NOTICE OF SPECIAL MEETING
CITY OF SOUTH PADRE ISLAND
CITY COUNCIL

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

DECEMBER 13, 2017

9:00 A.M. AT THE MUNICIPAL BUILDING,
CITY COUNCIL CHAMBERS, 2ND 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. Approve Consent Agenda:

   a. Approve Resolution No. 2017-41 approving the temporary closure of Highway 100 for the Longest Causeway Run and Fitness Walk on Saturday, January 13, 2018. (Payne)
   b. Approve second and final reading of Ordinance No. 17-17 amending Chapter 13 of the Code of Ordinances 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 during times of ordinary weather all stored equipment 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. (B. Hill/V. Baldovinos)

5. Discussion and action to approve first reading of Ordinance No. 17-18, annexing property described as a 10 foot wide strip of land along the southernmost portion of land known as Andy Bowie Park, extending out into the Gulf of Mexico, going south approximately 317 feet and also including submerged land east of Block 20, Padre Beach Estates Subdivision; Lot 2 Contran Subdivision; East Tracts 16 and 17, Padre Beach Subdivision, containing 6.61 acres, more or less. (Jones)

6. EXECUTIVE SESSION:

   a. A closed executive session pursuant to sec. 551.072, to deliberate the purchase, exchange, lease, or value of real property.

b. Consultation with the legal counsel pursuant to sec. 551.071, concerning the City's legal duties with regard to compliance with the Texas Open Meetings Act.

7. Consideration and possible action to seek professional services to evaluate the viability of development of the tract or tracts known as Stingray Bay.

8. 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 8TH DAY OF DECEMBER 2017.

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 8, 2017** AT/OR BEFORE 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

CITY OF SOUTH PADRE ISLAND

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

Item No. 4

CITY COUNCIL MEETING
CITY OF SOUTH PADRE ISLAND
CONSENT AGENDA

MEETING DATE: December 13, 2017

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 Resolution No. 2017-41 approving the temporary closure of Highway 100 for the Longest Causeway Run and Fitness Walk on Saturday, January 13, 2018. (Payne)

b. Approve second and final reading of Ordinance No. 17-17 amending Chapter 13 of the Code of Ordinances 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 during times of ordinary weather all stored equipment 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. (V. Baldovinos/B. Hill)

RECOMMENDATIONS/COMMENTS

Approve Consent Agenda

Item No. 4a

CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM

MEETING DATE: December 13, 2017

NAME & TITLE: Anne Payne, Parks and Recreation Manager

DEPARTMENT: Parks and Recreation

ITEM

Approve Resolution No. 2017-41 for temporary closure of Highway 100 for the Longest Causeway Run and Fitness Walk on Saturday, January 13, 2018.

ITEM BACKGROUND

The Port Isabel Longest Causeway Run & Wellness Walk was launched by the Port Isabel Chamber of Commerce more than 34 years ago. It was designed to attract visitor traffic to the Laguna Madre area during what was historically an off season period. Throughout the years the event has grown in popularity and the name was later changed to the "Longest Causeway Run & Fitness Walk." This original event has become a favorite of runners and walkers alike, including a large number of Winter Texans. It brings Port Isabel and South Padre Island together to reach a common goal. It has also spawned a summer event that is growing each year.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

RESOLUTION NO. 2017-41

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, APPROVING THE TEMPORARY CLOSURE OF HIGHWAY 100 FOR THE LONGEST CAUSEWAY RUN AND FITNESS WALK ON SATURDAY JANUARY 13, 2018.

WHEREAS, the Longest Causeway Run and Fitness Walk, produced by Port Isabel Chamber of Commerce and;

WHEREAS, the Longest Causeway Run and Fitness Walk is expected to attract over 2000 participants and their families to South Padre Island.

WHEREAS, the implementation of the Longest Causeway Run and Fitness Walk requires the City of South Padre Island's 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. 2017-41 supporting the temporary closure of Highway 100 on January 13, 2018 for this event and will provide traffic control for the temporary closure of Highway100 to provide safe travel for all participants.

