22/16.

Title company: Go Grande Valley Abs Title Address: 5600 Padre Blvd, Suite 116  
Attn: Acqui. Compl. Manager South Padre Island, Texas 78597-7615

By: Jay H. Phillips Phone & Fax: 958-761-2116 (phone)  
958-761-2423 (fax)

Assigned file number (GF#): 202084944 E-mail: acqui@rvabs.com

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TEXAS ASSOCIATION OF REALTORS®  
COMMERCIAL CONTRACT FINANCING ADDENDUM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
Texas Association of REALTORS®, Inc. 2019

ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING  
THE PROPERTY AT

109 W. Huisache, South Padre Island, Texas 78597

The portion of the Sales Price not payable in cash will be paid as follows: (Check all that apply.)

A. THIRD PARTY FINANCING:

- (1) The contract is contingent upon Buyer obtaining a third party loan(s) secured by the Property in the amount of \$ 700,000.00 for not less than 20 years with the initial interest rate not to exceed 4.750 % per annum and payments calculated on an amortization period of no less than 20 years.
- (2) Buyer will apply for the third party loan(s) described in Paragraph A(1) promptly after the effective date. If Buyer cannot obtain the loan(s), Buyer may give Seller written notice within 35 days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Buyer does not give such notice within the time required, this contract will no longer be subject to the contingency described in this Paragraph A. *ff*
- (3) Each note to be executed under this addendum is to be secured by vendor's and deed of trust liens.

B. ASSUMPTION:

- (1) Buyer will assume the unpaid principal balance of the existing promissory note secured by the Property payable to \_\_\_\_\_ dated \_\_\_\_\_ which balance at closing will be \$ \_\_\_\_\_.
- (2) Buyer's initial payment will be the first payment due after closing. Buyer's assumption of the existing note includes all obligations imposed by the deed of trust securing the note, recorded in \_\_\_\_\_ (recording reference) in the real property records of the county where the Property is located.
- (3) If the unpaid principal balance of the assumed loan as of the date of closing varies from the loan balance stated in Paragraph B(1), the cash payable at closing will be adjusted by the net amount of any variance; provided, if the total principal balance of the assumed loan varies in an amount greater than \$ \_\_\_\_\_ at closing, either party may terminate this contract and the earnest money will be refunded to Buyer unless either party elects to eliminate the excess in the variance by an appropriate adjustment at closing.
- (4) Buyer may terminate the contract and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer if the note holder, on assumption requires:
  - (a) Buyer to pay an assumption fee in excess of \$ \_\_\_\_\_ and Seller declines to pay such excess;
  - (b) an increase in the interest rate to more than \_\_\_\_\_ %; or
  - (c) any other modification of the loan documents.
- (5) Unless Seller is released of liability on any assumed note, Seller requires a vendor's lien and deed of trust to secure assumption, which will be automatically released on execution and delivery of a release by the note holder.

(TAR-1931) 1-26-10

Initialed for identification by Seller: *AB*, \_\_\_\_\_, and Buyer: *ff*, \_\_\_\_\_

Page 1 of 4

Tracy Giles Realty, 5813 Padre Blvd, South Padre Island, TX 78597  
Phone: (956) 772-3121 Fax: \_\_\_\_\_

Pabrick McNully

Huisache Lots

Prepared with ZipForms by zipLogic 18070 Fifeon Mile Road, Fraser, Michigan 48028 [www.ziplogic.com](http://www.ziplogic.com)

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(6) If assumption approval is required by the note holder, Buyer will apply for assumption approval within \_\_\_\_\_ days after the effective date of the contract and will make every reasonable effort to obtain assumption approval. If Buyer cannot obtain assumption approval, Buyer may give Seller written notice within \_\_\_\_\_ days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Buyer does not give such notice within the time required and Buyer does not close because Buyer is not able to assume the existing note, Buyer will be in default.

