NOTICE OF MEETING CITY OF SOUTH PADRE ISLAND SHORELINE TASK FORCE

NOTE: One or more members of the City of South Padre Island City Council may attend this meeting; if so, this statement satisfies the requirements of the OPEN MEETINGS ACT.

NOTICE IS HEREBY GIVEN THAT THE SHORELINE TASK FORCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, WILL HOLD A <u>REGULAR MEETING</u> ON:

MONDAY, DECEMBER 4, 2017

3:00 P.M. AT THE MUNICIPAL BUILDING, CITY COUNCIL CHAMBERS, 2ND FLOOR 4601PADRE 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 Task Force relating to agenda or non-agenda items. Speakers are required to address the Task Force at the podium and give their name before addressing their concerns. [Note: State law will not permit the Shoreline Task Force 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 Shoreline Task Force meeting]
- 4. Approval of the November 20, 2017 regular meeting minutes.
- Discussion and action to cancel Shoreline Taskforce meetings to be held on December 18, 2017 and January 1, 2018.
- Discussion and possible action to recommend to Texas General Land Office a Beach and Dune Permit for 5908 Gulf Boulevard South Padre Island Texas. (Hill)
- Discussion and possible action regarding HDR's South Padre Island Resilient Public Access and Education, Conservation, and Tourism Master Plan. (Hill)
- Discussion and presentation of *Dune Volunteer Planting Program* power point. A history of dune planting efforts by volunteers on South Padre Island. (Hill)
- Discussion and presentation of Sargassum power point. A brief presentation on seaweed and its effects on the City's beaches. (Hill)
- Discussion and possible action regarding a resolution from the City South Padre Island in support of The University of Texas Rio Grande Valley Lower Laguna Madre Estuary Program.(Hill)
- Discussion and possible action to recommend approval of proposed Ordinance to amend 13-24 Regulation of Shade Devices and Chairs on the Public Beach, Section E. (Hill).

12. Adjournment.

DATED THIS THE 28 TH DAY OF NOVEMBER 2017

Marta Martinez, Assistant City Secretary

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE SHORELINE TASK FORCE 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 NOVEMBER 28, 2017 AT/OR BEFORE 4:00 P.M. AND REMAINED SO POSTED COVERED THE SCHEDUCED TIME OF AUTHORS.



Marta Martinez, Assistant 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, DAVID TRAVIS; ADA DESIGNATED RESPONSIBLE PARTY AT (956) 761-8103.

CITY OF SOUTH PADRE ISLAND SHORELINE TASKFORCE MEETING AGENDA REQUEST FORM

MEETING DATE: 12/04/2017

NAME & TITLE: Brandon Hill, Shoreline Director

DEPARTMENT: Shoreline department

ITEM

Approval of November 20, 2017 regular meeting minutes.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

None

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: Approved by Legal: YES: _____ YES: _____

NO: ______ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

MINUTES CITY OF SOUTH PADRE ISLAND SHORELINE TASK FORCE

MONDAY, NOVEMBER 6, 2017

I. Call to Order.

The Shoreline Task Force of the City of South Padre Island, Texas held a regular meeting on Monday, November 6, 2017, at the Municipal Complex Building, 2nd Floor, 4601 Padre Boulevard, South Padre Island Texas. Chairman Troy Giles, called the meeting to order at 3:02 p.m. A quorum was present: Task Force Members Virginia Guillot, Kerry Schwartz, Thoren Thorbjørnsen, Stormy Wall, and Neil Rasmussen, were present at the meeting, Task Force member Norma Trevino was absent.

City staff members present were: Shoreline Management Director Brandon Hill, and Shoreline Program Coordinator Jose Manuel Aguilar, City Manager Susan Guthrie.

II. Pledge of Allegiance.

Mr. Troy Giles led the Pledge of Allegiance.

III. Public Comments and Announcements.

Thoren Thorbjørnsen announced a public invitation to the 1st annual Chrisgiving Eve; a benefit for the Native Plant Center, on November 30, 2017 7-10 pm

IV. Approval of the November 6, 2017 regular meeting minutes.

Task Force Member Neil Rasmussen made a motion to approve the November 6, 2017 meeting minutes, seconded by Virginia Guillot. Motion passed unanimously.

V. Discussion and possible action to recommend to Texas General Land Office a Beach and Dune Permit for Sangria Condominiums at 1400 Gulf Boulevard South Padre Island Texas. (Hill)

Task Force Member Neil Rasmussen made a motion to recommend to Texas General Land Office a Beach and Dune Permit for Sangria Condominiums at 1400 Gulf Boulevard South Padre Island Texas, seconded by Virginia Guillot. Motion passed unanimously.

VI. Discussion and possible action to recommend to City Council the approval of a Beach and Dune Permit for 5216 Gulf Boulevard South Padre Island Texas.

Task Force Member Virginia Guillot made a motion to recommend to City Council the approval of a Beach and Dune Permit for 5216 Gulf Boulevard South Padre Island Texas, seconded by Thoren Thorbjørnsen. Motion passed unanimously.

VII. Discussion and possible action to recommend approval of proposed Ordinance to amend 13-24 Regulation of Shade Devices and Chairs on the Public Beach, Section E.

Task Force Member Thoren Thorbjørnsen made a motion to table the approval of proposed Ordinance to amend 13-24 Regulation of Shade Devices and Chairs on the Public Beach, Section E, seconded by Virginia Guillot. Motion passed unanimously.

VIII. Discussion and presentation of "SPI Beach Access" power point; an overview of the condition of the City's beach accesses (Hill).

Shoreline Management Director Brandon Hill gave a presentation, and answered questions regarding the status of the City's beach accesses. No action was taken.

IX. Presentation of "Policy Driven Erosion Management" power point; presented at the National American Shore & Beach Preservation Association (ASBPA) conference: "Beaches, Bays and Beyond" held in Fort Lauderdale, Florida, October 24-27, 2017 (Hill)

Shoreline Management Director Brandon Hill gave a presentation, and answered questions regarding the city's responses to coastal erosion. No action was taken.

X. Adjournment

There being no further business, Task Force Chairman Troy Giles adjourned the meeting at 4:42 p.m.

Jose Aguilar, Program Coordinator

Troy Giles, Chairman

CITY OF SOUTH PADRE ISLAND SHORELINE TASKFORCE MEETING AGENDA REQUEST FORM

MEETING DATE: 12/04/2017

NAME & TITLE: Brandon Hill, Shoreline Director

DEPARTMENT: Shoreline department

ITEM

Discussion and action to cancel Shoreline Taskforce meetings to be held on December 18, 2017 and January 1, 2018.

ITEM BACKGROUND

The Shoreline Department has taking into consideration the holiday season that is upcoming and believes that it prudent to cancel the next upcoming meetings scheduled for December 18, 2017 and January 1, 2018.

BUDGET/FINANCIAL SUMMARY

None

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: Approved by Legal: YES: _____ YES: _____

NO: ______ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

CITY OF SOUTH PADRE ISLAND SHORELINE TASKFORCE MEETING AGENDA REQUEST FORM

MEETING DATE: 12/04/2017

NAME & TITLE: Brandon Hill, Shoreline Director

DEPARTMENT: Shoreline department

ITEM

Discussion and possible action to recommend to Texas General Land Office a Beach and Dune Permit for 5908 Gulf Boulevard South Padre Island Texas. (Hill)

ITEM BACKGROUND

Proposed construction of a vinyl bulkhead with a 24x24 inch concrete cap to an elevation of 14.70 feet along the west side of the HBL and propased block retaining wall on the north and south boundaries to an elevation of 14.67 ft.

BUDGET/FINANCIAL SUMMARY

None

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

Cover page

City of South Padre Island Beach & Dune Application for

"Lot 3, Block 192,

Fiesta Isles Subdivision"

5908 Gulf Boulevard South Padre Island, Texas **Prepared for:** Jeffrey Erickson Construction 3520 Buddy Owens McAllen, Texas, 78504 Phone (956) 631-9789

By:

Mejia & Rose, Incorporated

 Engineering
 Surveying

 T.B.P.E. Reg. No. F-002670
 T.B.P.L.S. Reg. No. 10023900

 1643 West Price Road, P.O. Box 3761
 Brownsville, Texas 78523

 Phone: (956) 544-3022
 Fax (956) 544-3068

 Email: mandrinc@cngmail.com
 M&R Job No. 20067 (April 11, 2017)

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Town of South Padre Island

Beach & Dune Application

Site for Proposed Work

Legal Description: Lot 3, Block 192, Fiesta Isles Subdivision

Physical Address: 5908 Gulf Boulevard

Prop	erty Owner Information:	Applicant/Agent for Owner:
Name: <u>R. E. Ori</u>	on, LLC	Name: Mejia & Rose, Incorporated
Mailing Address:	P. O. Box 370296	Mailing Address: P.O. Box 3761
<u>City, State, Zip:</u>	El Paso, Texas 79937	City, State, Zip: Brownsville, Texas 78523
Phone Number:	<u>(915) 860-8592</u>	Phone Number: (956) 544-3022
Fax Number:	N/A	Fax Number: (956) 544-3068
E:mail Address:	gus@swflines.com	Email Address: mandrinc@cngmail.com
		Applicant Signature:
		Date of Signature:

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-->_____)

Owner(s) Signature(s):

Date of Signature:

Project Description:

Describe with as much 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.

Proposed construction of vinyl bulkhead with a 24" x 24" concrete cap to an elevation of 14.70 feet along west side of Historic building line and proposed block retaining walls on the north and south boundaries built to elevation 14.67 feet. The 75' x 85' area west of H.B.L. will have all native or dune grass removed, cared for and a portion replanted out to 20 ft. past the existing vegetation line of lot 3, and a portion will be relocated to two off-site compensation areas as shown on map enclosed. A proposed 2-story block house to be built on this lot. Cut a 15.8 foot sand dune on the buildable portion of lot 3, block 192, to elevation 12.0 feet west of proposed bulkhead and use the material cut, to fill and level the building site within lot 3 to an elevation of 12.0 feet above sea level out to the front 10 ft. building line and sloping down to elevation 11.0 at the front of the lot. There will be a stair at the northeast side of the bulkhead as well as a 3' path through the vegetation to access the beach.

Total Square footage of footprint of habitable structure: 2,737 sq. ft.

Total Area of impervious surface (i.e. retaining walls, walkways, drives, patios, etc.): 5,124 sq. ft.

Percentage of impervious surface [(impervious surface / habitable footprint)* 100]: <u>1.6 percent</u>

Please Note: the percentage of impervious surface cannot exceed 5% in an eroding area.

Approximate Duration of Construction:

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 Town 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 Town 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 N/A

submitted:

Date of submission:

Drainage:

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

a) <u>no change in the</u>
 b) 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 info: The proposed construction west of the H.B.L. will drain to the sides of the lot and then to the front of the lot and out into Gulf Boulevard right-of-way, the area east of the H.B.L. will be unchanged so it will drain as it did before construction.

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?

 a) no damage to dune
 b) the proposed construction will

 vegetation
 impact

 whatsoever.
 % of the dune

 vegetation
 % of the dune

 vegetation on site.
 (explanation of 100% of the dune vegetation plan will be required)

 c) the submission of a mitigation plan will be required)

Explanation/other info: For the 75.0' x 85.0' buildable area of lot 3, block 192, west of H.B.L. See Mitigation plan

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

a) no change to dune	b) the proposed construction will	c) the proposed construction will require the removal and
size/shape	change% of the	relocation of 0% of the dunes on site. (the submission of a
whatsoever.	size/shape of dunes on site. (details	mitigation plan will be required)
	will be required)	

Explanation/other info: Only the dune on the building site portion of lot 3 (west of H.B.L.) will be disturbed and leveled. The size and shape of the dune east of H.B.L. will not be altered.

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

a) no change to dune hydrology whatsoever.

b) the proposed construction will impact dune hydrology on site. (details will be required)

Explanation/details_____

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

This project will affect the dune vegetation lying east of the proposed bulkhead only where the 3' path to the beach is located.

5) Describe alternatives to the proposed construction or method of construction which will cause fewer or no adverse impairment to beach access. No part of the project will affect the beach access or use once <u>completed</u>.

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.

See attached Mitigation plan.

Financial Plan for Dune Mitigation: N/A

If required by the Board of Aldermen, 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: (see topographical survey map)

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 adjoing 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 adjoing 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 preexisting human modifications on the tract.

9) Topographical survey of the site identifying all elevations, existing contours of the project area (including dunes and sqales), 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.
- 4) Copy of the Flood Rate Map showing the location of the subject property.

5) Copy of the Historical Erosion Rate Map as determined by the Univ. of Texas @ Austin, Bureau of Economic Geology.

6) \$300 application fee.

YOUR APPLICATION IS NOT COMPLETE UNLESS ALL INFORMATION REQUESTED ABOVE IS SUBMITTED. FOR APPLICATIONS WHICH REQUIRE BEACH AND DUNE TASK FORCE REVIEW, 21 COPIES WILL BE REQUIRED

All other application submissions require only three (3) copies of the complete information.

Site Photographs of existing conditions



View of Lot 3 facing north showing proposed bulkhead connecting from the existing Lot 2 bulkhead and the bulkhead projection along the Historical Building line.



View from the southeast corner of Lot 4 facing south along the H.B.L.