PASSED, APPROVED AND ADOPTED on this the 13th day of December, 2017.

CITY OF SOUTH PADRE ISLAND, TEXAS

_____
Dennis Stahl, Mayor

ATTEST:

_____
Susan M. Hill, City Secretary

4-3

Agreement No._____

STATE OF TEXAS §

COUNTY OF §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of PORT ISABEL, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including HIGHWAY 100, in CAMERON, County; and

WHEREAS, the City has requested the temporary closure of ONE LANE OF THE WESTBOUND SIDE OF THE QUEEN ISABELLA MEMORIAL BRIDGE for the purpose of 34TH ANNUAL LONGEST CAUSEWAY RUN & FITNESS WALK, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right-of-way will be performed within the State's requirements; and

WHEREAS, on the 15TH day of DECEMBER, 2015, the PORT ISABEL City Council passed Resolution / Ordinance No._____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times, approximate number of people attending the Event, and equipment involved shall be attached hereto and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The City shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State.

C. The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

D. The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

E. The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.

F. The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of-way and restore or repair the State's right-of-way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that use of the State's right-of-way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City

must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right-of-way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right-of-way.

B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. The City agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

Article 10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right-of-way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Agreement No. _____

City:	State:
CITY OF PORT ISABEL	Texas Department of Transportation
305 E. MAXAN	
PORT ISABEL, TX 78578	

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF _____
Executed on behalf of the City by:

By_____ Date_____
City Official

Typed or Printed Name and Title _____

_____

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
District Engineer

Reviewed By:

_____ Date:_____
Director of Maintenance

South Padre Island Police Department

Randy Smith, Chief

Port Isabel Chamber of Commerce **11/30/2017**
Attn: Betty Wells

Ref: Traffic Management Plan, 34th Annual 2018 Longest Causeway Run and Fitness Walk on January 13, 2018

Purpose
The purpose of this plan is to best manage traffic flow during the 34th Annual Longest Causeway Run and Fitness Walk event as it enters South Padre Island. Also, to provide procedures for deployment of personnel and equipment to ensure the success and safety of this event.

Discussion
It is the plan of this law enforcement agency along with other city departments to work together and manage personnel and equipment placed in areas to enhance the flow of traffic and control the run and walking route(s).

Action
The placement of traffic control barrels/cones on the roadway to direct traffic movement to minimize the delay of traffic movement. The placement of these devices would be at a time and place identified by city personnel and staff of the event. Identified locations where police and other city personnel could be positioned to ensure control and safe movement of traffic.

Locations of management control:

1. Westbound S.H. 100 across the Queen Isabella Memorial Causeway and then north on Park Rd. 100.
2. On P.R. 100-Northbound to Atol St for the runners.
3. West Atol St. (one block) and then south on Laguna Blvd. until the finish line at the 2300 blk. of Laguna Blvd.
4. Eastbound traffic on the Queen Isabella Memorial Causeway can continue without interruption.
5. Westbound traffic from South Padre Island on the Causeway will be able to use the left lane as they travel to Port Isabel until the end of the run and walk event, then both westbound lanes will be open.

A tail-escort of emergency vehicles will be available until the end of the wellness walk on the South Padre Island side.

Randy Smith
Chief of Police

Item No. 4b

CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM

MEETING DATE: December 13, 2017

NAME & TITLE: J. Victor Baldovinos, Environmental Health Director
Brandon Hill, Shoreline Director

DEPARTMENT: Environmental Health/Shoreline

ITEM

Approve second and final reading of Ordinance No. 17-17 amending Chapter 13 of the Code of Ordinances 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 during times of ordinary weather all stored equipment 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.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

ORDINANCE 17-17

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 DURING TIMES OF ORDINARY WEATHER ALL STORED EQUIPMENT 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:

Section 1. 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, 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.

Section 2. 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.

Section 3. 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 4. This Ordinance shall become effective upon publication of its caption.

PASSED, APPROVED AND ADOPTED on First Reading, this 6th day of December 2017.