**D. SELLER FINANCING:**

- (1) At closing, Buyer will execute and deliver a promissory note (the note) from Buyer to Seller in the amount of \$ \_\_\_\_\_, bearing \_\_\_\_\_ % interest per annum. Matured, unpaid amounts will bear interest at the maximum rate of interest allowed by law.
- (2) The note will be payable as follows:
- (a) In one payment, due \_\_\_\_\_ after the date of the note, with interest payable:  (i) monthly;  (ii) \_\_\_\_\_.
  - (b) In installments of \$ \_\_\_\_\_  including interest  plus interest beginning \_\_\_\_\_ after the date of the note and continuing at  monthly  intervals thereafter for \_\_\_\_\_ when the entire balance of the note will be due and payable.
  - (c) Interest only in  monthly  installments for the first \_\_\_\_\_ years and thereafter in installments of \$ \_\_\_\_\_  including interest  plus interest beginning \_\_\_\_\_ after the date of the note and continuing at  monthly  intervals thereafter for \_\_\_\_\_ when the entire balance of the note will be due and payable.
- (3) The note will be secured by vendor's and deed of trust liens and an assignment of leases payable at the place designated by Seller.
- (4) The note will provide that if Buyer fails to timely pay an installment within 10 days after the installment is due, Buyer will pay a late fee equal to 5% of the installment not paid.
- (5) The note  will  will not provide for liability (personal or corporate) against the maker in the event of default.
- (6) The note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing and interest will immediately cease on the prepaid principal.
- (7) The lien securing payment of the note will be inferior to any lien securing any superior note described in this addendum. If an owner's policy of title insurance is furnished, Buyer, at Buyer's expense, will furnish Seller with a mortgagee title policy in the amount of the note at closing.
- (8) If all or any part of the Property is sold or conveyed without Seller's prior written consent, Seller, at Seller's option, may declare the outstanding principal balance of the note, plus accrued interest, immediately due and payable. Any of the following is not a sale or conveyance of the Property:
- (a) the creation of a subordinate lien;
  - (b) a sale under a subordinate lien;
  - (c) a deed under threat or order of condemnation;
  - (d) a conveyance solely between the parties; or
  - (e) the passage of title by reason of death of a maker or operation of law.

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- (9) Deposits for Taxes and Insurance: Together with the principal and interest installments, Buyer  will  will not deposit with Seller a pro rata part of the estimated annual ad valorem taxes on the Property and a pro rata part of the estimated annual insurance premiums for the improvements on the Property.
- (a) If Buyer deposits taxes and insurance deposits with Seller, Buyer agrees that the taxes and insurance deposits are only estimates and may be insufficient to pay total taxes and insurance premiums. Buyer agrees to pay any deficiency within 30 days after Seller notifies Buyer of any deficiency. Buyer's failure to pay the deficiency is a default under the deed of trust.
- (b) If any superior lien holder on the Property collects payments for taxes and insurance, any requirement to deposit taxes and insurance deposits with Seller under this addendum is inoperative so long as payments are being made to the superior lien holder.
- (10) Any event that constitutes a default under any superior lien constitutes a default under the deed of trust securing the note.
- (11) The note will include a provision for reasonable attorney's fees for any collection action.
- (12) Unless the parties agree otherwise, the form of the note and loan documents will be as found in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

D. CREDIT APPROVAL ON ASSUMPTION OR SELLER FINANCING:

- (1) To establish Buyer's creditworthiness for assumption approval or seller financing, Buyer will deliver to Seller the following information (Buyer's documentation) within \_\_\_\_\_ days after the effective date of the contract:
- (a) verification of employment, including salary;
  - (b) verification of funds on deposit in financial institutions;
  - (c) current financial statement;
  - (d) credit report;
  - (e) tax returns for the following years \_\_\_\_\_;
  - (f) \_\_\_\_\_
- (2) If Buyer does not timely deliver Buyer's documentation or Seller determines, in Seller's sole discretion, that Buyer's creditworthiness is not acceptable, Seller may terminate the contract by giving written notice to Buyer not later than \_\_\_\_\_ days after the date Buyer must deliver Buyer's documentation under Paragraph D(1) and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Seller does not timely terminate the contract under this paragraph, Seller will be deemed to have accepted Buyer's credit.

E. SPECIAL PROVISIONS:



Commercial Contract Financing Addendum concerning 109 W. Ruisaché, South Padre Island, Texas 78597

Seller: Columbia Padre Boulevard Church  
an Illinois Limited Liability Company  
By: Raybaa Operators Corp.  
as Illinois Corporation & its Manager  
By (signature): [Signature]  
Printed Name: RON BERNA  
Title: Principal

Buyer: Willis Capital Partners, LTD  
By: Willis Development, LLC, General Part  
By (signature): [Signature]  
Printed Name: Patrick J. McNulty  
Title: Managing Member

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



ADDENDUM FOR  
COASTAL AREA PROPERTY  
(SECTION 33.136, TEXAS NATURAL RESOURCES CODE)  
TO CONTRACT CONCERNING THE PROPERTY AT


109 West Huibache, South Padre Island, 78597  
(Address of Property)


NOTICE REGARDING COASTAL AREA PROPERTY

1. The real property described in and subject to this contract adjoins and shares a common boundary with the tidally influenced submerged lands of the state. The boundary is subject to change and can be determined accurately only by a survey on the ground made by a licensed state land surveyor in accordance with the original grant from the sovereign. The owner of the property described in this contract may gain or lose portions of the tract because of changes in the boundary.  
~~The seller, transferor or grantor has no knowledge of any prior all as it relates to the property described in and subject to this contract except:~~

2. State law prohibits the use, encumbrance, construction, or placing of any structure in, on, or over state-owned submerged lands below the applicable tide line, without proper permission.

3. The purchaser or grantee is hereby advised to seek the advice of an attorney or other qualified person as to the legal nature and effect of the facts set forth in this notice on the property described in and subject to this contract. Information regarding the location of the applicable tide line as to the property described in and subject to this contract may be obtained from the surveying division of the General Land Office in Austin.

  
Buyer Wallis Capital Partners, LTD

  
Seller Columbia Padre Blvd, LLC  
Rambec Oper. Corp. Manager

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 812-936-9000 (<http://www.trec.texas.gov>) TREC No. 33-2 This form replaces TREC No. 33-1.



ADDENDUM FOR
PROPERTY LOCATED SEAWARD OF THE
GULF INTRACOASTAL WATERWAY
(SECTION 61.025, TEXAS NATURAL RESOURCES CODE)
TO CONTRACT CONCERNING THE PROPERTY AT

109 West Hurricane, South Padre Island, 78597
(Address of Property)

DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS OF PURCHASING
COASTAL REAL PROPERTY NEAR A BEACH

WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE
PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.

- READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND
THE RISKS YOU ARE ASSUMING.
BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE
RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.
IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT
MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM
EVENTS.
AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE
STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.
THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC
LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its
southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which
runs southerly to the international boundary from the intersection of the centerline of the Gulf
Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach
fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of
use or easement to or over the area of any public beach by prescription, dedication, or presumption, or
has retained a right by virtue of continuous right in the public since time immemorial, as recognized in
law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily
marks the landward boundary of the public easement. If there is no clearly marked natural vegetation
line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural
Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for
all Texas Gulf property subject to the open beaches act are available from the Texas General Land
Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public
easement, including the placement of structures seaward of the landward boundary of the easement.
OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER APPLICABLE
EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF
PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO
REMOVE THE STRUCTURES.

The purchaser is hereby notified that the purchaser should: (1) determine the rate of shoreline erosion
in the vicinity of the real property; and (2) seek the advice of an attorney or other qualified person
before executing this contract or instrument of conveyance as to the relevance of these statutes
and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.

Buyer: Williams Capital Partners, LTD

Seller: Columbia Padre Blvd, LLC
Raytec Operating Corp

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use with slightly amended or promulgated contract forms. Such approval relates to the form
only. TREC forms are intended for use only by signed real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific
instrument. It is not intended for computer reproduction. Texas Real Estate Commission, P.O. Box 12108, Austin, TX 78711-2108, 612-536-5000 (http://www.trec.texas.gov) TREC No.
34-4. This form replaces TREC No. 34-2.

10-31



# Information About Brokerage Services

11-2-2015

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer or counteroffer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. This written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - o that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>Patrick J. McNulty</u>	<u>539031</u>	<u>patrick@willisdevelopment.com</u>	<u>(956) 572-3191</u>
Licensed Broker/Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone

Designated Broker of Firm	License No.	Email	Phone
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Licensed Supervisor of Sales Agent/Associate	License No.	Email	Phone
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Sales Agent/Associate's Name	License No.	Email	Phone
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Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission  
TAR 256.6

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

1001 Ross Street, Suite 1000, South Dallas, TX 75219  
Patrick McNulty

Phone: (956) 572-3191 Fax: (956) 572-3191  
[www.trec.texas.gov](http://www.trec.texas.gov)

IABS 1-0  
Replaces LSA

**ADDENDUM TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY (TAR)  
BY AND BETWEEN  
COLUMBIA PADRE BOULEVARD, LLC AND WILLIS CAPITAL PARTNER, LTD**

Notwithstanding anything to the contrary in the Contract, the following shall apply. In the event there is a conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall supersede the Contract terms and govern.

1. **Earnest Money.** Upon deposit with the Title Company, the Earnest Money shall be non-refundable to Buyer in all respects, except as otherwise permitted in the Contract or this Addendum, and shall remain fully applicable to the Purchase Price at Closing.
2. **Title Policy and Survey.** Seller has no obligation to ensure that the Title Company will provide any endorsements to the Title Policy. If Buyer elects to obtain any endorsements or additional coverages they shall be at Buyer's sole cost and expense.
3. **Title Objections by Buyer.** Seller is under no obligation to cure such objections and not curing an objection shall not be deemed a default under the Contract.
4. **Feasibility Study; Insurance.** In conducting any inspections or tests of the Property, Buyer shall carry or cause each of its agents, contractors and representatives who shall enter the Property to carry reasonable commercial general liability insurance covering all activities of Buyer's agents, contractors and representatives while exercising the right of entry upon the Property, and upon request by Seller shall deliver a certificate of insurance evidencing such coverage to Seller prior to entry upon the Property. Buyer shall not permit any liens to attach to the Property by reason of the exercise of Buyer's rights hereunder. Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any and all liens, claims, demands, damages, causes of action, liabilities and expenses (including reasonable attorney's fees and costs, asserted against or incurred by Seller arising out of Buyer's due diligence inspection of the Property), provided, This indemnification shall survive termination hereof.
5. **Independent Investigation.** Buyer hereby acknowledges that Seller has not made and does not make any warranty or representation regarding the Property or the truth, accuracy, or completeness of any documents or information given to Buyer or the source(s) thereof, and that Seller has not undertaken any independent investigation as to the truth, accuracy or completeness of the same and is providing information and/or documents solely as an accommodation to Buyer. Any representations and warranties of Seller in this Contract are made by Seller without inquiry or investigation. Buyer is sophisticated in the real estate business and Seller understands that Buyer will be making its own due diligence inquiries and investigation during the Feasibility Period. Seller expressly disclaims and Buyer waives any and all liability for representations or warranties express or implied, statements of fact, and other matters contained in the documents, information or in oral communications made to Buyer. Buyer shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental, or economic condition, compliance or lack of compliance with any ordinance, order, permit, or regulation or any other attribute or matter relating thereto.
6. **Limited Remedies.** In no event shall Seller, its direct or indirect partners, shareholders, owners, or affiliates, any officer, director, employee, attorney, or agent of the foregoing, or any affiliate or controlling person thereof have any liability, beyond its interest in the Property, for any claim, cause of action, or other liability arising out of or relating to this Contract or the Property, whether based on contract, common law, statute, equity or otherwise.
7. **"AS IS, WHERE IS", "WITH ANY AND ALL FAULTS."** (A) SELLER IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS" BASIS, "WITH ANY AND ALL FAULTS." SELLER MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NOR IS ANY EMPLOYEE OR AGENT OF SELLER AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE QUALITY OF OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO SELLER, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL SELLER BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY,

ON THE PROPERTY, OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY. BY CLOSING THE PURCHASE AND SALE, BUYER WARRANTS THAT THE BUYER HAS FULLY INSPECTED THE PROPERTY, IS FULLY SATISFIED WITH THE SAME IN ALL RESPECTS "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF SELLER, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT IN PURCHASING THE PROPERTY FROM SELLER. (B) BUYER ACKNOWLEDGES AND AGREES THAT IT IS EXPERIENCED IN ACQUIRING, OWNING, DEVELOPING, MARKETING, LEASING, OPERATING, MANAGING AND SELLING OF PROPERTIES SIMILAR TO THE PROPERTY, AND THAT BUYER SHALL, DURING THE REVIEW PERIOD, THOROUGHLY INSPECT, TEST, STUDY, REVIEW AND INVESTIGATE THE PROPERTY, AND THAT EXCEPT FOR THE WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER MADE IN THIS AGREEMENT AND THE DEED, BUYER IS RELYING SOLELY THEREON IN MAKING ITS DECISION TO ACQUIRE THE PROPERTY. THE PROVISIONS OF THIS SECTION 7 SHALL SURVIVE THE CLOSING AND SHALL NOT MERGE THEREIN OR INTO ANY DOCUMENTS EXECUTED IN CONNECTION THEREWITH. BUYER AND SELLER AGREE THAT THE SPECIAL WARRANTY DEED TO BE DELIVERED BY SELLER TO BUYER SHALL EXPRESSLY CONTAIN THE LANGUAGE IN THIS SECTION 7.

8. Notices. Notices shall be given to pursuant to Page 10, Section 20, of the Contract with copies to: IF TO SELLER, COPY TO: Joy H. Phillips, Esq., Friedman & Feiger, L.L.P., 5301 Spring Valley Road, Suite 200, Dallas, Texas 75254, Telephone. (972) 788-1400, Fax: (972) 776-5313, Email: [jphillips@fllawoffice.com](mailto:jphillips@fllawoffice.com). IF TO BUYER, COPY \_\_\_\_\_, Email: \_\_\_\_\_, Tel. \_\_\_\_\_, Fax: \_\_\_\_\_

9. Facsimile Transmission or Email. A telecopied facsimile or email attachment of a duly executed counterpart of this Contract shall be sufficient to evidence the binding Contract of each Party to the terms hereof. Each Party agrees to promptly return to the other an original, duly executed counterpart of this Contract following the delivery of a telecopied facsimile or email attachment thereof. This Contract may be executed in any number of counter-parts, each of which shall be an original, but all of which together shall constitute but one instrument.

10. No Recordation. Without the prior written consent of the other party, neither Buyer nor Seller nor their respective agents or representatives shall record either this Contract or any memorandum hereof, or any affidavit pertaining hereto, or publicize same to any third party, whether by verbal communication, advertising or the like, and any such recordation of this Contract or memorandum hereto or publication by any such party without the prior written consent of the other party shall constitute an immediate default hereunder, whereupon this Contract shall, at the sole option and discretion of non-defaulting party, either terminate and be of no further force and effect or remain effective.

11. Independent Investigation. Buyer hereby acknowledges that Seller has not made and does not make any warranty or representation regarding the Property or the truth, accuracy, or completeness of any documents or information given to Buyer or the source(s) thereof, and that Seller has not undertaken any independent investigation as to the truth, accuracy or completeness of the same and is providing information and/or documents solely as an accommodation to Buyer. Seller expressly disclaims and Buyer waives any and all liability for representations or warranties express or implied, statements of fact, and other matters contained in the documents, information or in oral communications made to Buyer. Buyer shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental, or economic condition, compliance or lack of compliance with any ordinance, order, permit, or regulation or any other attribute or matter relating thereto.

12. Entire Agreement. This Contract contains the complete agreement between the Parties and cannot be varied except by the written agreement of the Parties. The Parties agree that there are no oral agreements, understandings, representations, or warranties which are not expressly set forth herein. Any portion of this Contract not otherwise consummated at the Closing will survive the Closing of this transaction as a continuing agreement by and among the Parties.

13. Facsimile Transmission or Email Scan. A telecopied facsimile or email scan of a duly executed counterpart of this Contract shall be sufficient to evidence the binding agreement of each Party to the terms hereof. However, each Party agrees to promptly return to the other an original, duly executed counterpart of this Contract following the delivery of a telecopied facsimile or email scan thereof.

14. Venue. Venue in this case of any dispute hereunder shall be in Dallas County, Texas.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be duly executed on the dates set forth in the Contract.

**SELLER:**

Columbia Padre Boulevard, LLC  
an Illinois limited liability company

By: ~~Public Investment Co., Ltd.~~ *Rayloc Operators Corp.*  
an Illinois Corporation, its Manager

By: 

Print Name: ~~Marvin Feiger~~ *Ron Berman*

Its: ~~Principal~~ *officer*

**BUYER:**

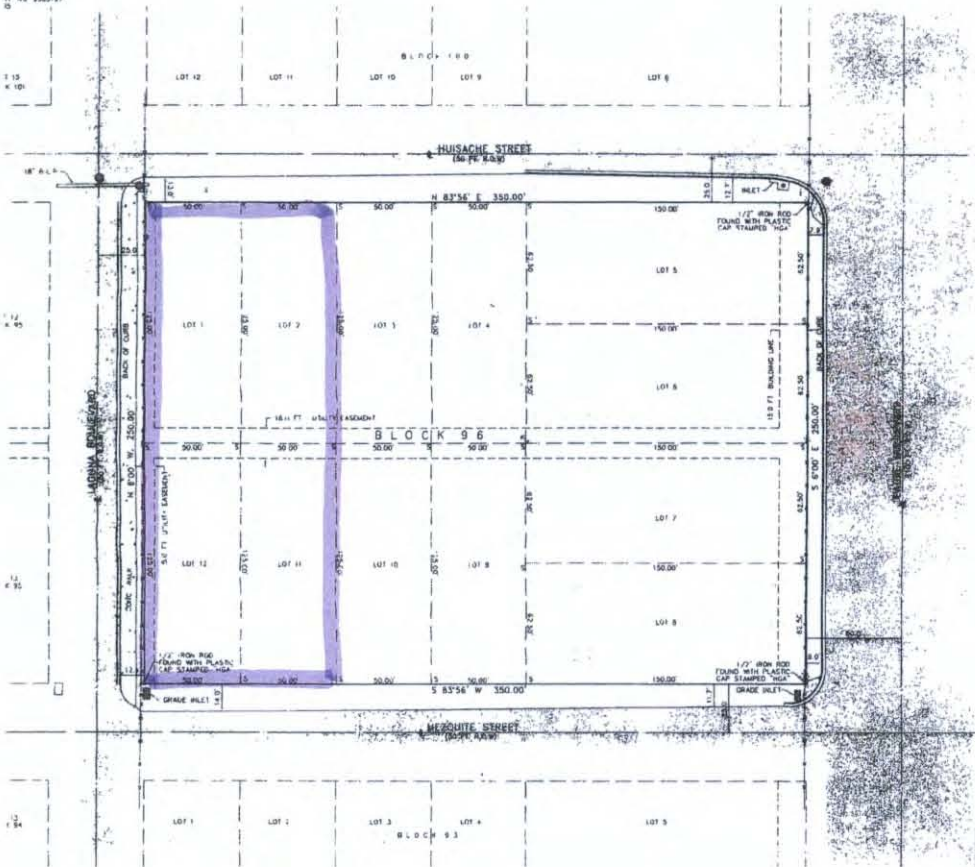
Willis Capital Partner, LTD  
a Texas, Limited Partnerships

By: 

Print Name: *Patrick McNulty*

Its: *Managing member*

SECTION VI  
 SHEET 15 PAGE 21  
 1" = 40'  
 11/10/2007



THE SURVEYED PROPERTY WAS FOUND TO BE IN ZONE "X" BY THE FLOOD INSURANCE RATE COMMUNITY PANEL 1013-000-0, WHICH BEARS AN EFFECTIVE DATE 1/1/03. UNDER THE FLOOD SURVEYING WAS PERFORMED TO DETERMINE THE FLOOD RISK AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY DETERMINATION.

**SURVEYOR CERTIFICATE**  
 THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREIN, WAS MADE ON THE GROUND BY MEASUREMENTS THAT THE ONLY VISIBLE ADJACENT OWNERS' INTERESTS WERE OBSERVED AND APPROPRIATELY IDENTIFIED. WHERE OVERLAPPING, APPARENT CONFLICTS OF INTERESTS EXIST, EXCEPT AS NOTED HEREIN, THIS SURVEY CONFORMS TO THE APPLICABLE STANDARDS OF PRACTICE AS REQUIRED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING. THIS SURVEY IS NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE.



*R.P.L.S.*  
 6/19/05



**LEGEND**

+	POWER POLE
1	SON
+	LIGHT POLE
+	MAIL BOX
+	FIRE HYDRANT
○	MANHOLE
○	GUY WIRE
○	TOLERANCE
○	POWER LINE
○	1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED YEAR
○	1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED YEAR

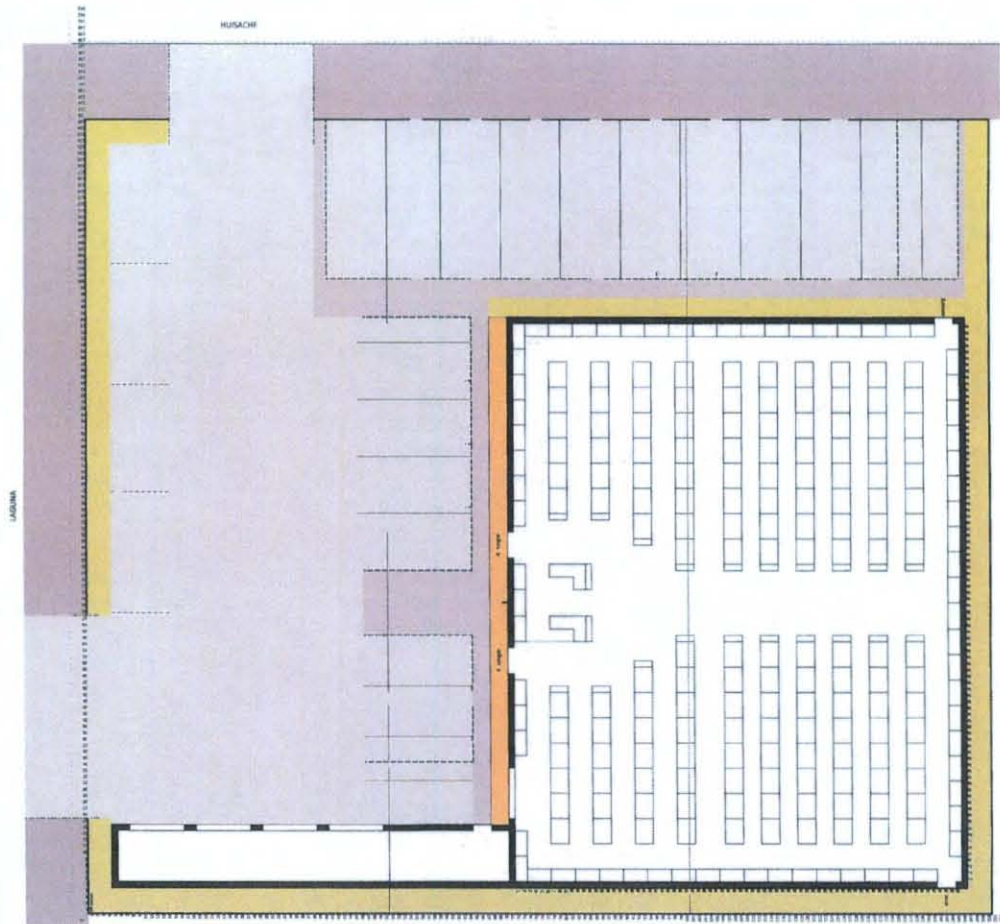
**PLAT OF SURVEY**  
 LOT ONE (1), THROUGH TWELVE (12) (INCLUSIVE), BLOCK NINETY-SIX (96), PADRE BEACH SECTION VII, TOWN OF SOUTH PADRE ISLAND, CAMERON COUNTY TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 14, PAGE 21, MAP RECORDS OF CAMERON COUNTY, TEXAS.

For: RAMOS-GRACIA INVESTMENTS INC.  
 CADcon Civil Engineers / Land Surveyors  
 Chavez Automated Design Consultants  
 1014 Williams Blvd., Brownsville, Texas 78521, 361-746-7744, Fax 361-746-7744

10-36



010-39



10-39

**CITY COUNCIL MEETING  
CITY OF SOUTH PADRE ISLAND  
EXECUTIVE SESSION  
AGENDA REQUEST FORM**

**MEETING DATE:** December 7, 2016

**EXECUTIVE SESSION**

**ITEM DESCRIPTION**

Pursuant to TEXAS GOVERNMENT CODE, Section 551.071, Consultation with Attorney; Section 551.087 Deliberation Regarding Economic Development; an Executive Session will be held to discuss:

- a. Discussion of collection of 2% Venue Tax.

**CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** December 7, 2016

**NAME & TITLE:** Council Members

**DEPARTMENT:** City Council

**ITEM**

Discussion and action regarding collection of 2% Venue Tax.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:                      YES: \_\_\_\_\_                      NO: \_\_\_\_\_  
Approved by Legal:              YES: \_\_\_\_\_                      NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**