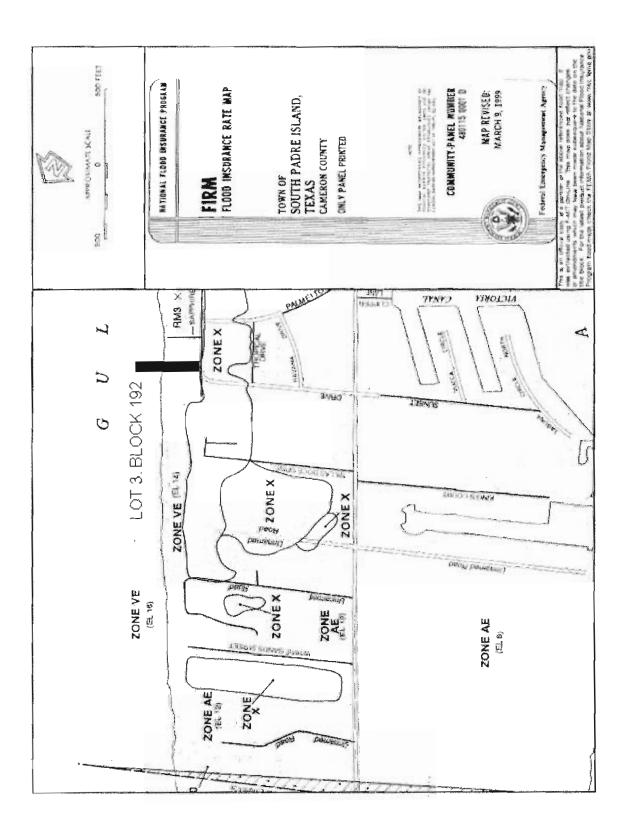


View from southeast corner of Lot 4 facing south along Historic building line.



View of Lot 3 facing west from beach

F.E.M.A Flood Map



Topographical survey

See Exhibit "A"

Proposed improvements

See Exhibit "B"

Proposed Grading Plan

See Exhibits "C1" and "C2"

Proposed Bulkhead Plan

See Exhibits "D", "E" & "F"

Proposed Off-Site Vegetation Compensation

See Exhibit "G"

"Lot 3, Block 192, Fiesta Isles Subdivision"

Mitigation plan

The building site is west of the Historical Building line (H.B.L.) and is approximately 6,375 square feet. This site ranges from elevation of 10.0 feet above sea level to an elevation of 15.8 feet above sea level. The area west of the H.B.L. that will be cut above elevation 12.0 ft. is 124 cubic yards. This material will be used to fill and level the building area west of the H.B.L. to the same elevation of 12.0 feet using 118 cubic yards, to the 10 ft. front building line where it will taper down to 11.0 feet using 6 cubic yards at the front property line/ road right-of-way for Gulf Boulevard which matches the amount of materials cut in this lot. The area east of the H.B.L. will have a stair from the bulkhead onto the dune area and a 3 ft. wide path to the beach, these will displace 271 sq. ft. of vegetation which added to the 6,375 sq. ft. from west of H.B.L. will make a total of 6,646 sq. ft. of vegetation to be mitigated. We will not be changing the grade of the sand on the dune area east of H.B.L.. We will replant 1,500 sq. ft. of vegetation onto the beach area of lot 3, block 192, (See exhibit "B") and we will replant 2,861 sq. ft. of vegetation onto the beach area of East Tract 16, Padre Beach Estates (future Marriot location) and we will replant 2,613 sq. ft. of vegetation onto the beach area of 2.60 acres out of 3.654 acres. East Tract 20, Padre Beach Estates (current location of the "La Quinta Inn") (See exhibit "G"). We will use the services of Mr. Joe Vela for the Compensation of vegetation onto these sites and the care of said vegetation. All vegetation being replanted will be done within the required 20 feet east of the existing vegetation line at each site. We have included a letter of vegetation protocol for mitigation in Texas that Mr. Vela will use as a guide for the removal, care and planting of relocated vegetation on this project.

Mejia & Rose, Incorporated

Engineering

Surveying

September 19, 2017

Mr. Bharat Patel 7010 Padre Boulevard South Padre Island, Texas 78597

Re: Lot 3, Block 192, Fiesta Isles Subdivision, South Padre Island, Tx. Client: Mr. Gustavo Jimenez

Mr. Bharat Patel,

Per the Shoreline Management Director, Mr. Brandon N. Hill, I was told you would be willing to accept vegetation to be planted along the beachfront portion of your properties. I would like to ask for your permission to plant vegetation 20 feet out from the present vegetation line as permitted by the GLO, on the beach in front of the Marriot site (East Tract 16, Padre Beach Estates), La Quinta (Tract 20, Padre Beach Estates), and The Hilton Gardens Inn (6.50 acres out of 225.818 acres). This is beneficial to the beach and existing vegetation as it adds protection from wind and water crosion. If you have no objections please sign below;

free 9-22-17 Yes I will accept additional vegetation on these sites. date

Mr. Bharat Patel

Please call or email me if you have any questions or comments.

Thank you, uce (Legitinto)

Steve Trowbridge Surveying Draftsman Mejia and Rose Inc. 956-544-3022 ph. mailto:stroybridge(avengmail.com

October 31, 2017

Shoreline Management Director,

LIST OF LOCATIONS FOR OFFSITE COMPENSATION OF VEGETATION AND AMOUNT OF VEGETATION EACH SITE WILL ACCEPT.

1) R.E. ORION, LLC MR. GUSTAVO JIMENEZ P.O. BOX 370296 EL PASO, TX. 79937-0296 LOT 3, BLOCK 192, FIESTA ISLES S.P.I., Tx. (GULF BLVD.) (1,500 SQ. FT. VEGETATION)

2) MODERN RESORT LODGING, LLC MR. BHARAT PATEL 7010 PADRE BLVD. S.P.I., TX. 78597 EAST TRACT 16, PADRE BEACH S.P.I., Tx. (MARRIOT LOCATION) (2,861 SQ. FT. VEGETATION)

3) SPI OLEANDER LTD MR. BHARAT PATEL P.O. BOX 2249 S.P.I., Tx, 78597 2.60 ACRE OUT OF 3.654 ACRES EAST TRACT 20, PADRE BEACH, PADRE BEACH ESTATES SUBDIVISION (LA QUINTA INN) (2,613 SQ. FT. VEGETATION)

SOURCE OF VEGETATION:

Lot 3, Block 192, Fiesta Isles Subdivision, City of South Padre Island, Texas. Contractor: Jeffrey Erickson Construction

> 3520 Buddy Owens McAllen, Tx. 78504 (956) 631-9789

75'X85' AREA WEST OF BULKHEAD LINE=6,375 SQ.FT. 271 SQ. FT. FOR STAIR AND 3' PATH TO BEACH 6,646 SQ. FT. TOTAL VEGETATION TO RELOCATE

Our Client: Mr. Gustavo Jimenez If you have any questions or comments please contact us at:

Steve Trowbridge Survey Technician Mejia and Rose, Inc. 1643 W. Price Road Brownsville, Texas, 78523 (956) 544-3022 ph. (956) 544-3068 fax mailto:strowbridge@cngmail.com Job # 20067

Vegetation Protocol for Texas Mitigation

Outlined below is the proposal for plant relocation and management for Texas mitigation.

1. Site investigation

The entire area of disturbance will be investigated for frontal dune vegetation for relocation.

Frontal dune species and densities will be sampled across the front of the existing frontal dune. A total of five random one-meter square areas will be sampled on the current frontal dune transecting the dune parallel to the ocean.

Non- frontal dune areas to be disturbed will be sampled along a center line perpendicular to the ocean with a total of five random one meter square areas to determine species and densities consistent with frontal dune sampling and capable of relocation.

The two data sets will be combined to extrapolate the number and species of plants to be relocated.

2. Relocation

All plants located within the frontal dune area will be moved from the area of disturbance to the mitigation area. Species capable of direct relocation will be moved directly to the mitigation area. Species not capable of direct relocation will be taken to an off-site propagation facility for propagation to return to the site upon completion of the new frontal dune.

Upon completion of the new frontal dune, all plants suitable for relocation will be moved from the building, pool, and deck area to be disturbed to the new frontal dune area or to a propagation facility until propagated, fully rooted, and then returned to the new frontal dune area.

3. New Frontal Dune and Mitigation area Planting

The plant density and species diversity will be based on the data obtained during the site investigation and on the contractors experience with vegetation management on a frontal dune system.

All plants relocated will be managed for survival during the relocation process and introduction into the mitigation area. Contractor will assure that everything necessary will be done to achieve the highest possible survival rates of all relocated materials. All plants destined for a propagation facility will be documented upon collection and upon propagation (initial and usable). These plants will be returned upon completion of the new frontal dune or as soon as fully rooted.

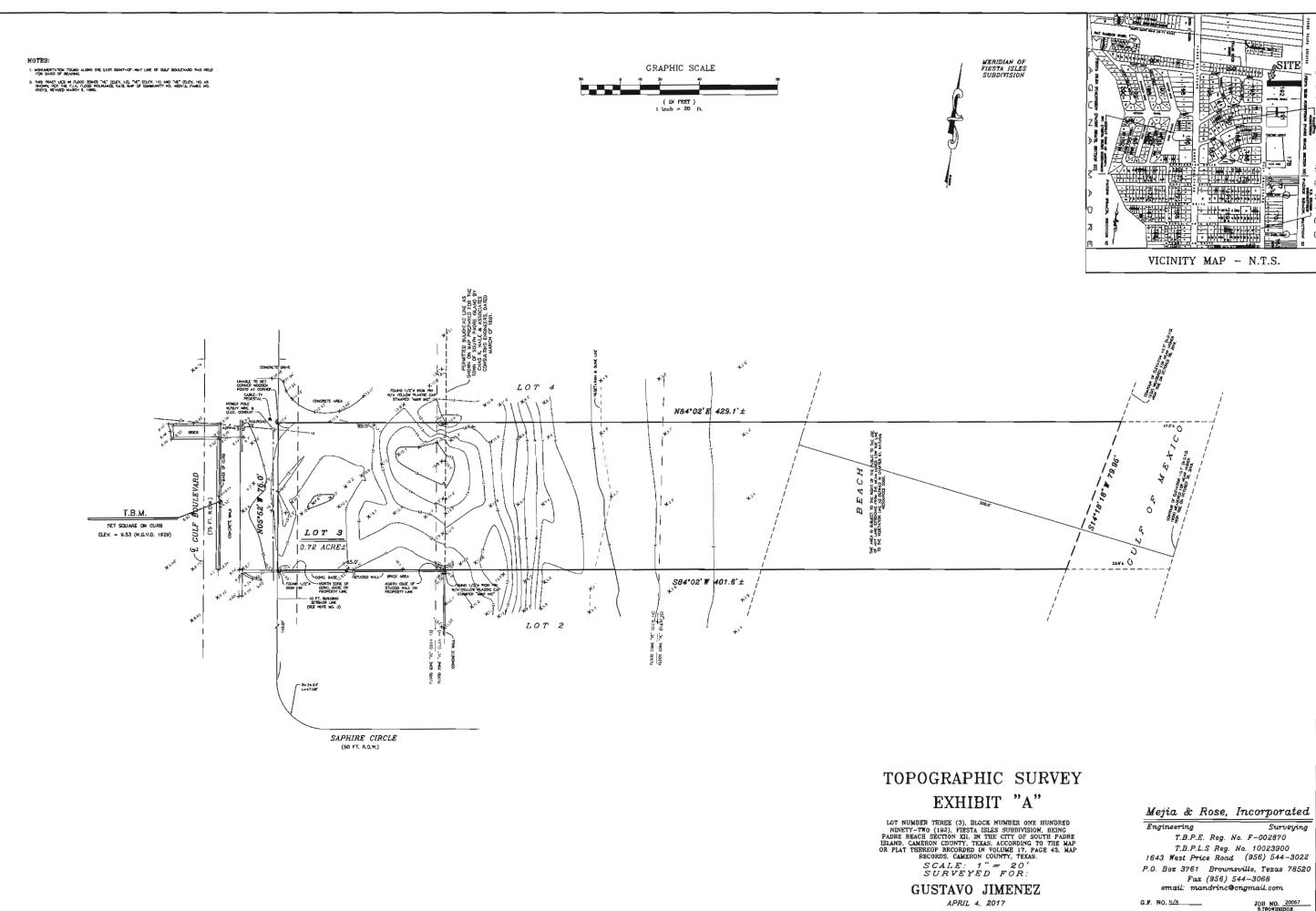
Based upon data collected during the site investigation, if relocated material is not sufficient to fill the area of the new frontal dune or mitigation area, additional plants will be propagated from donor locations located on South Padre Island. This same source will be used in the case of reduced survivability.

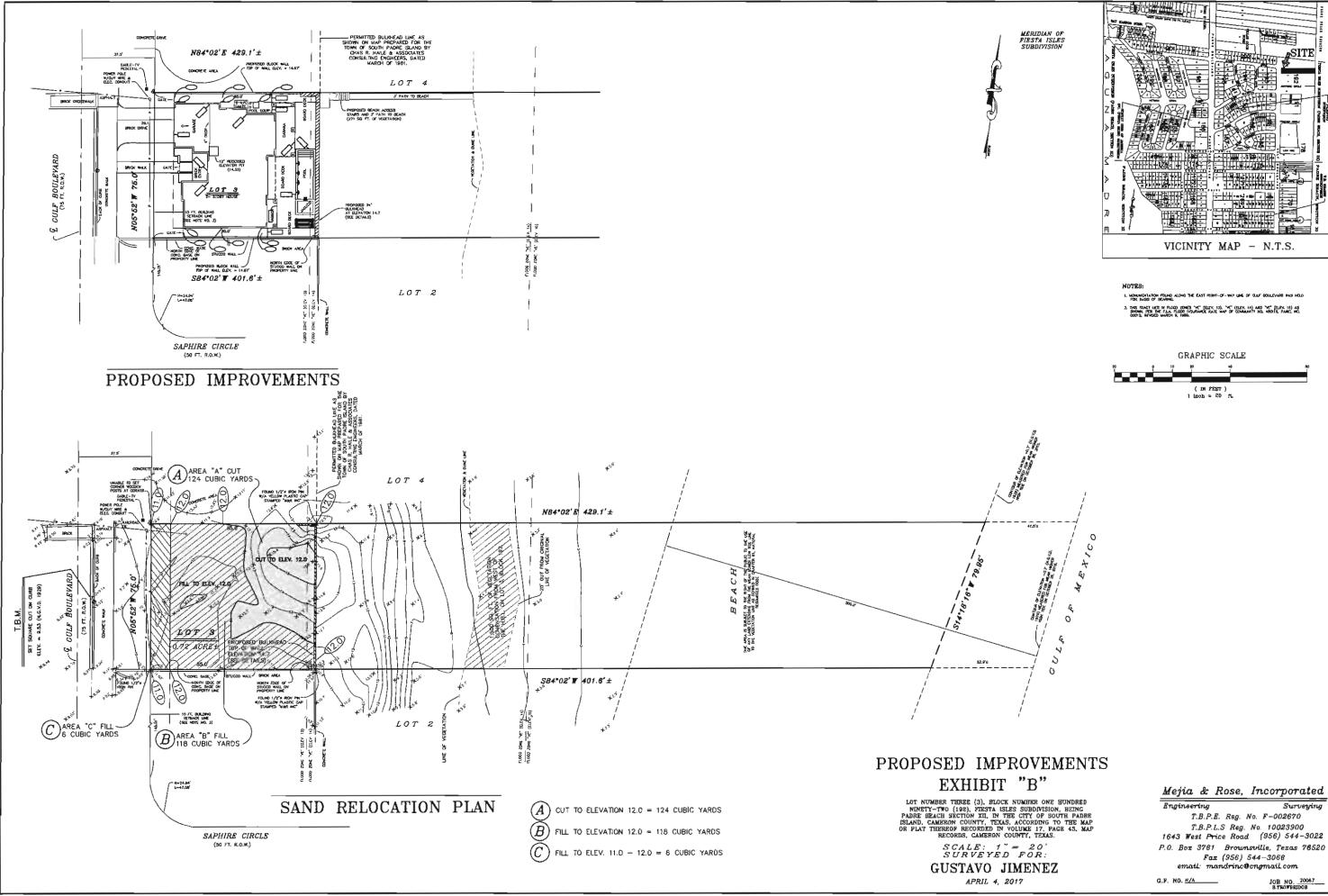
4. Management, Maintenance and Reporting

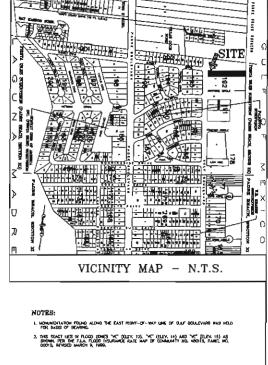
The contractor will assure proper management and maintenance to assure survivability, growth and proper health of all plants during relocation or propagated planting, and for a period of one year from the time of completion of the planting phase of construction of the Marriott.

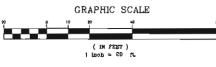
This will include but not limited to the installation and maintenance of a temporary irrigation system, fertilization and replanting of all plant losses to bring the final plant count to meet GLO standards and regulations.

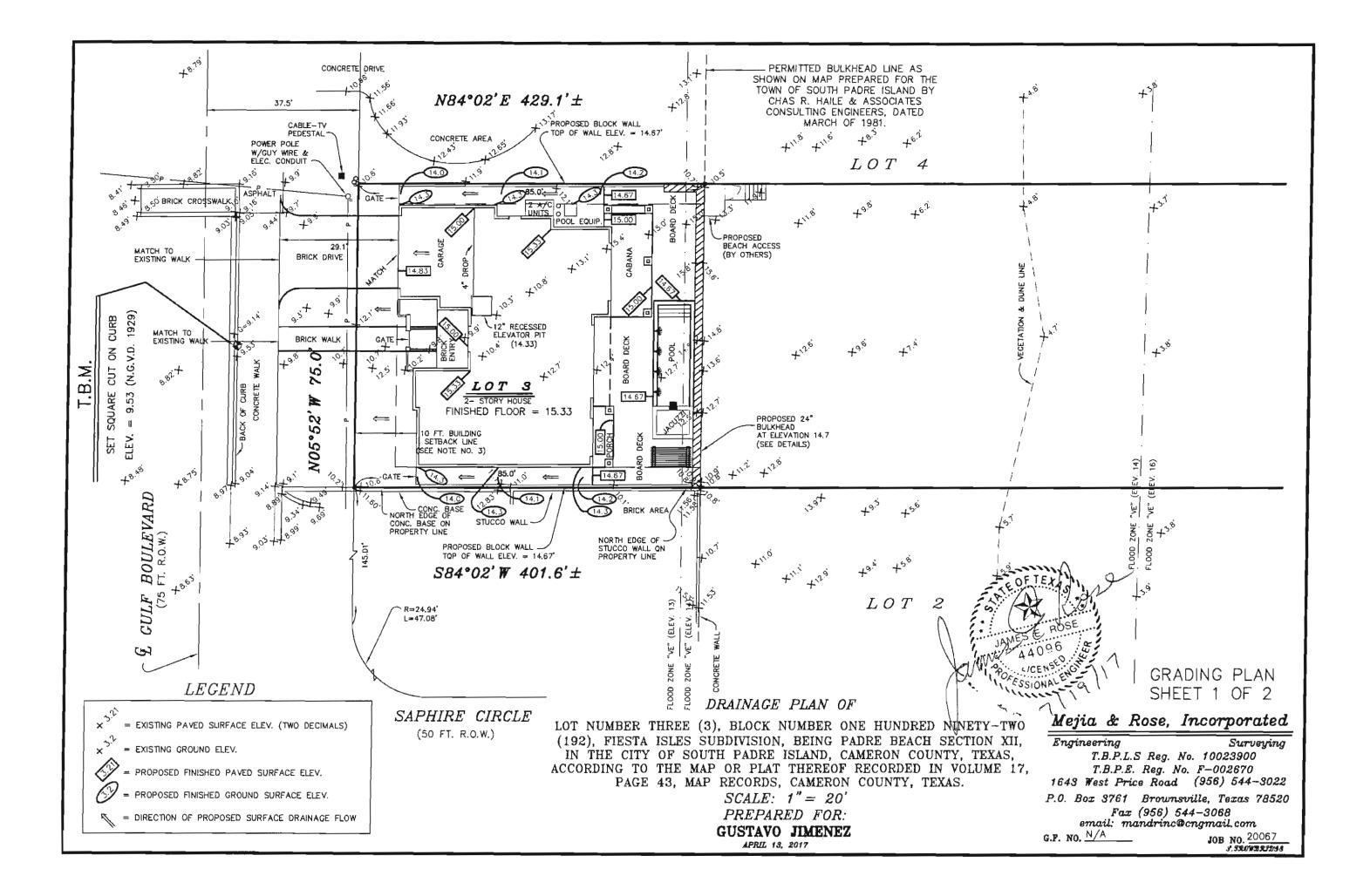
The contract will provide reports at all required intervals including a post planting six month and one-year report documenting survivability and any remedies required and implemented.







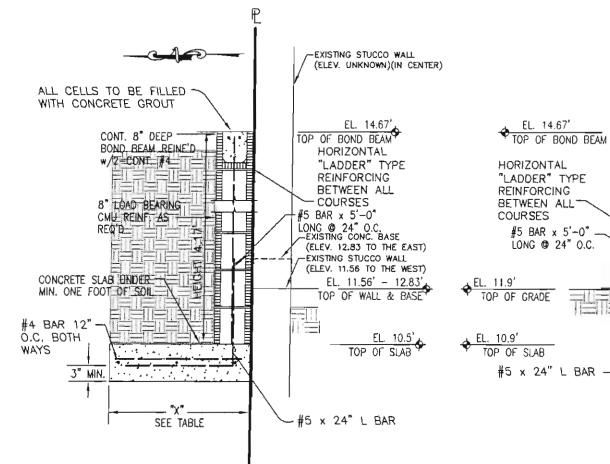




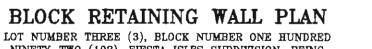
CONCRETE MASONRY

- ALL LOAD BEARING CONCRETE MASONRY SHALL BE IN ACCORDANCE WITH ALL THE REQUIREMENTS OF THE LOCAL BUILDING CODES AND THE NATIONAL CONCRETE MASONRY ASSOCIATION.
- HOLLOW LOAD BEARING CONCRETE WASONRY UNITS SHALL BE DOMESTIC LIGHTWEIGHT GRADE N UNITS, CONFORMING TO ASTM C~90-75.
- 3. Masonry units shall have a minimum compressive strength of 2500 psi when tested in accordance with astm C=140, "methods of sampling and testing concrete masonry units" (1"m = 1500 psi).
- 4. MORTAR FOR MASONRY SHALL BE IN ACCORDANCE WITH ASTM-270 TYPE "S" (1800 PSI COMPRESIVE STRENGTH AT 28 DAYS).
- GROUT FOR ALL REINFORCED HOLLOW MASONRY UNIT WALLS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI (6 SACK MIX) WITH A MAXIMUM 3/8" AGGREGATE.
- 6. REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60.
- 7. UNLESS OTHERWISE NOTED, ALL MASONRY WALLS SHALL BE REINFORCED WITH 9 CA., MILL GALYANIZED, HORIZONTAL, WIRE REINFORCEMENT (LADDER TYPE) EMBEDDED IN WORTAR JOINTS AT B'O.C., NOMINAL, WIDTH OF JOINT REINFORCING SHALL EQUAL WALL THICKNESS, WIRE REINFORCHENT SHALL CONFORM TO ASTIM DESIGNATION A-82, AND SHALL BE LAPPED AT LEAST 6[®] WITH AT LEAST ON CROSS WIRE WITHIN THE LAP. JOINT REINFORCING SHALL BE INSTALLED IN THE FIRST AND SECOND MORTAR BED JOINT REINFORCING SHALL BE INSTALLED IN THE FIRST AND SECOND MORTAR BED JOINT REINFORCING SHALL BE INSTALLED IN THE FIRST AND SECOND MORTAR BED
- 8. UNLESS NOTED OTHERWISE ON PLANS, ONE GROUTED ≸5 BAR SHALL BE PROVIDED AROUND THE PERIMETER OF ALL WALL OPENINGS.
- BOND BEAMS SHALL BE REINFORCED WITH ONE CONTINUOUS JS BAR, REINFORCING SHALL BE CONTINUOUS AT ALL CORNERS AND INTERSECTING WALLS.
- 10. CONTROL JOINTS SHALL BE CONSTRUCTED WITH SLOTTED WASONRY UNITS AND FACTORY WOLDED JOINT FILLER. JOINT'S SHALL BE CAULKED WITH AN APPROVED WATERIAL
- 11. CONTROL JOINTS SHALL NOT EXTEND THROUGH BOND BEAMS UNLESS INDICATED ON PLANS.
- 12. ALL PERIMETER EXTERIOR CMU WALLS SHALL, BE REINFORCED WITH VERT. 15'9 GROUTED SOLD AT THE SPACING INDICATED ON DETAILS 6/S1 AND 7/S1 AND HORIZONTAL BOND BEAMS REINFORCED w/1-CONT. 15. BOND BEAMS SHALL BE LOCATED VERTICALLY AT 8'-O" 0,c. AND AT TOP OF WALL.

84"	47"
78"	43"
72"	40"
66"	37"
60"	33"
54"	30"
48"	26"
42"	23"
36"	20"
30"	16"
24"	14"
18"	10"
12"	8"