PASSED, APPROVED AND ADOPTED on Second Reading, this 13th day of December 2017.

ATTEST:

CITY OF SOUTH PADRE ISLAND, TEXAS

SUSAN HILL, CITY SECRETARY

DENNIS STAHL, MAYOR

Item No. 5

CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM

MEETING DATE: December 13, 2017

NAME & TITLE: Darla A. Jones, Assistant City Manager

DEPARTMENT: City Manager's Office

ITEM

Discussion and action regarding the first reading of Ordinance 17-18 annexing property described as a 10 foot wide strip of land along the southernmost portion of land known as Andy Bowie Park, extending out into the Gulf of Mexico, going south approximately 317 feet and also including submerged land east of Block 20, Padre Beach Estates Subdivision; Lot 2 Contran Subdivision; East Tracts 16 and 17, Padre Beach Subdivision, containing 6.61 acres, more or less.

ITEM BACKGROUND

The City Council held two public hearings regarding this annexation on November 15, 2017. For background purposes, a large portion of this area proposed for annexation lies submerged in the Gulf of Mexico and is the proposed location for Clayton's Pier. The property was rezoned and a Specific Use Permit was issued to allow the pier. In order to enforce our ordinances on the pier, it must be within our city limits.

BUDGET/FINANCIAL SUMMARY

N/A

COMPREHENSIVE PLAN GOAL

N/A

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Approve the first reading of Ordinance 17-18.

ORDINANCE 17-18

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.

WHEREAS, §43.021 of the Texas Local Government Code and Section 4.04 of Charter of the City of South Padre Island, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state.

WHEREAS, the procedures prescribed by the Subchapter C-1 of Chapter 43 of the Texas Local Government Code and the laws of this state have been duly followed with respect to the following described territory, to wit:

A 10 foot wide strip of land along the southernmost portion of land known as Andy Bowie Park, extending out into the Gulf of Mexico, going south approximately 317 feet and also including submerged land east of Block 20, Padre Beach Estates Subdivision; Lot 2 Contran Subdivision; East Tracts 16 and 17, Padre Beach Subdivision, containing 6.61 acres, more or less.

Also identified on the Annexation Map that is attached as Exhibit "A".

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

Section 1: That the heretofore described property is hereby annexed to the City of South Padre Island, Cameron County, Texas, and that the boundary limits of the City of South Padre Island be and the same are hereby extended to include the above described territory within the city limits of the City of South Padre Island, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the city of South Padre Island and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

Section 2: The Map showing the boundaries of the City and its Extraterritorial Jurisdiction shall be immediately amended to include the annexed territory.

Section 3: A service plan for the area is hereby adopted and attached as **Exhibit "B"** and is hereby approved as part of this Ordinance.

Section 4: The described and annexed property shall be zoned **PBN** (Padre Boulevard North) Character Zone.

Section 5: The adoption of this ordinance is a condition of the Specific Use Permit that was conditionally granted in Ordinance No. 17-15, and said Specific Use Permit shall issue upon final adoption of this annexation ordinance. The Specific Use Permit and its conditions shall apply to any covered use in the annexed area.

Section 6: Once this annexation ordinance is adopted and an application for an Annual Fireworks Permit application is submitted, the permit will be issued at the time of inspection and it must remain on site of the display at all times until the next inspection. The permit will be revoked at any time if it fails at the inspection.

Section 7: If any part, phrase, or sentence of this ordinance is held void or unconstitutional by a court of competent jurisdiction, or if any portion of land hereby annexed shall be held to be ineligible for annexation or shall be held to have been wrongfully annexed, the remaining portions of said ordinance and the remaining portions of land so annexed shall be considered severable and shall remain in full force and effect.

Section 8: The City Secretary is hereby directed to file with the County Clerk of Cameron County, a certified copy of this Ordinance.

PASSED by an affirmative vote of all members of the City Council on First Reading, this the 13th day of December, 2017.

PASSED by an affirmative vote of all members of the City Council on Second Reading, this the __th day of December, 2017.

ATTEST:

CITY OF SOUTH PADRE ISLAND, TEXAS

SUSAN HILL, CITY SECRETARY

DENNIS STAHL, MAYOR

Exhibit "A"


A one-half inch iron pin
N 4° 00' 00" W, 40.05'
N 89° 28' 12" E, 1,559.71'
S 89° 28' 12" W, 1,549.71'
1,569'
N 5° 44' 27" W, 557.8'
N 5° 44' 27" W, 200.61'
S 5° 44' 27" E, 371.02'
The point of beginning
S 90° 00' 00" W, 660.7'
N 90° 00' 00" E, 690'
S 0° 00' 00" W, 395'
W
N
S
E

5-4

City of South Padre Island

Department of Development Services

4601 Padre Boulevard
South Padre Island, TX 78597
Phone: 956-761-8113 Fax: 956-761-3898
E-Mail: SKim@myspi.org
Web: www.myspi.org

Service Plan

For Areas to be Annexed

2017

5-5

I. Introduction

This service plan has been prepared in accordance with the Texas Local Government Code (LGC), Sections 43.065 and 43.056(b)-(o) under the authority of home-rule power given by LGC Section 43.021.

This service plan has been prepared for certain waterways and submerged lands belong to the State of Texas, lying and being situated to the east of Lots 16 and 17 Padre Beach Estate Subdivision and Contran Subdivision Lot 2, out of Gulf of Mexico, and a 10-foot width southernmost pieces of the Andy Bowie Park in Cameron County, Texas, that are total 6.61 acres. The boundaries can be found at the Exhibit "A" and are roughly described as follows:

> **COMMENCING** at a one-half inch iron pin found at the intersection of the East Right-of-Way line of Padre Boulevard (Texas State Park Road No. 100) with the North boundary line of Tract 17, and being the Southwest corner of Lot 2, Contran Subdivision (Cabinet 1, Slot 1416-A, Map Record);
>
> **THENCE**, North 90 Deg. East, **a distance of** 1,569 feet to the East jurisdictional boundary line of the City of South Padre Island, TX, for the **POINT OF BEGINNING**;
>
> **THENCE**, along the East jurisdictional boundary line of the City of South Padre Island, TX, North 5 Deg. 44 Min. 27 Sec. West, **A distance of** 557.8 feet;
>
> **THENCE**, along the North jurisdictional boundary line of the City of South Padre Island, TX, South 89 Deg. 28 Min. 12 Sec. West, **A distance of** 1,549.71 feet to the East Right-of-Way line of Padre Boulevard (Texas State Park Road No. 100);
>
> **THENCE**, along the East Right-of-Way line of Padre Boulevard (Texas State Park Road No. 100) and, at the same time, the East jurisdictional boundary line of the City of South Padre Island, North 4 Deg. 00 Min. 00 Sec. West, **A distance of** 10.05 feet;
>
> **THENCE**, North 89 Deg. 28 Min. 12 Sec. East, **A distance of** 1,559.71 feet;
>
> **THENCE**, South 5 Deg. 44 Min. 27 Sec. East, **A distance of** 371.02 feet;
>
> **THENCE**, North 90 Deg. 00 Min. 00 Sec. East, **A distance of** 690 feet;
>
> **THENCE**, South 0 Deg. 00 Min. 00 Sec. West, **A distance of** 395 feet;
>
> **THENCE**, South 90 Deg. 00 Min. 00 Sec. West, **A distance of** 660.7 feet to the East jurisdictional boundary line of the City of South Padre Island, TX;
>
> **THENCE**, along the East jurisdictional boundary line of the City of South Padre Island, TX, North 5 Deg. 44 Min. 27 Sec. West, **A distance of** 200.61 feet to the **POINT OF BEGINNING**;
>
> **CONTAINING**, 6.61 Ac. More or less;
>
> **NOT A BOUNDARY SURVEY.**

Owner(s):

State of Texas

Administrative Agency:

General Land Office

State of Texas
1700 N. Congress Ave.
Austin, TX 78701-1495

PO Box 12873
Austin, TX 78711-2873

Cameron County

Cameron County Clerk Administration
964 E Harrison St.
Brownsville, TX 78520

Full municipal services will be provided to the annexed areas within the time provided in the LGC Section 43.056(b). For the purpose of this plan, "full municipal services" means services provided by the annexing municipality within its full-purpose boundaries, which does not include water, wastewater, gas and electrical services.