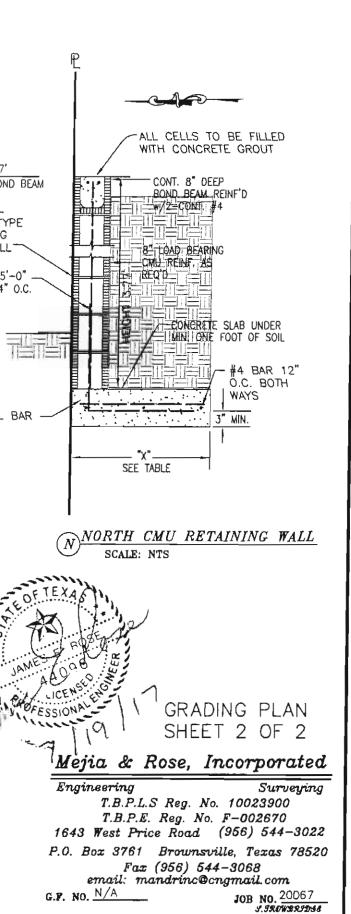


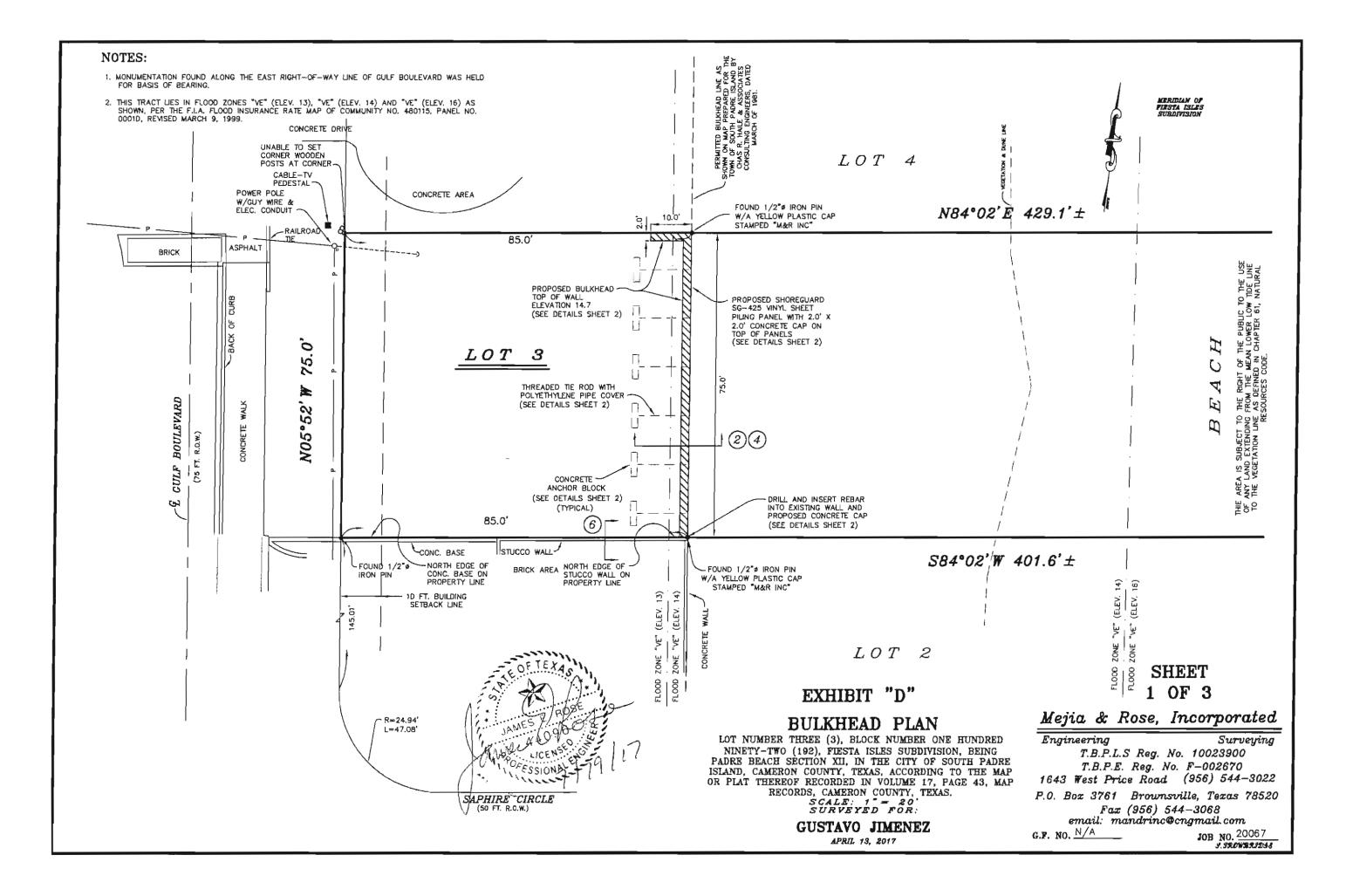
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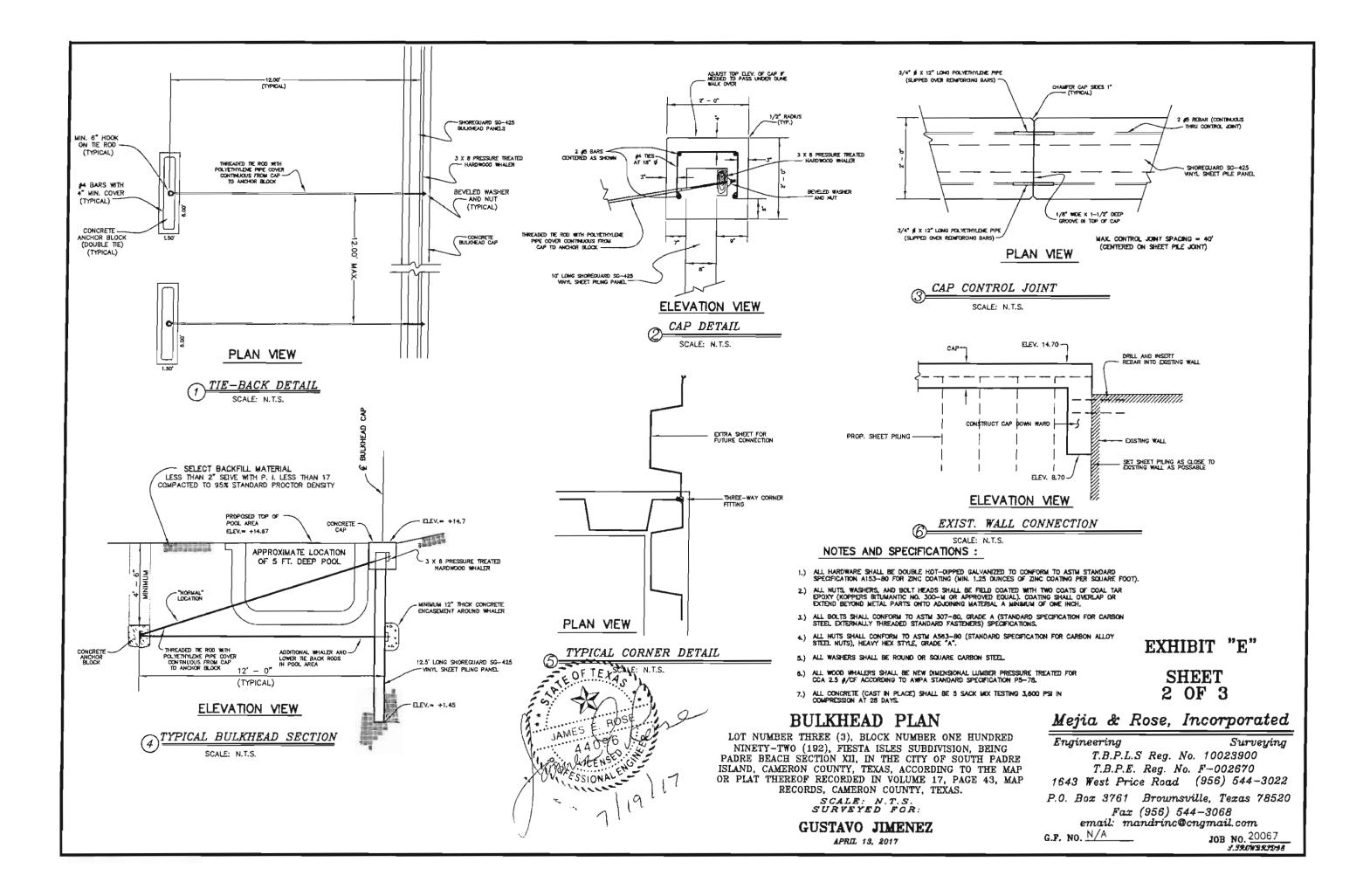
NINETY-TWO (192), FIESTA ISLES SUBDIVISION, BEING PADRE BEACH SECTION XII, IN THE CITY OF SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 17, PAGE 43, MAP RECORDS, CAMERON COUNTY, TEXAS. SCALE: 1" = 20' SURVEYED FOR:

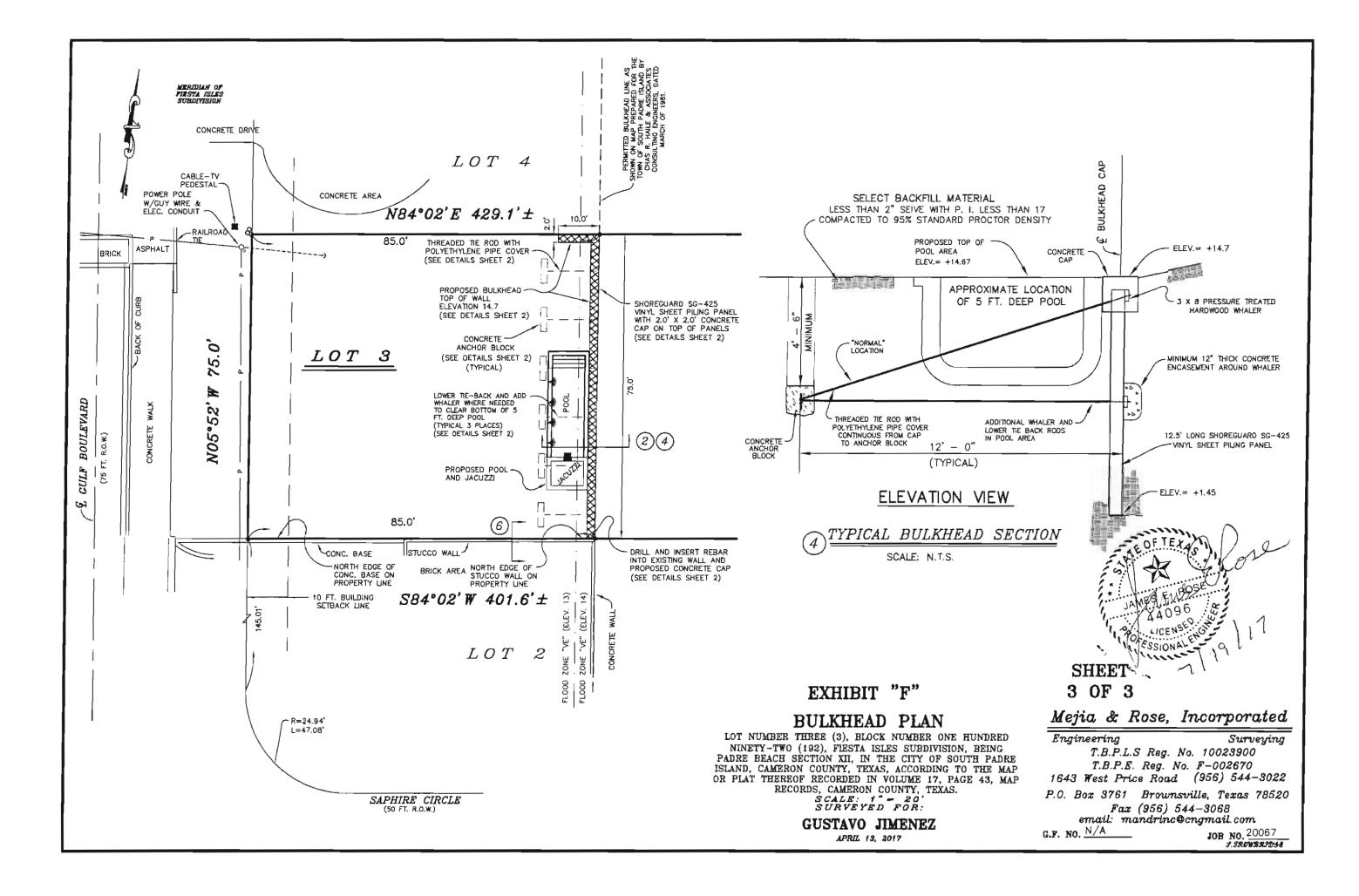
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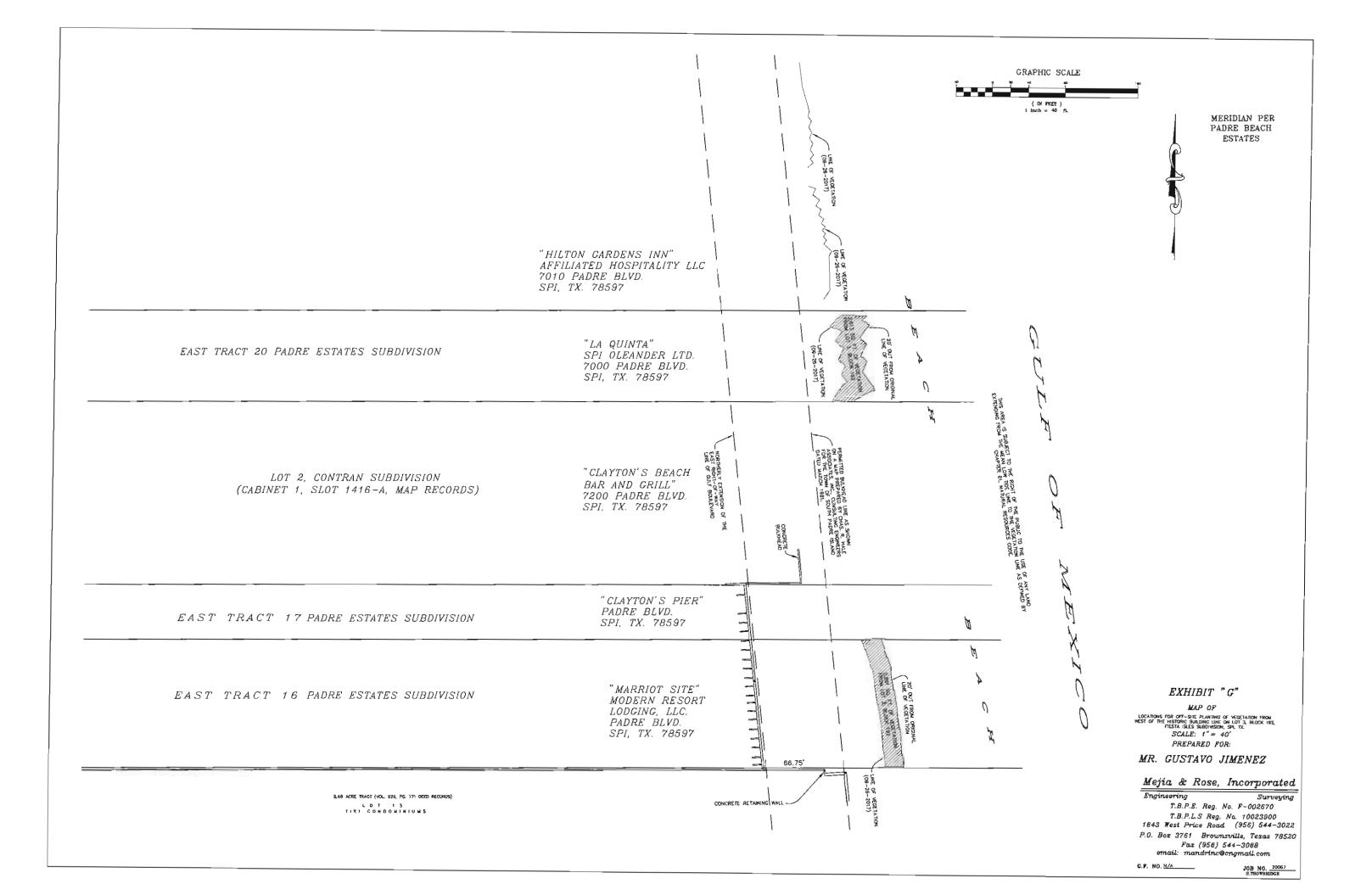
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CITY OF SOUTH PADRE ISLAND SHORELINE TASKFORCE MEETING AGENDA REQUEST FORM

MEETING DATE: 12/04/2017

NAME & TITLE: Brandon Hill, Shoreline Director

DEPARTMENT: Shoreline department

ITEM

Discussion and possible action regarding HDR's South Padre Island Resilient Public Access and Education, Conservation, and Tourism Master Plan.

ITEM BACKGROUND

HDR is on contract to administer the City's GOMA Grant. It involves public outreach, local research and extensive review of existing city documents in order to create a master plan that encompasses the City's shoreline goals. HDR will review existing plans and formulate new suggestions to provide guidance and goals for our future.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: Approved by Legal: YES: _____ YES: _____

NO: X	NO:	Х
	NO:	X

Comments:

RECOMMENDATIONS/COMMENTS

MCN10060129

FJS

August 23, 2017

Mr. Brandon Hill Shoreline Management Director City of South Padre Island 4601 Padre Blvd South Padre Island, Texas 78597

RE: PLANNING SERVICES FOR SOUTH PADRE ISLAND RESILIENT PUBLIC ACCESS AND EDUCATION, CONSERVATION, AND TOURISM MASTER PLAN, SOUTH PADRE ISLAND, TEXAS

Mr. Hill:

Working closely with the City of South Padre Island (City), HDR will prepare the South Padre Island Resilient Public Access and Education, Conservation, and Tourism Master Plan (Master Plan) to prioritize projects that support tourism, education, conservation, and beach and bay access enhancement strategies. Prioritization will be a collaborative process based upon the City's coastal environmental planning goals, the Texas Coastal Resilience Master Plan, existing plans and studies, and public input. Capital improvement projects tend to be multi-faceted and multi-phased, where interim steps or smaller subprojects are required to achieve the larger goal. For example, construction of a new park may require zoning changes, land acquisition, modifications to transportation and utility networks, and possible construction phasing in order to implement the entire project over multiple years as funding becomes available. The Master Plan will consider each currently proposed project together as a whole and identify the milestones needed to support implementation, as well as smaller interim projects or phases that could be independently executed as funding is available to support progress toward the larger vision.

The comprehensive Master Plan will integrate the visions and goals identified in the existing plans and reports, the Hazard Mitigation Action Plan, and new projects or programs that are identified during this effort. The focus is to create a single Master Plan that combines hazard reduction and economic resiliency, as well as clearly articulating priorities, outlining implementation phasing, and developing funding strategies for priority projects and programs. The proposed process for developing the Master Plan is laid out

hdrinc.com

555 N. Carancahua, Suite 1600, Corpus Christi, TX 78401-0849 (361) 696-3300 below and provides a roadmap to achieving City Council Approval and Adoption by the end of March 2018.



Task 1. Project Initiation

HDR will conduct a conference call with City staff to kick-off the project and initiate a discussion regarding available resources and datasets to support the analytical work defined under Task 2 below. During the meeting, HDR will review the project scope and define the deliverables, schedule, and public outreach strategy.

Because of the eight month schedule it will be important for the City and HDR to work together during Task 1 to develop a draft evaluation and prioritization methodology, as well as any weighting of criteria that may be relevant. While the evaluation and prioritization system may need to adjust as the project evolves, it will be important to view projects, policies, programs, regulations and initiatives through this lens early on in the Master Planning process. This methodology should be transparent, clearly documented, and easy to replicate so that as new projects or programs are identified in the future, the City can easily update the Master Plan.

Deliverables:

Draft Evaluation and Prioritization Methodology Matrix

Assumptions:

• One conference call with up to three HDR staff

Task 2. Evaluation of Policies, Programs, Regulations, and Initiatives

HDR will complete an evaluation of current policies, programs, regulations, and initiatives related to the City's efforts to mitigate storm and sea-level rise hazards and strengthen the seasonal beach-tourism economy. Although subject to change based on direction by the City, we anticipate organizing this effort around the following broad categories:

- Tourism
 - o Nature and Water-based Recreation
 - Heritage and Nature Tourism
 - Connectivity (Automobile, pedestrian, bicycle, and/or water)
- Education
- Conservation
 - o Beach Dune Preservation and Beach Management
 - o Bay and Beach Resource Conservation
- Bay and Beach Access Enhancement Strategies
 - o Bay and Beach Access and Parking
- Hazard Mitigation and Resiliency Planning

In completing this task, HDR will review relevant documents, plans, reports, and regulations provided by City staff, the GLO, and others addressing conditions on South Padre Island. The HDR team will identify new projects, as well opportunities and constraints of existing projects. Upon completion of document review, HDR in partnership with the City, will confirm the projects that should be further explored and included in the Master Plan.

Using the evaluation and prioritization system developed in Task 1, HDR will complete a preliminary assessment of projects, programs, and policies to be included in the Master Plan. Concurrently, The City will complete the same evaluation and prioritization, so that the results can be compared and contrasted and the evaluation system modified as needed to be clear to the user and result in reproducible results.

The results of this analysis will be presented to the City for discussion, evaluation and modification.

Deliverables:

Draft Evaluation and Prioritization Matrix

555 N. Carancahua, Suite 1600, Corpus Christl, TX 78401-0849 (361) 696-3300

Assumptions:

- Document review limited to Capital Improvement Plan (CIP) 2017 2021, Coastal Resilience Index Results, Laguna Madre Ecotourism Network Project Restore Application, Laguna Madre Island Gateway Restore Application, Laguna Madre Boat Ramp Restore Application, Beach Access Plan, Erosion Response Plan, Beach User Fee Plan, Hazard Mitigation Action Plan, and Chapter 22 Code of Ordinances.
- Resources will be provided by SPI or from a free publically available source including the City's Digital Parking Tool, new and existing Real Time Kinetic (RTK) topographic surveys, HDR topographic and bathymetric surveys, University of Texas at Rio Grande Valley (UTRGV) work products, library of prior research and past strategies used for previous grant applications, and GIS land use, zoning, and census data sets.
- Up to 15 projects, programs, and/or policies will be evaluated and prioritized in the Matrix.

Task 3. Vision, Goals, and New Ideas

HDR staff will conduct a tour of the City with the intention of becoming more familiar with key resources and destinations, beach and bay access improvements and management initiatives, and to further explore the feasibility of new ideas and existing projects. HDR will meet with key City staff and community members, as identified by the City, such as Sea Turtle Inc., to discuss agenda items identified by the team, such as visions, goals, public outreach strategies, primary hazards and resiliency shortfalls, and proposed projects. Following these meetings HDR will reconvene with City staff for a workshop that will summarize the outcomes of the meetings and key takeaways, finalize the vision and goals for the Master Plan, set key milestone and meeting dates, and confirm the goals and priorities of the public workshop.

HDR staff will lead a public workshop with City staff to help bring community members and key stakeholders together to discuss the vision and goals of the Master Plan and facilitate brainstorming and prioritization around the following:

- Vision and goals of the Master Plan effort
- Proposed projects, potential project phasing, and key milestones
- New ideas
- Funding sources

555 N. Carancahua, Suite 1600, Corpus Christi, TX 78401-0849 (361) 696-3300 The goal of the public workshop is to provide a forum for community members to engage with the team and provide feedback on the work to date so that the final Master Plan is in line with both the community's and the City's goals. Typically, in a public workshop, it is best to make a presentation to the entire group, divide into breakout sessions based on specific topics or projects, and reconvene as a group to summarize findings and discuss next steps. HDR anticipates that the workshop will follow this loose format, utilizing City staff in conjunction with HDR staff to lead the workshop and direct breakout sessions. Following the conclusion of the presentation, HDR and the City will conduct a wrap-up session to discuss any key points or takeaways that will need to be reflected in the Master Plan.

Deliverables:

- Workshop Presentation
- Final Evaluation and Prioritization Matrix

Assumptions:

- Facility and refreshments will be provided by SPI.
- The duration of the public workshop will not exceed four hours, with two HDR staff.



Building off of the previous tasks, HDR will synthesize the findings to develop a draft Master Plan. The Plan may include:

- Problem identification statement;
- Vision and goal statements;
- Listing of policies, programs, regulations, and initiatives, with narrative descriptions of each;
- Evaluation and prioritization methodology; and
- Potential funding sources.

Deliverables:

Draft Master Plan (approximately 40-page report)

Assumptions:

 Upon review by the City, HDR will receive one round of consolidated comments for revision

555 N. Carancahua, Suite 1600, Corpus Christi, TX 78401-0849 (361) 696-3300

Task 5. Master Plan Finalization

Upon review by City staff of the Draft Master Plan and incorporation of all comments, HDR will finalize the Master Plan for public review. The City can present the plan at a public meeting or post the Draft Master Plan on their website and solicit comments. This will allow the community the opportunity to review the Master Plan and provide any final comments. Comments received will be responded to and included as an Appendix within the Master Plan.

Deliverables:

• Final Master Plan, with public comments added as an Appendix

Assumptions:

• Hazard, Sea-level Rise, Economic and/or Real Estate analysis is not included

Task 6. City Council Presentation

HDR will develop a PowerPoint presentation for City review, comments will be incorporated in one round of revisions, and the presentation will be finalized. HDR will present the Final Master Plan to the City Council.

Deliverables:

City Council Presentation (PowerPoint)

Assumptions:

- Presentation not to exceed four hours, with two HDR staff on-site leading the presentation.
- Stenographer, if needed, will be provided by the City.

FEE

HDR proposes to provide these services on a lump sum basis for a total amount of **Sixty Nine Thousand Seven Hundred and Eighty Two Dollars (\$69,782)**. A summary of the estimated amount for each major task is listed below. All services will be provided in accordance with the attached Terms and Conditions. Any additional assignments authorized by the City will be billed on an agreed to fixed fee. This Proposal is valid for 30 days.

Task	Amount per Task	
Task 1 - Project Initiation	\$ 4,135	
Task 2 - Evaluation of Policies, Programs, Regulations, and Initiatives	\$ 8,799	
Task 3 - Vision, Goals, and New Ideas	\$ 23,160	
Task 4 - Draft Master Plan	\$ 15,613	
Task 5 - Master Plan Finalization	\$ 11,743	
Task 6 - City Council Presentation	\$ 6,332	
Total Proposed Budget:	\$ 69,782	

If you are in agreement with the above, please sign this letter proposal which will serve as a Work Order and return one signed copy to us.

Thank you for considering HDR for this exciting project. Should you have any questions, please do not hesitate to contact us to discuss this proposal in more detail.

Sincerely, HDR ENGINEERING, INC.

M. Cameron Perry, P.E. Coastal Project Manager

well

Arthur B. Colwell, P.E. Managing Principal/Vice President

AGREED TO AND ACCEPTED:
CITY OF SOUTH PADRE ISLAND

Printed Name: _____

Title:

Signature:

Date:_____

Attachments:

Contract Terms and Conditions

555 N. Carancahua, Suite 1600, Corpus Christi, TX 78401-0849 (361) 696-3300

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute: Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability,

and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of (9/2016)

expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable

laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response. Compensation. and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND **REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING** ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

CITY OF SOUTH PADRE ISLAND SHORELINE TASKFORCE MEETING AGENDA REQUEST FORM

MEETING DATE: 12/04/2017

NAME & TITLE: Brandon Hill, Shoreline Director

DEPARTMENT: Shoreline department

ITEM

Discussion and presentation of *Dune Volunteer Planting Program* power point. A history of dune planting efforts by volunteers on South Padre Island.

ITEM BACKGROUND

Shoreline Department Director Brandon Hill will give an overview of the Dune Volunteer Planting program. This PowerPoint was presented to the American Shore and Beach Preservation Association in 2016 and has been provided to you exactly as it was shown. City staff intends to briefly overview the more superfluous slides and focus on the data.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: Approved by Legal: YES: _____ YES: _____

NO: <u>X</u> NO: <u>X</u>

Comments:

RECOMMENDATIONS/COMMENTS

Dune Conservation on a Developed Coastline



Shoreline Management Director Brandon N. Hill

















Robust sandbars Natural Aerial Beach

ller

Growing Vegetated Dunes











Dune Volunteer Program



14 planting events between 11/22/2014 - 5/12/2016

Acres Planted: 1.89

Over 152,000 Plants

- Vegetation Type: Bitter Panicum and Sea Oats
- Almost 900 Total Volunteers engaged
- More than 2,100 Total Hours

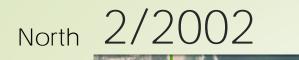
January 16, 2016 September 14, 2016





February 13, 2016 September 14, 2016









1/2016



Middle 2/2002





1/2016



South 2/2002





1/2016



What did it take?

CMP Funding and buy in for local match

Half dozen planting events a year

Planting scheme that maximizes success

For South Padre Island USACE has indicated 1-2 culm per ft²

Support from local stake holders

- Residents
- City Council
- Elected Officials

What does the future hold?



Dune Scheme Experimentation



Continued Dune Volunteer Program



Continued Beneficial Use of Dredge Material



City of South Padre Island 2016 Beach Nourishment

The City of South Padre Islands' beach nourishment is scheduled to begin October 14th. The United States Army Corps of Engineers is once again facilitating the beneficial use of dredge material.

The engineers estimate it will take 25-30 days to



Float Hos

dredge the channels and place the approximate 225,000 cubic yards of sand onto the beach. It will take an additional 7-10 days to remove the tractors and bulldozers once the project has been completed.

The Army Corps will use a 'hopper dredge', which means there will be no pipe laid down across the City's shoreline. The pipe will be laid horizontal to the beach and act like an outstretched fire hose spraying a sand/water mix onto the beach face. As the sand dries it will be sculpted using machinery into a natural beach slope.





Collaboration Partners



Thank you for your attention

Shoreline Management Director Brandon N. Hill BHill@myspi.org 956-761-8166 www.myspi.org



CITY OF SOUTH PADRE ISLAND SHORELINE TASKFORCE MEETING AGENDA REQUEST FORM

MEETING DATE: 12/04/2017

NAME & TITLE: Brandon Hill, Shoreline Director

DEPARTMENT: Shoreline department

ITEM

Discussion and presentation of *Sargassum* power point. A brief presentation on seaweed and its effects on the City's beaches.

ITEM BACKGROUND

Shoreline Department Director Brandon Hill will give a brief presentation on seaweed and its effects on the City's beaches. This PowerPoint was presented at a community lecture earlier this month and has been provided to you exactly as it was shown.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: Approved by Legal: YES: _____ YES: _____

 $\begin{array}{c} \text{NO:} \underline{X} \\ \text{NO:} \underline{X} \end{array}$

Comments:

RECOMMENDATIONS/COMMENTS

Sargassum: a History, Explanation and Discussion Seaweed 101, what's going on with that stuff?



Shoreline Director Brandon N. Hill







South Padre Island



Who am I?









and analyze the Sargassian any entitle bats of powering a view land imagery. The satellite images have allowed to explore a class data the Sarganism sources to and fram as well as what seem classification for surface accument inselling and established what seem classifications NQAA's occurring barys allow for weight and established Contribution The beards's applieurs as a relative renormer before any field of the tendent leave a stable branch for future syncropic convergence of the angle of the second provide any second provide

Cater.Stear

houp system described by this poter in seven stages. <u>Methods</u> SEAS utilizes a broad array of scientific texts and population optics broa

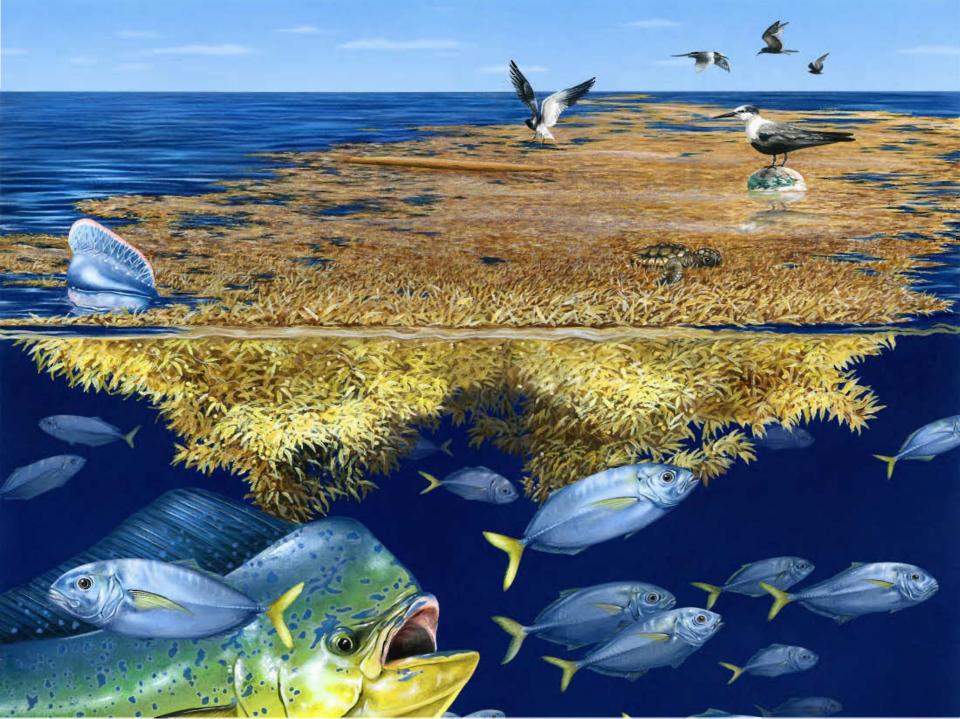
Objective 1 --Sargassum arrives sustantly via the

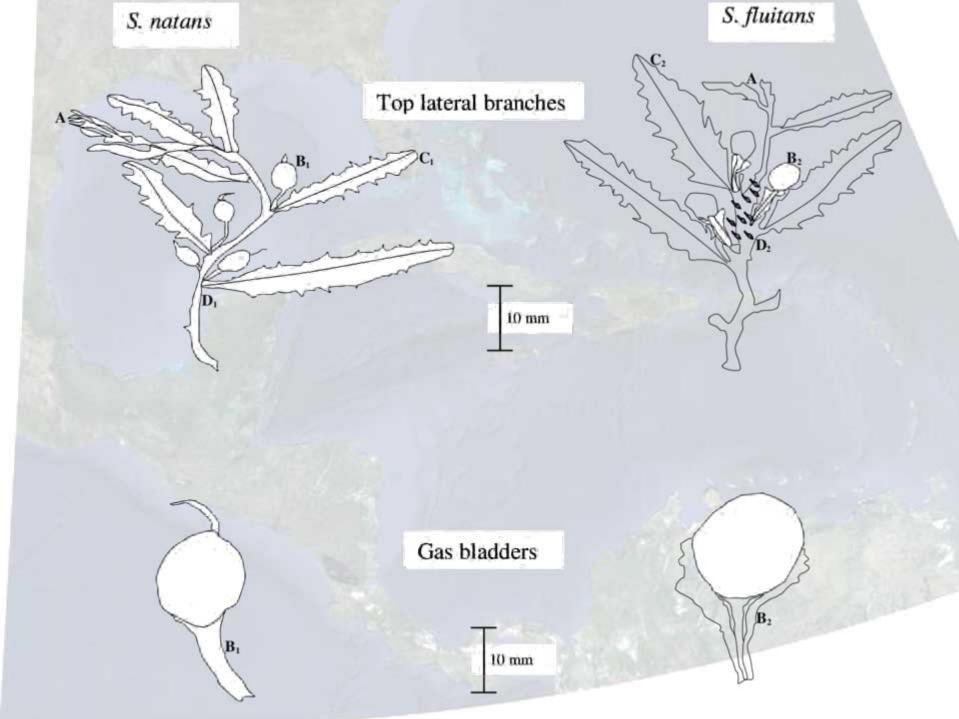
BOOK



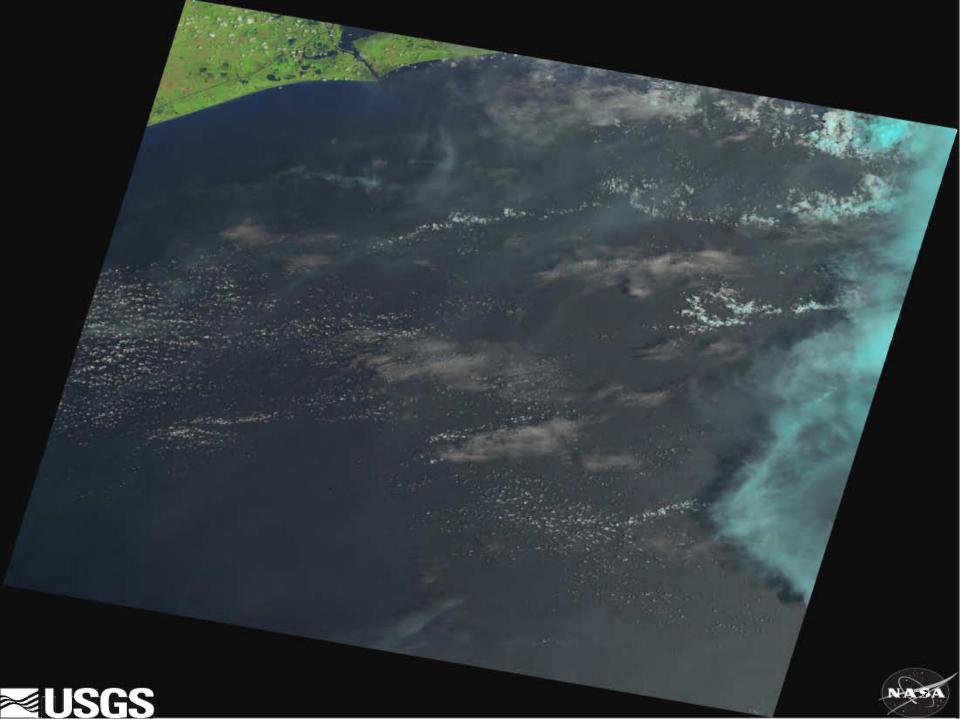
Sargassum



















July 17, 1966

Seaweed A 'Current' Problem

BY JOHN DAVIS

iniumhus criped about it joje the enty textusts en o seeren tsland were Kacongava Indians And "the ed i as <u>it has exme th he</u> known along the beachiropt. rus asgered and frightened ກແລະກຳລະ ພາກຊາຍ, the bis first vevage to the West Indies." Columbus and > tree ships passed entrachi - the Sargasso Sea. W. L. MOODY & CO. (UNINCORPORATED) -BANKERS ESTABLISHED 1866 First in Service

First in Convenience

First in Facilities

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map

This tract of the North Atlantic Ocean is-covered with Sardassum, the same seaweed that piles up along the Gulf beaches.

THE BELIEF that ships passing through the area could become hopelessly entangled in the floating weed was widely adhered to until the early part of this cen-<u>tury</u> Shippers avoided the Sargasso Sea like the plague. And Galvestonians view the weed as an economic plague that keeps the tourists away in droves. No one, according to Dr.-Robert Stevenson of the U.S. Bureau of Commercial Fisheries, knows why the weed

decides to pile up on Gulf beaches in any particular year. As a matter of fact, he said, no one can say when it will come in or when it will stop.

ABOUT TWO weeks ago, a spokesman for the bureau predicted that the island had seen the last of the weed for the year 1966. County Commissioner Jimmie Vacek hopefully concurred. And then, last week, masses of brown were spotted out in the Gulf. Today, the brown mass piles up along the beach as quickly as the county can tow it off. "It is a floating algae."

carry it."

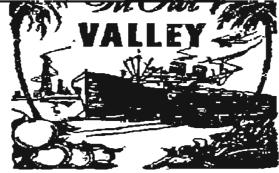
HE BELIEVES the weed that reaches Galveston is carried up from the Yucatan Straits near the southern tip of Mexico. It is almost as plentiful there, he said, as in the Sargasso Sea.

"It's a problem that varies from year to year. Some people have theorized that, nutrients brought to the surface, by Hurricane Carla caused the seaweed to grow rapidly and cause the influx in 1962. I think that's reaching pretty far," he said. "He pointed out that Hurricanes Betsy and Hilda followed basically the same path as Carla, but produced no scaweed invasion facts Influence this. As a guess, the primary thing causing the buildup is the ocean current <u>waters from the</u> Yucatan Straits,"

Not everyone shares the aversion to Sargassum. Amateur marine biologists find it a constant source of fascination, since it supports innumerable small plant and

See SEAWEED, Page 3A

BROWNSVILLE, TEXAS, THURSDAY, MAY 16, 1935



By BALPH L. BUELL REPRESENTATIVE AUGUStime Celaya vouches for the truth of this one.

Among the relief projects over Texas was one in Galveston county-

Cleaning the beach of the island from seawced.

Very carefully would the laborers gamer all the scaweed in sight.

And very carefully would it be loaded on barges-

Taken out into the buy and dumped.

And as nature took its course, and the seawced again drifted to the beach—

Very carefully would the seaweed be gathered. loaded on barges, and taken out into the bay and dumped.

Finally somebody with a zense of humor took a moving picture of the procedure and sent it to Washington.

The project was stopped.

- - -

MINISTER OF INTERIOR IS CITY VISITOF

Victor

Long-Sought Shorte Route to Capital O Mexico Promise I Made Here

Construction work on the Matumoros-Victoria highway will i started next year. Jaun de Die Bojorquez, Mexican secretary e interior, suid upon his arrivi here at noon Thursday by Pa American plane.

Secretary Bojarquez was accompanied by his two young spass an last shortly after noon on the Boxen Airlines plane for New You where he will undergo medici treatment, and will spend a mont resting from his official duties a México.

Insportant Official

Secretary Bojorquez holds one e the most important positions i Mexico as Secretario de Coberns cion, passing on most federal pro jects, including roads.

He said the Matamoros to Vic torta highway would be starte Dext vear with the state and fed-

Texas Circa 1894



January 27, 1864

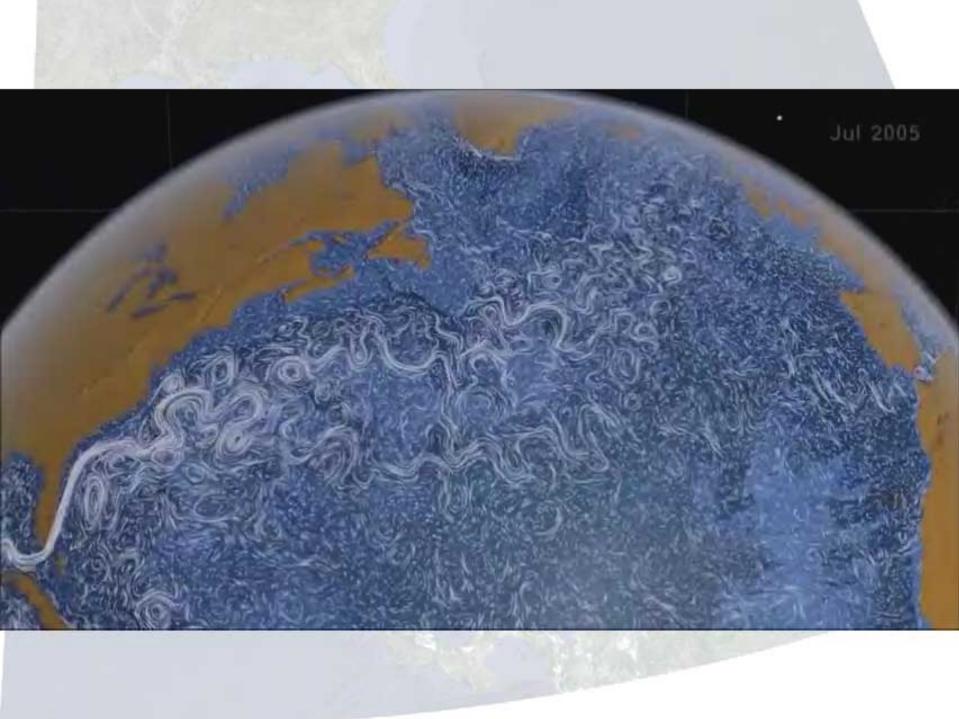
The scouts seeing no chance of escape with their horses, abandoned them and secreted themselves in the sand hills by covering themselves up with sand and seaweed, and there remained until the enemy passed, when they crawled out of their holes and made for camp. State: Texas

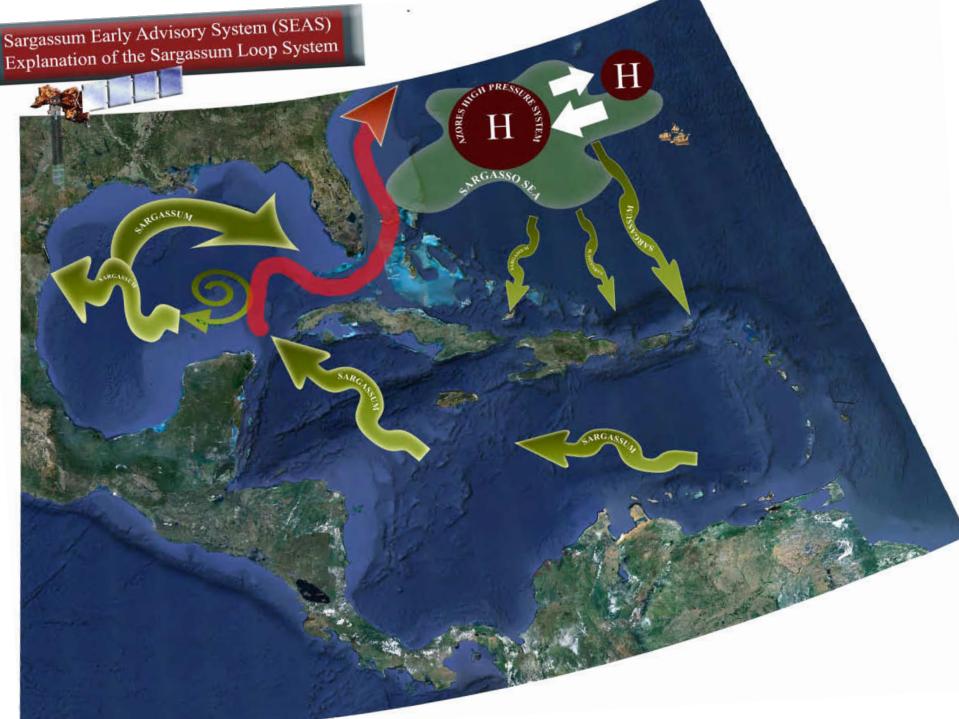


A large landing of Sargassum has completely reshaped the beach in this vintage photo.

Why? Caribbean, 2015





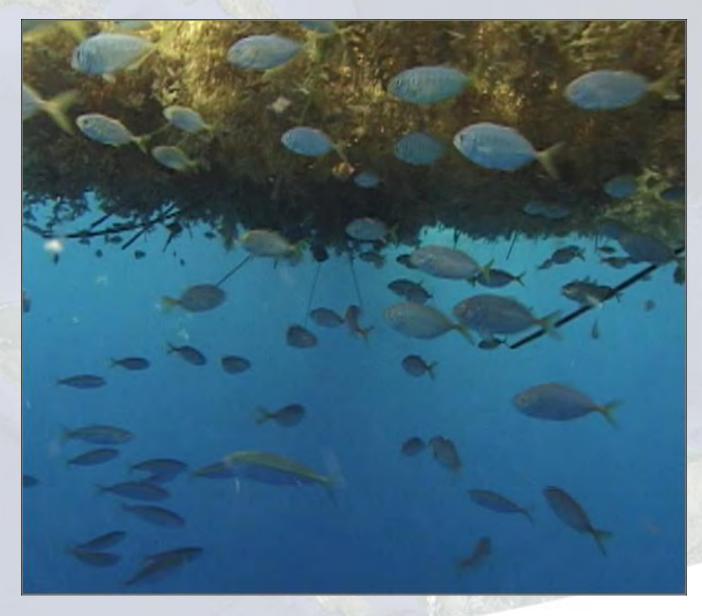


Date | 2015-08-31 19:00 Local ≈ UTC Data | Ocean Currents @ Surface Scale

earth

Source | OSCAR / Earth & Space Research

Sargassum as shelter, food source, and nursery





Juvenile sea turtles depend on the buoyant macroalgae to provide them with aid gaining neutral buoyancy during their initial stages of life.

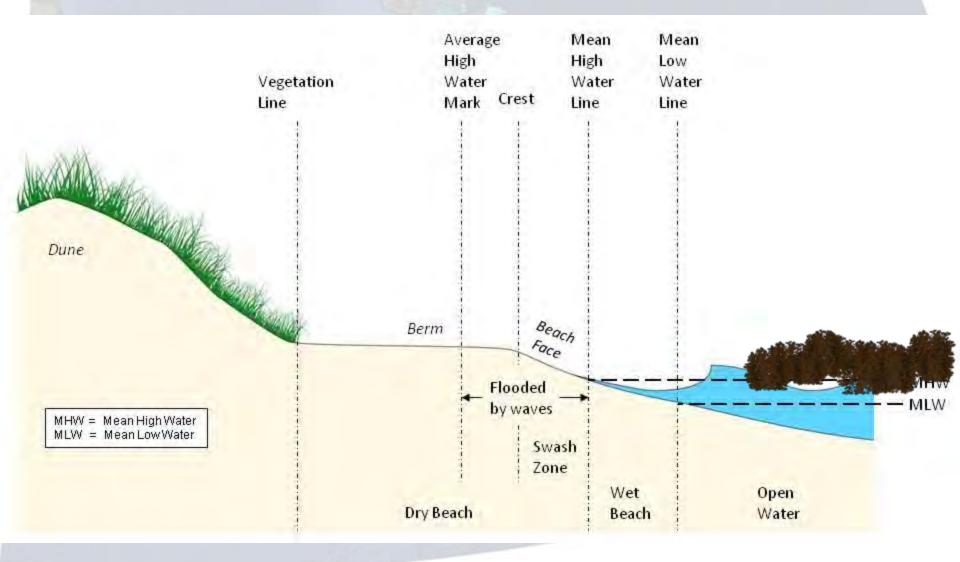


Even decaying Sargassum on Boca Chica is suitable bedding for baby calves.



The Three Stages of Sargassum Landings, (Right to Left) Near Shore mats drift towards the beach, the mats form a wrack that crests at the surge point of the high tide, Sargassum decomposes and becomes intermixed with beach sediment.

Mother Nature's Plan



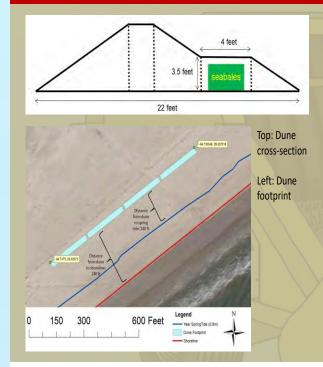


A section of a dune has been removed, exposing the layers of decomposed Sargassum.





ATTENTION: Scientific Study Underway



For any questions or additional information, please contact: Dr. Jens Figlus at (409)741-4317 or figlusj@tamug.edu TEXAS A&M UNIVERSITY GALVESTON CAMPUS



Study

Funded by:



CAUTION: BEWARE OF SNAKES

This dune is part of a new pilot study conducted by researchers from Texas A&M University – Galveston Campus. Portions of this dune are reinforced with a seaweed core made of compacted Sargassum wrack material ("seabales"). We anticipate the compacted seaweed core to improve erosion resistance and spur vegetation growth on the dune. The goal is to retain Sargassum as a natural part of the beach-dune system while at the same time providing unrestricted access to the beach and water. This project is funded by a Texas General Land Office CEPRA grant with generous support from the Galveston Park Board of Trustees.

PLEASE STAY OFF THE DUNE!

So a guy walks into a bar with a bucket of seaweed...







If there's one sentiment that's constantly repeated among craft beer drinkers it is, "This beer is good but it needs more seaweed!"

Sargassum as...

OTHER USES Fish Food Biofuel Livestock Feed Fertilizer/Soil Conditioner A means of removing toxins/heavy metals from wastewater

SEAWEED

T

CLYINGE

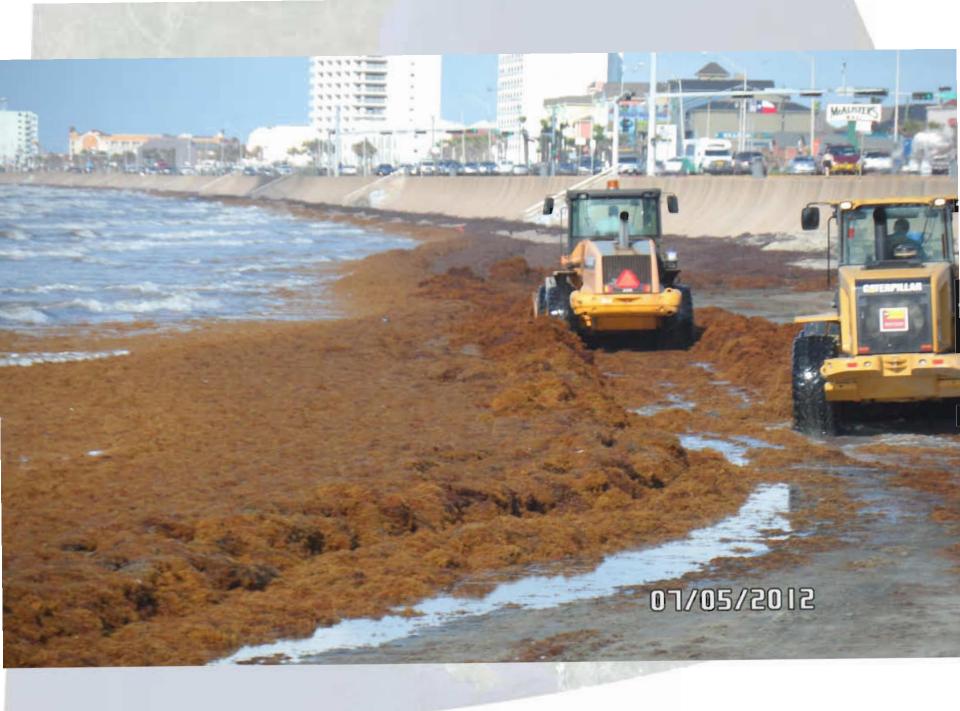
GEAR & BACKEY AND INACE OUT A NARDFIL O DATING DIAMOND TO F

Please EXCUSE THE SEAWEED WHILE MOTHER NATURE **REBUILDS OUR BEACHES**

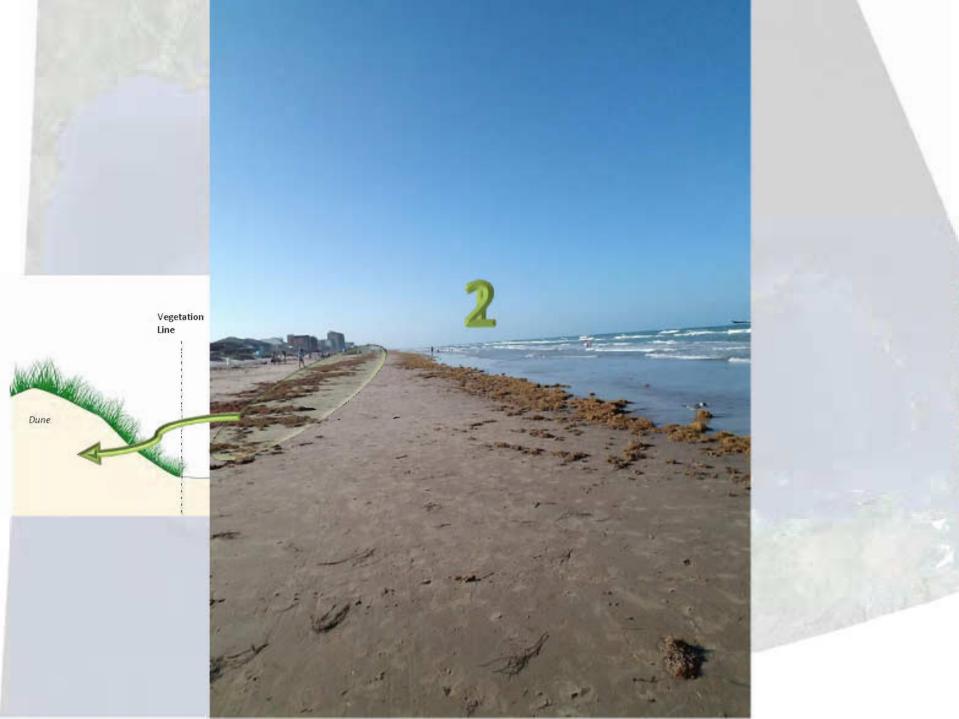
SEAWEED IS: CTS

- A floating ecosystem
- Important to create dunes and conserve sand An involuable food source for coastal birds FA
- A natural occurrence along all coastal destinations
- FUN















Thank you for your attention

Shoreline Director Brandon N. Hill BHill@myspi.org 956-761-8166 www.myspi.org



SarWest

10/30/17



Wind: 20 Mph SW Direction Currents: 0.69 Knots NE Direction Set and Drift: 0.104 Knots NNE Direction

Forecast:

Sargassum spotted out at sea. The mats are currently headed NNE at 0.12 MPH. The Sargassum should travel about 3 Miles in a day. Please take this into consideration when planning for these landings.

> Net Drift direcition over a three day period

www.SEAS-forecast.com



SARGASSUM EARLY ADVISORY SYSTEM

CITY OF SOUTH PADRE ISLAND SHORELINE TASKFORCE MEETING AGENDA REQUEST FORM

MEETING DATE: 12/04/2017

NAME & TITLE: Brandon Hill, Shoreline Director

DEPARTMENT: Shoreline department

ITEM

Discussion and possible action regarding a Resolution from the City South Padre Island in support of The University of Texas Rio Grande Valley Lower Laguna Madre Estuary Program.

ITEM BACKGROUND

The Lower Laguna Madre Estuary Program was created with the ultimate goal to establish a National Estuary Program for the Lower Laguna Madre. The objectives of the Lower Laguna Madre Estuary Program are to identify existing pertinent information, locate data gaps, seek other stakeholders (landowners, agricultural organizations, non-profit groups, NGOs, and other local governments), and expand the collaborative team of professionals to enhance the project's capability to successfully achieve the ultimate goal of establishing a NEP for the LLM.

BUDGET/FINANCIAL SUMMARY				
None				
COMPREHENSIVE PLAN	GOAL			
LEGAL REVIEW Sent to Legal: Approved by Legal:	YES: YES:	NO: NO:	X X	
Comments:				
RECOMMENDATIONS/C	OMMENTS			

Staff recommends that the city support this initiative.



Lower Laguna Madre Estuary Program

Kim D. Jones, Director, ISEE David Garza, Cameron County Javier Guerrero, Engineering Research Associate III, TAMUK Jungseok Ho, UTRGV Hudson DeYoe, UTRGV





May 18, 2016



Estuaries

An estuary is a partially enclosed body of water along the coast where freshwater from rivers and streams meets and mixes with salt water from the ocean. Estuaries and the lands surrounding them are places of transition from land to sea and freshwater to salt water.

Estuaries are among the most productive ecosystems in the world. Many species of animals rely on the sheltered waters of estuaries for food, secure places to breed and migration stopovers. Coastal communities also rely on estuaries for food, recreation, jobs and shoreline protection.



Source: www.nationalestuaries.org



Lower Laguna Madre Estuary Program Strategic Plan Development

Funding Partners:

- Texas General Land Office
 - Coastal Management Program
- Cameron County
- Texas A&M University-Kingsville
- University of Texas- Rio Grande Valley
- Lower Rio Grande Valley TPDES Stormwater Task Force
- Cameron County Coastal Cities Task Force



AN ENGINEERING AND SCIENCE-BASED STRATEGY

BUILDING A PARTNERSHIP LADDER FOR THE ESTUARY PLAN

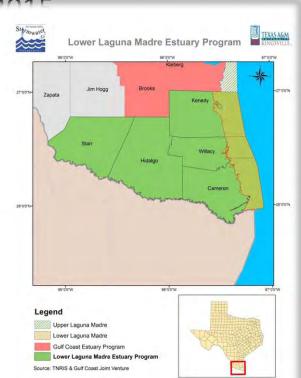
NATIONAL PROGRAM LOCAL PROGRAM STRATEGIC PLAN SCIENCE PARTNERS STATE AND LOCAL FUNDING

THE FOUNDATION: LOCAL INITIATIVE



Examples of Recent Progress

- Local legislation: Cameron County, April 10, 20
- Federal/State Grant: GLO/NOAA
- <u>Partners and support</u>:
 Over 40 local governments and stakeholder support, executing Interlocal agreements
- <u>Strategic Plannning –</u>
 a Plan to make a Plan





Nexus with the Existing Environmental Initiatives







Some 2016-17 objectives:

- Obtain additional \$100,000 in local funding
- Execute 40 interlocal agreements with local governments
- Implement team to develop Strategic Plan





Lower Laguna Madre Estuary Program Features

- Work with U.S. EPA to establish a Comprehensive Conservation and Management Plan
- Non-regulatory program
- The goals, objectives and actions comprising the CCMP would primarily focus on restoring water quality, while also addressing restoration and conservation of habitat, replenish and protect living coastal and marine resources, enhancing community resilience and revitalizing the coastal economy



SHORT TERM GOALS

- Develop website and communications
- Interactive map integration
- Workshop series and symposia
- Engage Advisory Group and Regulatory Partners
- Identify and engage stakeholders



Advisory Group and Management Conference Partners

- U.S.EPA
- CBBEP
- TSSWCB
- TWDB
- Landowners
- U.S. Fish and Wildlife
- NOAA
- Texas Parks and Wildlife
- ANEP



LONG TERM GOALS

- Deliver Strategic Plan for Comprehensive Conservation and Management Plan for LMEP
- Obtain funding for sustainability
 - Local, State and Federal
 - RESTORE
- National Estuary Program consideration
- Sustainability of LMEP
- Staff and Structure and Management Conferences



TIMELINE HIGHLIGHTS

- October 2016 Grant Funding Start Date
- Thrust 1 Report Due June 2017
- Thrust 2 Report Due November 2017
- Thrust 3 Report Due July 2018
- Final Report Due September 2018



Thank you!







Lower Laguna Madre Estuary Program

CITY OF SOUTH PADRE ISLAND SHORELINE TASKFORCE MEETING AGENDA REQUEST FORM

MEETING DATE:	December 6, 2017
NAME & TITLE:	Brandon Hill, Shoreline Management Director J. Victor Baldovinos, Environmental Health Director

DEPARTMENT: Shoreline and Environmental Health Services

ITEM

Discussion and action to approve first reading of ordinance to amend Chapter 13-24 (E) in reference to removal of equipment from the beach and to add Chapter 13-24 (P): Property owners and umbrella vendors are required to identify on the application form a removal location that is in compliance with the ordinance that identifies the placement of stored equipment out of the Critical Dune Area once necessary conditions (as defined by letter E in this section) have been determined by the City Manager or their proxy.

ITEM BACKGROUND

A major responsibility of the City of South Padre Island is to provide the highest level of preparedness for the public's health and safety during severe weather events.

It was identified that the current ordinance language did not clearly define the location to which the equipment shall be moved to. Therefore, a public workshop was held to work jointly with the vendors to arrive at mutually agreeable language, which is represented by this ordinance change.

The proposed ordinance has been edited to remove any potential ambiguity.

Current Chapter 13 Section 13-24(E) ordinance reads:

E) Damage to dunes is prohibited. All equipment must be removed whenever a hurricane warning is issued for South Padre Island or in the event of extreme high tides. All equipment must be secured to prevent movement by high winds or water.

Modified Chapter 13 Section 13-24(E) ordinance as follows:

E) Damage to the dunes and dune vegetation is prohibited. In the case of a hurricane warning, coastal flood warning, tropical storm warning as issued by the National Weather Service for South Padre Island, as determined by the City Manager or their proxy, all equipment must be removed from the beach and placed west of the "critical dune area" as defined by Chapter 22. Equipment shall be stored away from such area that is deemed a

threat to the dunes or public safety, as determined by the City Manager or proxy. During times of ordinary weather conditions, all stored equipment must be secured to prevent movement by wind and/or water. Public health and safety equipment may be exempt from this ordinance.

P) Property owners and umbrella vendors are required to identify on the application form a removal location that is in compliance with the ordinance that identifies the placement of stored equipment out of the Critical Dune Area once necessary conditions (as defined by letter E in this section) have been determined by the City Manager or their proxy.

BUDGET/FINANCIAL SUMMARY

No budgetary impact is expected.

COMPREHENSIVE PLAN GOAL

Chapter 5, Goal #1: The City should emphasize the importance of emergency preparedness, response, recovery and mitigation.

7.A Develop a diversified economy in order to increase spending on the Island throughout the year.

7.10 Continue the Island's unique character and assets aggressively

7.18 Support ordinances, events and policies that enhance the Island's economic development potential

LEGAL REVIEW

Sent to Legal: Approved by Legal:

YES:	
YES:	

NO:	X
NO:	X

Comments:

RECOMMENDATIONS/COMMENTS

Staff recommends approval.

ORDINANCE 2017-17

AN ORDINANCE AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, BY AMENDING SECTION 13-24(E) THAT DAMAGE TO DUNES AND DUNE VEGETATION IS PROHIBITED; ESTABLISH WHEN IT IS **NECESSARY TO REMOVE EQUIPMENT AND WHERE EQUIPMENT** MUST BE PLACED WHEN REMOVED FROM THE BEACH; AND ORDINARY DURING TIMES OF WEATHER ALL **STORED** EOUIPMENT MUST BE SECURED TO PREVENT MOVEMENT BY WIND AND/OR WATER; AND ADDING SECTION 13-24(P) THAT **REQUIRES PROPERTY OWNERS AND UMBRELLA VENDORS TO IDENTIFY ON THE APPLICATION FORM A REMOVAL LOCATION** THAT COMPLIES WITH THE ORDINANCE THAT IDENTIFIES THE PLACEMENT OF STORED EQUIPMENT OUT OF THE CRITICAL DUNE AREA ONCE NECESSARY CONDITIONS HAVE BEEN DETERMINED BY THE CITY MANAGER OR THEIR PROXY

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

<u>Section 1</u>. Chapter 13 of the Code of Ordinances of the City of South Padre Island is hereby amended to read as follows:

Chapter 13 Section 13-24 Regulation of Shade Devices and Chairs on the Public Beach

No person or entity may place shade devices, chairs or other physical devices for rent or use by third parties on any portion of the beach within the City of South Padre Island located seaward of the Historical Building Line without obtaining a permit from the City as provided for by this Section 13-24, and comply with all provisions of this section, to-wit:

E) Damage to the dunes and dune vegetation is prohibited. In the case of a hurricane warning, coastal flood warning, tropical storm warning as issued by the National Weather Service for South Padre Island, as determined by the City Manager or their proxy, all equipment must be removed from the beach and placed west of the "critical dune area" as defined by Chapter 22. Equipment shall be stored away from such area that is deemed a threat to the dunes or public safety, as determined by the City Manager or proxy. During times of ordinary weather conditions, all stored equipment must be secured to prevent movement by wind and/or water. Public health and safety equipment may be exempt from this ordinance.

P) Property owners and umbrella vendors are required to identify on the application form a removal location that is in compliance with the ordinance that identifies the placement of stored equipment out of the Critical Dune Area

once necessary conditions (as defined by letter E in this section) have been determined by the City Manager or their proxy.

<u>Section 2</u>. Any violation of this Ordinance may be punished by a fine not to exceed Five Hundred Dollars (\$500.00) for each offense or for each day such offense shall continue and the penalty provisions of Section 21-1 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

<u>Section 3</u>. 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.

<u>Section 4</u>. This Ordinance shall become effective upon publication of its caption.

PASSED, APPROVED AND ADOPTED on First Reading, this ____ day of _____ 2017.

PASSED, APPROVED AND ADOPTED on Second Reading, this ____ day of _____ 2017.

ATTEST:

CITY OF SOUTH PADRE

ISLAND, TEXAS

SUSAN HILL, CITY SECRETARY

DENNIS STAHL, MAYOR



Umbrella Permit Application

Cliy of South Padre Island 4601 Padre Bivd. South Padre Island, TX 78597 Phone: (956) 761-3228 Fax: (956) 761-3898

Dels:		
Permit #		
Renting Umbrelias and Chairs Not Engaging In Commercial Activity		

Property Information	Beach Services Vendor Information	
Legal Description:	Name:	
Physical Address:	Malling Address:	
Other Identification:	City:	
Linear Feat of Beach Fronlage:	Stata: Zip:	
Shade Device with Chairs Allowed for Set-up:	Phone: Fax: E-mail:	
Property Owner Information	Toxas Sales Tax #:	
Name:	Submission of Certificate Holder of Liebility Insurance in the amount of \$100,000 per Yes No person & \$500,000 per event?	
Maling Address:	Name of insurance & Expiration Date:	
City:	By signing below 1 acknowledge that I have received and have	
State: Zip:	read Ordinance 13-24.	
Phone: Fax:	Signature of Owner of Beach Service Vendor, Permit Holder	
Water Activities Provided	Payment	
🔲 Banana Boats 🔲 Kita Surling 🚺 Swimming Lesons	\$100 Cash Check	
Wave Runner Sky Diving	Received By: Date:	
	Please allow a minimum of 36 hours to process this application.	
	Office Use Only	
Printed Name & Phone Number of Property Owner/CEo, Prasident or Chairman of HOA	This permit expires Permit holders violating any of the terms and requirements of Section 13-24 of the City of South Padre Island Code of Ordinances may have their permit cancelled by the City Manager.	
Signature of Property Owner/CEO, President or Chairman of HOA	Signature of Environmental Health Director	

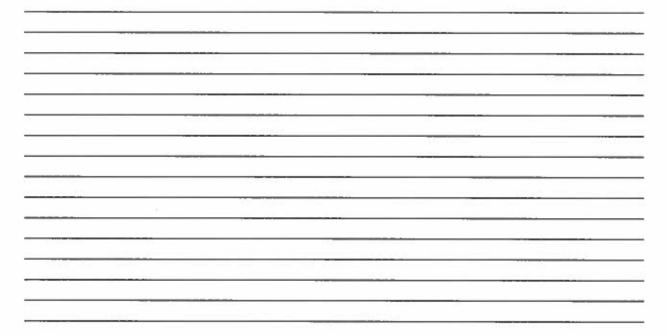
Please submit to the Environmental Health Services Department.

Form Number: EEH0003 Last Updated: 16/04/17

E) Damage to the dunes and dune vegetation is prohibited. In the case of a hurricane warning, coastal flood warning, or tropical storm warning as issued by the National Weather Service for South Padre Island, as determined by the City Manager or their proxy, all equipment must be removed from the beach and placed west of the "critical dune area" as defined by Chapter 22. Equipment shall be stored away from such area that is deemed a threat to the dunes or public safety, as determined by the City Manager or proxy. During times of ordinary weather conditions, all stored equipment must be secured to prevent movement by wind and/or water. Public health and safety equipment may be exempt from this ordinance.

P) Property owners and umbrella vendors are required to identify on the application form a removal location that is in compliance with the ordinance that identifies the placement of stored equipment out of the Critical Dune Area once necessary conditions (as defined by letter E in this section) have been determined by the City Manager or their proxy.

In the event a removal order is issued by the City, I intend to place my equipment at the following approved location that is not located within the Critical Dune Area:



If this location is not viable at the time, I will place my equipment at another location, which is not in the Critical Dune Area.

Print Name

Sign

Date

Please identify a removal location that is in compliance with the ordinance that identifies the placement of stored equipment out of the Critical Dune Area For assistance in identifying an approved location, please call (956)761-8111 or (956)761-8166