Per LGC Sec. 43.056(f), this service plan does not:

- Require the creation of another political subdivision;
- Require a landowner in the area to fund the capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395, Texas Local Government Code unless otherwise agreed to by the landowner;
- Provide services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the City before annexation;
- Provide services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the area before annexation; or
- Cause a reduction in fire and police protection and emergency medical services within the area to be annexed below that of area within the corporate boundaries of the City with similar topography, land use, and population density.II. General Statement

II. General Statement

It is the intent that this service plan provides the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected in the area. (LGC Sec. 43.056(g))

This service plan shall be valid for a term of ten (10) years. Renewal of the service plan shall be at the discretion of the City Council. (LGC Sec. 43.056(l))

The service plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this service plan unworkable or obsolete. The City Council may amend the service plan to conform to the changed conditions or subsequent occurrences pursuant to the LGC Sec. 43.056.

III. The Service Plan

As used in this service plan, the term 'providing services' includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies, service provider's capital improvement plan, and developer/owner participation in accordance with applicable law.

All of the annexation area is part of the waters of the Gulf of Mexico, which is again part of the State Waterway System, and therefore the service will be limited to those options available for such areas.

A. Police Protection

The South Padre Island Police Department will provide protection and law enforcement services in the annexation area commencing on the effective date of annexation. The services will include:

- Normal patrols and responses to calls for service;
- Handling of offense and incident reports;
- Emergency Management;
- Special units, such as traffic enforcement, criminal investigations, narcotics law enforcement; and
- Gang suppression, and crime response team deployment when required.

These services are provided on a citywide basis and the area will be combined with existing Police Reporting Areas.

B. Fire Protection

The South Padre Island Fire Department will provide fire protection services with existing personnel and equipment, and such services will be provided to the annexed area commencing on the effective date of the annexation. These services include:

- 911 Emergency Response
- Fire suppression and rescue;
- Hazardous materials mitigation and regulation;
- Dive rescue;
- Technical rescue;
- Aircraft/rescue/firefighting;
- Patrol/ Life Guard protection;
- Disaster Preparedness Activities;
- Fire Investigation; and
- Mobile Intensive Care Unit (MICU) and 1st responder emergency medical services.

These services are provided on a citywide basis.

C. Emergency Medical Services

MICU and 1st responder emergency medical services by existing personnel and equipment of the South Padre Island Fire Department will be provided to the annexed area commencing on the effective date of the full-purpose annexation. Each Fire Department ambulance, engine, ladder truck, and boat in coordination with the police department is capable of providing EMS, including defibrillation, medical administration, IV therapy, advanced airway management, and initial treatment of injuries.

D. Other Operations and Services

All other applicable municipal services will be provided to the area in accordance with the City of South Padre Island's established policies governing extension of municipal services to newly annexed areas.

IV. Capital Improvements

In general, other City functions and services, and additional services described above can be provided for the annexation area by utilization of existing facilities. It is estimated that any additional capital improvements are not necessary to provide services to the annexed area this time.

Item No. 6

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

MEETING DATE: December 13, 2017

EXECUTIVE SESSION

ITEM DESCRIPTION

Pursuant to TEXAS GOVERNMENT CODE, an Executive Session will be held:

a. A closed executive session pursuant to sec. 551.072, to deliberate the purchase, exchange, lease, or value of real property.

b. Consultation with the legal counsel pursuant to sec. 551.071, concerning the City's legal duties with regard to compliance with the Texas Open Meetings Act.

Item No. 7

CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM

MEETING DATE: December 13, 2017

NAME & TITLE: Council Members

DEPARTMENT: City Council

ITEM

Consideration and possible action to seek professional services to evaluate the viability of development of the tract or tracts known as Stingray Bay.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS