

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

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

**WEDNESDAY, DECEMBER 2, 2015**

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

1. Call to order
2. Pledge of Allegiance
3. **Public Comments and Announcements:** *This is an opportunity for citizens to speak to Council relating to agenda or non-agenda items. Speakers are required to address Council at the podium and give their name before addressing their concerns. [Note: State law will not permit the City Council to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to City Staff or may be placed on the agenda of a future City Council meeting]*
4. **Presentations and Proclamations:**
5. **Approve Consent Agenda:**
  - a. Approve minutes of November 13, 2015 Special meeting, November 18, 2015 Regular meeting and November 19, 2015 Joint Workshop. (Hill)
  - b. Approve invoices for payment. (Gimenez)
  - c. Approve Resolution No. 2015-36 that amends Resolution No. 2010-05 and Resolution No. 678 by removing James Palumbo of Oxford Asset Management L.L.C. as the Registered Financial Advisor in reference to the employee 457 Deferred Compensation Plan. (DiLibero/Delgado/Gimenez)
  - d. Approve Resolution No. 2015-37 authorizing the submission of a grant application to the Lower Rio Grande Valley Development Council; and authorize the City Manger to execute all documents pertaining to the grant for the purchase of a vehicle for the City's Recycling Program. (Baldovinos)
  - e. Approve Resolution No. 2015-38 in support the Causeway Run and Fitness Walk to be held on January 9, 2016, which is sponsored by the Port Isabel Chamber of Commerce. (Hancock)
6. Update on current projects from City Staff: John L. Tompkins Park, Sunset Street, Gulf Boulevard completion ending at Gardenia, Gulf Boulevard new construction from Gardenia Street to Harbor Street, Pearl Hotel boardwalk connecting the Transit Multi-Modal to the beach access, Transit Multi-Modal completion and beginning of new construction with the additional \$3.9 million grant. (Patel)
7. Discussion and action to direct city staff and PARC (Peter A. Ravella Consulting) to pursue certain projects for the Restore Act grant application for the January 2016 application deadline. (Patel)

8. Discussion and possible action on creating a separate department for Shoreline Management and Maintenance. (Patel)
9. Discussion and action to direct city staff to further pursue a grant application from National Fish and Wildlife Foundation – Gulf Environmental Benefit fund. (Patel)
10. Discussion and possible action to consider different locations for the purchase, construction and/or development of a Space X viewing area/building. (Patel)
11. Update on the Convention Center interior renovations. (Patel)
12. Discussion and possible action on installing a Digital Board at the Convention Center. (Patel)
13. Discussion and possible action on installing a Digital Board in the TxDOT median for the CVB future event information. (Patel)
14. Discussion and possible action on the funds that will be necessary for the construction of sidewalks as per Kimley Horn planning and South Padre Island Transportation plan. (Patel)
15. Discussion and possible action on the responsible city staff for maintaining sidewalk, landscaping and minor drainage issues. (Patel)
16. Update on presentation given at recent coastal conferences entitled “South Padre Island’s Efforts of Balancing Natural Functioning Landforms and Tourism”. (Trevino)
17. Discussion and action to award contract for structural engineering services for the design of engineering services for beach access improvements at Ocean Circle; and authorize the City Manager to negotiate fees in association with this project. (Trevino)
18. Discussion and action to award contract for structural engineering services for the design of engineering services for beach access improvements at Moonlight Circle; and authorize the City Manager to negotiate fees in association with this project. (Trevino)
19. Discussion and action on the Beachfront Construction Certificate and Dune Protection Permit for Embassy Condominiums (2600 Gulf Blvd) to conduct a dune ridge construction project. (Trevino)
20. Discussion and possible action to approve a budget amendment in the amount of \$1,687 to fund attendance and panel participation of the 2016 NCER (National Conference on Ecosystem Restoration) in Coral Gables, Florida on April 18-22, 2016. (Trevino)
21. Discussion and action to approve renewal contract with Tyler Technologies in the amount of \$69,449.17 for software suite used on day-to-day business functions with integrated financial, personnel, citizen services, tax, court and public safety. (Infante)
22. Adjourn.

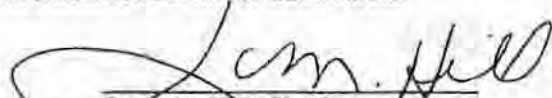
WE RESERVE THE RIGHT TO GO INTO EXECUTIVE SESSION REGARDING ANY OF THE ITEMS POSTED ON THIS AGENDA, PURSUANT TO SECTIONS 551.071, CONSULTATION WITH ATTORNEY; 551.072, DELIBERATIONS ABOUT REAL PROPERTY; 551.073, DELIBERATIONS ABOUT GIFTS & DONATIONS; 551.074, PERSONNEL MATTERS; 551.076, DELIBERATIONS 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 24<sup>TH</sup> DAY OF NOVEMBER 2015

  
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 NOVEMBER 24, 2015, AT/OR BEFORE 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.



  
Susan M. Hill, City Secretary

\*THIS FACILITY IS WHEELCHAIR ACCESSIBLE, AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT BUILDING OFFICIAL, JAY MITCHIM, ADA DESIGNATED RESPONSIBLE PARTY AT (956) 761-1025.

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

**MEETING DATE:** December 2, 2015

**ITEM DESCRIPTION**

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

Items to be considered are:

- a. Approve minutes of November 13, 2015 Special meeting, November 18, 2015 Regular meeting and November 19, 2015 Joint Workshop. (Hill)
- b. Approve invoices for payment. (Gimenez)
- c. Approve Resolution No. 2015-36 that amends Resolution No. 2010-05 and Resolution No. 678 by removing James Palumbo of Oxford Asset Management L.L.C. as the Registered Financial Advisor in reference to the employee 457 Deferred Compensation Plan. (DiLibero/Delgado/Gimenez)
- d. Approve Resolution No. 2015-37 to authorize the City Manager to apply for a Regional Solid Waste Grant with the Lower Rio Grande Valley Development Council for the purchase of a truck to be utilized for the City's recycling program. (Baldovinos)
- e. Approve Resolution No. 2015-38 in support the Causeway Run and Fitness Walk to be held on January 9, 2016, which is sponsored by the Port Isabel Chamber of Commerce. (Hancock)

**RECOMMENDATIONS/COMMENTS**

Approve Consent Agenda



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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** Susan Hill, City Secretary

**DEPARTMENT:** City Manager's Office

**ITEM**

Approve minutes of November 13, 2015 Special meeting, November 18, 2015 Regular meeting and November 19, 2015 Joint Workshop.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Approve Minutes

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

**FRIDAY, NOVEMBER 13, 2015**

**I. CALL TO ORDER**

The City Council Members of the City of South Padre Island, Texas held a Special Meeting on Wednesday, November 13, 2015 at the Municipal Complex Building, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Patel called the meeting to order at 9:00 a.m. A quorum was present: Council Member Dennis Stahl, Sam Listi and Alita Bagley with Council Member Alex Avalos out on a excused absence.

City staff members present were City Manager William DiLibero, Assistant City Manager Darla Jones and City Secretary Susan Hill.

**II. PLEDGE OF ALLEGIANCE**

Mayor Patel led the Pledge of Allegiance.

**III. PUBLIC COMMENTS AND ANNOUNCEMENTS**

Public comments and announcements were given at this time.

**IV. DISCUSSION AND ACTION TO APPROVE RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE NOVEMBER 3, 2015 GENERAL AND SPECIAL ELECTION.**

After Mayor Patel and Council Members opened and examined the Tally Sheet and Return Sheet for verification and accuracy, Council Member Bagley made a motion, seconded by Council Member Listi to approve Resolution No. 2015-35 canvassing the returns and declaring the results of the November 3, 2015 General and Special Election. Motion passed unanimously.

The official results are as follows:

**General Election – to elect two Council Members (Place 3 and Place 5):**

Candidate	Votes Cast Early	Votes Cast Election Day	Total
<b><u>Council Member, Place 3:</u></b>			
Theresa Metty	166	167	333
Sally Scaman	119	138	257

**Council Member, Place 5:** Unopposed and declared elected

Paul Munarriz

**Special Election – to fill vacancy for the unexpired term of Council Member Place 4**

Candidate	Votes Cast Early	Votes Cast Election Day	Total
<u>Council Member, Place 4:</u>			
Alita Bagley	168	165	333
Ron Pitcock	111	140	251

**V. DISCUSSION AND ACTION TO APPROVE RESOLUTION AND/OR LETTER OF SUPPORT FROM THE CITY OF SOUTH PADRE ISLAND TO CAMERON COUNTY IN SUPPORT OF THE CREATION OF A COUNTY-WIDE TRANSPORTATION REINVESTMENT ZONE. (PATEL)**

Council Member Sam Listi made a motion to approve Letter of Support to Cameron County for the creation of a countywide Transportation Reinvestment Zone (TRZ). Motion was seconded by Mayor Patel, which carried on a unanimous vote.

**VI. ADJOURN.**

There being no further business, Mayor Patel adjourned the meeting at 9:25 a.m.

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

APPROVED

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

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

**WEDNESDAY, NOVEMBER 18, 2015**

**I. CALL TO ORDER**

The City Council Members of the City of South Padre Island, Texas held a Regular Meeting on Wednesday, November 18, 2015 at the Municipal Complex Building, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Patel called the meeting to order at 5:30 p.m. A quorum was present: Council Member Dennis Stahl, Sam Listi, and Alita Bagley with Theresa Metty and Paul Munarriz taking their respective seats after administration of the Oath. Alex Avalos was out with an excused absence. Also present was City Attorney Paul Cunningham.

City staff members present were City Manager William DeLibero, Assistant City Manager Darla Jones, Police Chief Randy Smith, Public Works Director Armando Gutierrez, CVB Director Keith Arnold, Public Information Officer Gary Ainsworth, Finance Accountant Eddie Salazar and City Secretary Susan Hill.

**II. PLEDGE OF ALLEGIANCE**

Mayor Patel led the Pledge of Allegiance.

**III. RECOGNITION OF OUTGOING CITY COUNCIL MEMBER – SAM A. LISTI**

At this time Mayor Patel presented outgoing City Council Member Sam Listi with a plaque of appreciation. City Council Member Sam Listi vacated his seat at this time.

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

- a. **THERESA METTY, COUNCIL MEMBER PLACE 3**
- b. **ALITA BAGLEY, COUNCIL MEMBER PLACE 4**
- c. **PAUL MUNARRIZ, COUNCIL MEMBER PLACE 5**

Oaths and installation of newly elected and re-elected officials were given at this time.

**V. DISCUSSION AND ACTION TO APPROVE RESOLUTION NO. 2015-35 APPOINTING A MAYOR PRO-TEM AND ESTABLISHING AN EFFECTIVE DATE. (PATEL)**

Council Member Dennis Stahl made a motion, seconded by Council Member Metty to appoint Council Member Alita Bagley as Mayor Pro-tem. Motion carried on a unanimous vote.

5-5

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2015-35, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

**VI. PUBLIC COMMENTS AND ANNOUNCEMENTS**

Public comments and announcements were given at this time.

**VII. PRESENTATIONS AND PROCLAMATIONS:**

**a. PRESENTATION: RECOGNITION OF ELECTION CLERKS AND JUDGES**

**VIII. APPROVE CONSENT AGENDA:**

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

**a. APPROVE MINUTES OF NOVEMBER 4, 2015 REGULAR CITY COUNCIL MEETING. (HILL)**

**b. APPROVE INVOICES FOR PAYMENT. (GIMENEZ)**

Invoices approved for payment were paid by General Fund checks numbered 134027 through 134143 and EFT payments totaling \$400,096.47.

**c. APPROVE DISMISSAL OF HOTEL OCCUPANCY TAX PENALTIES AND INTEREST IN THE AMOUNT OF \$24.55 AND REPAYMENT SCHEDULE DUE FROM RANCHO TETILA, LLC. (GIMENEZ)**

**d. APPROVAL TO AMEND THE BUDGET FOR THE TRANSPORTATION PLAN UPDATE BEING PERFORMED BY KIMLEY-HORN IN THE AMOUNT OF \$72,814.04. (JONES)**

**e. APPROVE BUDGET AMENDMENT IN THE AMOUNT OF \$7,500 FOR PROFESSIONAL SERVICES ASSOCIATED WITH LOT APPRAISALS. (DLIBERO)**

**f. APPROVE SECOND AND FINAL READING OF ORDINANCE NO. 15-21 ANNEXING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF SOUTH PADRE ISLAND TO INCLUDE PROPERTY AND GRANT THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF SAID CITY, DESIGNATING THE NEWLY ANNEXED PROPERTY AS NORTHERN RESORT DISTRICT CHARACTER ZONE AND ADOPTING A SERVICE PLAN. (KIM)**



A true and correct copy of said Ordinance was placed in the City's Ordinance Book and entitled Ordinance No. 15-21, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

**g. APPROVE EXCUSED ABSENCE FOR COUNCIL MEMBER ALEX AVALOS FROM THE NOVEMBER 13, 2015 SPECIAL MEETING. (AVALOS)**

**IX. DISCUSSION AND ACTION TO APPROVE BUDGET AMENDMENT IN THE AMOUNT OF \$501,704 FOR THE BALANCE OF GULF BOULEVARD PHASE III AND CHANGE ORDER #5 IN THE AMOUNT OF \$77,545. CHANGE ORDER #5 IS FOR THE REPAIRS TO SUNSET DRIVE CAUSED BY THE WATER LINE BREAK OF TUESDAY, NOVEMBER 10, 2015. (GUTIERREZ)**

Mayor Patel made a motion to approve budget amendment in the amount of \$501,704 in the Street Maintenance Fund for the balance of Gulf Boulevard project Phase III, approve Change Order #5 to the Zimmerman contract not to exceed \$77,545. for repairs to the damages to Sunset Drive caused by the water break and to pursue reimbursement for the cost of the repairs to Sunset Drive from Time Warner Cable and their subcontractor. Motion was seconded by Council Member Bagley, which passed on a unanimous vote.

**X. DISCUSSION AND ACTION TO ENTER INTO CONTRACT WITH FRANK BEJARANO FOR TIRZ (TAX INCREMENT REINVESTMENT ZONE) MANAGEMENT SERVICES AND RELATED BUDGET AMENDMENT FOR TIRZ CONSULTING FEES. (JONES)**

Council Member Bagley made a motion, seconded by Council Member Munarriz to approve contract with Frank Bejarano for Tax Increment Reinvestment Zone (TIRZ) Management Services and approve budget amendment for the TIRZ Consulting fees. Motion carried unanimously.

**XI. DISCUSSION AND ACTION TO HAVE CITY MANAGER PRESENT TO CITY COUNCIL FOR APPROVAL, A NEGOTIATED CONTRACT WITH PETER A. RAVELLA CONSULTING (PARC). (DILIBERO)**

Mayor Patel made a motion to proceed with contract with Peter A. Ravella Consulting with an emphasis on Restore Act Funds. Motion was seconded by Council Member Bagley. Motion passed on a unanimous vote.

**XII. DISCUSSION AND ACTION ON REVIEW OF MONTHLY MAINTENANCE POLICIES ON ALL CITY OWNED BUILDINGS. (BAGLEY/JONES)**

Discussion was held – no action taken.

**XIII. DISCUSSION AND ACTION ON REVIEW OF THE PUBLIC SAFETY PROGRAM. (BAGLEY/SMITH)**

Mayor Patel made a motion, seconded by Council Member Stahl to have the City Manager provide a report summarizing the last nine months of the new Public Safety

Program; to report on a quarterly basis next year on how the program is proceeding and to evaluate after the program has operated for two years. Motion carried unanimously.

**XIV. ADJOURN.**

There being no further business, Mayor Patel adjourned the meeting at 7:29 p.m.

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

APPROVED

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

DRAFT

**MINUTES  
JOINT WORKSHOP  
CITY OF SOUTH PADRE ISLAND  
CITY COUNCIL, SHORELINE TASK FORCE AND  
ECONOMIC DEVELOPMENT CORPORATION**

**THURSDAY, NOVEMBER 19, 2015**

10:00 A.M. AT THE MUNICIPAL BUILDING, 2<sup>ND</sup> FLOOR  
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

**I. CALL TO ORDER**

The City Council Members, Shoreline Task Force and Economic Development Corporation of the City of South Padre Island, Texas held a Joint Workshop on Thursday, November 19, 2015 at the Municipal Complex Building, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Patel called the workshop to order at 10:00 a.m. Those present were: Council Member's Dennis Stahl, Alex Avalos, Theresa Metty, Alita Bagley and Paul Munarriz. Shoreline Task Force Member's Troy Giles, Rob Nixon, Virginia Guillot, Neil Rasmussen and Charlie Brommer. Economic Development Corporation Directors Joanne Williams, Beth Vance and EDC Director Darla Lapeyre.

City staff members present were City Manager William DiLibero, Assistant City Manager Darla Jones, Police Chief Randy Smith, Public Works Director Armando Gutierrez, Development Director Sungman Kim, Coastal Resources & Parks Administrator Manager Reuben Trevino and City Secretary Susan Hill.

**II. PLEDGE OF ALLEGIANCE**

Mayor Patel led the Pledge of Allegiance.

**III. PUBLIC COMMENTS AND ANNOUNCEMENTS**

None.

**IV. DISCUSSION REGARDING GRANT PROJECTS WITH PETER RAVELLA OF PARC (PETER A. RAVELLA CONSULTING).**

Discussion was held between all groups on what projects the City should pursue, possible funding sources (including City match) that would be needed. Peter Ravello outlined three projects, which included the Corral Street Public Boat Ramp, Eco-Tourism Facilities Project and the Causeway Trail Rehabilitation and Extension Project. Each project was talked about at length and it was suggested that a group of four works together with PARC to pursue all three projects for the January 2016 submittal deadline.

**V. ADJOURN.**

There being no further discussion, Mayor Patel adjourned the workshop at 11:41 a.m.

---

Susan M. Hill, City Secretary

APPROVED

---

Bharat R. Patel, Mayor

DRAFT

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

**MEETING DATE:** December 2, 2015

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

**DEPARTMENT:** Finance

**ITEM**

Approve invoices for payment by General Fund checks numbered 134144 through 134179 and EFT payments totaling \$17,325.06.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**



11/17/2015 1:00 PM

## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 1

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001017	AIR EVAC LIFETEAM	I-111715	01 2488	AIR EVAC LIFE: EMPLOYEE CONTRIBUTIO	134144		198.00
				VENDOR 01-001017 TOTALS			198.00
01-001297	AMERICAN FUNDS	I-111715	01 2485	AMERICAN GENE: EMPLOYEE SALARY ALLO	134149		83.08
				VENDOR 01-001297 TOTALS			83.08
01-002434	CINDY BOUDLOCHE	I-DWC201511165893	01 2469	DEBTORS WAGE : CASE NO 11-70848-M-1	134152		2,538.46
01-002434	CINDY BOUDLOCHE	I-DWD201511165893	01 2469	DEBTORS WAGE : CASE NO 14-10370	134152		542.31
				VENDOR 01-002434 TOTALS			3,080.77
01-003185	OFFICE OF THE ATTY GEN	I-C00201511165893	01 2473	CHILD SUPPORT: ORDER # 2015-DCL-018	000000		353.08
01-003185	OFFICE OF THE ATTY GEN	I-C10201511165893	01 2473	CHILD SUPPORT: A/N 2004094864B	000000		282.92
01-003185	OFFICE OF THE ATTY GEN	I-C13201511165893	01 2473	CHILD SUPPORT: A/N 0013262861	000000		122.31
01-003185	OFFICE OF THE ATTY GEN	I-C16201511165893	01 2473	CHILD SUPPORT: A/N 2002031289D	000000		146.77
01-003185	OFFICE OF THE ATTY GEN	I-C21201511165893	01 2473	CHILD SUPPORT: A/N 0011549506	000000		146.31
01-003185	OFFICE OF THE ATTY GEN	I-C24201511165893	01 2473	CHILD SUPPORT: A/N 0011488748	000000		392.07
01-003185	OFFICE OF THE ATTY GEN	I-CS1201511165893	01 2473	CHILD SUPPORT: A/N 0012375322	000000		294.33
01-003185	OFFICE OF THE ATTY GEN	I-CS9201511165893	01 2473	CHILD SUPPORT: #0009529310	000000		108.00
01-003185	OFFICE OF THE ATTY GEN	I-C67201511165893	01 2473	CHILD SUPPORT: ORDER NO 2012-DCL-00	000000		151.38
01-003185	OFFICE OF THE ATTY GEN	I-C77201511165893	01 2473	CHILD SUPPORT: A/N 0010353126	000000		159.23
01-003185	OFFICE OF THE ATTY GEN	I-C82201511165893	01 2473	CHILD SUPPORT: ORDER #2012-DCL-0866	000000		418.62
01-003185	OFFICE OF THE ATTY GEN	I-C91201511165893	01 2473	CHILD SUPPORT: AG 0012920905	000000		296.77
01-003185	OFFICE OF THE ATTY GEN	I-C93201511165893	01 2473	CHILD SUPPORT: ORDER # 99125207D	000000		127.38
01-003185	OFFICE OF THE ATTY GEN	I-C95201511165893	01 2473	CHILD SUPPORT: CASE #0013025749	000000		150.92
				VENDOR 01-003185 TOTALS			3,150.09
01-006163	AMERICAN GENERAL LIFE	I-111715	01 2485	AMERICAN GENE: EMPLOYEE SALARY ALLO	134155		267.09
				VENDOR 01-006163 TOTALS			267.09
01-007001	ANA GARZA	I-C04201511165893	01 2473	CHILD SUPPORT: A/N 2003-03-1480-B	134156		194.88
				VENDOR 01-007001 TOTALS			194.88
01-019222	S.F.I. FIREFIGHTERS AS	I-111715	01 2472	FIREFIGHTERS : ASSOCIATION DUES 11/	134169		362.00
				VENDOR 01-019222 TOTALS			362.00

11/17/2015 1:00 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 2

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
*****							
01-019327	SOUTH PADRE ISLAND PRO I-111715		01 2487	POLICE DEPT A:	ASSOCIATION DUES 11- 999999		225.00
						VENDOR 01-019327 TOTALS	225.00

DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	7,560.91
------------	------------------	--------	----------

11/17/2015 1:00 PM

## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 3

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 511 CITY COUNCIL

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001414	ALEX AVALOS	I-2015-02	01 511-0550-011	ALEX AVALOS	: ANNUAL COMPENSATION	134150	1.00
VENDOR 01-001414 TOTALS							1.00
01-001992	ALITA BAGLEY	I-2015-03	01 511-0550-021	ALITA BAGLEY	: ANNUAL COMPENSATION	134151	1.00
VENDOR 01-001992 TOTALS							1.00
01-012125	SAM A. LISTI	I-2015-04	01 511-0550-022	SAM LISTI	: ANNUAL COMPENSATION	134160	1.00
VENDOR 01-012125 TOTALS							1.00
01-016137	BHARAT PATEL	I-2014-01	01 511-0550-024	BARRY PATEL	: ANNUAL COMPENSATION	134162	1.00
01-016137	BHARAT PATEL	I-2015-01	01 511-0550-024	BARRY PATEL	: ANNUAL COMPENSATION	134163	1.00
VENDOR 01-016137 TOTALS							2.00
01-019527	DENNIS STAHL	I-2015-05	01 511-0550-026	DENNIS STAHL	: ANNUAL COMPENSATION	134173	1.00
VENDOR 01-019527 TOTALS							1.00
DEPARTMENT 511 CITY COUNCIL						TOTAL:	6.00

11/17/2015 1:00 PM

## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 4

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-009163	JUAN INFANTE	I-111715	01 515-0550	TRAVEL EXPENS:	CASH ADVANCE: MCALLE	134158	86.54
VENDOR 01-009163 TOTALS							86.54
01-019502	AT&T	I-110315	01 515-0501	COMMUNICATION:	AT&T FAX LINES & LAN	134171	36.63
01-019502	AT&T	I-11032015	02 515-0501	COMMUNICATION:	AT&T FAX LINES & LAN	134171	89.43
01-019502	AT&T	I-11315	01 515-0501	COMMUNICATION:	AT&T FAX LINES & LAN	134171	858.71
VENDOR 01-019502 TOTALS							984.77
01-020185	TIME WARNER CABLE	I-111015	01 515-0415	SERVICE CONTR:	SERVICE@FIRE DEPT.	134175	278.61
VENDOR 01-020185 TOTALS							278.61
DEPARTMENT 515 TECHNOLOGY DEPARTMENT TOTAL:							1,349.92

11/17/2015 1:00 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 5

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 516 HUMAN RESOURCES

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019243	MEDICAL ASSOCIATES OF	I-103015	01 516-0530	PROFESSIONAL : DRUG SCREEN: J.L.	OL 134170		25.00
						VENDOR 01-019243 TOTALS	25.00
DEPARTMENT 516 HUMAN RESOURCES						TOTAL:	25.00



11/17/2015 1:00 PM

## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 6

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001169	MICHAEL AGUILAR	I-110615	01 521-0550	TRAVEL EXPENS:	MILEAGE EXP. SPI - D 134147		450.12
					VENDOR 01-001169 TOTALS		450.12
01-1	POLICE EXECUTIVE RESEA	I-5576	01 521-0551	DUES & MEMBER:	POLICE EXECUTIVE RES 134178		200.00
					VENDOR 01-1 TOTALS		200.00
				DEPARTMENT 521	POLICE DEPARTMENT	TOTAL:	650.12

11/17/2015 1:00 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 7

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020063	TEXAS DEPT OF LICENSIN	I-111215	01 522-0551	DUES & MEMBER:	ELEVATOR FEE FOR FIR	134174	20.00
						VENDOR 01-020063 TOTALS	20.00
						DEPARTMENT 522 FIRE DEPARTMENT TOTAL:	20.00

11/17/2015 1:00 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 8

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 532 HEALTH/CODE ENFORCEMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008133	MIGUEL ANGEL HERNANDEZ	I-022	01 532-0545	LOT MOWING	: MOWING @ 4800 PADRE	999999	35.00
01-008133	MIGUEL ANGEL HERNANDEZ	I-023	01 532-0545	LOT MOWING	: MOWING @ 130 E. KING	999999	30.00
VENDOR 01-008133 TOTALS							65.00

DEPARTMENT 532 HEALTH/CODE ENFORCEMENT TOTAL: 65.00

11/17/2015 1:00 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 9

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 540 FLEET MANAGEMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
=====							
01-018031	ALFREDO RAMOS	I-57-2015	01 540-0420-02	REPAIRS & MAI:	WORK ON ENG # 1, CLE 134166		403.72
						VENDOR 01-018031 TOTALS	403.72
						DEPARTMENT 540 FLEET MANAGEMENT TOTAL:	403.72
-----							

11/17/2015 1:00 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 10

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
=====							
01-006095	RULESINDO CANO FLORES	I-890722	01 543-0412	LANDSCAPE	: TRIM 83 PALMS	134154	996.00
VENDOR 01-006095 TOTALS							996.00
DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL:							996.00

-----



11/17/2015 1:00 PM

## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 11

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013404	MOUNTAIN GLACIER, LLC	I-0300799841	01 570-0581	WATER, SEWER, :	BOTTLED WATER DEL. P	134161	51.00
01-013404	MOUNTAIN GLACIER, LLC	I-0300804321	01 570-0581	WATER, SEWER, :	BOTTLED WATER DEL. P	134161	61.00
					VENDOR 01-013404 TOTALS		112.00
01-016304	PITNEY BOWES	I-110315	01 570-0101	OFFICE SUPPLI:	POSTAGE METER	134165	29.99
					VENDOR 01-016304 TOTALS		29.99
				DEPARTMENT 570	GENERAL SERVICES	TOTAL:	141.99
				VENDOR SET 01	GENERAL FUND	TOTAL:	11,218.66

11/17/2015 1:00 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 12

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
=====							
01-019525	STATE BAR OF TEXAS	I-111215	02 43013	REFUND OVERPA	REFUND OF CITY OCCUP	134172	351.49
VENDOR 01-019525 TOTALS							351.48
DEPARTMENT NON-DEPARTMENTAL TOTAL:							351.48

-----

11/17/2015 1:00 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 13

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020602	TOUCAN GRAPHICS	C-18950-0	02 590-0101	OFFICE SUPPLI:	NAME BADGES PAID WIT 134176		46.79-
01-020602	TOUCAN GRAPHICS	I-18950	02 590-0101	OFFICE SUPPLI:	2-NAME BADGES, YOLAN 134176		46.79
VENDOR 01-020602 TOTALS							0.00
DEPARTMENT 590 VISITORS BUREAU TOTAL:							0.00

11/17/2015 1:00 PM

## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 14

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES &amp; ADMINISTRATION

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN C-571286-0		02 592-0101	OFFICE SUPPLI: 1- BLK MESH COPYHOLD	134146		23.86-
01-001129	A & W OFFICE SUPPLY IN I-572031-0		02 592-0101	OFFICE SUPPLI: XEROX CARTG. (3)	134146		406.05
VENDOR 01-001129 TOTALS							382.19
01-004279	E&F AUDIO VISUAL RENTA I-7050		02 592-0538	CONVENTION SE: AUDIO VISUAL SET UP	134153		1,755.84
VENDOR 01-004279 TOTALS							1,755.84
01-020602	TOUCAN GRAPHICS	I-18662	02 592-0101	OFFICE SUPPLI: NAME BADGE ROSA ZAPA	134176		25.05
VENDOR 01-020602 TOTALS							25.05
01-1	BUSINESS & TOURISM	I-111215	02 592-0530	PROFESSIONAL : BUSINESS & TOURISM :	134177		250.00
VENDOR 01-1 TOTALS							250.00
DEPARTMENT 592 SALES & ADMINISTRATION TOTAL:							2,413.08

11/17/2015 1:00 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 15

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020602	TOUCAN GRAPHICS	I-19008	02 593-8050	ENTRANCE SIGN: 1-	15 X 13 MESH MEDI	134176	295.00
VENDOR 01-020602 TOTALS							295.00
DEPARTMENT 593 EVENTS MARKETING TOTAL:							295.00
VENDOR SET 02 HOTEL/MOTEL TAX FUND TOTAL:							3,059.56

11/17/2015 1:00 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 16

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019525	STATE BAR OF TEXAS	I-111215	06 43013	REFUND OVERPA:	REFUND OF CITY OCCUP	134172	106.12
						VENDOR 01-019525 TOTALS	106.12
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	106.12

11/17/2015 1:00 PM

## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 17

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001129	A & W OFFICE SUPPLY IN	I-571957-0	06 565-0101	OFFICE SUPPLI: 1-	DOCUMENT WEDGE CO	134146	7.73
VENDOR 01-001129 TOTALS							7.73
01-001255	SUE HOFF	I-23271	06 565-0130	WEARING APPAR: 45-	MISC. T -SHIRTS	134148	408.52
VENDOR 01-001255 TOTALS							408.52
01-007600	GULF COAST PAPER CO. I	C-1037491	06 565-0160	LAUNDRY & JAN: ANTI-BAC	HAND WASH R	134157	37.96-
01-007600	GULF COAST PAPER CO. I	I-1040437	06 565-0160	LAUNDRY & JAN: ROLL	TWLS, TISSUE, M	134157	374.21
VENDOR 01-007600 TOTALS							336.25
01-018288	JOSE LUIS RODRIGUEZ	I-111215	06 565-0513	TRAINING EXPE: REIMBURSE	SUPERVISOR	134167	99.00
VENDOR 01-018288 TOTALS							99.00
01-019012	SOUTH LAGUNA INVESTMEN	I-801662	06 565-0160	LAUNDRY & JAN: TABLESKIRTS,	DRAPES,	134168	191.07
VENDOR 01-019012 TOTALS							191.07

DEPARTMENT 565 CONVENTION CENTER OPER TOTAL: 1,042.57

VENDOR SET 06 CONVENTION CENTER FUND TOTAL: 1,148.69



11/17/2015 1:00 PM

## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 18

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 591 SPI METRO

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001123	ADVANCE AUTO PARTS	I-6426531372383	30	591-0420	MOTOR VEHICLE:	72 QTS. 5W20 OIL -IS 134145		208.80
						VENDOR 01-001123 TOTALS		208.80
01-012091	CINTAS UNIFORM	I-538626100	30	591-0130	WEARING APPAR:	UNIFORMS, TRANSIT DR 134159		148.30
						VENDOR 01-012091 TOTALS		148.30
01-016186	LUIS ISRAEL PEREZ	I-2024	30	591-0420	MOTOR VEHICLE:	5 UNITS WASHED/WAXED 134164		175.00
						VENDOR 01-016186 TOTALS		175.00
					DEPARTMENT 591	SPI METRO	TOTAL:	532.10

11/17/2015 1:00 PM

## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 19

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 595 METRO CONNECT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-012091	CINTAS UNIFORM	I-538626100	30 595-0130	WEARING APPAR: UNIFORMS, TRANSIT DR	134159		32.45
				VENDOR 01-012091	TOTALS		32.45
01-016186	LUIS ISRAEL PEREZ	I-2023	30 595-0420	MOTOR VEHICLE: 3 UNITS WASHED/WX	40 134164		105.00
				VENDOR 01-016186	TOTALS		105.00
				DEPARTMENT 595	METRO CONNECT	TOTAL:	137.45
				VENDOR SET 30	TRANSPORTATION	TOTAL:	669.55

11/17/2015 1:00 PM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 20

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 62 BAY ACCESS FUND

DEPARTMENT: 543 PUBLIC WORKS

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-006095	RULESINDO CANO FLORES	I-890720	62 543-0412	LANDSCAPING	: 2015/2016 BAY END CO	134154	1,200.00
VENDOR 01-006095 TOTALS							1,200.00
DEPARTMENT 543 PUBLIC WORKS TOTAL:							1,200.00
VENDOR SET 62 BAY ACCESS FUND TOTAL:							1,200.00

11/17/2015 1:00 PM

## REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 21

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 81 BEACH NOURISHMENT

DEPARTMENT: N/A NON-DEPARTMENTAL

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 11/17/2015 THRU 11/19/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT		
01-019525	STATE BAR OF TEXAS	I-111215	81 43013	REFUND OVERPA	REFUND OF CITY OCCUP	134172	28.60		
						VENDOR 01-019525 TOTALS	28.60		
						DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	28.60
						VENDOR SET 81	BEACH NOURISHMENT	TOTAL:	28.60
						REPORT GRAND TOTAL:	17,325.06		

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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** William A. DiLibero, City Manager  
Wendi Delgado, Administrative Services Director  
Rodrigo Gimenez, Finance Director

**DEPARTMENT:** City Manager, Administrative Services, Finance

**ITEM**

Approve Resolution 2015-36 that amends Resolution 2010-05 and Resolution 678 by removing James Palumbo of Oxford Asset Management L.L.C. as the Registered Financial Advisor in reference to the employee 457 Deferred Compensation Plan and replaces his name with Jerry Klinger of Wells Fargo Advisors.

**ITEM BACKGROUND**

On November 4<sup>th</sup>, 2015 the City Council approved the termination of the Investment Advisory Agreement with James Palumbo L.L.C. as the Registered Investment Advisor related to the employee 457 deferred compensation plan.

In the best interest of the employee plan, the Trustees are recommending Jerry Klinger with Wells Fargo as the new Registered Financial Advisor for the employee 457 deferred compensation plan.

Attached: Proposed Rates and Services

**BUDGET/FINANCIAL SUMMARY**

The Investment Advisor fees are paid for by the participating employees. This service is not funded by the City.

Current Account Assets: \$646,691.58

The previous Registered Advisor Fees were as follows:

Assets			Annualized
\$1.00	to	\$99,999.00	2.50%
\$100,000	to	\$249,999.00	1.98%
\$250,000	to	\$749,999.00	1.50%

5-12

\$750,000	to	\$999,999.00	1.25%
\$1,000,000	and over		1.00%

Wells Fargo – Jerry Klinger Rates are as follows:

\$1.00	to	\$1,000,000	.50%
Everything over \$1,000,000			.25%

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Staff recommends approval of this item.



**RESOLUTION NO. 2015-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING RESOLUTION NO. 2010-05 AND RESOLUTION NO. 678 TO REMOVE THE APPOINTMENT OF JAMES PALUMBO OF OXFORD ASSET MANAGEMENT LLC AS ITS REGISTERED INVESTMENT ADVISOR AND TO APPOINT JERRY L. KLINGER OF WELLS FARGO ADVISORS AS THE REPLACEMENT REGISTERED INVESTMENT ADVISOR FOR THE 457 DEFERRED COMPENSATION PLAN**

**WHEREAS**, on the 7<sup>TH</sup> day of April 1993, the Town of South Padre Island adopted the U.S. Conference of Mayors Deferred Compensation Program to establish a deferred compensation plan for voluntary participation, and

**WHEREAS**, it is generally recognized that a deferred compensation plan for employees is a significant tool in recruiting and retaining such personnel; and

**WHEREAS**, the City of South Padre Island provides for a 457 plan which is a type of non-qualified tax advantaged deferred-compensation retirement plan that is available for governmental and certain non-governmental employers in the United States. The City of South Padre Island provides for the plan and the employee defers compensation into it on a pre-tax basis; and

**WHEREAS**, the appointment of appropriate representatives be hereby authorized and directed to act on behalf of the employer and its participants to oversee the plan as the City of South Padre Island has fiduciary responsibility for oversight of the plan and the education of its employees regarding the plan and therefore should appoint a Registered Financial Advisor to act on behalf of the employees who participant in the 457 plan; and

**WHEREAS**, on the 4<sup>th</sup> day of November 2015, the City of South Padre Island approved the termination of James Palumbo of Oxford Asset Management L.L.C. as the Registered Investment Advisor pursuant to the Investment Advisory Agreement.



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

**Section 1:** The City Council supports and approves the termination of Jim Palumbo of Oxford Asset Management, LLC as its Registered Financial Advisor.

**Section 2:** The City Council supports and approves the appointment of Jerry L. Klinger of Wells Fargo Advisors as the replacement registered investment advisor for the employee 457 Deferred Compensation Plan.

**PASSED, APPROVED AND ADOPTED** on this the 2nd day of December, 2015.

ATTEST:

CITY OF SOUTH PADRE ISLAND, TEXAS

---

Susan M. Hill, City Secretary

---

Bharat R. Patel, Mayor

Wendi Delgado

---

**From:** jerry.klinger@wellsfargoadvisors.com  
**Sent:** Friday, November 13, 2015 4:27 PM  
**To:** Wendi Delgado  
**Subject:** Advisor fee

Wendi,

Good afternoon!

Here is what I would charge for the 457 plan.

The first 1,000,000 Fee - .50%  
Everything over 1,000,000 Fee - .25%

This considerably less than what the participants are paying know. Let me know if you have any questions.

Have a good weekend!

**Jerry L. Klinger, AAMS**  
**Vice President - Investments**  
**Wells Fargo Advisors, LLC**  
**2334 Boca Chica Blvd. Ste 400**  
**Brownsville, TX 78521**

**Ph. (956) 541-8344**  
**Toll-free (800) 688-1224**  
**Fax (956) 542-2827**  
**Email: [jerry.klinger@wfsadvisors.com](mailto:jerry.klinger@wfsadvisors.com)**

**Visit my website at:**  
**<http://www.wfsadvisors.com/jerry.klinger>**

---

ATTENTION: THIS E-MAIL MAY BE AN ADVERTISEMENT OR SOLICITATION FOR PRODUCTS AND SERVICES

To unsubscribe from marketing e-mails from:

• An individual Wells Fargo Advisors financial advisor: Reply to one of his/her e-mails and type "Unsubscribe" in the subject line.

• Wells Fargo and its affiliates: Unsubscribe at <https://www.wellsfargoadvisors.com/wellsfargo-unsubscribe>

Neither of these actions will affect delivery of important service messages regarding your accounts that we may need to send you or preferences you may have previously set for other e-mail services.

For additional information regarding our electronic communication policies, visit <http://wellsfargoadvisors.com/disclosures/email-disclosure.html>.

Wells Fargo Advisors, LLC is a separate nonbank affiliate of Wells Fargo & Company, Member FINRA/SIPC, 1 North Jefferson, St. Louis, MO 63103

## Our Retirement Plan Approach

JERRY L. KLINGER, Vice President - Investment Officer

*My goal is to provide quality investment planning service for the purpose of assisting clients in achieving their financial goals.*

### Why Choose Us

- 10 years experience as a Financial Advisor
- Educational material available
- Annual Plan review and quarterly trustee meetings
- Other investment solutions for life events

### Wells Fargo Advisors

Wells Fargo Advisors, which traces its roots to 1879, grew through mergers with highly respected regional and national firms. It is a non-bank affiliate of Wells Fargo & Company, one of the nation's largest and highly respected financial institutions. In business since 1852 and named on Fortune magazine's World's Most Admired Companies list for 2009, 2010, 2011, 2012, 2013, 2014 and 2015, Wells Fargo is known and respected for its responsible stewardship of its clients' assets.



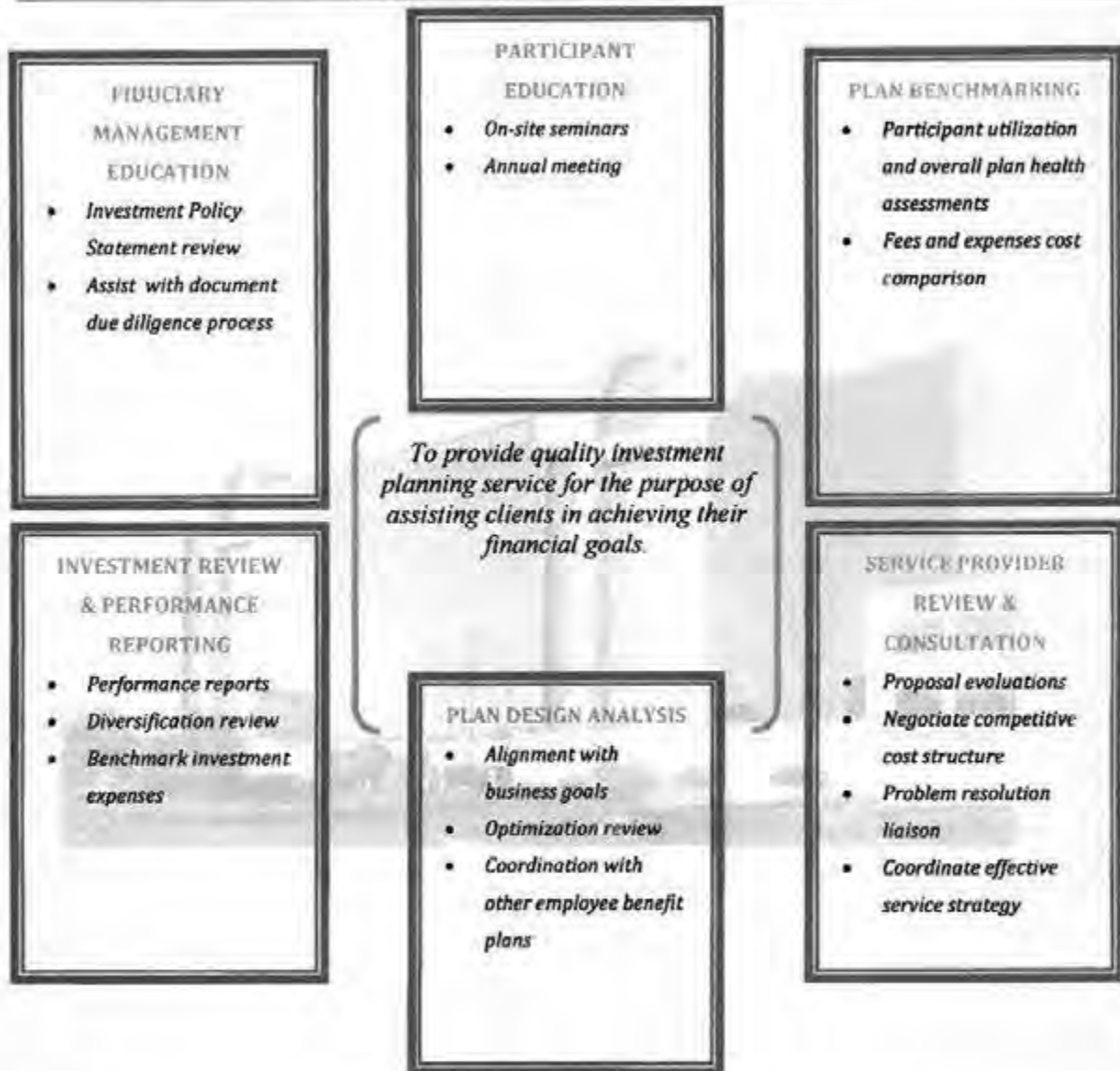
JERRY L. KLINGER  
Vice President Investment Officer

2334 Boca Chica Blvd  
Suite 400  
Brownsville, TX 78521  
956-541-6344 phone  
800-688-1224 toll-free  
956-542-2827 fax  
jerry.klinger@wfadvisors.com

Investment and Insurance Products: ► NOT FDIC Insured ► NO Bank Guarantee ► MAY Lose Value

Wells Fargo Advisors, LLC, Member SIPC, is a registered broker-dealer and a separate non-bank affiliate of Wells Fargo & Company.  
©2015 Wells Fargo Advisors, LLC. All rights reserved.

# Retirement Plan Service Model for Plan Sponsors



Wells Fargo Advisors and its financial advisors provide non-fiduciary services only. They do not provide investment advice (as defined under the Employee Retirement Income Security Act of 1974 as amended ("ERISA")), have any discretionary authority with respect to the plan, make any investment or other decisions on behalf of the plan, or otherwise take any action that would make them fiduciaries to the plan under ERISA. Wells Fargo Advisors does not act as a fiduciary and does not provide tax or legal advice. However, we will be glad to work with you, your accountant, tax advisor and or lawyer to help you meet your financial goals.

**Investment and Insurance Products: ▶ NOT FDIC Insured ▶ NO Bank Guarantee ▶ MAY Lose Value**

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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** J. Victor Baldovinos

**DEPARTMENT:** Environmental Health Services

**ITEM**

Approve Resolution No. 2015-37 authorizing the submission of a grant application to the Lower Rio Grande Valley Development Council; and authorize the City Manger to execute all documents pertaining to the grant for the purchase of a vehicle for the City's Recycling Program.

**ITEM BACKGROUND**

The Environmental Health Services Department would like to apply for a grant with the Lower Rio Grande Valley Development Council. If awarded, the grant would pay for a truck that would be utilized for recycling efforts.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Staff recommends approval.



**RESOLUTION NO. 2015-37**

**RESOLUTION OF CITY OF SOUTH PADRE ISLAND AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (COG) FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING WILLIAM DILIBERO (CITY MANAGER) TO ACT ON BEHALF OF CITY OF SOUTH PADRE ISLAND IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED CITY OF SOUTH PADRE ISLAND WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.**

**WHEREAS**, the Lower Rio Grande Valley Development Council is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation the COG's adopted regional solid waste management plan; and

**WHEREAS**, City of South Padre Island in the State of Texas is qualified to apply for grant funds under the Request for Applications.

**NOW, THEREFORE, BE IT RESOLVED BY CITY OF SOUTH PADRE ISLAND IN 4601 PADRE BOULEVARD, SOUTH PADRE ISLAND TEXAS;**

1. That William DiLibero, City Manager is authorized to request grant funding under the Lower Rio Grande Valley Development Council Request for Applications of the Regional Solid Waste Grants Program and act on behalf of City of South Padre Island in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, the City of South Padre Island will comply with the grant requirements of the Lower Rio Grande Valley Development Council, Texas Commission on Environmental Quality and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.

4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

**PASSED, APPROVED AND ADOPTED** on this the 2nd day of December, 2015

**CITY OF SOUTH PADRE ISLAND, TEXAS**

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

**ATTEST:**

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



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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** Mary K. Hancock, Permits/Parks & Rec. Program Mgr.

**DEPARTMENT:** Coastal Resources/Permitting

**ITEM**

Approve Resolution No. 2015-38 in support the Causeway Run and Fitness Walk to be held on January 9, 2016, which is sponsored by the Port Isabel Chamber of Commerce.

**ITEM BACKGROUND**

TXDOT requires a resolution from the City Council to permit lane closures for this event starting in Port Isabel, crossing the Queen Isabella Memorial Causeway, north on Padre Blvd to West Atol and south on Laguna ending at Louie's Backyard. This is a Port Isabel Chamber of Commerce event and will execute contract with TxDOT (Texas Department of Transportation) for the lane closure.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**



**RESOLUTION NO. 2015-38**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SOUTH PADRE ISLAND, TEXAS, APPROVING THE  
TEMPORARY CLOSURE OF HIGHWAY 100 FOR THE  
CAUSEWAY RUN AND FITNESS WALK EVENT ON  
JANUARY 9, 2015.**

**WHEREAS**, the 32<sup>nd</sup> Annual Longest Causeway & Fitness Walk, produced by The Port Isabel Chamber of Commerce, is an annual event beginning in Port Isabel and ending at Louie's Backyard on South Padre Island; and

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

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

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

**Section 1.** The City Council hereby adopts Resolution No. 2015-38 supporting the temporary closure of Hwy. 100 on Jan. 9, 2015 for this event and will provide traffic control for the temporary closure of Hwy. 100 to provide safe travel for participants and the general public.

**PASSED, APPROVED AND ADOPTED** on this the 2nd day of Decemberr, 2015.

**CITY OF SOUTH PADRE ISLAND, TEXAS**

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

**ATTEST:**

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

---

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



---

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

Mary K. Hancock  
Permit-Park & Recreation Manager  
City of South Padre Island  
4601 Padre Blvd.  
South Padre Island, TX 78597

Nov. 10, 2015

Dear Mary K.,

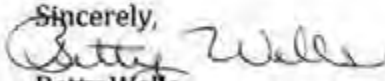
The Port Isabel Chamber of Commerce is once again seeking the support of the City of South Padre Island in our plans for the 32<sup>nd</sup> Annual Longest Causeway Run & Fitness Walk, scheduled to be held on Saturday, Jan. 9, 2016.

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

I have attached a copy of the route map and will be happy to provide any additional information you might need. There are no major changes for the 2016 event.

We have always appreciated the support both cities have provided for this event in the past. In 2015, the event attracted more than 3,400 participants in spite of near freezing temperatures and rain. We are looking forward to a large turnout again with the 32<sup>nd</sup>. Please feel free to contact me if you have any questions.

Sincerely,

  
Betty Wells  
President

5-24



## **South Padre Island Police Department**

*Randy Smith, Chief*

Port Isabel Chamber of Commerce  
Attn: Betty Wells

11/10/15

Ref: Traffic Management Plan, 32nd Annual Longest Causeway Run and Fitness Walk on January 09, 2016

### **Purpose**

The purpose of this plan is to best manage traffic flow during the 32nd 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. Identify 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 block 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.

A handwritten signature in black ink that reads "Randy Smith".

Randy Smith  
Chief of Police

*City of South Padre Island -- Police Department -- Randy Smith, Chief*

---

4601 Padre Boulevard • South Padre Island, Texas 78597 • 956.761.8147 • Fax 956.761.3896

5-25



**32nd Annual Longest Causeway Run & Fitness Walk**  
**January 9, 2016 – 10 a.m. – Port Isabel, Texas**  
**HOSTED BY THE Port Isabel Chamber of Commerce**

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

**COST:** Causeway Run \$30.00. Fitness Walk \$25.00. Students & military personnel with ID \$15.00.

**EARLY REGISTRATION:** Before Dec. 31, 2015, mail to Port Isabel Chamber of Commerce, 302 E. Queen Isabella, Suite C, Port Isabel, TX 78578 or register in person until 5:00 p.m. Thursday, Jan. 7, 2016 at the Chamber office. Registrations cannot be processed unless RUNNER or WALKER category is selected.

**LATE REGISTRATION IN PERSON:** Friday, Jan. 8, 2016, 5:00 to 7:00 p.m., Port Isabel Community Center, 213 Yturria St., Port Isabel and Saturday, Jan. 9, 2016 7:00 to 9:00 a.m. at the Community Center. Cutoff time is 9:00 a.m. sharp. **LATE FEE: Add \$5 for runners only. No credit card use during late registration. NO REFUNDS.**

**T-SHIRT AND WALKER WRISTBAND PICK UP:** Participants may check in at the Port Isabel Chamber office Mon.-Thurs. the week of the event from 9:00 a.m. to 5:00 p.m. to pick up their T-shirts and walker wristbands. **RUNNERS: DISPOSABLE TIMING CHIPS AND BIBS WILL BE HANDED OUT AT LATE REGISTRATION FRIDAY AND SATURDAY AT THE COMMUNITY CENTER. T-SHIRTS ARE GUARANTEED TO THE FIRST 4,500 PARTICIPANTS TO CHECK IN. SIZES CANNOT BE GUARANTEED.**

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

**FITNESS WALK COURSE: 3 miles.** This course starts at the Port Isabel Community Center, then right on Davis St., right on Musina St., left on Maxan St., right on Garcia St. and left on Highway 100. The finish line will be at the Padre Balli statue on South Padre Island.

Shuttle service will be available to Louie's Backyard to the runners' awards ceremonies or back to Port Isabel. **THIS IS NOT A RACE. IT IS A PARTICIPATION WALK.** Participation medals will be presented to those walkers crossing the finish line.

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

**AWARDS & PRESENTATIONS; CASH AWARDS TO OVERALL FIRST 3 PLACES BOTH MALE & FEMALE RUNNERS! \$500-1<sup>st</sup>; \$300-2<sup>nd</sup>; \$200-3<sup>rd</sup>.** Medals will be given to the overall male and female winners as well as first through third place winner in each male and female age division of the 10K. Overall winners will be ineligible for awards in their respective age divisions. All runners crossing the finish line will receive participation medals. Awards will be presented at the awards ceremony immediately following the race and scoring at Louie's. FREE refreshments will be available as supplies last.

**FOR RUN, WALK, ACCOMMODATIONS & ACTIVITIES INFORMATION, CALL:** Port Isabel Chamber of Commerce, 1-800-527-6102 or (956) 943-2262 or email [director@portisabel.org](mailto:director@portisabel.org).

Fill out and detach the Registration Form below. Fax to 956.943.4001 or mail to PICC, 302 E. Queen Isabella Blvd., Ste. C, Port Isabel, TX 78578

**Registration for:      RUN or      WALK** (Make checks payable to Port Isabel Chamber of Commerce)  
Please check or circle the applicable options. Registration cannot be processed unless RUNNER or WALKER category is selected.

**Name:** \_\_\_\_\_ **Sex:** Male/Female **Phone:** \_\_\_\_\_

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

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

**Credit Card #** \_\_\_\_\_ (M/C – VISA) \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_

**Running Club:** \_\_\_\_\_ **Age:** \_\_\_\_\_

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

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

**WAIVER STATEMENT:** I waive any and all claims for myself, my administrator and my heirs against all officials, sponsors and organizations, executors of the State of Texas, Texas Highway Department, County of Cameron, City of Port Isabel, Town of South Padre Island, Port Isabel Chamber of Commerce, the timing officials and any and all volunteers connected with the 31st ANNUAL LONGEST CAUSEWAY RUN AND FITNESS WALK, for injury or illness which is directly or indirectly a result from my participation in this event. I attest that I have full knowledge of the risks involved in this event and I am physically fit and sufficiently trained to participate in this event.

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

5-26



# 32nd Annual Longest Causeway Run & Fitness Walk Route



Fill out Causeway Run & Fitness Walk Registration Form on other side. Cut along dotted line & return to:

Port Isabel Chamber of Commerce [www.portisabelchamber.com](http://www.portisabelchamber.com)

302 E. Queen Isabella Boulevard, Ste. C, Port Isabel, Tx 78578

Or Fax to: 956/943-4001. Make checks payable to Port Isabel Chamber of Commerce.

FOR RUN, WALK, ACCOMMODATIONS & ACTIVITIES INFORMATION, CALL:

Port Isabel Chamber of Commerce- 1-800-527-6102 or 956/943-2262

REGISTER ONLINE > <https://enduranceui.active.com/event-reg/select-race?e=27838454>

DEADLINE for EARLY REGISTRATION by mail is Dec. 31, 2015.

Register ONLINE until January 6<sup>th</sup>, 2016, 10:00 p.m.



**LOUIE'S**  
*backyard*  
bayside dining & cocktails



~ PORT ISABEL/SOUTH PADRE PRESS & PARADE ~ FIRST NATIONAL BANK OF SOUTH PADRE ~  
~ CAMERON COUNTY INSURANCE CENTER DBA COLEMAN HALL & HEINZE INSURANCE ~

5-27

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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** Bharat R. Patel, Mayor

**DEPARTMENT:** City Council

**ITEM**

Update on current projects from City Staff: John L. Tompkins Park, Sunset Street, Gulf Boulevard completion ending at Gardenia, Gulf Boulevard new construction from Gardenia Street to Harbor Street, Pearl Hotel boardwalk connecting the Transit Multi-Modal to the beach access, Transit Multi-Modal completion and beginning of new construction with the additional \$3.9 million grant.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**


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

Comments:

**RECOMMENDATIONS/COMMENTS**




# *John L. Tompkins Park*

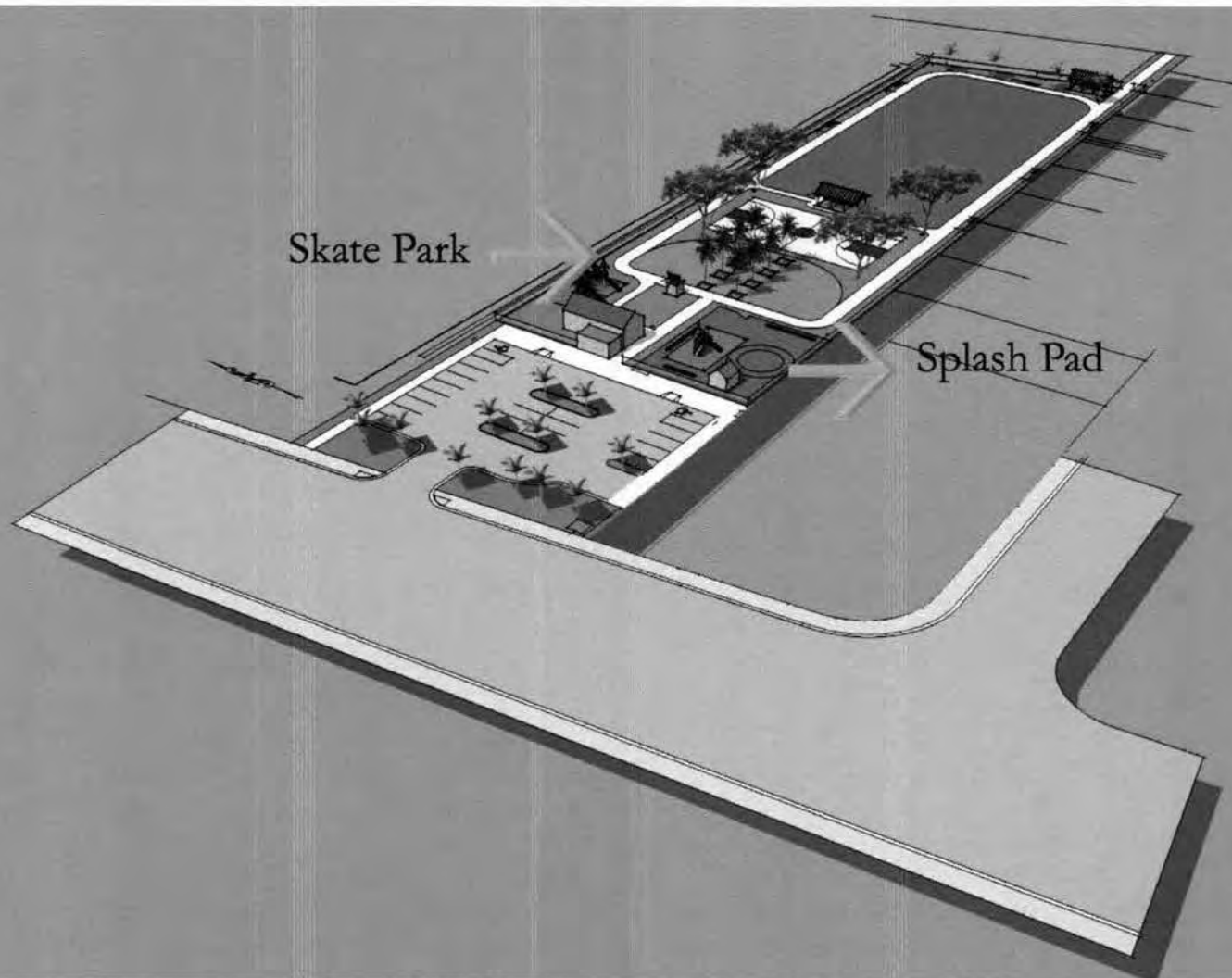


# John L. Tompkins Park

---

The 2<sup>nd</sup> Phase





---

**Floresville, TX; 5,000 sq.ft.; \$85,000**

---



Built and designed by SPA Skatepark

---

---

**Corpus Christi, TX; 2,500 sq.ft.; \$75,000**

---



Designed and built by Grindline Skatep

---

---

**Tyler, TX; 2,300 sq.ft.; \$75,000**

---



Designed and built by Grind

---

**Sealy, TX; 3,750 sq.ft.; \$68,500**

---



Built by Misiano Skateparks

---



---

**Woodlands, TX; 3,575 sq.ft.; \$50,000**

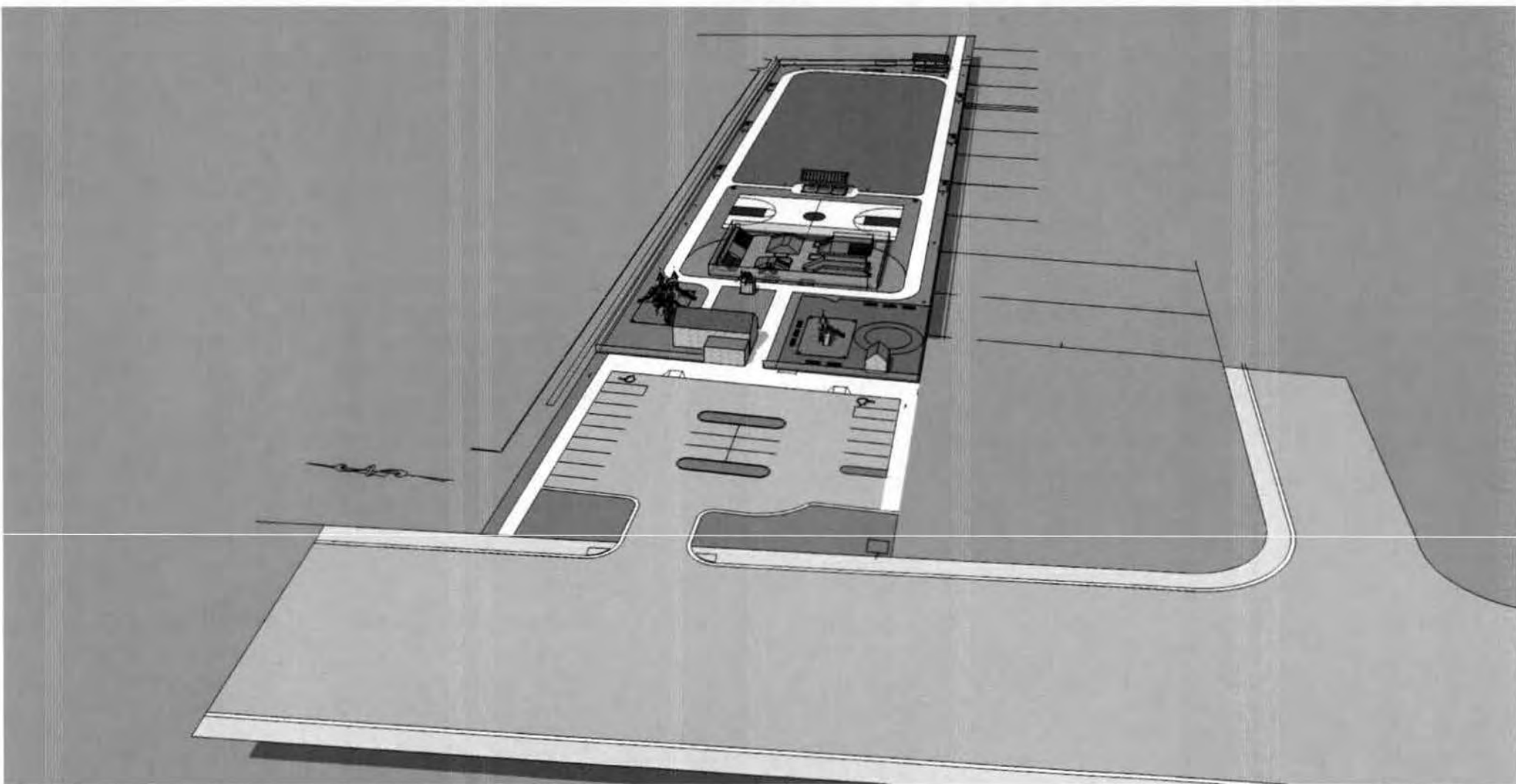
---



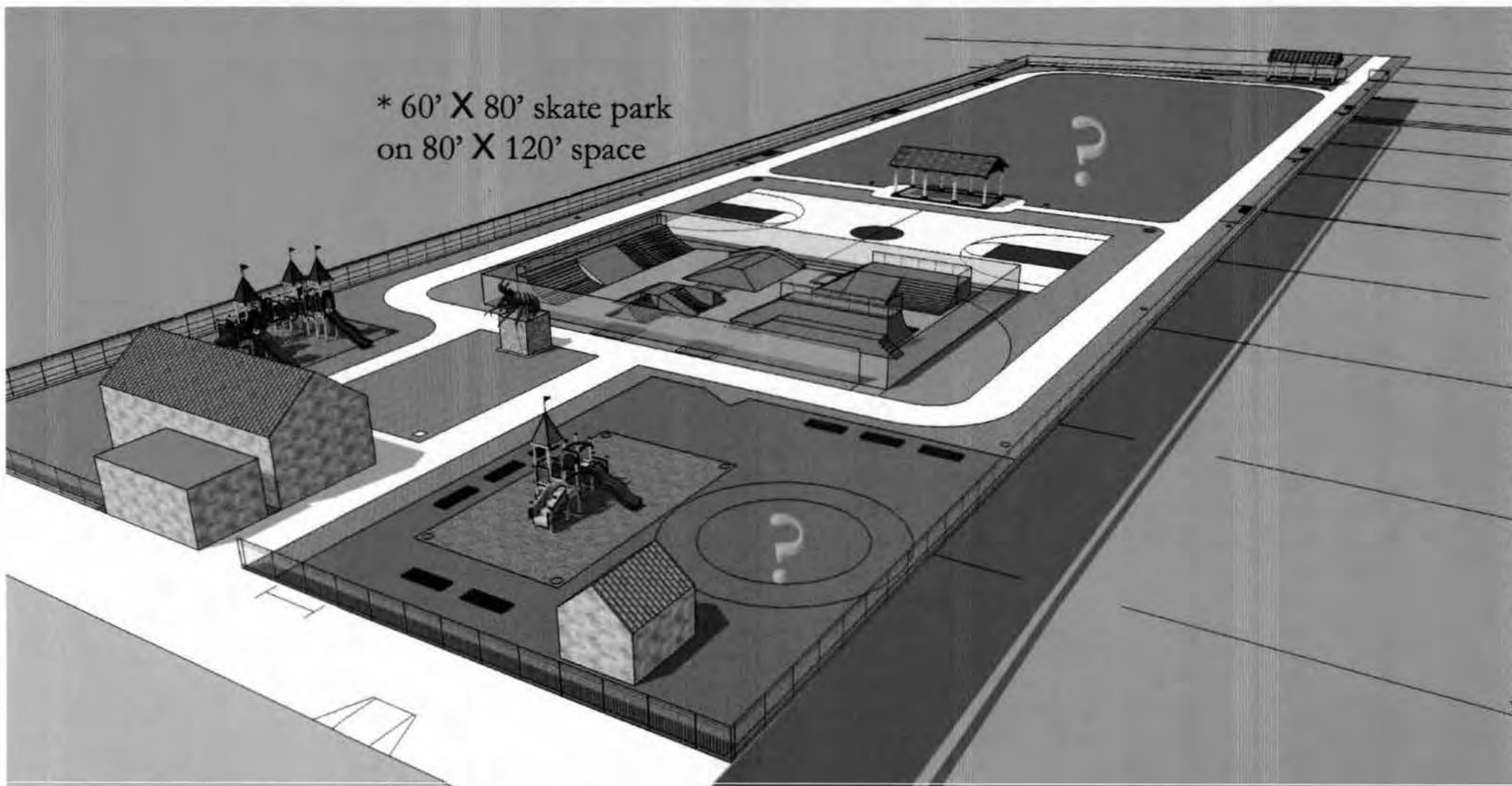
Designed and built by Misiano Skate

---





\* 60' X 80' skate park  
on 80' X 120' space



# Budget Management


	Items	Estimated	Bid Awarded	
Phase 1	Site Preparation	\$235,920.0	\$279,636.3	
	Restroom Building	\$100,000.0	\$86,200.0	
	Pump House	\$50,000.0	\$35,800.0	
	Basketball Court	\$117,080.0	\$77,000.0	
	Playground #1	\$80,000.0	\$104,787.0	
	Playground #2	\$70,000.0	\$34,929.0	
	<u>Fencing and miscellaneous</u>		<u>\$85,081.0</u>	
	<b>Subtotal</b>	<b>\$653,000.0</b>	<b>\$703,433.3</b>	* 7.7% greater than estimated
Phase 2	Track and Exercise Benches	\$43,312.0		
	Site Lighting	\$114,240.0		
	All Area Pavers	\$56,770.0		
	Landscaping and Irrigation	\$53,470.0		
	<u>Additional play courts</u>			
	<u>Skate Park (60' X 80')</u>	<u>\$85,000.0</u>		* Splash Pad: \$218,150.0
	<b>Subtotal</b>	<b>\$352,792.0</b>		* \$379,957 after the 7.7% adjustment
	<b>Total</b>	<b>\$1,005,792.0</b>		



---

# The Schedule for the 2<sup>nd</sup> Phase

---

- Parks & OS Master Plan (Adopted on November 20, 2013);
  - Public Meetings with Public Notice (the project will have certain environmental impacts on floodplains) in a Local Media;
  - Site Plan with Land Surveys (Vertical & Horizontal);
  - The Property Value Gets Evaluated;
  - Coordination with other agencies;
    - US Army Corps of Engineers, Texas Historical Commission, GLO, Texas DEQ, TPWD, etc.
  - Letters of Commitment (Private or Other Public Contributions);
  - Adoption of Resolution Authorizing the Application;
  - Adoption of Resolution with Proof of Drilling/Mining Protection; and
  - Application Deadline (October 1, 2016)
- 

# *Pearl Harbor Boardwalk*



October 8, 2015

Mr. Reuben Trevino  
Coastal Resource & Parks Administrator  
City of South Padre Island  
4601 Padre Blvd.  
South Padre Island, Texas 78597

Re: **City of South Padre Island – Public Beach Access Timber Walkover Project**

Dear Mr. Trevino:

Enclosed please find attached Bid Summary for the above referenced project. One general contractor submitted a bid to the City of South Padre Island on 10/05/15. Their information is attached herewith. The bidders' list with their total bid is given below:

Company	Base Bid	Additive Alternate No. 1	Additive Alternate No. 2
Willis Development, LLC	\$152,563.53	\$8,160.00	\$12,240.00

**Total Option 1 (Base + Add. Alt.2) = \$164,803.53**

**Total Option 2 (Base + Add. Alt.1) = \$160,723.53**

**Total Option 3 (Base only) = \$152,563.53**

ICE has reviewed the references for Willis Development and all references were acceptable. ICE recommends that the City of South Padre Island go with the Option 1 (Base + Additive Alternate No.2) bid of \$164,803.53 from Willis Development. It is the City's discretion to accept or reject any or all bids.

Please let me know if you have any questions regarding this matter.

Sincerely,  
I.C.E.

Jesus J. Jimenez, P.E., CFM, MSCE  
Project Manager





# *Transit Multi-Modal*

### **Multi-Modal Facility**

<u>Planning</u>	<u>Federal Grant</u>	<u>Local Match</u>
Feasibility Study	\$30,000	\$0
Right-of-Way Acquisition	\$0	\$0
Environmental Clearance	\$80,000	\$0
 <u>Engineering &amp; Design</u>	 \$262,000	 \$0
 <u>Phase 1</u>		
Park-&-Ride (125 spaces)		
Sidewalks		
Bus berths	\$1,600,000	\$0
 <u>Phase 2</u>		
Building		
Bus Canopies	\$3,260,000	\$0
<b>Total Cost</b>	<b>\$5,232,000</b>	<b>\$0</b>

Phase 1- is scheduled for completion February 2016, but with the project ahead of schedule construction may be completed by January 2016.

Phase 2 – includes 10,000 sq. ft. building, first floor will include lease space and passenger amenities and second floor includes Island Metro office space. Since we did not receive full funding for our building we are redesigning the building to stay within budget. Construction for Phase 2 should begin in the summer of 2016 and completed in 12 months.

The City has received notice that the Transit Department has been selected to receive the TIGER grant to complete the new Multimodal Project and to purchase three new replacement buses. Texas Department of Transportation included the project in its rural application for four transit facilities and 325 replacement buses statewide. Phase I (Park-&-Ride, sidewalks, bus berths, and bus circulation) is expected to be completed ahead of schedule. TIGER (Transportation Investment Generating Economic Recovery) supports projects in economically disadvantaged areas and is

intended to accelerate projects that focus on safety, innovation, and opportunity. This year there were 627 eligible TIGER applications for a total of \$10.1 Billion (20 times the available funding), and \$500 Million was awarded to 39 of those projects. 43% of the awards went to rural proposals. Of the \$20,802,400 received by TxDOT, the City will be receiving approximately \$3.26 Million to construct the new transit facility and \$240,000 to purchase buses, all with no local match required.

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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** Bharat R. Patel, Mayor

**DEPARTMENT:** City Council

**ITEM**

Discussion and action to direct city staff and PARC (Peter A. Ravella Consulting) to pursue certain projects for the Restore Act grant application for the January 2016 application deadline.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

# PARC

*Memorandum*  
Peter A. Ravella Consulting, LLC

To: Mayor Barry Patel, William DiLibero, Reuben Trevino, Alita Bagley  
Fr: Peter Ravella, Principal, and Lillian Johnson, Project Manager  
Dt: November 30, 2015  
Re: Updated One-Page Concepts for Future South Padre Island Projects

---

**Purpose:** This memo, updated based on discussion November 19, identifies potential future projects that the city wants to pursue and the possible funding streams that could support such projects. The project descriptions are preliminary and additional development workup is necessary.

**Next Steps:**

As we discussed, the steps necessary to complete the applications include the following:

1. December 2015 - PARC and city to advance and further define projects
  - a. PARC to make initial contact with appropriate state and federal agencies to explore grant opportunities and project development, assistance, and support.
  - b. PARC will advance project descriptions in anticipation of January 2016 call for projects under the RESTORE, NFWF and TPWD grant programs
2. December 2015 - PARC and City to schedule second project development work-session before Christmas at time TBD.

**Notes:** (1) All cost estimates are approximate and subject to further refinement. (2) Other grant opportunities may be identified in addition to those listed so far. (3) PARC will assist the city with other projects as identified.

**Project Title:** Laguna Madre Recreational Access:  
Corral Street Public Boat Ramp

**Project Concept:** Acquisition of land and construction of concrete boat ramp (each lane 12' to 15' wide), a parking area with at least 20 car-trailer spaces per launching lane (10' x 40' each) and necessary support facilities including boat ramp office, restrooms, pump-out stations, and water and lighting utilities.

**Gross Project Cost Estimate:** \$1.5M - \$2.5M

**Candidate Grant Programs:** RESTORE Act and TPWD Texas Boater Access Grant Program

**Maximum Available Funding:**

- RESTORE – No minimum or maximum, multiple funding sources
- TPWD Boater Access - \$500,000 expected

**Potential Local Match:**

- RESTORE - \$0 - Although local matches mandated under these programs, including a local match is likely to substantially improve the competitiveness of a grant application.
- TPWD Boater Access – 80:20 match

**Grant Application Deadline:**

- RESTORE – Ongoing, funding sources available periodically
- TPWD Boater Access – October 31, 2016

**Project Next Steps:**

- Conceptual Plan
- Land Acquisition Budget and Strategy
- Complete project budget and narrative
- Explore and select RESTORE & TPWD funding streams
- Develop project grant strategy & applications
- Load project into [restorethetexascoast.org](http://restorethetexascoast.org) and [restorethegulf.gov](http://restorethegulf.gov)



**Project Title:** Laguna Madre Land Conservation and Recreational Access:

- (1) Eco-Tourism Site Land Acquisition, Education & Access Project &
- (2) South Causeway Land Acquisition & Trail Rehab/Extension Project

**Overview: Laguna Madre Land Conservation and Recreational Access:** Ecotourism promotion, Laguna Madre public access, recreation, and ecological preservation are all important objectives for the city. As SPI grows, public access to the Laguna Madre may be increasingly limited. In collaboration with the Eco-tourism Facilities site improvement, the council intends to evaluate and identify other Laguna Madre fronting properties for potential future acquisition. Properties that may be of interest include: (1) Eco-tourism Facilities Site, (2) South of Causeway Parcel & Extension of Causeway Trail, (3) Verna Jean & Georgia Ruth Cul-de-sac, (4) Kings Court Wetland Area.

**Project Concept 1 - Eco-Tourism Facilities Site Acquisition & Improvements:** Acquisition of Laguna Madre Parcel(s) for land conservation and protection and construction of a kayak launch/recreational boardwalk trail linking to the Convention Center and Birding Nature and Science Center boardwalk system. Project elements to include land/resource conservation, raised boardwalk trail, kayak launch access, observation decks, fishing access, educational signage, and parking lot. Wetland and environmental mitigation likely required.

**Gross Project Cost Estimate:** \$2M - \$5M

**Candidate Grant Programs:** RESTORE Act, NFWF, TPWD Trails Program

**Maximum Available Funding:**

- RESTORE – No minimum or maximum
- TPWD Trail Grant - \$200,000

**Potential Local Match:**

- RESTORE - \$0 - Although local matches mandated under these programs, including a local match is likely to substantially improve the competitiveness of a grant application.
- TPWD Trail Grant – 80:20 match

**Grant Application Deadline:**

- RESTORE – Ongoing
- TPWD Trail Grant - February 1, 2016

**Project Components and Steps:** Land acquisition, identifying project partners, design permitting, and mitigation will be the most time sensitive aspects of the project.

- Conceptual Plan
- Land Acquisition Budget and Strategy
- Complete project budget and narrative
- Explore and select RESTORE & TPWD funding streams
- Develop project grant strategy & applications
- Complete TPWD grant application by February 1, 2016
- Load project into [restorethetexascoast.org](http://restorethetexascoast.org) and [restorethegulf.gov](http://restorethegulf.gov)



**Project Concept 2 – South Causeway Land Conservation & Public Access Project:** Acquisition of parcel(s) immediately south of the causeway for protection of sensitive resources and public access improvements. In addition to acquisition, project to include renovation and extension of the existing causeway trail/boardwalk to provide for public access for hiking, biking, and fishing. Boardwalk may also include educational signage, fishing piers, and bus system integration.

**Gross Project Cost Estimate:** \$1M - \$2M

**Candidate Grant Programs:** RESTORE Act, TIGER, TPWD Recreational Trail Grant

**Maximum Available Funding:**

- RESTORE – No minimum or maximum
- TIGER – Budget not approved by congress yet
- TPWD Trail Grant – \$200,000

**Potential Local Match:**

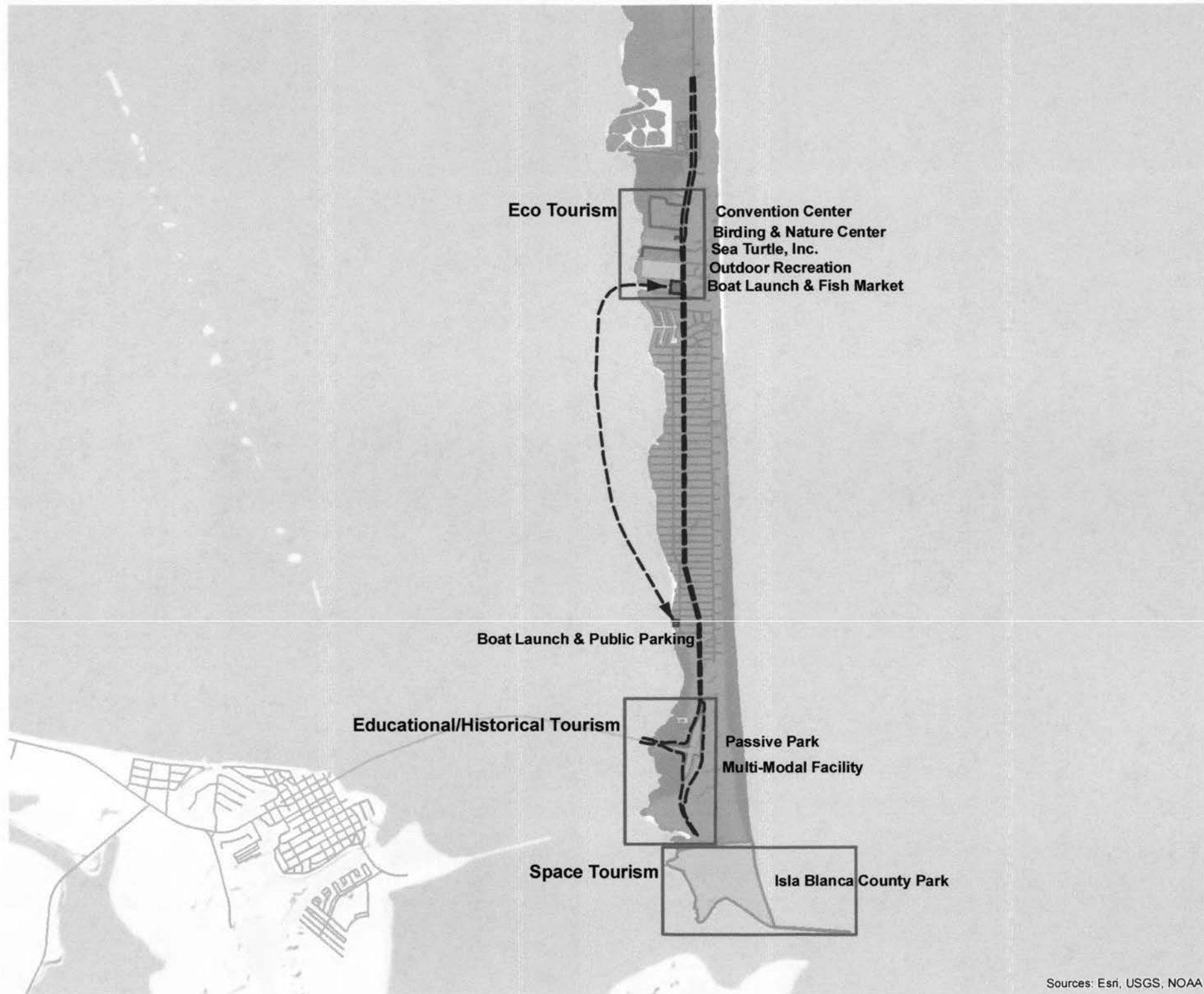
- RESTORE - \$0 - Although local matches mandated under these programs, including a local match is likely to substantially improve the competitiveness of a grant application.
- TIGER – 80:20 match (100% federally-funded for rural areas)
- TPWD Trail Grant– 80:20 match

**Grant Application Deadline:**

- RESTORE - Ongoing
- TIGER - June 5, 2016 expected
- TPWD Trail Grant – October 31, 2016

**Project Components:** Renovation of existing trail and construction of extension of trail across and underneath the existing causeway. For competitive application in TIGER grant program, project should include a connection to the bus station, city biking system, and other intermodal facilities in the city.

- Conceptual Plan
- Land Acquisition Budget and Strategy
- Complete project budget and narrative
- Explore and select RESTORE & TPWD funding streams
- Develop project grant strategy & applications
- Load project into [restorethetexascoast.org](http://restorethetexascoast.org) and [restorethegulf.gov](http://restorethegulf.gov)
- Complete TIGER grant application by June 5, 2016
- Complete TPWD trail Application by Feb. 1, 2016









*South*  
*Padre*  
ISLAND

## Eco Tourism Center

0 200 400 800 Feet





**Scope of Services  
Coastal Project Development & Grant Support Services  
Phase II, Fiscal Year 2015-2016**

This **PHASE II AGREEMENT** is entered between the CITY OF SOUTH PADRE ISLAND (hereinafter the CITY) and by Peter A. Ravella Consulting, LLC (hereinafter PARC) for consulting services regarding Coastal Project Development & Grant Support Services for FY 2015-16 or a portion thereof.

**I. PURPOSE**

The purpose of this AGREEMENT is to provide support to the CITY in the identification, preparation, and submission and, if possible, securing of grant funds for coastal-related projects desired by the City. The contract is limited to grant applications in three programs: (1) Restore Act; (2) Texas Parks & Wildlife Department (TPWD) Trail Program; and (3) National Fish & Wildlife Foundation (NFWF) – Gulf Environmental Benefit Fund.

At the direction of the City, no grant support services are included for CMP, TPWD programs other than trail grants, TIGER, USDA, or any other state or federal programs. If assistance is requested by the City for program other than the three listed above, PARC will, if requested, prepare an expanded scope of services for consideration by the City.

**II. TASKS**

**TASK 1 – GRANT APPLICATIONS.** The purpose of Task 1 is to prepare and submit CITY grant applications as directed by City staff and the City Council. PARC will prepare the grant applications, supporting materials, project budgets, schedule council resolutions and other documentation as may be required. Targeted grants will include only those grant programs identified in I. Purpose.

Once projects have been identified by the City, PARC will identify items and/or project elements which must be provided by the CITY. With the exception of project design, PARC will coordinate all grant application materials, keep the CITY regularly advised as to progress, and seek to resolve any grant issues or barriers. Grant applications will be prepared in DRAFT and FINAL form in accordance with grant timelines.

PARC will present all grant applications to the Grant Workgroup, if such a group is established by the City, and to the City Council, for review and final approval prior to submission to state and federal agencies.

- Task 1.1: Draft Grant Application Preparation, including supporting materials
  - Task 1.1.1: Workgroup & Council Coordination
- Task 1.2: Final Grant Application Preparation, including supporting materials
  - Task 1.2.1: Workgroup & Council Coordination

**TASK 2 – COASTAL PROJECTS WORKGROUP.** If established by the City, PARC will work with the local Coastal Projects Workgroup to identify and prioritize coastal projects of interest to the community that can be funded with RESTORE ACT, NFWF, and or TPWD Trails programs. The Workgroup will meet as scheduled by the City to review project and rank concepts offered from the public, stakeholders or the city. The Workgroup may, as needed, meet by conference call, as directed by the city.

Task 2.1: City Formation of Workgroup (@ option of the city)

Task 2.2: Workgroup Meetings and Charettes

Task 2.3: City Council Coordination & Meetings

**TASK 3 - PROJECT DEVELOPMENT.** In conjunction with City, either through the Workgroup, city staff or council, the purpose of the task is to identify, prioritize and describe City's coastal projects potentially eligible for grant funding in the three programs identified. The projects will be developed to a conceptual level in description, conceptual plan, schedule and approximate cost. PARC will work with City staff and planners to develop project designs and details sufficient to support grant applications.

During this project development stage, PARC will generally evaluate projects for regulatory and permitting feasibility and identify potential compliance or permitting issues that are likely to arise. PARC will suggest project modifications or amendments to address regulatory concerns to the extent possible. PARC will also advise the city on appropriate project modifications, if any, to optimize the likelihood of grant award. The three grant programs differ in requirements, expectations, and desired outcomes and projects can be tailored, in some circumstances, to improve grant award potential. Finally, PARC will assist the city to coordinate the projects with local stakeholders and community representatives to identify potential concerns and to seek public support for the project initiatives.

Under the direction of the Workgroup, PARC will undertake the following subtasks:

Task 3.1: Identification of Local Project Priorities

Task 3.2: Preliminary Project Descriptions

Task 3.3: Preliminary Project Schedules & Budgets

Task 3.4: Project Regulatory Review

Task 3.5: Grant Applications – Restore, NFWF, or TPWD Trails Program

**TASK 4. FACILITATION OF GRANT APPLICATIONS.** Upon grant application submission(s), PARC will provide grant support and facilitation which shall include: (a) agency outreach, communication and meetings (b) responses to agency comments – written, oral and email, (c) revision and resubmission of grant applications, (d) development and submission of grant support letters and resolutions, (e) coordination with elected representatives, and (f) appearance before agency boards and commissions.

Task 4.1: Agency & Stakeholder Coordination and Follow-up



Task 4.2: Response to Agency Comments, Questions, Concerns

Task 4.3: Grant Application Modification & Amendment, as needed

**TASK 5 – PROJECT ADMINISTRATION.** The purpose of this task is to provide consistent contract administration during the contract period, including to manage contract terms for completion, make necessary travel arrangements, coordinate meetings and conference calls, and prepare billings.

## **GENERAL TERMS**

A. Hourly Fee: PARC services described herein shall be provided on an hourly basis plus direct expenses as identified in subparagraph E, below. The parties recognize that the level of effort required to fulfill the Scope of Work outlined herein is unpredictable as specific project opportunities are yet to be determined. Nonetheless, PARC's effort is limited to the total contract value in the agreement, as identified in subparagraph B, below, unless authorized by the CITY to exceed the amount.

Hourly Rate for Peter A. Ravella, Principal, shall be \$150/hr.

Hourly Rate for Lillian Johnson, Project Manager, shall be \$75/hour.

B. Maximum Amount of Contract: During the contract period, the total fees and expenses authorized by this Agreement **shall not exceed \$50,000.00**, unless this Contract is amended in writing by mutual agreement of the parties.

C. Contract Duration: This Phase II contract will be initiated upon execution and extend the end of the 2015-16 Fiscal Year (September 30, 2016) unless the not-to-exceed limit of the contract is reached prior to that date, in such case, the City may extend the contract in duration and value.

D. Invoices & Payment: PARC shall submit an invoice to the CITY on the first of each month for all fees plus any direct expenses incurred during the month. The Invoice shall document (1) all hours expended by task/subtask, including duration, and action taken; and (2) All direct expenses incurred. Payment is due within 30 days. A Monthly Report summarizing actions shall accompany each Invoice.

E. Direct Expenses. Mileage shall be billed at \$0.55/mile and per diem meal expenses at \$52.50 per day per person. Air travel with rental vehicle may be substituted for auto travel and, along with printing and hotel charges, shall be billed at the actual cost.

E. Limitations: The Agreement does not include legal, engineering, geotechnical, surveying, or design or other similar professional services that may be necessary in support of grant applications. PARC will, if requested, provide or procure these services under separate authorization, or assist the city in the acquisition of these special services.

THE PARTIES bind themselves to the faithful performance of this Contract:

<b>CITY:</b> <u>THE CITY OF SOUTH PADRE ISLAND</u>  By: <u>William A. DiLibero</u> William A. DiLibero, City Manager  <u>Nov. 18, 2015</u> Date	<b>PERFORMING PARTY:</b> <u>PETER A. RAVELLA CONSULTING, LLC</u>  By: <u>s/. Peter A. Ravella</u> Peter A. Ravella, Principal  <u>November 18, 2015</u> Date:
--	--

### NOTICE REGARDING COMPETITIVE GRANTS

The CITY recognizes that grants that are written to the standards of professional grant writers may not be selected or funded by a funding agency or foundation. In no case shall the failure on the part of the CITY to receive a grant negate the CITY's obligation to pay the PERFORMING PARTY for services in provided in the preparation of the grant.

Grant deadlines are outside the control of PARC and grant opportunities of interest may or may not arise during the defined contract period. In such an event, PARC will, if requested, prepare a Draft grant application to the level possible given grant program information, and provide the Draft to the City for later submission, or, the Parties can make such other arrangements as may be beneficial and mutually agreed.

### REQUIRED DOCUMENTATION FOR GRANTS

The CITY recognizes that the preparation of grants may require significant documentation that is likely to be provided by the CITY and is generally unavailable to the PARC. The CITY is responsible for providing that documentation in a timely manner. The documentation is specific to grant programs may include but is not limited to:

1. Attorney Title Opinions or other proof of ownership;
2. Project Plans or Designs
3. Boundary Maps
4. Permits
5. Financial Audits or City budget documentation
6. Engineering and architectural plans
7. Resolutions and Authorizations of CITY's Governing Body
8. Executed forms requiring signature of the a CITY representative
9. Wetland Jurisdiction Determinations or Sea grass surveys
10. Specialized Environmental or Economic Studies

The CITY authorizes the PARC to communicate with the staff of state and federal agencies, private entities, and the CITY staff regarding documentation listed above.

### DELIVERABLES

- Workgroup Meetings, as scheduled in coordination with the City (approximately monthly) either in person or by conference call, as directed
- Monthly written reports
- Grant applications under RESTORE Act, NFWF and TPWD Trail Grant

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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** Bharat R. Patel, Mayor

**DEPARTMENT:** City Council

**ITEM**

Discussion and possible action on creating a separate department for Shoreline Management and Maintenance.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

**Agenda Item: #8 Discussion and possible action on creating a separate department for Shoreline Management and Maintenance (Patel)**

Provided below is information requested by Mayor Patel regarding the creation of a Shoreline Management and Maintenance Department.

**Job Description:**

The City maintains a detailed job description regarding all full-time and regular part-time positions. To create any new position with the City, a job description needs to be created to determine the following:

- Position Purpose
- Direct Reports Supervised
- Essential Functions
- Secondary Functions
- Capital and/or Fiscal Responsibility
- Credentials (required or preferred)
  - Knowledge/Skills/Abilities
  - Formal Education/Certification/Licenses
  - Prior Experience
- Tools and Equipment Used
- Physical Demands
- Work Environment
- Selection Guidelines

**Department Structure:**

The City of SPI currently has 11 departments that range in size from two employees up to thirty seven. Some departments such as Public Works, Police, Fire, Environmental Health, City Manager's Office, CVB and Development all have an Administrative Assistant that works for the Director of the department. Other departments such as Finance, Information Technology, Administrative Services, and Transit do not have positions designated as Administrative Assistants but do have staff members hired to perform other functions that assist with administrative functions as needed.

As examples, attached are a few different organizational charts from various sizes of City departments. I have also included a copy of the current organizational chart for the Coastal Resources/Parks Division.

Large:	Public Works (26 employees)
Large:	Transit (21 employees)
Small/Medium:	Environmental Health (6 employees)
Small:	Finance (5 employees)
Small:	Information Technology (3 employees)

**Compensation:**

The City of South Padre Island is committed to providing a fair and organized approach for administration of a total compensation program. To meet this requirement, the City strives to (1) maintain a competitive pay structure for the purpose of recruiting and retaining an effective and efficient workforce; (2) establish a salary range for each position that is based on a

systematic blending of a position's internal worth to the City and its external value in the market; (3) to adhere to the Fair Labor Standards Act.

- The current minimum (entry level) pay grade set for a Director level position with the City is \$69,366.  
(Total amount with benefits, Workers Compensation, and Medicare = \$86,476.)
- The current minimum amount paid to a Director level position with the City is \$74,683.  
(Total amount with benefits, Workers Compensation, and Medicare = \$92,597.)

Determinations of actual salary amounts should consider relevant factors such as internal pay relationships, the individual's qualifications and previous experience for the position, and the responsibility level of the position as related to the market.

The City currently pays the Administrative Assistant position a rate of \$13.914/hour which equals to \$28,941 per year. (Total amount with benefits, Workers Compensation, and Medicare = \$40,508.)

Other Things to Consider:

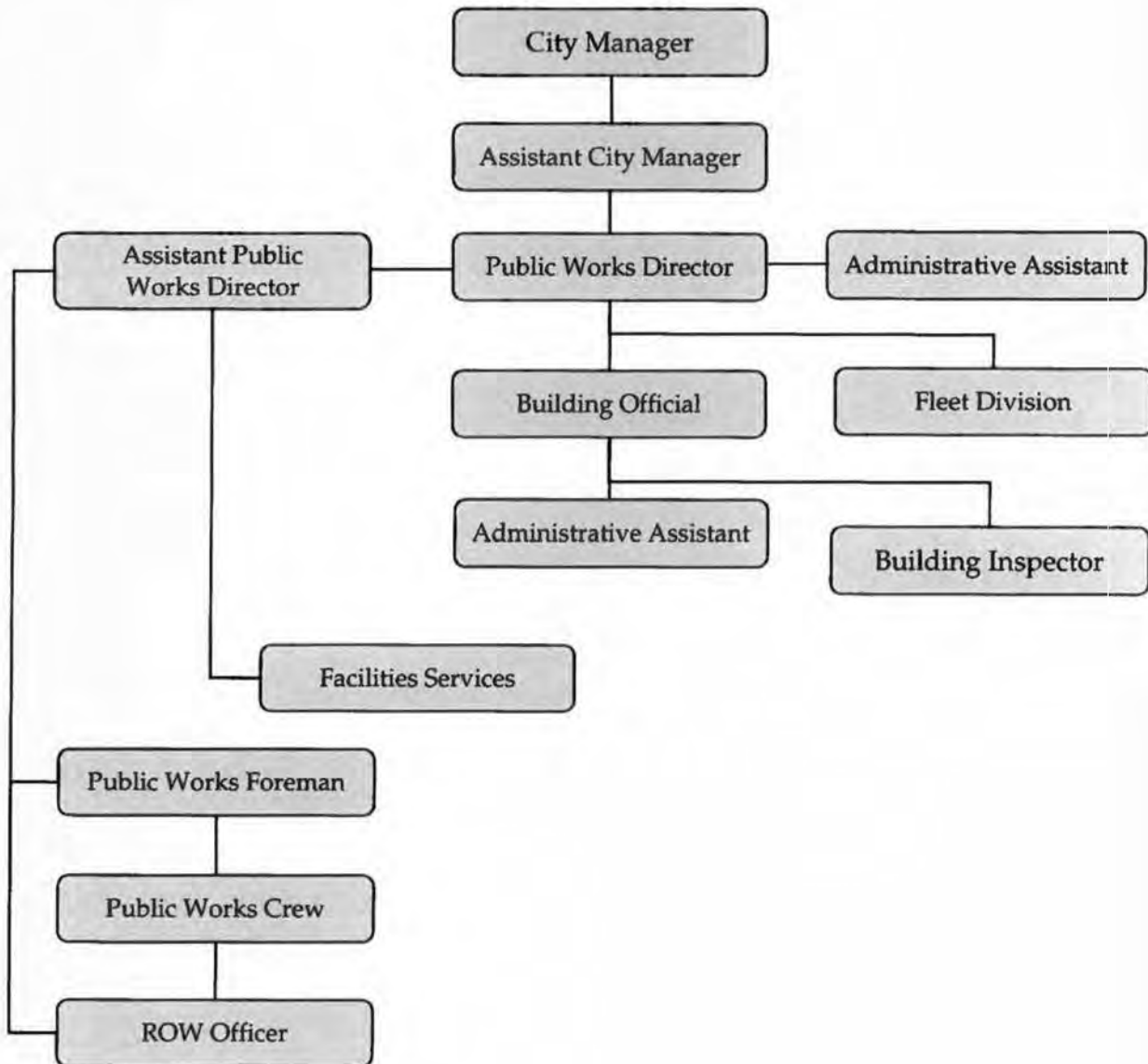
Will there be a need for any additional equipment, vehicles, cell or auto allowances, and/or office space related to this department?



# City of South Padre Island

## Organizational Chart

### Public Works



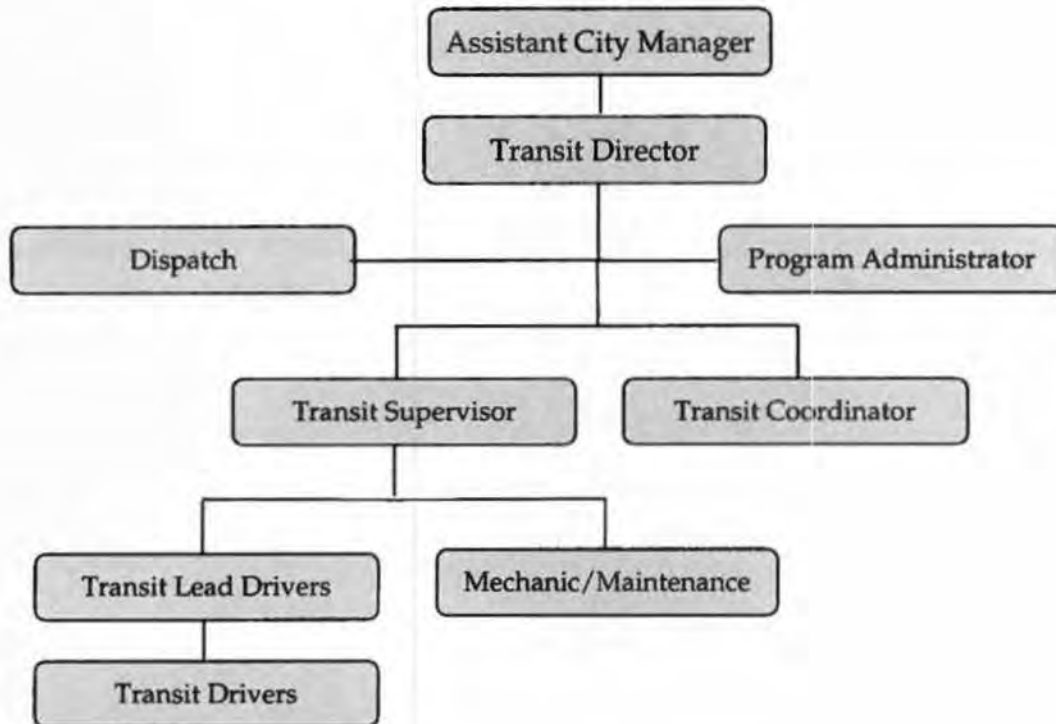




# City of South Padre Island

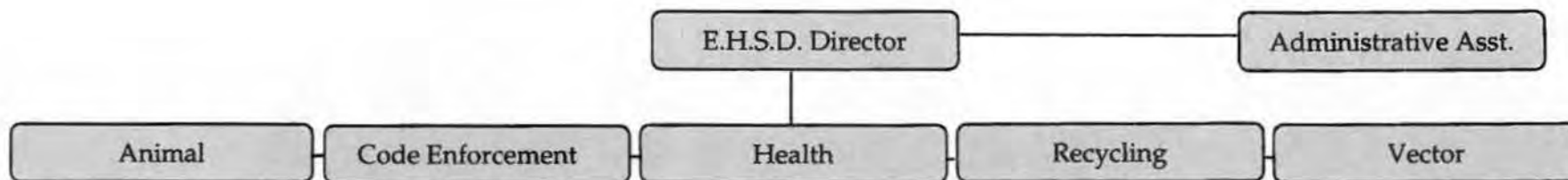
## Organizational Chart

### Transit





**City of South Padre Island**  
**Organizational Chart**  
**Environmental Health Services**



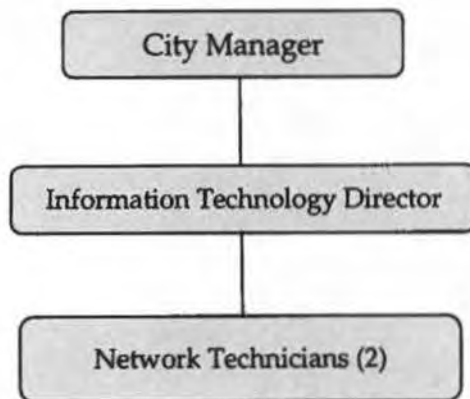


**City of South Padre Island**  
**Organizational Chart**  
**Finance Department**





**City of South Padre Island**  
**Organizational Chart**  
**Information Services**

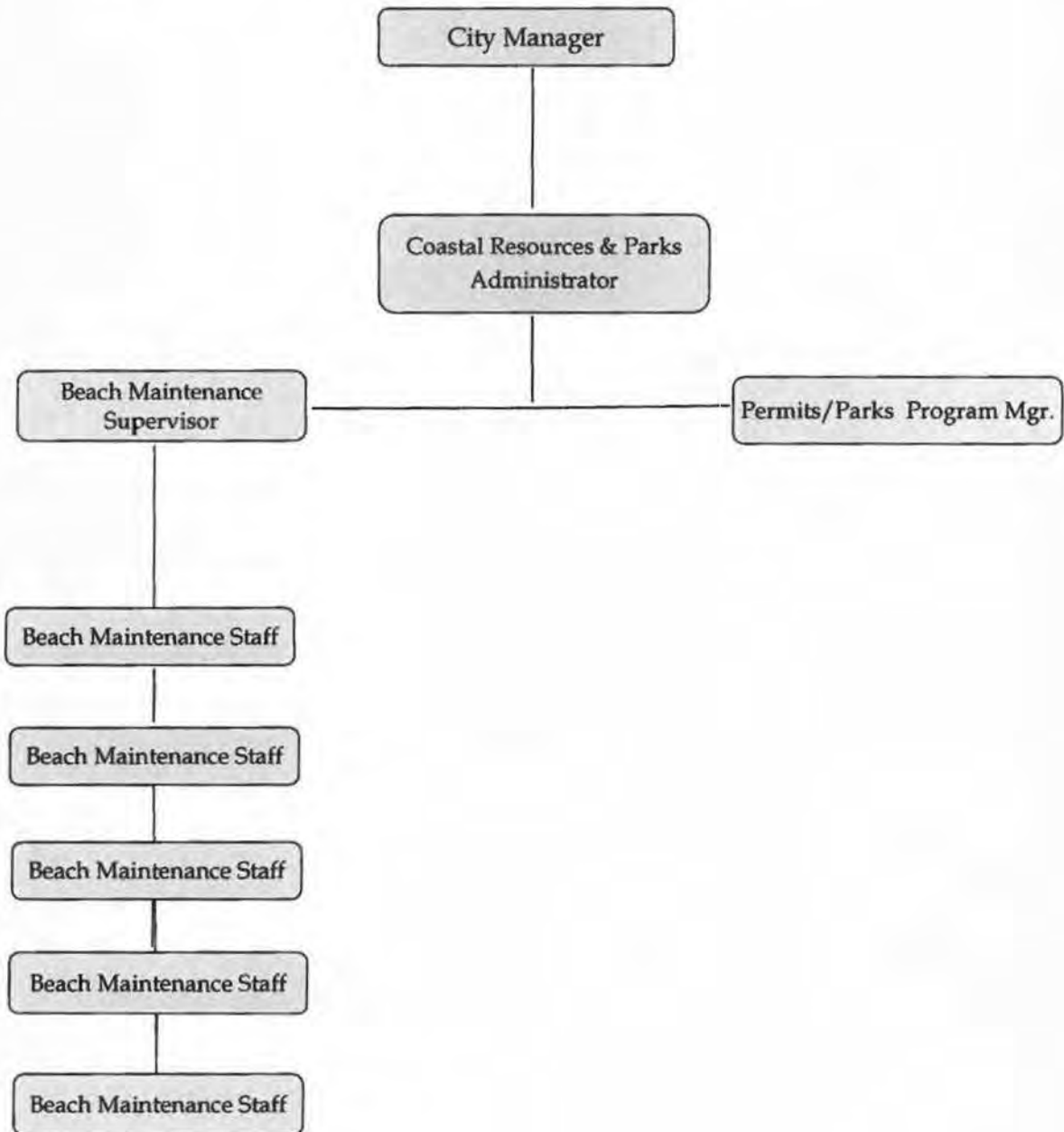




# City of South Padre Island

## Organizational Chart

### Coastal Resources



# Home Rule Charter

and places as the Council may prescribe by resolution. Special meetings as provided by the Texas Open Meetings Act may be held on the call of the Mayor or of three or more Council Members and, whenever practicable, upon no less than seventy-two (72) hours notice except for emergency meetings. Except as allowed by State law, all meetings shall be public; however, the Council may recess for the purpose of discussing in a closed or executive session such matters allowed by the Texas Open Meetings Act for closed or executive sessions.


(b) Rules and Minutes. The City Council shall determine its own rules and order of business and shall provide for keeping minutes of its proceedings. The minutes shall be a public record.

(c) Voting. Voting, except on procedural motions, shall be by roll call and the ayes and nays shall be recorded in the minutes. The Mayor and three (3) Members or four (4) Members of the Council shall constitute a quorum unless otherwise provided by State law. No action of the Council shall be valid or binding unless adopted by vote of the majority of those present and voting of the Council.

(d) Committees, Boards and Commissions. Unless otherwise provided by State Law, the City Council shall appoint all Members to the boards, committees and commissions of the City. Each Member of the City Council shall submit the number of names from the submitted applications equal to the number of places being filled to the City Secretary, and the City Secretary will tally the names. The individual names that were recommended by the highest number of Members of the Council shall be appointed to serve on the respective committee(s), board(s) or commission(s). If there is a tie for an appointment, the applicant names that are tied shall be returned to the City Council Members and they shall again submit the number of names from the tied applicants equal to the number of places remaining to be filled to the City Secretary, and the City Secretary will tally the names and the individual name(s) that were recommended by the highest number of Members of the Council shall be appointed to serve and if there is still a tie, the Mayor shall break the tie.

## Section 2.12. Action Requiring an Ordinance.

In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the City Council shall be by ordinance which:

- 
- (1) Adopt or amend the Code of Ordinances, an administrative code or establish, alter, or abolish any City department, office, or agency;
  - (2) Provide for a fine or other penalty or establish a rule or regulation for violation of which a fine or other penalty is imposed;
  - (3) Levy taxes;

- (4) Grant, renew, or extend a franchise;
- (5) Regulate the rate charged for its services by a public utility;
- (6) Authorize the borrowing of money;
- (7) Convey or lease or authorize the conveyance or lease of any lands of the City;
- (8) Regulate land use and development;
- (9) Amend or repeal any ordinance previously adopted; or
- (10) Adopt, with or without amendment, ordinances proposed under the initiative power.

Acts other than those referred to in the preceding sentence may be done either by ordinance or by resolution.

#### Section 2.13. Ordinances in General.

(a) **Form.** Every proposed ordinance shall be introduced in writing and in the form required for final adoption. Any ordinance shall clearly express the purpose in its title. The enacting clause shall be "Be it ordained by the City Council of the City of South Padre Island, Texas . . .".

(b) **Procedure.** Any Council Member at any regular or special meeting of the Council may introduce an ordinance. As soon as practicable after adoption, the City Secretary shall have the ordinance and a notice of its adoption published as may be required by State law.

(c) **Effective Date.** Except as otherwise provided in this Charter, every adopted ordinance shall become effective as specified therein.

(d) **"Publish" Defined.** As used in this section, the term "publish" means to print in the contemporary means of information sharing, which includes but is not limited to, in the official City newspaper if it provides a penalty, and, if available, on the City website: (the ordinance, caption or a brief summary).

#### Section 2.14. Emergency Ordinances.

To meet a public emergency affecting life, health, property or the public peace, the City Council may adopt one (1) or more emergency ordinances. After its adoption, the ordinance shall be published and printed as prescribed for other adopted ordinances. It shall become effective upon adoption or at such later time as it may specify or as may be required by law.

#### Section 2.15. Codes of Technical Regulations.

The City Council may adopt any standard code of technical regulations by reference



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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** Bharat R. Patel, Mayor

**DEPARTMENT:** City Council

**ITEM**

Discussion and action to direct city staff to further pursue a grant application from National Fish and Wildlife Foundation – Gulf Environmental Benefit fund.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Dear Reuben Trevino,

On behalf of the Texas Trustee agencies and the National Fish and Wildlife Foundation – Gulf Environmental Benefit Fund I am happy to announce to you the beginning of the application process for the 2016 funding cycle. Your application, 'South Padre Island Large Scale Beach Nourishment', which was entered in either the NOAA Natural Resource Damage Assessment website or [WWW.RESTORETHETEXASCOAST.ORG](http://WWW.RESTORETHETEXASCOAST.ORG) is under consideration for the upcoming funding cycle. If there are any significant updates to those proposed project since they were submitted, please go back into the website application and modify the original submittal or resubmit the proposal as a new project application.

Any new applications you would like to have considered must be entered into either one of these locations by January 6, 2016. All proposals received by that date will undergo review and consideration during the selection process. This timeframe will allow appropriate review and coordination to ensure a timely submission to NFWF of candidate projects in mid-April 2016. Please be aware that any project not selected in 2016 will continue to be considered in 2017 and subsequent years.

Thank you for your interest and submission.

Robin Riechers

## **South Padre Island Large Scale Beach Nourishment**

### **PROJECT BACKGROUND AND NEED**

South Padre Island (SPI) is located on the lower Texas coast between the jettied inlets at Mansfield Pass to the north and Brazos Santiago Pass (BSP) to the south. This area is a low lying and relatively narrow barrier island, bordered to the east by the Gulf of Mexico and to the west by the Laguna Madre. The City and Cameron County's Isla Blanca Park are located along approximately six miles of the southern end of SPI and bordered to the south by BSP, which is a modified natural inlet currently maintained for deep draft navigation. To the north of the developed beaches of the City is Andy Bowie Park, where the beach begins to transition into a generally undeveloped state. Shorelines along the southern portion of SPI are roughly aligned north-south and have experienced moderate long-term recession since the late 1800's (Morton & Pieper 1975, Morton 1993). Similar to most Texas beaches, shoreline change has historically exhibited some spatial and temporal variability.

Within the City, there are a number of discontinuous seawalls/bulkheads that define the landward edge of the beach. In many areas, there are significant dunes (between 100 and 200 ft wide) between the seawalls/bulkheads and the beach. However, there are some areas where there are no dunes and/or little distance between the beach and seawall/bulkhead. This condition is typically found along the critically eroding northern reaches of the City between Sta. 250+00 and 265+00

**Previous Projects:** To address the ongoing erosion within the City, in particular along the northern segment, multiple small scale projects have been implemented. The City has worked with USACE and GLO to implement various small scale projects along the City's beaches and within the nearshore area.

Through cooperation with the GLO, the City has conducted a series of small nourishments utilizing sand excavated from the right-of-way from Park Road 100 (north of the City). Between 50,000 to 100,000 cy of sand have been placed along the beach between Sta. 180+00 and 265+00 during each event.

Material dredged from BSP by USACE as part of ongoing maintenance has resulted in projects that placed material directly on the beach and in a submerged nearshore placement area between Sta. 78+00 and 130+00. Maintenance of channel depths within BSP typically occurs on a 2 year cycle, with emergency events occurring as needed. The first nearshore berm placement occurred in 1988, followed by projects in 1991 and 1995, with the goal of providing indirect beach nourishment from shoreward migrating sand and increased protection from storms. It should be noted that the amount of material that moved onshore and the time for this process are not quantified. Therefore, in 1997, through coordination with USACE, the first direct beach nourishment project was performed approximately 4 miles north of BSP.

## **South Padre Island Large Scale Beach Nourishment**

### **PROJECT DESIGN**

An analysis of shoreline orientations, position changes, and cross-shore numerical modeling showed that the beach along the northern segment of the City from Station 185+00 (Saturn Street) to Station 285+00 (north Andy Bowie Park) is an erosional hot spot with a highly recessed shoreline, or narrower beach, compared to areas north and south. Therefore, a "design beach" was developed that would fill the "Gap" or recessed area as shown in the attached schematic. The resulting beach will help provide straight and parallel nearshore contours and more uniform sediment transport between the central portion of the City and the areas to the north. The new design beach will also help to provide a beach width that more closely resembles the wider, more stable areas to the south. Additional material, or advance nourishment, was then assessed to help provide protection to the "design beach" between renourishment projects. An analysis of shoreline orientations, position changes, and cross-shore numerical modeling showed that the beach along the northern segment of the City from Station 185+00 (Saturn Street) to Station 285+00 (north Andy Bowie Park) is an erosional hot spot with a highly recessed shoreline, or narrower beach, compared to areas north and south. The resulting beach will help provide straight and parallel nearshore contours and more uniform sediment transport between the central portion of the City and the areas to the north. The new design beach will also help to provide a beach width that more closely resembles the wider, more stable areas to the south. Additional material, or advance nourishment, was then assessed to help provide protection to the "design beach" between renourishment projects.

### **Borrow Area Delineation and Design**

Sand search investigations were performed in Spring 2008. A number of sites in the vicinity of the project area were investigated; however, the sediment in these areas was typically clay or not suitable for placement on the beach. A series of sand ridges was then investigated that are located approximately 15 miles north of the City and 5 miles offshore. A series of geophysical and geotechnical (vibracore) surveys was performed on this area.

Based on the sediment characteristics and layers from the geotechnical investigations, along with the design considerations for hopper dredges, four (4) borrow areas have been delineated. These areas were delineated such that there was a minimum of 2 feet thickness of material to dredge and the depth after post-dredge surveying left a buffer of 1 to 2 ft above the underlying clay layer. Core logs and bathymetry were reviewed to establish dredging geometries. Approximately 2,047,800 cubic yards of material are available in these areas.

### **Beach Placement Design**

The proposed project limits as shown in the attachment extend approximately 12,000 ft (2.3 miles) from the northern edge of the relatively stable area at Station 165+00 (Mesquite St.) through the highly eroded area at the north end of City, and ends at Station 285+00 (north Andy Bowie Park). The resulting placement density (volume per linear foot of nourished beach) along the project length will vary due to the varying quantities needed to construct the design beach and advance nourishment. The overall in place volume for the design beach plus 70 ft advance nourishment is

## **South Padre Island Large Scale Beach Nourishment**

approximately 643,000 cy, and increases to 845,000 cy for the 100 ft advance nourishment option. The base project is expected to create a dry beach width (from dune/bulkhead to high tide line) of approximately 150 to 200 ft. Typical beach nourishment projects include a dune component; however, there are many areas of the City where there is already a significant dune feature.

### **Project Limits**

The project bounds were selected with the southern limit at Station 175+00 and the northern limit at 275+00, resulting in 10,000 ft of placement area. This layout ties into a relatively stable area on the southern end and extends through the City. The northern end of the project extends outside of the City's limits and into Andy Bowie Park, which is operated by Cameron County. This layout will provide a less abrupt transition between the new advanced shoreline and the existing shoreline (which is located further seaward in the vicinity of CBI 25 or approximately Sta. 275+00) to help reduce end losses. The location of the project ends should also help to maintain more material within the very northern reaches of the City that are currently the most critically eroded. On either side of the project, 1,000 ft transitions were established to taper the nourished beach width back to the existing beach width. The transitions allow for a smoother change from the wide nourished beach to the existing beach and bring the overall project length to 12,000 ft.

### **CONSTRUCTION**

The dredging of the borrow areas will likely be done utilizing a hopper dredge, due to the long distance from the borrow site to the placement area. The hopper dredges are typically ships with 2 drag arms that dredge sand off the bottom. The material is then placed in the hull of the ship and transported to the project site. The dredging contractor will set up a pump-out station offshore of the nourishment location and discharge the sand onto the beach as a slurry through a submerged pipeline. Medium to large hopper dredges and scows generally have a loaded draft of about 20 to 25 feet, so the pump-out station will likely be located about 5,000 feet offshore.

Once the material reaches the placement area, bulldozers and other equipment will be utilized to spread the material and shape it to the construction template. A shore parallel dike is also built to help contain the discharged sand slurry and to allow sediment to fall out before reaching open water. As a section of beach is built, pipe is added and the project moves up the shoreline. Hydrographic surveys will be performed along the newly created beach to verify the quantity and that the beach was built according to the plans and specifications.

**Time to Construct:** Project mobilization typically can take 30 to 60 days and includes bringing all equipment to site, laying the offshore pipeline, and performing pre-construction surveys. Dredging operations will depend mostly on weather, particularly since the project is expected to be constructed outside of sea turtle nesting season during winter months. Because of the distance from the borrow site to the placement area, there will be a relatively long time between sand deliveries. The distance between the borrow and placement sites is approximately 20 miles (17.4 nmi); therefore production for two (2) medium class dredges is estimated at 10,000 to 12,000 cy



## **South Padre Island Large Scale Beach Nourishment**

per day. Considering weather and other delays, the time to construct approximately 643,000 cy (in place) of beach would be between 75 to 100 days, though this time could change significantly depending on the number and size of the dredges and weather. Once dredging is complete, another 30 days is expected to complete final grading, surveying, and equipment removal. Total construction time is therefore estimated at 150 days or 5 months (with an additional 30 days estimated to construct 100 ft of advance nourishment). Some tasks can begin or end inside the sea turtle window either if no construction work on the beach is taking place or monitoring protocols are followed.

### **PROJECT MONITORING**

Monitoring of the completed beach nourishment will be important for the following:

- (1) identifying maintenance and/or re-nourishment requirements
- (2) helping the project qualify for Federal disaster-recovery funding if it is eroded by a storm
- (3) gaining knowledge that will supplement previous monitoring and can be applied to planning and designing future projects

The recommended methods for beach monitoring are aerial and ground photography, beach profile surveying, and sediment sampling. These efforts will continue and build upon the work that has been ongoing to date. Monitoring will also be conducted during construction by requiring the dredging contractor to provide acceptance surveys and aerial photography of the completed work.

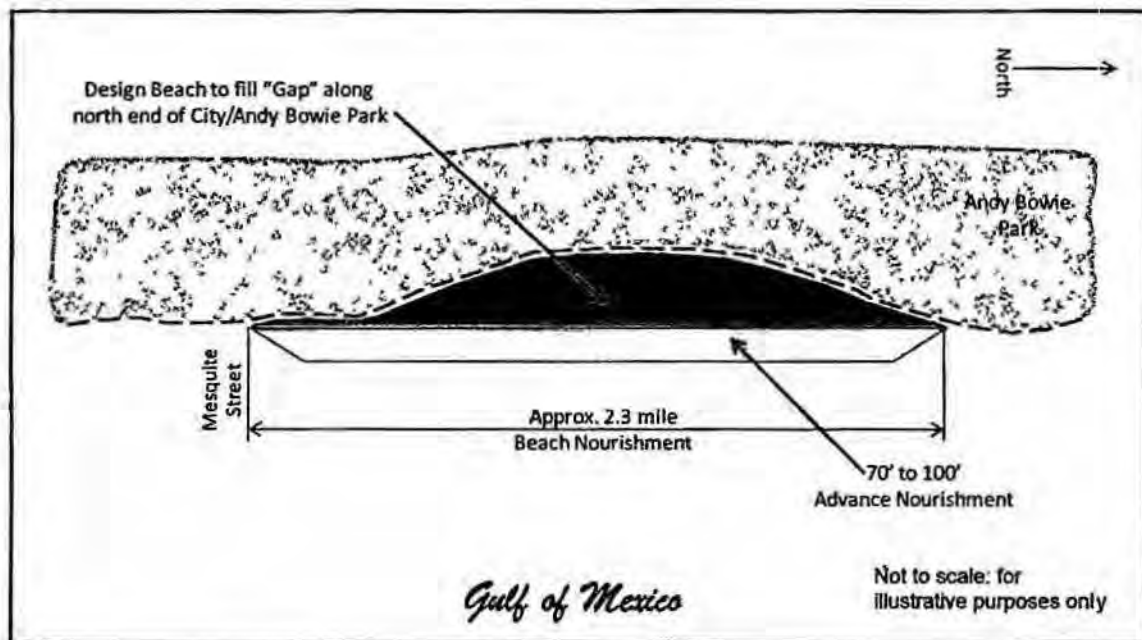
### **COSTS**

The cost for the design berm plus the 70 ft width of advance nourishment is estimated at \$12,821,000. The additive item of 30 additional feet to expand the advance nourishment to 100 ft would increase the project cost to approximately \$15,840,900. Actual costs are subject to market conditions at the time of bidding and may vary from those shown herein. In addition, the ability to construct during the sea turtle nesting season may lower costs due to it typically being a time of fewer dredging projects and historically lower turtle takes, which may reduce need for trawling.

### **SUMMARY**

- The northern portion of SPI has historically been erosional, though past nourishment projects have helped minimize erosion over the past 17 years.
- The project has been designed and a sand source established for the project. Currently, the City of South Padre has design drawings and construction documents ready for bidding.
- Permitting for the project is complete. SWG-2007-1276 is currently being updated to renew its expiration date of December 2015.

## South Padre Island Large Scale Beach Nourishment





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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** Bharat R. Patel, Mayor

**DEPARTMENT:** City Council

**ITEM**

Discussion and possible action to consider different locations for the purchase, construction and/or development of a Space X viewing area/building

**ITEM BACKGROUND**

The SpaceX Project, with its scheduled monthly launches, provides a significant opportunity to build leisure travel to the SPI destination on a year round basis. Adding a new, related attraction would help enhance the opportunity for more year round travel, and could provide reasons for all visitor segments to come more often. (Arnold)

**BUDGET/FINANCIAL SUMMARY**

The Convention Centre excess reserve balance is \$2.2 million. This is before any funds to be allocated for Convention Centre infrastructure, which will require a budget amendment approved by Council. (Gimenez)

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

§ 351.101. Use Of Tax Revenue.

**Texas Statutes**

**Tax Code**

**Title 3. Local Taxation**

**Subtitle D. Local Hotel Occupancy Taxes**

**Chapter 351. Municipal Hotel Occupancy Taxes**

**Subchapter B. Use And Allocation Of Revenue**

*Current with legislation passed during the 2015 Regular Session effective through 1/1/2016*

**§ 351.101. Use Of Tax Revenue**

- (a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:
  - (1) the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;
  - (2) the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
  - (3) advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
  - (4) the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;
  - (5) historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:
    - (A) at or in the immediate vicinity of convention center facilities or visitor information centers; or
    - (B) located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;
  - (6) for a municipality located in a county with a population of one million or less, expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity;
  - (7) subject to Section 351.1076, the promotion of tourism by the enhancement and upgrading of existing sports facilities or fields, including facilities or fields for

baseball, softball, soccer, flag football, and rodeos, if:

(A) the municipality owns the facilities or fields;

(B) the municipality:

- (i) has a population of 80,000 or more and is located in a county that has a population of 350,000 or less;
- (ii) has a population of at least 75,000 but not more than 95,000 and is located in a county that has a population of less than 200,000 but more than 160,000;
- (iii) has a population of at least 36,000 but not more than 39,000 and is located in a county that has a population of 100,000 or less that is not adjacent to a county with a population of more than two million;
- (iv) has a population of at least 13,000 but less than 39,000 and is located in a county that has a population of at least 200,000;
- (v) has a population of at least 70,000 but less than 90,000 and no part of which is located in a county with a population greater than 150,000;
- (vi) is located in a county that:
  - (a) is adjacent to the Texas-Mexico border;
  - (b) has a population of at least 500,000; and
  - (c) does not have a municipality with a population greater than 500,000;
- (vii) has a population of at least 25,000 but not more than 26,000 and is located in a county that has a population of 90,000 or less;
- (viii) has a population of at least 7,500 and is located in a county that borders the Pecos River and that has a population of not more than 15,000;
- (ix) is located in a county that has a population of not more than 300,000 and in which a component university of the University of Houston System is located; or
- (x) has a population of at least 40,000 and the San Marcos River flows through the municipality; and

(C) the sports facilities and fields have been used, in the preceding calendar

year, a combined total of more than 10 times for district, state, regional, or national sports tournaments;

- (8) for a municipality with a population of at least 70,000 but less than 90,000, no part of which is located in a county with a population greater than 150,000, the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility;
  - (9) signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality;
  - (10) the construction of a recreational venue in the immediate vicinity of area hotels, if:
    - (A) the municipality:
      - (i) is a general-law municipality;
      - (ii) has a population of not more than 900; and
      - (iii) does not impose an ad valorem tax;
    - (B) not more than \$100,000 of municipal hotel occupancy tax revenue is used for the construction of the recreational venue;
    - (C) a majority of the hotels in the municipality request the municipality to construct the recreational venue;
    - (D) the recreational venue will be used primarily by hotel guests; and
    - (E) the municipality will pay for maintenance of the recreational venue from the municipality's general fund;
  - (11) the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility, if the municipality:
    - (A) has a population of at least 90,000 but less than 120,000; and
    - (B) is located in two counties, at least one of which contains the headwaters of the San Gabriel River; and
  - (12) for a municipality with a population of more than 175,000 but less than 225,000 that is located in two counties, each of which has a population of less than 200,000, the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of a coliseum or multiuse facility and related infrastructure or a venue, as defined by Section 334.001(4), Local Government Code, that is related to the promotion of tourism.
- (b) Revenue derived from the tax authorized by this chapter shall be expended in a manner

directly enhancing and promoting tourism and the convention and hotel industry as permitted by Subsection (a). That revenue may not be used for the general revenue purposes or general governmental operations of a municipality.

- (c) The governing body of a municipality by contract may delegate to a person, including another governmental entity or a private organization, the management or supervision of programs and activities funded with revenue from the tax authorized by this chapter. The governing body in writing shall approve in advance the annual budget of the person to which it delegates those functions and shall require the person to make periodic reports to the governing body at least quarterly listing the expenditures made by the person with revenue from the tax authorized by this chapter. The person must maintain revenue provided from the tax authorized by this chapter in a separate account established for that purpose and may not commingle that revenue with any other money. The municipality may not delegate to any person the management or supervision of its convention and visitors programs and activities funded with revenue from the tax authorized by this chapter other than by contract as provided by this subsection. The approval by the governing body of the municipality of the annual budget of the person to whom the governing body delegates those functions creates a fiduciary duty in the person with respect to the revenue provided by the tax authorized by this chapter.
- (d) A person with whom a municipality contracts under this section to conduct an activity authorized by this section shall maintain complete and accurate financial records of each expenditure of hotel occupancy tax revenue made by the person and, on request of the governing body of the municipality or other person, shall make the records available for inspection and review to the governing body or other person.
- (e) Hotel occupancy tax revenue spent for a purpose authorized by this section may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promotion and servicing expenditures authorized under Section 351.101(a). If a municipal or other public or private entity that conducts an activity authorized under this section conducts other activities that are not authorized under this section, the portion of the total administrative costs of the entity for which hotel occupancy tax revenue may be used may not exceed the portion of those administrative costs actually incurred in conducting the authorized activities.
- (f) Municipal hotel occupancy tax revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.
- (g) Nothing in this section shall prohibit any private entity, person, or organization from making subgrants by contract to any other person, entity, or private organization for expenditures under Section 351.101(a)(4). A subgrantee shall:



- (1) at least annually make periodic reports to the governing body of its expenditures from the tax authorized by this chapter; and
  - (2) make records of these expenditures available for review to the governing body or other person.
- (h) In addition to the uses authorized by Subsection (a), a municipality described by Subsection (a)(7)(B)(viii), as added by Chapter 546 (S.B. 585), Acts of the 83rd Legislature, Regular Session, 2013, may use revenue derived from the tax authorized by this chapter to promote tourism and the convention and hotel industry by constructing, maintaining, or expanding a sporting-related facility owned by the municipality if:
  - (1) the majority of the events at the facility involve participants staying at hotels in the municipality; and
  - (2) for a fiscal year, the municipality does not reduce the amount of that revenue that it uses for a purpose described by Subsection (a)(3) to an amount that is less than the lesser of:
    - (A) the amount of that revenue used by the municipality for that purpose during the municipality's 2015 fiscal year; or
    - (B) the total amount of that revenue received in the fiscal year.
- (i) In addition to the purposes provided by Subsection (a), a municipality that has a population of at least 75,000 but not more than 95,000 and that is located in a county that has a population of more than 160,000 but less than 200,000 may use revenue from the municipal hotel tax to promote tourism and the convention and hotel industry by constructing, operating, or expanding a sporting related facility or sports field owned by the municipality, if the majority of the events at the facility or field are directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels in the municipality.
- (j) In addition to the purposes provided by Subsection (a), a municipality that has a population of not more than 5,000 and at least part of which is located less than one-eighth of one mile from a space center operated by an agency of the federal government may use revenue from the municipal hotel occupancy tax for expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.
- (k) In addition to other authorized uses, a municipality that is intersected by both State Highways 71 and 95 may use revenue from the municipal hotel occupancy tax for the promotion of tourism by the enhancement and upgrading of an existing sports facility or field as specified by Subsection (a)(7), provided that the requirements of Subsections

(a)(7)(A) and (C) are met.

**Cite as Tex. Tax Code § 351.101**

**History.** Amended by Acts 2015, Texas Acts of the 84th Leg. - Regular Session, ch. TBD, Sec. 16.004, eff. 9/1/2015.

Amended by Acts 2015, Texas Acts of the 84th Leg. - Regular Session, ch. TBD, Sec. 2, eff. 9/1/2015.

Amended by Acts 2015, Texas Acts of the 84th Leg. - Regular Session, ch. TBD, Sec. 1, eff. 9/1/2015.

Amended by Acts 2015, Texas Acts of the 84th Leg. - Regular Session, ch. TBD, Sec. 1, eff. 9/1/2015.

Amended by Acts 2015, Texas Acts of the 84th Leg. - Regular Session, ch. TBD, Sec. 1, eff. 6/17/2015.

Amended by Acts 2015, Texas Acts of the 84th Leg. - Regular Session, ch. TBD, Sec. 1, eff. 6/17/2015.

Amended by Acts 2015, Texas Acts of the 84th Leg. - Regular Session, ch. TBD, Sec. 1, eff. 6/17/2015.

Amended by Acts 2013, 83rd Leg. - Regular Session, ch. 161, Sec. 19.012, eff. 9/1/2013.

Amended by Acts 2013, 83rd Leg. - Regular Session, ch. 546, Sec. 1, eff. 6/14/2013.

Amended by Acts 2013, 83rd Leg. - Regular Session, ch. 541, Sec. 1, eff. 6/14/2013.

Amended By Acts 2011, 82nd Leg., R.S., Ch. 91, Sec. 23.004, eff. September 1, 2011.

Amended By Acts 2011, 82nd Leg., R.S., Ch. 1163, Sec. 120, eff. September 1, 2011.

Amended By Acts 2011, 82nd Leg., R.S., Ch. 247, Sec. 1, eff. June 17, 2011.

Amended By Acts 2011, 82nd Leg., R.S., Ch. 764, Sec. 1, eff. June 17, 2011.

Amended By Acts 2009, 81st Leg., R.S., Ch. 402, Sec. 1, eff. June 19, 2009.

Amended By Acts 2009, 81st Leg., R.S., Ch. 1220, Sec. 3(a), eff. June 19, 2009.

Amended By Acts 2009, 81st Leg., R.S., Ch. 1322, Sec. 1, eff. June 19, 2009.

Amended By Acts 2007, 80th Leg., R.S., Ch. 1144, Sec. 1, eff. June 15, 2007.

Amended By Acts 2005, 79th Leg., Ch. 1247, Sec. 1, eff. June 18, 2005.

Amended By Acts 2003, 78th Leg., ch. 209, Sec. 90, eff. Oct. 1, 2003.

Amended By Acts 2003, 78th Leg., ch. 303, Sec. 1, eff. June 18, 2003.

Amended By Acts 2001, 77th Leg., ch. 1308, Sec. 3, eff. June 16, 2001.

Amended By Acts 2001, 77th Leg., ch. 755, Sec. 1, eff. June 13, 2001.

Amended By Acts 1995, 74th Leg., ch. 1027, Sec. 1, eff. Aug. 28, 1995.

Amended By Acts 1993, 73rd Leg., ch. 680, Sec. 3, eff. Sept. 1, 1993.

Amended By Acts 1989, 71st Leg., ch. 1110, Sec. 4, eff. Oct. 1, 1989.

Amended by Acts 1989, 71st Leg., ch. 2, Sec. 14.24(a), eff. Aug. 28, 1989.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.



AN ACT

relating to the use of municipal hotel occupancy taxes by certain municipalities for ecological and space exploration-related tourism.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter B, Chapter 351, Tax Code, is amended by adding Section 351.1054 to read as follows:

Sec. 351.1054. ALLOCATION OF REVENUE FOR ECOLOGICAL TOURISM AND SPACECRAFT AND SPACEPORT ACTIVITIES BY CERTAIN MUNICIPALITIES.

(a) In this section, "spacecraft" and "spaceport" have the meanings assigned by Section 507.001, Local Government Code.

(b) Notwithstanding any other provision of this chapter, an eligible barrier island coastal municipality may use revenue from the municipal hotel occupancy tax for:

(1) promotional and event expenses for an ecological tourism event, including an event for which the primary attraction is traveling to an area of natural or ecological interest for the purpose of observing and learning about wildlife and the area's natural environment, if:

(A) a majority of the event's participants are tourists; and

(B) the event substantially increases economic activity at hotels and motels within or in the vicinity of the municipality; and

(2) expenses directly related to:

(A) the acquisition of sites to observe spacecraft and spaceport activities; and

(B) the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of facilities utilized by hotel guests to observe and learn about spacecraft and spaceport operations.

(c) A municipality may use for the purposes provided by Subsections (b)(1) and (2) not more than the greater of:

(1) 15 percent of the hotel occupancy tax revenue collected by the municipality; or

(2) the amount of tax received by the municipality at the rate of one percent of the cost of a room.

SECTION 2. Section 351.1055(d), Tax Code, is amended to read as follows:

(d) Notwithstanding any other provision of this chapter and except as provided by Subsection (e), an eligible barrier island coastal municipality shall use at least the amount of revenue derived from the application of the tax at a rate of seven percent of the cost of a room for the purposes authorized under Sections 351.101(a)(1) and (3) and Sections 351.1054(b)(1) and (2). If an eligible barrier island coastal municipality uses hotel occupancy tax revenue for a purpose described by Section 351.1054(b)(2), the municipality may not reduce the amount of revenue that is used for purposes described by Section 351.101(a)(3) to an amount that is less than the average amount of revenue used by the municipality for purposes described by Section 351.101(a)(3) during the 36-month period that precedes the municipality's first use of revenue for a purpose described by Section 351.1054(b)(2).

SECTION 3. This Act takes effect immediately if it receives

a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2015.

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

I certify that H.B. No. 1717 was passed by the House on April 23, 2015, by the following vote: Yeas 137, Nays 2, 2 present, not voting.

\_\_\_\_\_  
Chief Clerk of the House

I certify that H.B. No. 1717 was passed by the Senate on May 23, 2015, by the following vote: Yeas 30, Nays 1.

\_\_\_\_\_  
Secretary of the Senate

APPROVED:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor



## **2015 Legislative Update**

### **A Very Successful 2015 Legislative Session for Texas Lodging Industry**

The 84<sup>th</sup> Regular Session of the 2015 Texas Legislature officially wrapped up on June 1<sup>st</sup>. During its 140 day term, the Legislature considered 6,276 House and Senate bills. Of the bills filed, 1,322 passed the Legislature, giving the 84<sup>th</sup> Legislature a 21% bill passage rate, which is about four percentage points below average. Much of the low passage rate had to do with a near record number of freshman Senators and Representatives, and also the fact that this has been the most conservative legislature Texas has seen in many years.

THLA reviewed every one of the over 6,200 filed bills for impact on the lodging industry. When a bill negatively affects our industry, THLA opposes or seeks amendments to the bill. At the same time, THLA actively works to pass bills that ensure the economic vitality of the lodging industry, such as full funding for tourism promotion, tourism public improvement districts, reducing franchise taxes, protecting the industry from excessive regulations, prohibiting artificially high wage mandates. We are proud to report that we accomplished every one of these items this session.

This report covers the bills most important to our industry. To review all the bills tracked by THLA that were passed by the Legislature, [follow this link](#).

### **Franchise Tax Rate Reduction (HB 32)**

The franchise tax is Texas's version of a corporate income tax. Currently, Texas imposes a one percent "franchise tax" on the net income of corporate entities (in the case of hotels, gross revenues minus a portion of your total labor costs). THLA advocated for a reduction in the one percent franchise tax rate. Reducing the franchise tax would lower the cost of doing business for Texas hoteliers, and would enable Texas businesses to create more jobs and spur economic growth. By the end of the session, the Legislature agreed to a reduction of the current franchise tax rate for hotels from one percent to .75 percent (a 25% reduction in the franchise tax rate). THLA is pleased to announce that HB 32 passed the legislature and was signed by the Governor. The reduction will become effective for franchise tax liability in 2016.

### **Retention of Mixed Beverage Tax Savings**

In the 2013 Texas Legislative Session, THLA was successful in reducing the inclusive mixed beverage gross receipts tax from 14% to 6.7%. This amounted to a 51 percent reduction in the mixed tax liability for hotels, a cost of doing business in Texas. There was an effort to make legislative changes to the mixed beverage tax this session, but THLA ensured that there would be no increases to the current mixed beverage tax rate.

## **Tourism Public Improvement Districts (SB 837)**

In 2011, THLA passed legislation that allowed Dallas hoteliers to petition the City for creation of the first tourism public improvement district in the State of Texas. The Dallas Tourism PID has been so successful that it has led to four other cities asking THLA to pass state legislation this session to allow them to also be able to create a tourism public improvement district in their area. Accordingly, THLA offered legislation this session to authorize Austin, Arlington, Fort Worth, and San Antonio to create a "tourism public improvement district" (TPID) within each city. The purpose of the tourism district is to allow hotels to propose a self-assessment, which creates additional funding for marketing and incentives to attract convention and group business to the area.

SB 837 gives hoteliers in Austin, Arlington, Fort Worth, and San Antonio the authority to petition the City for creation of a tourism public improvement district. The state legislation provides that a TPID can only be created after over sixty percent of the affected hotel property owners sign a petition asking for the creation of such a district, and with the approval of the district by a majority vote of the city council. This bill has successfully passed during the 2015 legislative session and has been signed by the Governor.

## **State Tourism Promotion Funding (HB 1 / SB 2)**

One of our primary goals for the 2015 session was to ensure the state tourism promotion program administered by the Governor's Tourism Division received full state funding to enable it to continue to successfully promote Texas as a tourism destination. Under current law, one-half of one percent of the state hotel occupancy tax is dedicated to this state tourism promotion program (about \$34 million annually), and this marketing program has been tremendously successful. For every \$1 the state spends marketing Texas as a tourism destination, more than \$7 is returned in state tax revenues. Our message to the Legislature continued to be that Texas cannot afford to cut tourism promotion funding because this funding fuels many times that amount in economic activity that generates state tax dollars needed to fund all state programs. We are pleased to report that the State's biennial budget includes not only full funding for tourism promotion, but also an estimated increase of over \$11 million annually (a thirty percent increase) in state funding for tourism promotion over the base appropriation. This additional funding is due to a budget rider THLA helped to secure to "true up" the budget appropriation for tourism funding to equal all actual receipts from the dedicated portion of the hotel tax. For purposes of our industry, this means that the TravelTex marketing program will be able to continue to be funded sufficiently so that it can remain one of the most successful state tourism marketing programs worldwide. We also secured a provision allocating all unexpended balances of the actual state hotel tax revenue that is dedicated to tourism promotion which should also add in several million additional dollars.

## **Beach Funding for Corpus Christi, Port Aransas, Quintana, and Surfside Beach (HB 1915)**

THLA actively worked on state legislation to provide state hotel tax funding for beach maintenance and preservation for Corpus Christi, Port Aransas, Quintana, and Surfside Beach. In years past, the Texas Legislature had approved a special statute that dedicated one-third of the revenue generated from the state hotel tax in Galveston and South Padre Island to those local communities for beach restoration and clean-up. For example, if the 6 percent state hotel tax generates \$300 in state hotel tax proceeds from Galveston or South Padre Island, \$100 is given back to the city that generated the state hotel tax to be used by that city for restoration and/or clean-up of area beaches.



HB 1915 provides Corpus Christi, Port Aransas, Quintana, and Surfside Beach with the same one third of the state hotel tax for its beaches that is currently provided to Galveston and South Padre Island. This state funding will provide almost four million dollars to these areas each year to address beach restoration and clean-up. Specifically, HB 1915 produces over \$3 million in annual beach funding for Corpus Christi, an additional \$750 thousand in annual beach funding for Port Aransas, \$160 thousand in annual beach funding for Surfside Beach, and \$3 thousand in annual beach funding for Quintana. This bill passed during the 2015 legislative session and has been signed by the Governor.

### **Retention of the Permanent Resident (over 30-day) Hotel Occupancy Tax Exemption (HB 3694 / SB 846)**

THLA opposed HB 3694 / SB 846 that would have allowed a Texas city to repeal the permanent resident hotel tax exemption for that city (Andrews), setting a precedent for the removal of the over 30 day hotel tax exemption in other Texas cities. The House bill was heard in committee, and THLA worked with the City of Andrews and Representative Landgraf on the issue. The Sponsor agreed not to push the issue further during the 2015 Legislative Session if THLA committed to working with the City of Andrews and the Texas Municipal League in the interim period (2016) on an approach to the permanent resident exemption that will be a win/win for the lodging industry and certain specially impacted Texas communities.

### **Texas Events Trust Fund Reform**

Early in the legislative session, THLA took on a prominent role in communicating the priorities of a consortium of Texas communities regarding the state events trust fund programs including the Major Events trust fund and the Events trust fund. These programs allow cities to receive reimbursements for many of their up-front investments when conducting competitively-bid events, including bidding to gain an event, building, maintenance, and facilities improvements necessary to hold a major tourism event, and public safety/security personnel in conjunction with hosting such events. In turn, the State of Texas directly benefits from increases in the state sales tax, alcohol taxes, and hotel taxes generated from these events. As an incentive for investing local dollars to secure these major events, a small portion of the state tax revenues generated directly from those events are rebated back to the host cities.

With new political leadership in the state's highest offices, there was a desire to both reorganize and rebrand the events trust fund programs. To accomplish this, bills were filed at the Legislature that renamed the programs and transferred their administration from the state Comptroller's Office to the Governor's Office of Economic Development and Tourism. THLA supported these bills and worked with the relevant legislative offices to achieve favorable reforms.

Over 20 bills affecting the events trust fund were filed, and most provisions were ultimately condensed into four bills that passed the legislature. The following bills passed and have been signed by the Governor.

- Senate Bill 633 by Fraser:
  - Transfers the events trust fund programs from the Comptroller's Office to the Governor's Office of Economic Development & Tourism;
  - Uses THLA provided wording that gives authority to the Office of Economic Development & Tourism to adopt rules to ensure efficient administration of the funds;

- adds ten (10) new events that can apply to participate in the Major Events trust fund if they meet the existing program criteria; and
  - Gives authority for Houston First to participate in the program as an endorsing municipality or an endorsing county.
- House Bill 26 by Button: renames the Major Events trust fund as the “Major Events Reimbursement Program.”
- House Bill 3402 by Smith: adds the Harris County-Houston Sports Authority venue district as an endorsing municipality or endorsing county for participation in the events trust fund programs.
- Senate Bill 293 by Nelson: adds ESPN, NASCAR, and the UFC as site selection organizations under the Major Events trust fund statute. This was a cleanup bill from the 83rd legislative session when these organizations were mistakenly not listed in the statute.

Together, these pieces of legislation accomplish our goals for the reforms and reorganization of the events trust funds. In particular, we think that it is a positive change to have the event trust fund programs administered by the Governor’s Economic Development Office and treated and administered with the focus of it being an economic development program. We will continue to work with the Governor’s Office in the transition of the programs so that our members’ interests of efficiency and ease of administration are accounted for in the new administration of these programs.

## **School Start Date Legislation**

THLA worked with the Texas Travel Industry Association in 2001 to pass the uniform school start date law which currently mandates that Texas schools may not start the school year until the fourth Monday in August. This uniform school start date requirement ensures a full summer travel period for Texas families who would like to visit Texas’s many destinations including our summer resort and vacation areas. For Texas, it means over \$700 million in additional economic activity. There were nine bills that were filed this legislative session that proposed repealing or amending state law to allow schools to start school at least a week or two earlier. THLA worked with industry partner TTIA to ensure that the current uniform school start dates remained intact. By the end of the Legislative Session, none of the school start date bills received a public hearing.

**Calculation of School Days in the Year:** There was one bill that did pass that provided a positive change in the way that schools can meet the state mandate for a set amount of instruction for students. HB 2610 provides additional flexibility in school calendars by setting a minimum number of minutes of instruction per school year, instead of a minimum number of school days per school year. This will allow schools to consider adding time onto each day of instruction without adding additional days into the school year.

## **Hotel Tax Administration; Definition of Short-Term Rentals**

HB 1905 provides a definition of short term rental and clarifies that state and local governments have the right to collect hotel taxes from a residential short-term rental unit.

HB 1905 also allows cities to use up to 1% of the city’s hotel tax revenue to create an electronic system for installing and administering the collection of hotel taxes. The bill originally allowed for up to 2% of the revenue to go towards this purpose, and THLA secured a change to the bill that would cap the amount of expenditures

from the hotel tax for this purpose at no more than one percent of the hotel tax. Additionally, the proponents of the legislation have agreed that they will not ask a city to use more than \$75,000 per year from the hotel tax for its costs for installation of an electronic filing system. The proponents also agreed to not seek such a use of local hotel tax unless hotel operators also receive a reimbursement of one percent of their total hotel tax collections for the costs incurred by hotels for collection of hotel tax revenue. HB 1905 passed during the 2015 legislative session and has been signed by the Governor.

## **Firearms**

**HB 1910: Open Carry of Firearms.** This session saw a record number of bills filed related to the carrying of firearms. Most of these bills involved allowing citizens to carry firearms openly (i.e. "open carry"). The ability to do open carry passed this session in HB 910. This bill retains the hotel industry's authority as business owner to still choose to restrict open and/or concealed carry of firearms by the public on our business premises if the business provides the proper notices. HB 910 passed during the 2015 legislative session and has been signed by the Governor.

## **Ability to Direct Dial 9-1-1**

SB 788 requires all multi-line telephone systems (MLTS) to directly dial 9-1-1 without a prefix. This legislation stems from the December 2013 murder of Kari Hunt in a Marshall, Texas hotel guestroom. Last summer, THLA worked cooperatively with state agencies on potential regulations that would transition in direct dial capacity requirements for hotel phones in guest rooms. During this legislative session, we negotiated reasonable state regulatory provisions with Senator Eltife and Representative Paddie to make sure any mandates were not fiscally burdensome.

Our compromise language requires hotels (and other MLTS operators) to re-program their telephone equipment to directly dial 9-1-1 without a prefix. For properties with older MLTS equipment that is incapable of being re-programmed to direct dial 9-1-1, the property may continue using that equipment until the equipment is naturally phased out and replaced under the property's capital improvement plan. SB 788 passed and has been signed into law by the Governor. Effective compliance date for businesses is September 1, 2016.

## **Funding for State Parks**

HB 158 and SB 1366 provides for the full allocation of the dedicated portion of the sales tax from the sale of sporting goods to go towards funding Texas Department of Parks and Wildlife. These bills passed during the 2015 legislative session and have been signed by the Governor.

## **Texas Windstorm Insurance Association**

SB 900 requires the Texas Windstorm Insurance Association (TWIA) to meet a less harsh 1-in-100 year probable maximum loss to ensure claims are paid in the aftermath of a major catastrophe. SB 900 also amends the Association's board of directors to ensure all stakeholders have equal representation: the bill keeps a 9-member board, but goes from a 5-4 industry/coastal representation, and instead goes to a 3-3-3 industry/coastal/inland representation composition. Finally, SB 900 gives the Texas Department of Insurance Commissioner the authority to privatize the Association's management if the Commissioner determines it is in the best interest of policyholders and the public. SB 900 passed this session and has been signed by the Governor.



## Patent Troll Reform

Patent Troll activity has plagued commercial businesses including hotels with frivolous lawsuits alleging patent infringement for often bogus patent claims. SB 1457 creates a state law cause of action that will allow businesses such as hotels that have been sued in a frivolous patent infringement lawsuit to counterclaim that the suit was brought in bad faith, and allows the Texas Attorney General to pursue a case against entities filing frivolous patent lawsuits or making unwarranted demands. SB 1457 passed and has been signed by the Governor.

## Local Hotel Tax Use

**Nassau Bay. Use of Hotel Tax for Improvements to a Marina Based on Impact to Hotel Activity.** The City of Nassau Bay requested legislation to expand the use of local hotel tax revenues: HB 1585 by Representative Dennis Paul. The initial filed version of the bill would have allowed Nassau Bay to use up to 45% of its hotel tax revenue for general construction and maintenance projects, projects improving the visual appeal of areas, and projects updating signage; as well as up to 15% of the local hotel tax revenue for peace officers, firefighters, emergency medical services personnel, or other local government employees working at special events attended by large numbers of tourists.

THLA opposed the original version of legislation. At the sponsor's request, THLA rewrote the bill to tighten the provisions to ensure appropriate uses of the hotel tax that would have a direct and measurable impact on local hotel activity. The bill now:

1. Allows the use of hotel tax for a convention center, marina, visitor center meeting room, or hotel facility that that substantially enhances hotel activity in the city.
2. The facility must also be owned by a city and be located within a 1,000 feet of a hotel property.
3. The total amount spent may not exceed the amount of hotel revenue attributable to events at that facility for the fifteen year period following the construction of the improvement.
4. The City must annually publish a report noting the hotel activity that is generated from activities funded by this expenditure of hotel tax.
5. The expenditures by the City for this purpose are subject to a requirement to refund the hotel tax fund from the City's General Fund if the project does not have the required ROI in hotel activity.

**South Padre Island. Use of Hotel Tax for EcoTourism Activities and Viewing Facilities for SpaceX.** HB 1717 allows the City of South Padre Island to use a limited amount of hotel tax revenue for the promotional and event expenses for an ecological tourism event if the majority of the event's participants are tourists, and if the event substantially increases economic activity at area hotels. The bill also allows South Padre Island to expend local hotel tax on expenses related to the improvement of sites for hotel guests to observe spacecraft launches. Both of these uses are capped to a combined total of no more than 15% of the hotel tax collected by the municipality. THLA worked cooperatively with the City of South Padre to secure passage of this bill. HB 1717 has been signed by the Governor.

**Convention Center Hotel Bills: El Paso, Frisco, McKinney, Nacogdoches, Odessa, Round Rock, and Tyler.** A number of bills were filed to allow the following cities to use hotel tax revenue to construct a convention center hotel: El Paso, Frisco, McKinney, Nacogdoches, Odessa, Round Rock, and Tyler. These bills add these cities to existing authority held by other communities to use hotel occupancy tax revenue for the construction of a convention center hotel project. Referred to as "qualified hotel projects," only the hotel tax revenue generated by the particular convention center hotel can be used to pay for the project. Additionally, those cities are

entitled to receive a rebate of state hotel occupancy taxes, state sales taxes, and state alcoholic beverage taxes from the eligible project for the first 10 years after the project opens for occupancy. THLA requested and received vital language in these bills to protect the continued funding for the area CVB at historic levels. HB 1964 has been signed by the Governor.

**Sporting Facility Funding Bills: Victoria; San Marcos and Bastrop; Bryan and College Station; Pecos, Pleasanton, and Dilley.**

**Victoria: Use of Hotel Tax for Sports Facilities Generating Hotel Activity:** HB 3595 will allow the City of Victoria to use a portion of its hotel tax revenue to construct new sports facilities. THLA worked closely with Victoria before the session to create language that will ensure the sports facility will greatly impact lodging activity, and also to ensure the City continues to fully fund advertising and promotion of the hotels in the area. HB 3595 has been signed by the Governor.

**San Marcos and Bastrop: Use of Hotel Tax for Sports Structures Including Rodeo Facilities that Generate Hotel Activity.** HB 3615 will add the City of San Marcos and Bastrop to a list of cities that can use hotel tax revenues to improve certain sports facilities. Existing law includes strict requirements for return-on-investment for the hotel industry from these facilities. This expansion of eligible cities for this purpose was supported by THLA. Additionally, the type of eligible sports facilities has been expanded to include rodeo facilities. HB 3615 has been signed by the Governor.

**Bryan and College Station: Use of Hotel Tax for Sporting Related Facilities or Fields.** HB 3629 provides authority for Bryan and College Station to use hotel tax revenue for new sporting facilities or fields. The bill imposes the following requirements on such expenditures:

1. The facilities and/or fields must be owned by the municipality.
2. A majority of the events at the facility or field must be directly related to a sporting event that substantially increases hotel activity.
3. The city may not use hotel tax for the acquisition of the land.
4. The facilities must meet strict requirements for return on investment for the hotel industry.
5. The city may not spend more on the facility or field than will be generated in hotel revenue from sporting events held at that facility over the next five years.
6. The city must publish an annual report of the actual room night and economic impact of events held at the facility or field.
7. The city must reimburse the hotel tax fund for any deficit between the amount spent on the facility from hotel tax and the amount of hotel revenue generated from events at the facility over the subsequent five years.

THLA and the Brazos Valley hotel community worked closely with the two cities to ensure the new authority will benefit all parties. HB 3692 has been signed by the Governor.

**Pecos, Pleasanton, and Dilley: Criteria for Bonds to Build Sporting Facilities with Hotel Tax.** HB 3772 provides authority for Pecos, Pleasanton, Jourdan, and Dilley to issue bonds payable with hotel tax revenue for certain limited sporting facilities. THLA negotiated with these cities to ensure:

1. The sporting facilities will have the requisite amount of hotel impact before they are funded
2. The cities must annually report the room night and economic impact of events held at the facility.
3. The cities may not expend more hotel tax on the facility improvements than will be generated in room night revenue from events held at the facility over a set number of years.

HB 3772 has been signed by the Governor.

**Midland County Technical Correction:** HB 2019 recodifies existing law to clarify Midland County's hotel tax authority. This bill does not provide a substantive law change; rather it merely corrects a technical issue in the Tax Code. HB 2019 has been signed by the Governor.

## **New Two Percent County Hotel Occupancy Tax for Bell County (HB 4037)**

This legislative change arose from a last minute committee substitute that included a new two percent county hotel tax for Bell County that would be used to fund an Expo Center. There was a split among area hoteliers with certain Belton hoteliers favorable to the Expo Center tax and hoteliers in other cities within the county in opposition. However, all of the involved cities passed resolutions in favor of the new Expo Center proposal and the bill including this amendment passed the Legislature. THLA was able to negotiate a commitment by Bell County to use a portion of the county hotel tax for additional marketing of the area hotels. The bill has been signed by the Governor.

## **Employment Law**

**Franchisor Not Considered the Employer of Franchisee Employees.** SB 652 affirms existing state caselaw by providing that a franchisor is not considered to be the employer of a franchisee's employees. This legislation is in response to a troubling federal NLRB ruling on this issue that is on appeal right now. SB 652 has been signed by the Governor.

**Voluntary Hiring Preference for Veterans.** HB 3547 allows private employers to adopt a policy giving a preference in employment decisions regarding hiring, promotion, or retention to a veteran over another qualified applicant or employee. The bill provides that granting such a preference does not violate existing employment discrimination laws. HB 3547 has been signed by the Governor.

**Workers Comp Maximum Wage Thresholds for Injured Employees.** SB 901 amends the Labor Code to raise from \$8.50 an hour to \$10 an hour the maximum wage threshold under which an injured employee is entitled to a temporary income benefit under the Texas Workers' Compensation Act. This amount is calculated for the first 26 weeks after the injury, in an amount equal to 75 percent of the amount computed by subtracting the employee's weekly earnings after the injury from the employee's average weekly wage. SB 901 is supported by the Texas business community, and has been signed by the Governor.

## **Food Service Bills**

### **Food handler training programs (SB 582)**

THLA partnered with the restaurant industry on SB 582 to make it less costly and burdensome for employees to obtain food handler training and certification. Currently, most local jurisdictions require employees who work in the F&B department of a hotel to obtain a certification for food handling. This is usually a responsibility of the employee (or the job applicant) to complete an online course, and then print out a paper certificate. However, many cities require the food service worker to also secure a stamp on the certificate by a city employee, and the food service worker must pay an additional fee for this stamp. This fee is usually in the \$10 to \$15 range.



The legislative change eliminates the requirement for the food service worker to take the certificate to the city and pay an additional fee for this stamp. In exchange, SB 582 requires the employee be certified through one of the American National Standards Institute (ANSI) approved food handler courses. These ANSI approved courses are offered online. Many hotel brands already require an ANSI certified course. SB 582 has been signed by the Governor.

#### **Clarification on Allowance of Food and Beverages in Swimming Pools.**

THLA partnered with the attractions industry on HB 2430, a bill that clarifies that it does not violate state law for food and beverages to be consumed in swimming pools and swimming pool areas. Antiquated state agency rules prohibited food and beverages in swimming pools. This state rule had gone virtually unenforced. THLA and the tourism attractions industry worked with the state agency on a state law that formally repeals the state agency rule prohibiting consumption of food and drinks in swimming pools. HB 2430 has been signed by the Governor.

#### **Food Donations Must Meet Apparently Wholesome Standard**

HB 1050 requires all food donated to a charity to be “apparently wholesome” at the time of donation. THLA worked with the hotel brands and the restaurant industry to ensure this bill would not negatively affect our industry. The goal of this legislation was to clarify that a donor such as a hotel must ensure that the food was “apparently wholesome” at the time it was donated and the donor is not responsible for any changes to the food later when it is being handled by other operators. “Apparently wholesome food” is defined as: “[F]ood meet[ing] all quality standards of local, county, state, and federal agricultural and health laws and rules, even though the food is not readily marketable due to appearance, age, freshness, grade, size, surplus, or other condition.” HB 1050 has been signed by the Governor.

### **General Hotel Administration Bills:**

#### **Independent Hair Stylist Services at Hotels for Special Events**

HB 104 allows for licensed or permitted hair stylists to provide their services on-site at hotels for special events, such as weddings. Such actions would not be considered a violation of the terms of their cosmetology license. HB 104 has been signed by the Governor.

#### **Designating an “Out of Use” Status for Escalators to Avoid Inspection Enforcement Issues**

HB 3741 provides the Texas Department of Licensing and Regulation (TDLR) with authority to allow designation of “out of use” status for elevators, escalators, and related equipment when the equipment is not in compliance with safety code provisions. The bill allows building owners to take their equipment out of use and then postpone its annual inspection until such time as the equipment is brought into compliance. This change helps to protect building owners from potential enforcement proceedings for failure to have annual inspections completed on equipment that is out of service. HB 3741 has been signed by the Governor.

## **Payment Transactions**

**Reaffirming Prohibition against Assessing Surcharges on Credit Card, Gift Card, or Debit Card Transactions.** SB 641 reaffirms existing law prohibiting a merchant from assessing a surcharge to accept a gift card, credit card, or debit card. Also, SB 641 provides for a new warning process from the Texas Attorney General for a merchant violating this provision whereby, a merchant is given the opportunity to correct its behavior prior to prosecution. SB 641 has been signed by the Governor.

**Gift Cards with Very Low Balances to Be Refunded With Cash.** HB 2391 provides that if a gift card (a "stored value card") is redeemed in person to make a purchase, and the card's balance is less than \$2.50 following the purchase, at the consumer's request, the retailer shall refund the balance of the card to the consumer in cash. HB 2391 has been signed by the Governor.

## **No Exemption from State/Local Taxes for Out of State Disaster Response Companies**

HB 2358 clarifies that out-of-state businesses responding to Texas disasters are not exempt from taxes, including hotel occupancy taxes. HB 2358 has been signed by the Governor.

## **Concealed Handgun ID as Valid Identification**

HB 2739 provides that the holder of a concealed handgun license may not be denied access to goods, services, or facilities because the holder has or presents a concealed handgun license rather than a driver's license or other acceptable form of personal identification. HB 2739 has been signed by the Governor.

## **Landlord/Tenant Law**

**Leasing to Tenants with Felony Convictions.** HB 1510 releases a landlord from liability for leasing to a tenant convicted of a felony. HB 1510 has been signed by the Governor.

**Housing Vouchers.** SB 293 prohibits a city or county from adopting an ordinance that prohibits a landlord from considering a potential tenant's source of income when determining whether to lease the unit (i.e. the bill allows landlords to consider housing vouchers as a factor in determining whether to lease to that applicant).

*The following bills were considered by the Legislature this session and would have impacted the hotel and tourism industry, but did not pass:*

## **Facility Requirements Applicable to Residential Short Term Rentals (STRs): Defeated**

THLA supported efforts by certain hotel ownership groups to require that state and local government provisions that apply to traditional hotels should also apply to residential short term rentals. However, there was strong resistance at the Legislature to certain original provisions in the bill that would have imposed commercial building standards to short term rental structures that were built originally for limited residential use. The final committee substitute version of HB 1792 was limited to requiring STR owners to register their state and local hotel tax ID numbers with the listing service prior to the listing service posting the property online. HB 1792 was voted out of committee, but failed to be placed on the House calendar before the deadline.

## **Employment Bills: Defeated**

### **Burdensome Wage and Hour Provisions Were Defeated**

A number of bills were filed this session that would raise the minimum wage, eliminate the tip credit, and/or allow a city to set a higher minimum wage or other hourly standards for employees. In other States, many cities have set artificially high mandated wage levels for the private sector. For example, cities in California and Washington have raised their minimum wage to at least \$15/hour, and other cities around the nation have recently increased their own minimum wage or are preparing to do so.

In Texas, THLA helped pass an important statewide bill over a decade ago that preempts a local government such as a city or a county from mandating a higher minimum wage or eliminating the tip credit. Texas Hotel & Lodging Association remains committed to adherence to the federal minimum wage and letting the free market control and area businesses decide when paying over that rate is necessary. We worked with our industry partners on a broad-based coalition to oppose proposed repeals of this important preemption law.

As filed:

- HB 41, HB 42, SB 67, HB 2413, and HJR 26:
  - Would have allowed local cities to set higher minimum wage requirements for the private sector.
  - Also would have allowed minimum wage raise to at least \$10.10/hour.
  - Would have eliminated the tip credit.
- HB 1590, SB 68, and SB 123: Would have removed minimum wage preemption and would have removed the tip credit.
- HB 1215: Would have prohibited an employer from receiving any portion of a gratuity paid to or left for a tipped employee employed at a restaurant (including a restaurant in a hotel). This would include prohibiting retaining a portion of the tip for credit card processing fees.

We are pleased to report that we worked with the Texas Restaurant Association and other industry partners to successfully defeat each of these measures.

### **Making Workers' Comp Mandatory: Defeated**

Several bills were filed that would have mandated an employer to provide workers' comp insurance coverage. THLA works with our industry partners to oppose these measures that mandate such coverage. Bills filed include HB 689, HB 690, HB 4118, SB 155, and SB 263. We are pleased to report that we successfully defeated each of these measures.

### **Restriction on Hotel Bed Height in ADA Accessible Guest Rooms: Defeated**

Representative Longoria filed HB 1377, mandating that all beds in ADA accessible hotel rooms in Texas be no higher than 19.5 inches, as measured from the top of the mattress to the finished floor surface. Upon filing of the bill, THLA immediately contacted Representative Longoria's office and expressed our opposition to the bill. Our points included: having the federal ADA governs accessible rooms standard, and a different and separate state standard would not be beneficial to either guests or the lodging industry. In the past, the federal government had given a great deal of consideration as to whether there should be a mandatory mattress height, but the federal government declined to regulate in this area because it would be extremely costly for hotels, and not all disabled guests would benefit from a lowered mattress. Furthermore, it is likely that non-disabled guests would prefer standard height mattresses, meaning our staff would have to adjust the height of the beds between guests. THLA opposed this bill since filing, and it was never scheduled for a hearing.

### **Liability If Fail to Use AED: Defeated**

HB 2333 would have required all businesses that "advertise" having an Automated Electronic Defibrillator (AED) to use that AED if a person has a cardiac arrest at the business. Failure to do so would make the business civilly liable for negligence. The bill did not define the term "advertise," and provided for no exceptions to the liability. We visited with the bill's author, Representative Raymond, and noted that the bill would likely lead to expensive litigation for businesses that have AED equipment onsite. Representative Raymond's office informed us the impetus for the bill are monthly membership "pop-up" gyms that advertise having an AED, but then do not respond sufficiently to assist their members when a cardiac arrest occurs. His office promised to work with us if the bill moved forward. This bill was never scheduled for a hearing.

### **Mandatory CPR Training for All Food Service Workers: Defeated**

HB 1858 would have required every food service worker to receive CPR training. THLA opposed the bill from its filing, and it was never scheduled for a hearing.

### **Burdensome Payment Transactions Bills: Defeated**

Several bills were filed that would have affected point-of-sale transactions between merchants and customers.

- HB 3526 and HB 146 would have required a merchant to obtain a photo ID from an individual making a purchase with a debit card or credit card in an amount over \$200. THLA partnered with the Texas Retailers Association in opposing these bills.
- HB 3522 would have required a merchant to obtain photo ID from an individual using a credit or debit to add value to a stored value card (i.e. a "gift card").
- HB 149 / SB 1778 would have required a merchant to check a customer's photo ID when the customer purchases or adds value to a gift card, unless the merchant verifies the customer's zip code.



### **Lifeguard Certification Requirement: Defeated**

HB 3679 by would have required all public pools, including all lodging property pools, to be staffed by a certified lifeguard. THLA, along with our industry partners, opposed this bill, and it did not pass.

### **Smoking in Public Places: Defeated**

SB 87 would have prohibited smoking in all public areas in Texas, including bars, restaurants, and certain areas of hotels. The bill included an exception for smoking in hotel rooms if the following four conditions were met: 1) not more than 20% of rooms rented to guests in a hotel or motel are designated as smoking rooms; 2) all smoking rooms in the hotel or motel on the same floor are contiguous; 3) smoke from smoking rooms did not enter an area in which smoking is prohibited; and 4) nonsmoking rooms are not converted to smoking rooms. This bill failed to receive a committee hearing.

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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** Bharat R. Patel, Mayor

**DEPARTMENT:** City Council

**ITEM**

Update on the Convention Center interior renovations.

**ITEM BACKGROUND**

City/CVA staff have bid out a December renovation project that will include new carpeting, new air walls in all meeting rooms and complete painting of the total interior to mesh with the exterior colors. Utilizing Buy Board contractors, the project will get underway this week. Additionally, lobby and corridor lighting replacements are being bid at this time.

All projects are being funded from savings realized on the exterior renovation, and residual funds rolled over from other scheduled Convention Centre projects that were not completed at the end of the last fiscal year.

Other improvements to be considered, based on available funding, include kitchen improvements, banquet/meeting tables and chairs replacements, concession stand renovations and digital wayfinding/signage installation and WiFi upgrades to better handle large groups and demands. (Arnold)

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal: YES: \_\_\_\_\_  
Approved by Legal: YES: \_\_\_\_\_

NO: \_\_\_\_\_  
NO: \_\_\_\_\_

**RECOMMENDATIONS/COMMENTS**

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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** Bharat R. Patel, Mayor

**DEPARTMENT:** City Council

**ITEM**

Discussion and possible action on installing a Digital Board at the Convention Center.

**ITEM BACKGROUND**

The Convention Centre sign at the entrance is inefficient (requires manual labor with lift device to change events and dates) and antiquated. Companies exist that can replace the events signage with a digital board, in the current structure, that can be manipulated with office computers/tablets to display color graphics, motion, many different fonts, etc. (Arnold)

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** Bharat R. Patel, Mayor

**DEPARTMENT:** City Council

**ITEM**

Discussion and possible action on installing a Digital Board in the TxDOT median for the CVB future event information.

**ITEM BACKGROUND**

Currently, upcoming events, away from the Convention Centre, are primarily displayed on low structure banners in the median after a left turn inbound from the causeway. This limits visibility, the number of events displayed and detracts from the attractiveness of the median. A digital, two sided board placed close to the north end of the median would create an eye-catching, graphically appealing display that could be clearly seen from both Northbound and Southbound traffic.

Both digital displays would require a city ordinance change, followed by TxDOT approval. Estimated cost for the two displays, with service contract and warranties, would be in the \$100,000 range. (Arnold)

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** Bharat R. Patel, Mayor

**DEPARTMENT:** City Council

**ITEM**

Discussion and possible action on the funds that will be necessary for the construction of sidewalks as per Kimley Horn planning and South Padre Island Transportation plan.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

#### Item #14: City Council Agenda for December 2, 2015

Discussion and possible action on the funds that will be necessary for the construction of sidewalks as per Kimley-Horn planning and South Padre Island Transportation Plan

The City Council hired Kimley-Horn to update our current Transportation Plan. Without a current Plan, TxDOT will not consider the improvements that the City Council has deemed important to Padre Boulevard. Kimley-Horn has been assisting the City with our TAP Grant application. Kimley-Horn's contract with the City includes the sidewalks, landscaping, traffic counts, raised median analysis (aka, Access Management Plan) and other related studies.

The City submitted an application for the Transportation Alternatives Program (TAP) back in May 2015. It was entitled the Padre Boulevard Connectivity Project. The funding originates from the federal government (Federal Highway Administration) through TxDOT. Our original \$11,542,877 application included replacing our deteriorating asphalt sidewalks with 6' wide ADA compliant sidewalks with a 2' landscape buffer between the existing curb and new sidewalk; raised concrete medians with extensive landscaping and irrigation. Since then, staff has met numerous times with the statewide TAP Coordinator and local TxDOT staff to amend the application to make it more competitive. The raised medians were deemed ineligible and removed from the application. Our revised application, submitted November 6, 2015, was scaled down to include the sidewalks and landscaping with irrigation and various other amenities (trash cans, bus stops, bicycle racks, etc...) for a total of \$4,362,951. That total is broken down as follows:

##### Expenditures:

Itemized Construction Cost:	\$ 3,793,870
TxDOT Admin Expense (local project mgt)	\$ 569,081
Total Project Cost:	\$ 4,362,951

##### Revenues:

Federal Funds Requested:	\$ 3,490,360
Local Match (20%)	\$ 872,590
*Economically Distressed County Program Credit	(\$ 591,844)
<b>Adjusted Local Match</b>	<b>\$ 280,746</b>

\*- The Economically Distressed County Program is a TxDOT-initiated program to assist communities located in Counties with Census data indicating lower household income levels. When the application was completed online, a drop down menu was provided, Cameron County was selected and the adjusted local match was "auto-filled."

To present a complete picture, if we are awarded TAP funds, in any amount, we are responsible for the "PS&E," which means Plans, Specifications and Engineering. The cost associated with this is typically 6.5 – 7% of the construction cost. If we are awarded the ENTIRE amount we applied for, this could be \$285,000-\$305,000. This brings our total local contribution amount to approximately \$565,000-\$585,000 (local match plus PS&E). Again, this amount will vary based on the award amount.

If we are not successful with the TAP grant, the City Council may choose to "scale down" the project and issue debt to fund the sidewalk replacement program. The cost would be determined based on how many miles of sidewalks chosen by the City Council and current cost estimates.



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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** Bharat R. Patel, Mayor

**DEPARTMENT:** City Council

**ITEM**

Discussion and possible action on the responsible city staff for maintaining sidewalk, landscaping and minor drainage issues.

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

## **South Padre Island Stormwater Drainage**

### **IDENTIFYING PROBLEMS:**

In 1983, the City hired Hogan & Rasor, an engineering firm to study our storm drainage system.

Stormwater that falls on an impervious area (an area where water will not “soak in”) flows by gravity through our system of swales, gutters, inlets and pipes and into the Laguna Madre and adjacent wetlands. Stormwater that falls on a pervious area soaks in and causes our groundwater levels to rise. South Padre Island’s drainage system is highly dependent on tides. The pipes that drain our stormwater into the Laguna Madre and adjacent wetlands can sometimes be below water at the outflow point. Pipes are laid so the stormwater will flow by gravity but if the end of the pipe is filled with water due to high tides, the stormwater will not drain. Rain events that happen during high tide, as most of them do, will cause stormwater to back up. I’ve attached a tide chart for December 2015 and as you can see, our high tides run from 1.2’ to 1.8’ above sea level. Even our low tides can be 1.1’.

Beachfront properties on Gulf Boulevard are some of the highest in elevation on the Island, averaging 14’ above sea level. With the exception of a few places that have curb and gutter, we have no formal drainage system on Gulf Boulevard. Stormwater flows across pavement and land through the side streets westward toward Padre Boulevard where there is drainage infrastructure, but Padre Boulevard only averages about 3.5’-4’ above sea level. The stormwater enters the drainage system on Padre through various inlets, flows through pipes underground, under Padre Boulevard west toward Laguna Boulevard and eventually into the Laguna Madre. Laguna Boulevard averages 5-6’ above sea level. So, the drainage pipes begin the drainage process on Padre Boulevard at an average of 3’ and must flow downhill by gravity westward into the Laguna Madre. This is where it gets tricky. At times of astronomical high tides, salt water from the Laguna Madre has backed up in the stormwater pipes that are supposed to carry stormwater west, causing flooding on Padre. This is in addition to the pipes filling with silt, sediment and oyster shells. The stormwater piping system runs both ways.

Staff has been asked in the past why a stormwater detention pond isn’t dug where the stormwater can be diverted to alleviate flooding. High groundwater is another problem. If we dug a detention pond, it would itself fill with water.

The 1983 study recommends raising the vacant lots between Gulf and Padre to 1’ above the centerline of each side street. They also recommended the lots between Padre and Laguna should be 1.5’ – 2’ above the centerline of the side street. This was being recommended to prevent private property damage from flooding. The City participates in the National Flood Insurance Program (NFIP) and we maintain a Certified Floodplain Manager (CFM) on staff to assist property owners and developers. Our participation in the NFIP helps lower flood insurance premiums for property owners as well. FEMA, through the National Flood Insurance Program, has established minimum Base Flood Elevations for all construction which the City enforces. In addition to the recommended vacant lot filling, the study also recommended that all newly constructed side streets be made of concrete with integrated curb and gutter. Again, our high groundwater we encounter after big rain events causes subgrade and base failure under the

asphalt on our streets. Concrete streets, although financially impractical, do not need a caliche base and can withstand high groundwater without failure.

Adding curb and gutter to the side streets as funding for improvements allows also helps alleviate flooding concerns. When a typical side street is targeted for improvements (curb and gutter, sidewalks, etc...), the actual street is lowered to try to funnel stormwater from adjacent private properties to the street so it can be drained away. A survey is performed prior to engineering to determine drainage flow patterns and maximize the amount of stormwater that can be handled by the curb and gutter. As it stands now with the majority of the side streets, drainage swales handle the stormwater but if a private property is lower than the swale, it will flood. When the side street is improved, staff tries to lower the elevation of the street to enable the curb and gutter to capture the stormwater and carry it to Padre Boulevard. We try to lower it as much as possible without going lower than the Padre Boulevard drainage inlets.

### **POTENTIAL SOLUTIONS**

If the City is successful with the TAP Grant, the landscape buffer along Padre Boulevard, between the curb and the new sidewalk will increase the pervious area and decrease the amount of stormwater entering the drainage system.

Our Code of Ordinances and the General Land Office already prohibit the installation of impervious coverage east of Gulf Boulevard. Although expensive for developers, this could be implemented Island-wide.

As budget allows, side streets should be improved with curb and gutter to minimize private property damage.

The City Council could pass an ordinance prohibiting the removal of clean soil from the Island. Pilings are drilled, swimming pools are dug and other various forms of excavation occur regularly. A voluntary program could be implemented whereby owners of vacant properties sign up to receive and spread excavated soil in order to raise those vacant lots and decrease standing water around the Island. We are a barrier island and have a finite amount of soil/sand/clay.

At the Northwest corner of Saturn and Padre Boulevard, many years ago, TxDOT tried to install a stormwater inlet and pipe the water into the adjacent wetlands. The property owner that would be receiving the water filed a lawsuit to stop TxDOT and won. That particular inlet at that location is a dead end. The City Council could allocate funding to tie into the existing inlet and run pipes west, under Laguna Boulevard and into the Laguna Madre.

The City's hands are tied when it comes to interfering with or draining into established wetlands. They are environmentally sensitive, protected areas and under the development control of the U.S. Army Corps of Engineers.

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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** Reuben Trevino, Coastal Resources Administrator

**DEPARTMENT:** Coastal Resources

**ITEM**

Update on presentation given at recent coastal conferences entitled "South Padre Island's Efforts of Balancing Natural Functioning Landforms and Tourism".

**ITEM BACKGROUND**

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

# South Padre Island's Efforts towards Balancing Natural Functioning Landforms and Tourism

Reuben Trevino

City of South Padre Island

ASBPA Dune Management Challenges on Developed Coastlines

## Outline

- Where is South Padre Island?
- History of South Padre Island
- Growth of the Island and its impacts to the landforms
- Efforts toward restoring balance
- Future Challenges



## South Padre's Location



Connected to the mainland (Port Isabel) by a 2.5 mile bridge (2000)  
 4.5 miles long by 192 mile  
 es North and South  
 isfield Jetties (1962)

## History

1500's: Karankawa Indians  
 1804: Padre Nicholas Balli  
 1836: Texas Revolution  
 1846- 48: Mexican-American War  
 1870: Patrick Dunn  
 1920: Popularity of automobiles  
 1926: Colonel Sam Robertson  
 1929: Great Depression  
 1941-1945: Military Presence









## Alterations to the landforms over the years

- Eliminated for building construction
- Human Uses:
  - Cattle ranching
  - Beach Access
  - Military
- Reshaping landforms:
  - Enhance recreational use
    - Widening the recreational beach
    - Beach maintenance activities
    - Provide 1<sup>st</sup> floor views



16-5

**These alterations and uses created an obvious need:**

**The need to preserve the beach...**

**They already believed they had the best beach in Texas; but because of our location, they knew there was a need to preserve the beach to maintain the quality of life and sustain the tourism economy.**

**Island leadership was very aware of this fact by the late 80's and early 90's the Town proactively researched sand sources and funding mechanisms to renourish our beach, commissioning several studies to determine resources (primarily off-shore), funding, cost estimates, implementation plans, etc.**

### **Efforts towards beach renourishment**

- 1993 Town Economic Development Corporation was tasked with funding projects that preserve and renourish the Town's beach.
- 1994, Town had determined that Beneficial Use of Dredge Material (BUDM) from the Brazos Santiago Pass would be our best source of sand.
- Also by 1994, the Town had successfully lobbied help reduce the costs of beneficially used dredge material: Instead of paying for the entire cost of the dredge, the Town would only need to pay for the incremental cost to put the sand on the Town beach.
- 1996, the Town completed engineering studies to determine best placement of this sand;
- 1997 the Town had completed the first of many beach renourishment projects.



### Challenges facing the SPI's first beach re-nourishment

- \* Expensive
- \* Temporary
- \* Inconvenience

16-7

## Successful BUDM Program

334

A. C. Trembanis

Table 2

Average cost per cubic yard of every project type within each region

Funding type	East Coast	Gulf Coast	New England	Great Lakes
Federal storm and erosion	\$5.08	\$9.49	\$14.51	\$13.31
Federal navigation	\$4.99	\$7.74	\$10.26	\$5.64
Federal emergency	\$5.76	\$5.68	\$21.90	NA
Federal mitigation	NA	NA	NA	\$6.48
Federal SSSA	NA	NA	\$9.61	NA
State	\$5.34	NA	NA	NA
State/local	\$3.08	\$4.67	\$15.28	\$5.45
Local/private	\$3.98	\$3.17	NA	NA
Mean	\$4.99	\$5.94	\$12.96	\$7.17

Sources: Data for East Coast from Valente, Trembanis, and Pilkey (in press); data for Gulf Coast from Trembanis and Pilkey (1998); data for New England from Madala and Pilkey (1998); data for Great Lakes from O'Brien et al. (1999).

\$/CY

1.35

0.11

0.48

0.60

0.37

0.34

1.07

1.63

1.78

.86

2015

651,000 CY<sup>3</sup>

6.5 Mill

\$700,000

\$ 1.05

## Beneficial Use Lessons:

- Active participation key in maintaining beaches
- Develop and maintain key partnerships
- Variable size projects and adaptability key to future





## But we're not done yet!

- Again we've altered the landform to restrict its mobility by adding sediment to the system.



- In 2006 the Beach and Dune Task Force wanted to manage the beach in a different way.
  - Science based approach to beach maintenance activities
  - Manage the beach as a protective feature and a recreational platform that tourism depends on



## Holistic Beach Management

- \* Finding the balance between providing recreational resources and a means of coastal protection:
  - \* Requires a understanding
    - \* Coastal processes
    - \* Wants and needs of the beach users
    - \* Environmental-protection measures

## Developed Beach Maintenance Guidelines

- \* Type of Equipment that should be used and its impact on beach
- \* Considered Beachgoer Seasons
  - \* High Use
  - \* Moderate Use
  - \* Low Use
- \* Beach Conditions
  - \* Accreting
  - \* Stable
  - \* Eroding
- \* Weather Conditions
  - \* Current and Forecast
- \* Common sense
  - \* Influx of seaweed
  - \* Fish kills



March 2008



December 2008



November 2011



January 2014





## Spring 2014



## Fall of 2008

- \* City had its first harvest partnered with local university...
- \* City held a few small events
- \* Basic tools



## Fall of 2009

- \* City began purchasing plants for volunteer events...
- \* Different vendors
- \* Different tools



## In 2010, an aggressive dune planting program was attempted...

- \* Cheaper plants
- \* More efficient
- \* Elementary Field Trips





## 2011

- \* Continued our aggressive efforts...
- \* Goal of 50,000 plants

Based on past successes we applied for a Coastal Management Program Grant...



## Fall 2012- Spring 2014

- \* City was awarded a CMP grant in the amount of \$86,000 for supplies.
- \* The City's match (~\$75,000) was completely provided through in-kind contribution
- \* Goal of 180,000 plants over the projects 18 month funding period.



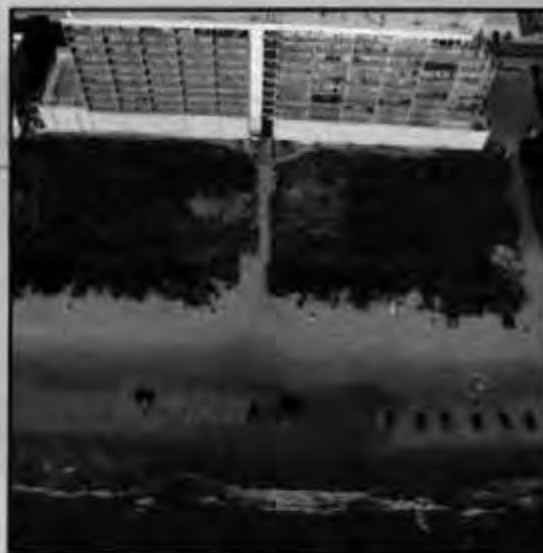
## Results



## Results



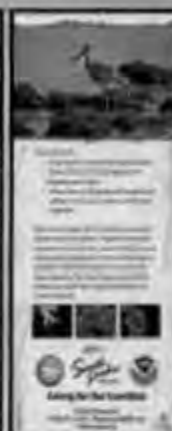
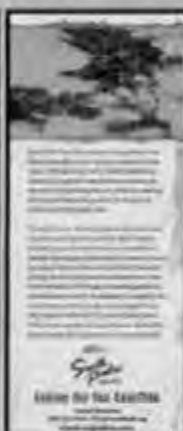
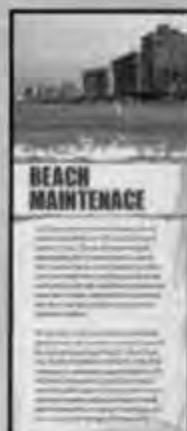
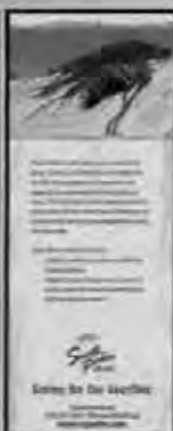
## Results



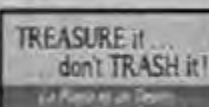
<http://geohazards.tamucc.edu/southpadre/SPIgeohaz.html#>

## Educational Materials

### Importance of Dunes



## Educational Materials



### Dune restoration efforts visible from space

BY SARAH HILLER  
Managing Editor  
sarah.hiller@cityofseaside.com

For the last six years, the Federal and State of South Texas Chapter has partnered with the City of Seaside to restore dune areas. These areas are important for many reasons. They help to prevent erosion, they provide a habitat for many plants and animals, and they are a beautiful part of the beach landscape.

restoration is well as local residents and tourists. The work would typically be held monthly from October to May.

The project began with volunteers harvesting dune plants and then propagating them at the TTP greenhouse. Then, planted "dune tubes" were laid out. However, this project was slow and only yielded a couple of thousand plants a year for the last two years.

The project began with volunteers harvesting dune plants and then propagating them at the TTP greenhouse. Then, planted "dune tubes" were laid out. However, this project was slow and only yielded a couple of thousand plants a year for the last two years.

See DUNE, page 1



## Major Accomplishments

- \* Locals perception of beach has changed due to partnerships and education
- \* Balanced competing interests of tourism and nature.
  - \* Developed and implemented clear guidance and procedures for managing litter and beach cleaning
  - \* Provide well maintained access points
    - \* Since 2010 we have successfully secured over \$1 million in grant funds for access improvements.
  - \* Started collecting survey data from beachgoers
- \* Created an intern program with a local university



## Future Challenges





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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** Reuben Trevino, Coastal Resources Administrator

**DEPARTMENT:** Coastal Resources

**ITEM**

Discussion and action to award contract for structural engineering services for the design of engineering services for beach access improvements at Ocean Circle; and authorize the City Manager to negotiate fees in association with this project.

**ITEM BACKGROUND**

The City's Coastal Resources office has been planning the beach access at the Ocean Circle since September 2014. The grant was submitted to the General Land Office in the fall of 2014 and awarded in January 2015. The project will include design and construction of an ADA walkover and increase the parking area which will increase beach access parking and protect the dune habitat in that area by isolating the foot and vehicle traffic to particular path.

Coastal Resources staff drafted and published a Request for Statements of Qualifications (SOQ) and one proposal was received. The SOQ was to focus on all work necessary for the Design of a beach access drive-over structure.

**BUDGET/FINANCIAL SUMMARY**

Coastal Resources staff is requesting City Council authorization to use the funds that have been budgeted in FY15-16 for design and construction services for improvements.

**COMPREHENSIVE PLAN GOAL**

- 5.B. Protect the dune system from erosion and artificial damage
- 5.E. Create, preserve, and enhance access to beach

**LEGAL REVIEW**

Sent to Legal:

YES: \_\_\_\_\_

NO:   X  

Approved by Legal:

YES: \_\_\_\_\_

NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**

Staff recommends approval.



October 12, 2015

Mr. Reuben Trevino  
Coastal Resources and Parks Administrator  
City of South Padre Island  
4601 Padre Boulevard  
South Padre Island, Texas 78597

**RE: Request for Statements of Qualifications for Engineering Services for Beach Access Improvements at Ocean Circle (RFQ # 2015-10-01)**

Dear Mr. Trevino:

**International Consulting Engineers** is pleased to respond to the City of South Padre Island's Request for Statements of Qualifications for professional engineering design services for the Beach Access Improvements at Ocean Circle project (RFQ # 2015-10-01). It is our understanding that the City of South Padre Island intends to contract with a qualified consultant firm(s), to provide engineering design services and construction documents for the improvements to the beach access improvements, ADA accessibility, and dune protection.

We have assembled an experienced and dynamic team to serve the City of South Padre Island's need for the proposed project. I, Hugo P. Gonzalez, Jr., P.E., CFM, PMP am the primary point of contact for this solicitation response and will serve as Project Manager. I will be responsible for overall project coordination and will attend all major decision making meetings and coordinate day-to-day decisions our team. Our office located in Edinburg, Texas will provide the City with responsive professional services to complete assigned tasks in a timely manner. We have an experienced geotechnical firm and ADA Specialist as part of our team to provide the highest level of service to the City.

If you require any additional information, please contact me by phone at (361) 290-4810 or email [hugo@icengineers.net](mailto:hugo@icengineers.net). Thank you for the opportunity to be of service. We look forward to the opportunity to assist the City in completing this important project.

Sincerely,

Hugo P. Gonzalez, Jr., P.E., CFM, PMP  
Project Manager  
1722 N. Closner, Suite B  
Edinburg, Texas 78541  
Phone: (361) 290-4810

**STATEMENT OF QUALIFICATIONS  
FOR  
"Professional Engineering Services –  
Beach Access Improvements at Ocean Circle"**

**RFQ NO: 2015-10-01**

Submitted to:



**CITY OF SOUTH PADRE ISLAND**

**Mr. Reuben Trevino  
Coastal Resources and Parks Administrator  
City of South Padre Island  
4601 Padre Boulevard  
South Padre Island, Texas 78597**

Submitted by:



**TBPE Firm #10837**

**Rio Grande Branch  
1722 N. Closner, Suite B  
Edinburg, TX 78541**

**Coastal Bend Branch  
555 N. Carancahua Street  
Suite 860  
Corpus Christi, TX 78401**

**October 19, 2015**

## TABLE OF CONTENTS

<b>Section I – Understanding of the Project</b>	<b>Page 1</b>
Design & Management of Projects	
Knowledge of Geographical Area	
List of Past Clients and Local Governments	
<b>Section II – Firm Qualifications</b>	<b>Page 4</b>
Federal/State Funded Construction Projects	
Project Personnel	
Project List	
<b>Section III – Personnel and Staffing</b>	<b>Page 11</b>
Organization Chart	
ICE Work Commitment	
Biographic Summary of Staff's Education and Experience	
<b>Section IV – Certifications and Insurances</b>	<b>Page 18</b>
Professional Engineering Licenses	
Project Management Professional (PMP Certification)	
Construction Management Certificate	
Historically Underutilized Business Certification	
Professional Liability Insurance	
<b>Section V – Additional Information</b>	<b>Page 24</b>
Contact Person Regarding Statement of Qualifications	
List of In-State References	
Ability to Commence Services	
Affirmative Action Program	

## SECTION I: UNDERSTANDING OF THE PROJECT

**International Consulting Engineers' (ICE)** goal is to provide the most appropriate, economical and feasible solution to the engineering needs of the City of South Padre Island. As an experienced and dynamic organization, this firm seeks to combine traditional, previously executed and proven methods along with the latest technological advances in order to produce the cost effective solutions consistent with the demands of today's world.

To embark on the Beach Access Improvements at Ocean Circle, our firm built a team from its extensive consultant database to effectively accomplish the City's mission for this project. A specialized team was formed, and its members were selected on the basis of individual expertise and the value of their contribution to the project. The Team Leader (Hugo P. Gonzalez Jr., PE, CFM, PMP/Project Manager) will have overall responsibility and will be totally dedicated to the project until its completion. Additionally, **TSI Laboratories, Inc.** will join our team as geotechnical sub-consultant and Texas Department of Licensing and Regulation sub-consultant **Justin K. Walton** for ADA compliance for the project.

It is our understanding that the project consists of improvements to Ocean Circle (Access Point #2), which is completely undeveloped access point located on the southern end of Gulf Boulevard. The project also includes the design and construction of a walkover structure to provide public access and dune protection, parking lot, sidewalk, drinking fountain and rinse station.

### ***Design and Management of Projects***

ICE is currently performing professional engineering services for the City of South Padre Island's Beach Access Walkover Structure at the Pearl, Seaside Circle, and Cameron County Beach Access #4 Enhancements and has the capacity, technical expertise and resources to assist with further projects. ICE engineering staff provides the highest quality civil and structural design services to a wide variety of clients, including State Transportation Agencies, counties, municipalities, and private corporations. The firm's experience and application of quality assurance and quality control program ensures a comprehensive review and assessment of infrastructure alternatives and constructability issues. The ICE engineering team brings cost effective solutions to all our design projects and offer unique knowledge and sensitivity to the infrastructure needs of the client.

In addition, the ICE engineering team has the technical capabilities and experience to provide effective management and implementation of infrastructure development projects. The team is made up of seasoned senior engineers some with forty plus years of experience in all aspects of civil and structural engineering in areas such as design, project coordination, wastewater project controls, project management, construction and inspections as well as young and dynamic engineers with over ten years of experience in the same fields. Our engineers' involvement in projects such as infrastructure revitalization, sitework inspection, project and construction management, and design among others, are proof of the capability and capacity of our engineering division to not only perform the work required, but to deliver a professional product that exceeds expectations and conforms to local, state, and federal standards and regulations.

Our team has a clear understanding of the task and scope of services required for each project. With respect to the scope of services requested by the City of South Padre Island, ICE has the capabilities to perform:

- Field Investigation and Data Collection
- Street Infrastructure Evaluation and Improvements
- Pavement Management and Improvements



17-6



## SECTION I: UNDERSTANDING OF THE PROJECT

- Utility Infrastructure Evaluation and Improvements
- Erosion and Sediment Control Design
- Water and Wastewater Evaluation and Improvements
- Structural Engineering (Improvements & Design)
- Hydrology & Hydraulics
- Topographic Surveying
- Traffic/Pedestrian Control Plans
- ADA Compliance
- Environmental Engineering Services
- Civil Engineering
- Mechanical, Electrical, & Plumbing (MEP)

Additionally, ICE has the capabilities to perform the following:

- Feasibility evaluation and alternatives analysis
- Design development and cost estimating
- Preparation of plans, specifications, and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private developers
- Review of engineering and encroachment permits
- Prepare environmental reports
- Review of environmental and engineering reports and proposals
- Coordination with utility agencies, consultants, and other public agencies
- Organization, participation, and presentations at meetings held by City staff, City Council, neighborhood groups, and other stakeholders
- Preparations of preliminary documents, plans and/or reports responding to the City and other stakeholder comments
- Preparation of handouts and graphical displays for public meetings
- Management and monitoring of capital improvements projects
- Management and monitoring of planning projects
- Administration and monitoring of regional, state, and federal grants

From surveying, permitting, or environmental documents to construction management and oversight, we understand the project development process from cradle to grave.

### **Construction Management**

In order to ensure proper continuity, ICE's group of experienced personnel are ready to ensure that every project design goes through the construction process seamless and as smooth as possible. ICE's



construction management inspectors ensure that construction complies with all specifications, regulations, and certifications as required by authorities from all levels (local, state, and federal). ICE's inspectors are efficient in tracking and managing construction progress, scheduling, and code compliance.



## SECTION I: UNDERSTANDING OF THE PROJECT

### ***Program/Project Management Services***

ICE believes that any type or size of project can succeed if good ethical program/project management practices are implemented with experience, professionalism and innovation. The Project Management Plan will help the management team maintain a constant focus on the projects' scope of work. The project manager must be effectively and efficiently deliver a quality product. In order to insure the project success, it is imperative that good project management principles are implemented since the planning stage. As the project becomes more defined, the Project Management Plan will become the tool by which the project will be effectively managed. The ICE team will implement a Project Management Plan to incorporate the following breakdown:

- Define Scope of Work, Goals and Objectives
- Project Organizational Chart, Roles, and Responsibilities
- Project Phases
- Procurement and Contract Management
- Project Budget and Schedule
- Project Reporting and Tracking
- Management Team and Project Stakeholder Communication
- Safety and Security
- Closeout Plan
- Project Documentation

### ***Knowledge of Geographical Area***

ICE is fully aware of the City's needs and requirements and has abundant knowledge of the challenges associated with doing work within this geographical area. We are currently working on three virtually identical projects on South Padre Island as described on page 6. ICE has firsthand knowledge handling adverse/complicated issues, whether it's providing proper drainage to relatively flat property, dewatering, or obtaining Right of Entry from property owners to working in 100 + degree weather.

### ***List of Current/Past Clients***

ICE prides itself in having successfully completed numerous projects for private developers and cities, and other governmental entities. Below please find a partial list of past clients and local governments to which ICE has successfully done work for:

- City of South Padre Island
- City of Edinburg
- General Services Administration (GSA)
- U.S. Department of Agriculture (USDA)
- Corpus Christi Naval Air Station
- Hidalgo County Urban County Program
- Hidalgo County Drainage District No. 1
- City of Robstown, Robstown Utility Systems and Robstown Improvement Development Corporation
- Nueces County
- Nueces County Drainage District No.2
- Port of Corpus Christi Authority
- City of Corpus Christi
- Kansas City Southern Railroad
- Corpus Christi Regional Transportation Authority
- San Diego Independent School District
- McKinstry



## SECTION II: FIRM QUALIFICATIONS

**International Consulting Engineers (ICE)** is a competent, multi-disciplined engineering firm that specializes in professional Civil, Structural, Port/Marine Engineering and Project/Construction Management services to governmental agencies, corporate entities, private developers, and municipalities. ICE is registered and licensed with the State of Texas. The firm's capabilities include roadway, bridge, general design and construction. As well as, preparation of technical reports, master drainage plans, general studies and investigations, construction documents and specifications, estimates, and a full range of construction supervision including project management. ICE also has the capabilities to offer topographic surveying services. ICE has experience with Federal, State and municipally funded projects and has performed numerous federal projects throughout the state.



The strength of ICE resides in its staff members and exclusive consultants. Each staff member is highly skilled and dedicated, qualified by education, training, and experience, and motivated by professional pride and past accomplishments. The firm enlists the services of staff members and affiliates from a variety of disciplines and backgrounds in order to assure the quality and

competence of the firm's services in all fields of its endeavors. ICE is constantly searching for the most qualified consultants that provide cutting edge and innovative solutions to every project. ICE's staff and exclusive consultants are seasoned engineers which offer a great wealth of experience to its clients.

Established in 2008, ICE is a young firm made up of a highly experienced staff ranging from ten to over forty years of engineering/construction experience. ICE currently has two offices, one in the seat of Hidalgo County, **Edinburg, TX** and a second office in the seat of Nueces County, **Corpus Christi, TX**.

In the area of general **Civil Engineering and Design**, ICE specializes in utilities and civil sitework along with flood-prevention, design, data analysis, and construction management of various infrastructure and transportation construction projects. The team has extensive expertise with work related to utility systems and flood control, pedestrian enhancements to meet ADA standards, field inspections, cost estimates, needs assessments, new drainage, roads, utility relocation, water, sanitary sewer, force mains, and lift stations. Additionally, the ICE engineering team has direct field experience with projects related to traffic flow improvements, traffic controls, and utility relocation.

ICE has access to a full range of Surveying Services ranging from Conventional Surveying to Laser 3D Scanning. ICE is able to offer our clients a variety of professional land surveying services (in-house or subcontracted), including Topographical Surveys; Survey Alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines, and legal descriptions; As-Built; Staking of Roadway and Drainage Projects. The ICE team adheres to a strong Code of Ethics and is committed to the highest standards in protecting the interests of the public while establishing and evaluating land boundaries and laying out construction improvements. The team utilizes the latest in surveying techniques, hardware and software technology to meet its clients standards, practices, specifications and procedures.



## SECTION II: FIRM QUALIFICATIONS

ICE surveying team is also a leader in the future of surveying, which utilizes laser scanning stations in place of conventional survey stations. The end product of a laser scan survey is a real time 3D survey with an infinite amount of information available at the click of a computer key.

### ***Federal / State Funded Construction Projects***

Through its achieved experience with major transportation, development and other infrastructure projects in the region, ICE offers un-matched expertise in administering state and federally funded projects. ICE fully understands today's challenges incurred by local communities. ICE offers a proven track record of managing projects for a multitude of infrastructure development programs, trade processing facilities, inland ports, water ports, military infrastructure and facilities, rail facilities, water resource systems, drainage systems (Storm/Sanitary), regional transportation



systems and ADA certification and compliance systems. ICE has successfully demonstrated its knowledge in designing and administering Federal/State funded construction projects.

### ***Project Personnel***

ICE staff is ready to commence any project awarded to us in a moment's notice. Below please find a list of key project personnel with their titles:

Hugo P. Gonzalez Jr. PE, CFM, PMP – Principal / Civil Engineer  
Jesus J. Jimenez PE, CFM – Principal / Structural Engineer  
Rene Gonzalez, MSPM – Project Manager  
Luis Nava, PE – Civil Engineer  
Abel De Leon, PE – Civil Engineer  
Jose Elissetche – Senior Construction Inspector  
Jaime Torres – Senior Designer  
Hector Flores – Senior Designer  
Evelyn Basaldua - Designer  
Carlos Montalvo – CADD Technician  
Beto Gonzalez – Survey Technician





## SECTION II: FIRM QUALIFICATIONS

### Project List

**Pearl Resort Beach Access Timber Walkover Project** – ICE was contracted by the City of South Padre Island to provide professional engineering services for improvements to the existing public beach access at the Pearl Beach Access. The project includes the improvement one easement and addition of an ADA-compliant walkover located on the Northern side of The Pearl Hotel. The walkover will provide public access and provide protection to the adjacent dune system. **Client Point of Contact:** Reuben Trevino, **Phone:** 956.761.8111, **Project Cost:** \$225,000

**Seaside Circle Beach Access Improvements** – ICE was contracted by the City of South Padre Island to provide professional engineering services for improvements to Seaside Circle (Access Point #6) on the southern end of Gulf Boulevard. Due to high traffic and impacts from Dolly and Ike, the City is constructing a walkover structure to provide enhanced access and optimal conditions for re-vegetation of the dune system. **Client Point of Contact:** Reuben Trevino, **Phone:** 956.761.8111, **Project Cost:** \$300,000

**Modesto Hernandez Sr. Memorial Park** – ICE was contracted by the Hidalgo County-Urban County Program and the City of Elsa as project engineer and design team to rehabilitate and improve the existing "Modesto Hernandez Sr. Memorial Park. The improvements consisted of the removal and disposal of all existing structures (basketball court, two canopies, and old swings), construction of New Basketball Court, Construction of new Canopy, Construct New Asphalt Parking Lot, New Playground Area, upgrade a memorial plaque, illumination system, two new picnic tables with grills, and restrooms. **Client Point of Contact:** Tony Barco, **Phone:** 956.571.0081, **Project Cost:** \$186,000



**State Highway 48 Boat Ramp** – Performed civil and structural design of a Boat Ramp along State Highway 48 in Cameron County, Texas. The project consisted of the piers, concrete walkways, pavilions, boat ramp, docks, and parking areas. The State Highway 48 Boat Ramp is located adjacent to the Brownsville Ship Channel and is one of the few public boat launching facilities available in the Laguna Madre area. This project was designed by ICE personnel in their previous employment. **Client Point of Contact:** Joe E. Vega, **Phone:** 956.761.3700, **Project Cost:** \$550,000



**Episcopal Diocese of West Texas, Mustang Island, Episcopal Conference Center, Corpus Christi, Texas** – Performed civil and structural design for a new conference center and the housing facility located at Mustang Island near the Gulf of Mexico beach. Facility structure was elevated, designed for hurricane storm surge and in conformance with Texas Department of Insurance high wind zone requirements. The project included a deck walkway over sand dunes to access the beach. **Client Point of Contact:** David Richter, **Phone:** 361.882.1288, **Project Cost:** \$6,200,000



17-11

## SECTION II: FIRM QUALIFICATIONS

**Bob Hall Pier Rehabilitation Project** – In 2004 Nueces County issued a request to provide engineering services to perform some very needed repairs to the Bob Hall Pier, these repairs had a budget of \$2.3 million. Maverick Engineering, Inc. was awarded the project with Mr. Jesus J. Jimenez, PE as Project Manager in charge of engineering, design, as well as construction inspections of the recommended repairs. This project repairs consisted of the installation of a scaffolding system underneath the pier to allow for complete access to the structure's underside. Pneumatic hammers were used to chip loose concrete. The concrete spalls were sandblasted and shotcrete was applied to repair progressive damage caused by salt water impregnation which lead to rebar corrosion and eventually to concrete damage. In order to further protect the structure and ensure a cost efficient maintenance free repair system for many years to come. A sacrificial zinc cathodic protection system was installed under the supervision of Mr. Jimenez. A total of 1251 deck panels which make up the deck of the structure were also replaced completing the renovation of the entire structure. **Client Point of Contact: Edward Herrera, Phone: 361.960.6316, Project Cost: \$2,270,000**



**FEMA Dome Safe Room** – Project consists of a circular shaped concrete structure approximately 140 ft. in diameter. Perimeter walls will be 10 to 12 ft. tall with a steel reinforced concrete dome roof. Parking for 75 vehicles as well as access to emergency vehicles will be provided. The interior of the structure will house a basketball court, a fitness room, office space for emergency coordination personnel, as well as restroom facilities. The building will be approximately 15000 square feet and located within the city limits of Robstown, Texas. **Client Point of Contact: Beatriz Charo, Phone: 361.387.4589, Project Cost: \$2,800,000**



**Robstown Mitigation Action Plan** – Project consists of analyzing the existing storm drainage system, and create a drainage system upgrading plan, inventory the existing drainage structures, perform a land use characterization investigation to identify environmental constraints, develop a storm water management plan for future development, perform stakeholders workshops, and Prepare a Drainage Criteria and Design Manual. Goals for the Storm Water Plan include the identification of special flood hazard areas and identifying the general criteria for areas up to 200 acres and areas exceeding 200 acres. All work is to follow TxDOT, FEMA, and Natural Resource Conservation Service methodologies. **Client Point of Contact: Beatriz Charo, Phone: 361.387.4589, Project Cost: \$690,000**



**NAS Corpus Christi – DHS Parking Apron Recapitalization Project** – ICE was contracted as the Project Engineer / Project Manager for the engineering and design of the removal and replacement of approximately nine (9) acres of existing asphalt and replace with twelve (12) inch unreinforced 650 flex concrete. Scope of work also included drainage improvements, implementation and





## SECTION II: FIRM QUALIFICATIONS

routine inspection of the storm water pollution prevention plan, as well as construction and quality control inspections. **Client Point of Contact:** Eddie Ortiz. **Phone:** 361.883.3232, **Project Cost:** \$3,500,000

**Texas Water Development Board Matiana Ortiz Boulevard Project** – Project consists of the following: Replace approximately 1,242 linear feet of 10-inch pipeline on Matiana Ortiz Boulevard from Avenue I to Ashburn Avenue with 12-inch PVC pipeline. Replace approximately 5,227 linear feet of 8-inch pipeline along adjacent streets that connect to the main Matiana Ortiz line with PVC pipeline of the same size; and, clean and inspect remaining sewer lines along Matiana Ortiz Boulevard using closed-circuit television to remove debris and identify defects in order to minimize the risks of future sanitary sewer overflows. In addition, the project will require adequate isolation valves, fittings and all necessary appurtenances, including pavement repairs and the replacement of thirteen manholes. The pipelines to be replaced consist of aging clay pipe, and the City has conducted field visits to confirm their poor condition. The proposed replacement project will provide adequate capacity for re-establishing the renewal of adequate service life of the City's pipelines. **Client Point of Contact:** Roy Gutierrez, **Phone:** 361.387.4589, **Project Cost:** \$890,000

**Nueces County – Amistad Park Rehabilitation (Bishop, TX)** -- ICE was contracted to perform engineering and design services for Bishop, TX Amistad Park improvements. Improvements consisted of the demolition of existing and design of new restroom facilities, new pavilion structure, as well as design of a new veteran's memorial courtyard. **Client Point of Contact:** Edward Herrera, **Phone:** 361.960.6316, **Project Cost:** \$200,000

**Nueces County – Avenue G & Daisy Lane Road Rehabilitation Project (Driscoll, TX)** – ICE provided engineering and rehabilitation design for Avenue G and Daisy Lane. The project consisted of the rehabilitation of approximately one and a half (1- 1/2) miles of roadway. Survey, Geotechnical investigation, and construction management were part of ICE duties on this project. **Client Point of Contact:** Edward Herrera, **Phone:** 361.960.6316, **Project Cost:** \$140,000

**Nueces County – Hilltop Park Drainage Improvements** – ICE Performed engineering and design for drainage improvements and erosion control practices throughout the park. Projects ranged from the design and construction of new drainage structures, design and construction of a new retaining wall to mitigate excessive erosion issues. **Client Point of Contact:** Edward Herrera, **Phone:** 361.960.6316, **Project Cost:** \$100,000

**Nueces County – Oil Belt Field Improvements Project** – ICE Performed engineering and design for the creation of a new little league ball park and a kickball field. Site drainage improvements were also designed and implemented. ICE was contracted to perform engineering and design as well as construction management. **Client Point of Contact:** Edward Herrera, **Phone:** 361.960.6316, **Project Cost:** \$182,000

**Nueces County, Nueces County Library (Robstown)** – Project included complete structural inspections and engineering services for a 16,000 sq. ft. steel structure. Responsibilities included providing field reports and structural analysis of miscellaneous structural components as well as review of submittals, project scheduling and construction meeting attendance. **Client Point of Contact:** Commissioner Oscar Ortiz, **Phone:** 361.888.0267, **Project Cost:** \$5,500,000



## SECTION II: FIRM QUALIFICATIONS

**West Star Subdivision** – Project consisted of a proposed plan for new water service to the newly constructed six (6) homes at the City of Robstown's Weststar Subdivision. The homes are located along East Main Street between Sara and Bosquez Streets. Three (3) dual service and one (1) single service connections were installed off of the existing main line. ICE assisted the District in coordinating of all work which was performed by the City of Robstown Streets Department. **Client Point of Contact:** Roy Gutierrez, **Phone:** 361.387.4589, **Project Cost:** \$250,000

**Downtown Museum Renovations** – Project consists of renovating the Robstown Museum building. The building was in real bad shape, a structural analysis had to be performed. A complete remodel was done. Improvements that were done include: additional roof reinforcement, new roof, additional wall partitions, new HVAC system, ADA ramp, new interior and exterior lighting, new flooring, new insulation, new sheet rock, and new paint. **Client Point of Contact:** Beatriz Charo, **Phone:** 361.387.4589, **Project Cost:** \$100,000



**City of Robstown New Police Parking Lot Street Upgrades** - Project consists of site improvements to the City of Robstown owned property located at the corner of South 5<sup>th</sup> Street & East Ave A. Improvements consist of asphalt pavement installation, steel and canvas canopy installation, and construction of a new security fence with stucco finish including three towers constructed out of timber framing. Fence and towers will be supported by a concrete continuous pier and beam foundation. Two automatic gates shall be installed including power and lighting for the shade structures. **Client Point of Contact:** Beatriz Charo, **Phone:** 361.387.4589, **Project Cost:** \$341,000



**New Kansas City Southern Transfer Station in Robstown TX** – This project consisted in the design and development of a new depot and communications building for KCS along with the surveying and construction assistance in the design of two new 10,000ft sidings. ICE performed engineering and design for the required drainage improvements and with coordination with local entities, surveying, rezoning, and platting of KCS property. **Client Point of Contact:** Bill Chavez, **Phone:** 318.936.5769, **Project Cost:** \$8,500,000

**County Road 75 Improvements** - Project consisted of paving an existing dirt road. ICE designed the roadway section to include sub-base, base, and asphalt pavement as well as designed the horizontal and vertical curves needed. The project also consisted of new signage, traffic control measures and utility relocations (power poles). ICE also provided inspection services for the project to ensure that construction was being performed in accordance with the design plans and specifications. **Client Point of Contact:** Bill Chavez, **Phone:** 318.936.5769, **Project Cost:** \$640,000

**Kansas City Southern San Diego** – This project was a design-build project where ICE duties were project management, engineering, design and development of an 11,000ft rail siding west of San Diego, Texas. ICE also performed the drainage analysis, surveying, construction surveying, and coordination with utilities and material suppliers. As built drawings were also prepared by ICE. **Client Point of Contact:** Bill Chavez, **Phone:** 318.936.5769, **Project Cost:** \$7,000,000



## SECTION II: FIRM QUALIFICATIONS

**KCS Laredo CBP Building** - ICE was responsible for the full design of the US Customs Border Patrol Facility located within the KCS Laredo Yard in Laredo, TX. This project included rail design, building structural design and analysis, site grading, drainage ditch and culvert design, hydraulic analysis, utilities improvements, surveying and platting. The project presented numerous design problems including track grade restrictions, horizontal curve limitations, and space confinement. These difficulties were overcome by ICE and its competent staff of engineers and designers. **Client Point of Contact:** Bill Chavez, **Phone:** 318.936.5769, **Project Cost:** \$4,500,000



**Upper Oso Drainage Project** - The project consisted of the hydrology and hydraulic analysis of the Upper Oso watershed in Nueces County. After analyzing the watershed ICE designed a detention pond and wetland system to alleviate flooding in the area. The project also consisted of the following: walking/jogging trail, educational kiosk regarding wetlands and water treatment, benches, observation landings, and solar lighting. ICE is also scheduled to do construction management and inspection once the project begins construction. **Client Point of Contact:** Edward Herrera, **Phone:** 361.960.6316, **Project Cost:** \$1,200,000



### SECTION III: PERSONNEL AND STAFFING

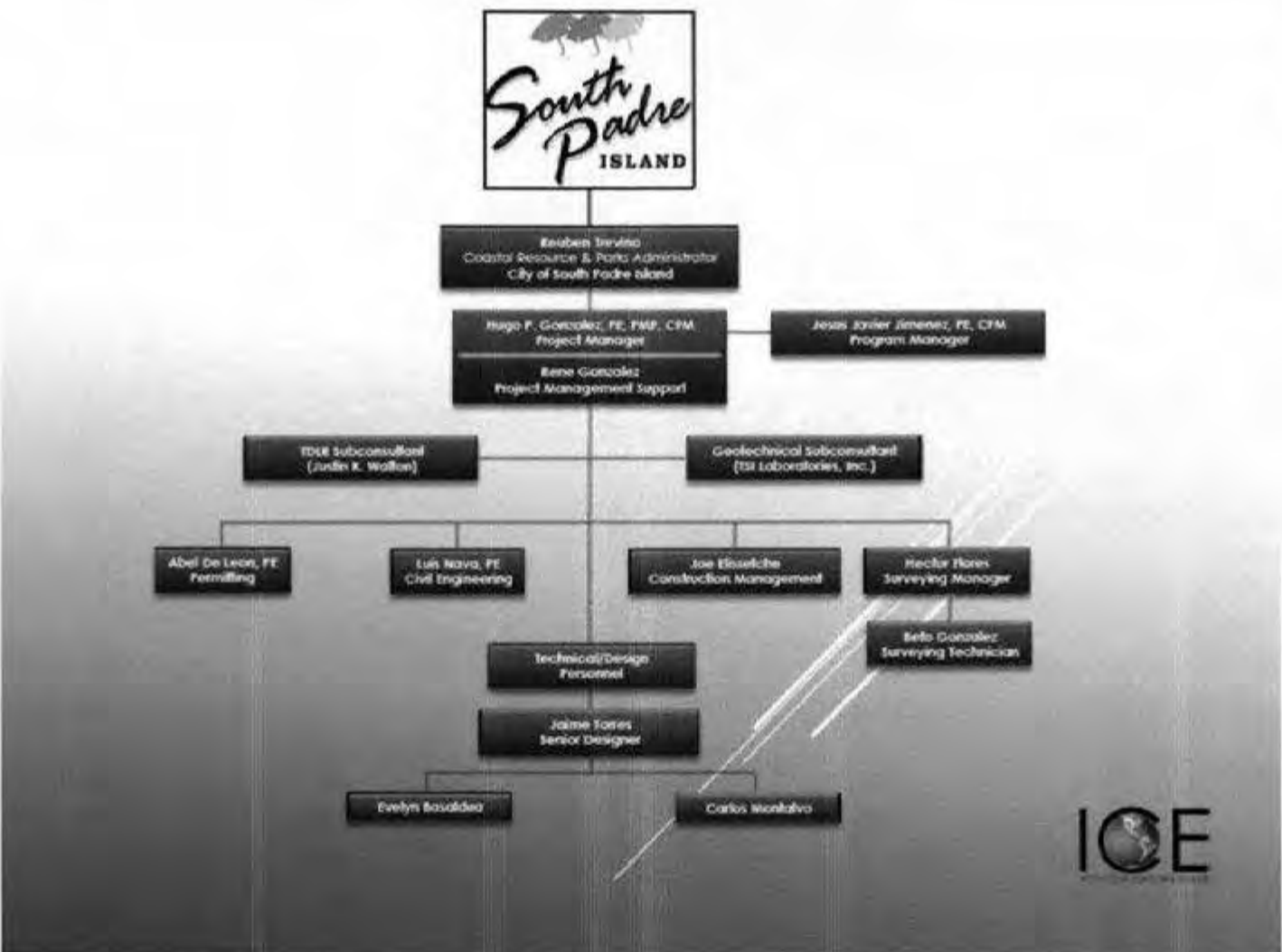
ICE has the resources and capability to provide its clients with a heavily experienced group of engineers and consultants, some with over 40 years of experience in the fields of Civil, Structural and Environmental Engineering, Hydraulics, Surveying, and Construction Supervision as well as experience on the field of Project Management.

ICE has without a doubt the ability of utilizing the firms' personnel to complete projects in a timely manner, taking into account our current and planned workload. The key personnel of the company assigned to this project include the principal in charge and professional associates of the firm, with technical support of surveyors, Senior Designers and CADD technicians.

The ability of a professional services firm to comprehend the demographic and geographic distinction of the community and its surrounding area will be crucial to its success, ICE has such ability. Since we are a local firm, we will be able to deploy our personnel promptly should its clients require immediate project assessment or any other assistance.

Please find an organizational chart of the our team on the following page:







### SECTION III: PERSONNEL AND STAFFING

#### ***ICE Workforce Commitment***

ICE understands the nature and importance of a project to a client, whether the project is part of preventative maintenance, improvements, future planning or growth, and at times unpredictable events. Whether a project is in its planning feasibility, design or construction process, it is critical that clients have a company representative that can meet with them within minutes to discuss any last minute design changes, ideas or simply provide them with a progress report. For this reason, ICE will be committed to responding promptly to the call from the City by providing available ICE Engineering and Technical staff.

ICE would be willing to commit 100% of their workforce to the City if the need arises, with the understanding that engineering/technical personnel are subject to change as additional staff may be available at the time services are required. Being a small business with a strategic network of professionals, ICE has the availability to ramp up its workforce at a moment's notice. This allows the company to effectively respond to the City's needs in a short time period.

#### ***Biographic Summaries of Staff's Education and Experience***

**Mr. Jesus J. Jimenez, PE, CFM** is a Civil/Structural Engineer with over fifteen (15) years of experience providing complete engineering services for the design, analysis, inspection, and evaluation of structural systems. Mr. Jimenez graduated from Texas A&M Kingsville with both a Bachelor's and Master of Science in Civil Engineering in 2000 / 2004 respectively. He proceeded and obtained his professional engineering licenses in the States of Texas and New Mexico. He offers comprehensive, technical expertise with respect to design / coordination of numerous commercial, industrial, and marine structure projects consisting of shopping centers, office buildings, schools, hospitals, warehouses, ship docking facilities, drainage structures, structural analysis and design of highway bridges, general civil / structural design, and safety inspection as well as rehabilitation of bridges.

During his 15 years of professional experience, Mr. Jimenez has worked on numerous projects, including but not limited to: Route and Design Studies, Environmental Studies, Public Involvement, Right of Way Maps and Data, Utility Adjustments, Surveying, Pre-Design, Roadway Design, Drainage Design, Solid Waste, Signing, Marking and Signalization, Traffic Control Plans, Bridge Design, Plans, Drawings and Specifications, Bid Preparation, Building Design, Construction Contract Management, Need Assessment, ADA Compliance, Code Analysis, Cost Estimating, Soil / Rock and Foundation Studies, Excavations and Trenches, Dams and Cut or Filled Slopes, Pavements, Water and Waste Retention / Disposal, Project Development Management, Master Planning, Site Planning & Analysis, Roof Design, Security Design, Asbestos Abatement Monitoring, Energy Conservation and Parking Design. In his professional capacity, Mr. Jimenez has performed numerous of Texas Department of Transportation BRINSAP bridge inspection projects. Project management duties have included continual development of procedures and reporting standards to remain highly qualified to perform this work. Some representative projects were his experience was gained: Robstown Trade Processing Center Feasibility Study (\$6M), Hidalgo County Levees & Levee Wall (\$200M), Raymondville Drain (\$200M), Joe Fulton Corridor (\$19M), Cimarron Street Reconstruction (\$15.5M), Rio Grande Sugar Growers Storage Facility (\$2M), Naval Air Station DH Parking Apron (\$3.5M), Corpus Christi Convention Center Expansion (\$26M), Del Rio Middle School (\$18M), Del Mar Health Science Center (\$31.3M), Del Mar Public Safety Complex (\$11M), Harte Research Institute (\$13.5M), Beeville High School (\$6M), Beeville Elementary School (\$3.8M), Yoakum Pershing Square ADA Improvements (\$1.2M), Nueces County Keach Family Library (\$5.5M), Del Mar College Early Childhood Learning Center (\$5.8M) Port of Corpus Christi Cruise Ship Terminal (\$6.2M), Gulf Compress Cotton Storage Warehouse (\$13M), Refrigerated Storage Facility (\$10M), CITGO Dock B at Lake Charles (\$6M),





### SECTION III: PERSONNEL AND STAFFING

Robstown Master Plan (\$0.6M), Robstown City Hall (\$5M), Robstown FEMA Safe Room Project (\$2.5M), NAS Mine Warfare Training Center, City of La Villa Master Transportation Plan, Cantwell Bridge Rehabilitation, Staples Bridge Expansion at Interstate Highway 37 and Whataburger Field (\$27M).

Mr. Jimenez is proficient in many computer programs including but not limited to: STAADPro V8i, Lpile5, RAM, RISA Baseplate, IES Quickwall, and Microsoft Project. Mr. Jimenez currently manages the Coastal Bend branch ICE office which is located in Corpus Christi, Texas. Mr. Jimenez is a member of the following societies: American Society of Civil Engineers, National Society of Professional Engineers, Texas Society of Professional Engineers, Structural Engineering Institute and Texas Floodplain Managers Association. He is also a past President of the ASCE Corpus Christi Chapter and has served in the Uniform Development Code Infrastructure Requirements Committee, Texas A&M Kingsville Civil & Architectural Engineering Advisory Board Committee and Corpus Christi Building Standard Board Committee.

**Mr. Hugo P. Gonzalez Jr., PE, CFM, PMP** was born in Mission, Texas. After graduating from high school with Honors and ranking 3rd of his class of 277 students, he attended Texas A&M University Kingsville. From the years 1996 to 2000, Mr. Gonzalez obtained his Bachelor's of Science in Civil Engineering. While his years in college he was the recipient of several scholarships and worked part-time jobs in order to finish paying for his education. The part time jobs included being a tutor for Calculus, Lab Instructor for Surveying among other things. The summer before graduating Mr. Gonzalez was hired by Govind and Associates, one of the top engineering firms in the Corpus Christi area. He kept working part time until December of 2000. During his last semester in school, Mr. Gonzalez tested on his Fundamentals of Engineering Exam (FE). After graduation, Govind and Associates offered Mr. Gonzalez a full time position. He worked for Govind full time, while pursuing his Graduate Degree at nights from 2001 to 2004. In May 2004, he graduated with his Masters of Science in Civil Engineering with emphasis in Hydrology and Hydraulics. He proceeded to obtaining his professional engineering license in the State of Texas in 2005 followed by the State of New Jersey License. In his tenure with Govind from 2000 to 2006, Mr. Gonzalez was promoted several times and quickly became a Project Engineer. He was also offered the position of Civil Department Head.

In February 2006, Mr. Gonzalez accepted the challenge of starting an engineering firm for Dos Logistics Inc. Being hired as the Resident Engineer, he was charged with the task of recruiting and hiring all personnel required to efficiently run an engineering firm. He quickly assembled a team of engineers, designers and CAD technicians. Before long he had over 15 professionals working directly under him and over 30 additional employees located at various federal facilities located throughout the continental United States. In 2008, Mr. Gonzalez became a Certified Floodplain Manager, followed by his Project Management Professional Certification in 2010. This credential, which is certified by the Project Management Institute, is the most important industry-recognized certification for project managers. During his 7.5 years with Dos Logistics Inc., Mr. Gonzalez had the opportunity to be the Project Manager for several high-profile, Award Winning, history-making projects such as the Hidalgo County Levee Wall Project, Raymondville Drain and East Lateral Drainage Project. Aside from managing engineering, Mr. Gonzalez was responsible for preparing overseeing the construction division and preparing cost estimates and bids for the new projects. He successfully procured winning low bids for numerous city, county and federal projects to \$5 Million.

During his 15 years of professional experience with previous employers, Mr. Gonzalez has worked on hundreds of projects, including but not limiting to: Route and Design Studies, Social, Economic,



17-19

### SECTION III: PERSONNEL AND STAFFING

Environmental Studies, Public Involvement, Right of Way Maps and Data, Utility Adjustments, Surveying, Pre-Design, Roadway Design, Drainage Design, Solid Waste, Signing, Marking and Signalization, Traffic Control Plans, Plans, Drawings and Specifications, Bid Preparation, Building Design, Construction Contract Management, Need Assessment, ADA Compliance, Cost Estimating, Excavations and Trenches, Pavements, Water and Waste Retention/Disposal, Project Development Management, Master Planning, Site Planning & Analysis, and Parking Design. These are some representative projects where his experience was gained: Master Cannel 27 (\$13M), Mary Carroll Channel (\$1M), La Villa Wastewater Treatment Plant (\$0.5M), Robstown Trade Processing Center Feasibility Study (\$6M), Hidalgo County Levees & Levee Wall (\$200M), Raymondville Drain (\$200M), Joe Fulton Corridor (\$19M), East Lateral Project (\$10M), Cimarron Street Reconstruction (\$15.5M), Up River Road Expansion (\$10M), Corpus Christi 40 MGD Lift Station (\$12M), Delta Area Outfall (\$1.2M), and Maeghan Pointe Subdivision (\$5M).

Most recently, in August 2013 Mr. Gonzalez joined the International Consulting Engineers firm. He currently manages the Rio Grande Valley branch office which is located in Edinburg, Texas. Mr. Gonzalez is a member of the following societies: American Society of Civil Engineers, Project Management Institute and Texas Floodplain Managers Association.

**Mr. Rene R. Gonzalez, MSPM** will provide Project Management Support. Mr. Gonzalez has a Master's Degree in Project Management from St. Edward's University in Austin, Texas. Mr. Gonzalez has over ten (10) years of experience in project development, governmental consulting and project management for infrastructure projects in South and Central Texas. Mr. Gonzalez's experience coordinating state and federally funded projects and knowledge of procurement regulations provides additional support to the management team. Mr. Gonzalez also co-owned a MBE/DBE/HUB certified landscape, irrigation, and rainwater harvesting business, Green Brothers Sustainable Solutions, LLC, from 2009 through 2013, where he served as Project Manager and was trained in rainwater harvesting system design and installation. Most recently, Mr. Gonzalez served as a Project Lead and Disadvantaged Business Enterprise Coordinator for the Texas Water Development Board where he provided project coordination services and managed the review of all federally funded projects for compliance with federal and state procurement regulations.

Mr. Gonzalez's diverse background in governmental consulting, project management, and infrastructure development will be extremely beneficial. Mr. Gonzalez's knowledge of state and federal programs and experience with water and wastewater infrastructure development are vital elements to the team.

**Mr. Abel De Leon, PE** is a Professional Engineer licensed in the state of Texas. Mr. De Leon earned his Bachelor of Science degree in civil engineering in 1979 and Mr. De Leon worked for the US Army Corps of Engineers (USACE) for twelve (12) years as a Civil Engineer and Assistant Area Engineer for the Galveston District. Additionally, Mr. Del Leon served as a Civil Engineer for the US Navy for sixteen (16) years as a Project Engineer and Resident Officer in Charge of Construction for the Naval Air Station in Corpus Christi, Texas. Mr. De Leon's vast governmental and professional experience includes the management of channel depths under the jurisdiction of the Southern Area Office, supervision of over twenty employees, coordination with consultants and governmental officials, review and interpretation of plans and specifications, resolution of controversial matters with contractors, preparation of annual budgets, coordination of construction activities to ensure progress and safety compliance.

**Mr. Luis J. Nava, PE** is Professional Engineer licensed in the State of Texas and Republic of Mexico. Mr. Nava earned his Bachelors of Science degree in civil engineering in 1986 from University of Tamaulipas-Mexico and two Masters of Science degrees, one in environmental engineering from Texas A & M

### SECTION III: PERSONNEL AND STAFFING

University-Kingsville in 1999 and another in port operations and management from University of Tamaulipas-Mexico. Mr. Nava has over thirty (30) years of professional experience in engineering of hydraulic design and analysis of drainage systems, environmental and industrial safety, design, construction and inspection of sanitary sewer systems, design and construction of on-site sanitary sewer facilities (OSSF), water lines, lift stations, and wastewater treatment plants. Mr. Nava also has experience performing design land development studies, design and construction of county roads, city streets, and design of storm water drainage infrastructure for TxDOT.

**Mr. Hector Flores** is has over twenty one (21) years of experience in architecture, urban development, structural calculations, and CAD design. Mr. Flores has experience with Right of Way Acquisition (including Parcel Surveys, ROW, and Base Map, Controls, Etc.), Site Surveys, site plans, and design of road and drainage ditches, water line, sanitary sewer lines, traffic control maps, and construction estimation.

**Mr. Jaime Torres** is a Senior Civil Designer with an Associates of Applied Science degree. He graduated from Texas State Technical Institute in 1982 with an Associates in Drafting and Design Technology. Mr. Torres has over thirty two (32) years of professional experience in civil design/drafting and has worked for several firms in the Corpus Christi area including: Coym and Rehmet Engineering from 1982 to 1986, Russell-Veteto Engineering from 1986 to 1993, Govind and Associates from 1993 to 2007, Dos Logistics Inc. from 2007 to 2012 and finally International Consulting Engineers from January 2012 to present.

During his 32 years of professional experience Mr. Torres has worked on hundreds of projects, including but not limiting to: Route and Design Studies, Social, Economic, Environmental Studies, Public Involvement, Right of Way Maps and Data, Utility Adjustments, Surveying, Pre-Design, Roadway Design, Drainage Design, Solid Waste, Signing, Marking and Signalization, Traffic Control Plans, Plans, Drawings and Specifications, Bid Preparation, Building Design, Construction Contract Management, Need Assessment, ADA Compliance, Cost Estimating, Excavations and Trenches, Pavements, Water and Waste Retention/Disposal, Project Development Management, Master Planning, Site Planning & Analysis, Parking Design, Wastewater Wetlands Facility, Distribution and Collection and Subdivision design. These are some representative projects where his experience was gained: Master Cannel 27 (\$13M), Mary Carroll Channel (\$1M), Robstown Trade Processing Center Feasibility Study (\$6M), Joe Fulton Corridor (\$19M), East Lateral Project (\$10M), Cimarron Street Reconstruction (\$15.5M), Up River Road Expansion (\$10M), Resaca 40 MGD Lift Station (\$12M), Gulf Compress – Cotton Storage Warehouse Design (\$13M), Yoakum Pershing Square (\$1.2M), Corpus Christi Greyhound Race Track Facility (\$18M), Six Point Transfer Station, Corpus Christi, TX, CITGO Administration Building, Corpus Christi, TX, Whataburger Field (\$27M), Mary Rhodes Pipeline for the City of Corpus Christi, Horne Road, Ayers St. To Kostoryz Rd. Improvements for the City of Corpus Christi, Antelope Street & Salt Flats Area 36"/48" Wastewater Gravity Interceptor, Northside / Port Area Infrastructure Improvements (\$5.4M), CITGO Lake Charles, Louisiana, Port of Corpus Christi Cruise Ship Terminal, Corpus Christi, Texas: CITGO, Docks 1, 2, 3, 6, 7, & 8 Corpus Christi, Texas: Controlled Environments Construction, Inc., Refrigerated Storage Facility at Cargo Dock 10, Corpus Christi, TX, A.C. Jones High School Expansion, Beeville TX, Cameron County – Post Hurricane Disaster Recovery Operations Damage Assessment Team Member, City of Corpus Christi – Greenwood Plant Digester Covers, Corpus Christi Convention Center / Arena Expansion, Corpus Christi – New Oak Park Elementary Structural Design, Del Mar College – Health Science Center, Del Mar College – Public Safety Complex, Flint Hills – Fort Worth Terminal, Flint Hills – Cumene PP Feed Conditioning Air Cooler Structure Area, Flint Hills – New Coalescer Supports, Flint Hills – Ingleside Terminal Pier & Dock Renovation, HEB – Tortilla Factory Addition, NAS Corpus Christi – Mine Warfare Training Center, Port of



### SECTION III: PERSONNEL AND STAFFING

Corpus Christi – Salomon Ortiz Center Water Taxi Landing, Southwest Marine Ship Repair – Heavy Weather Plan Analysis, Sun Spree Resort – Windstorm Inspections, TxDOT Corpus Christi – I.T.S. Facility Structural Design, Tyler Elementary Structural Design, Beeville TX, Robstown Dakota Lift Station (\$0.5M), West Star Subdivision, Kansas City Southern (KCS) Robstown Railroad Depot, KCS San Diego Railroad Spear Addition, KCS Laredo Switch Yard Improvements (\$1.5M), KCS Laredo Customs and Border Patrol Building, KCS Corpus Christi Yard Improvements, Seymour Hospital Expansion, FEMA Safe Room (\$2.8M), County Road 75, Helena Site Improvements, Robstown Hazard Mitigation Plan (\$0.6M), Robstown New City Hall Facility (\$4M), EDA Waterline and Stormwater Improvements (\$5M), Texas Water Development Board Wastewater Improvements (\$3.0M), and Nueces County Upper Oso Drainage Improvements (\$1.2M).

Mr. Torres has successfully coordinated projects with the following agencies: Tx Department of Transportation, Texas Water Development Board, US Corps of Engineers, Economic Development Board and numerous counties, cities and water districts.

**Mr. Evelyn Basaldua** is a graduate of the South Texas College in 2000 and holds a Computer Aided Drafting Certificate. Mr. Basaldua has extensive knowledge in Auto CAD Civil 3D and MicroStation. He has successfully completed several civil 3D software courses. During his work experience Mr. Basaldua has performed work in projects such as Hidalgo County Levees Phase I– III: (Project length=17.3 Miles), USIBWC/DHS, Segment 0– 4 (Project length=5.17 Miles), USIBWC/DHS Segment 0– 7 (Project length=0.92 Mile), USIBWC/DHS Segment 0– 8 (Project length=3.32 Miles), Hidalgo County Drainage District No. 1: East Lateral, Hidalgo County Drainage District No. 1: Levee Improvements, City of Robstown FEMA Safe Room Dome Project, City of Robstown Street Improvements Project, City of Robstown New Police Parking lot project, KCS Corpus Christi Yard Improvements, KCS New San Diego Siding, KCS Laredo R&D Track Improvement Project, KCS – US Customs new rail inspection facility. Mr. Basaldua has successfully completed projects with the following agencies: Texas Department of Transportation, Texas Water Development Board, US Corps of Engineers, Hidalgo County, Cameron County, Nueces County, various cities, water, and drainage districts.

**Mr. Joe Elissetche** has a vast amount of construction experience, in the private and municipal sector as superintendent and project manager. He has over sixteen (16) years of experience in his field. His experience includes installation of waterlines, sanitary, storm & sewer, construction management and inspection for various infrastructure and transportation construction projects. His experience includes coordination and operation of all construction development projects assigned or awarded to him. Several of Mr. Elissetche's recent projects include the KCS Spears Siding Improvements Project (Robstown), Upper Oso Drainage Improvements (Nueces County), KCS/CBP Inspection Building (Laredo), FEMA Safe Dome Shelter (Robstown), New Police Parking Lot (Robstown), Downtown Museum Renovations (Robstown), and the New City Hall (Robstown) projects.

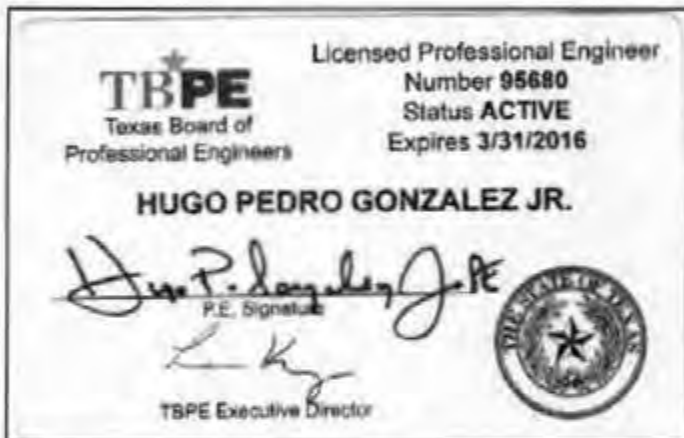
## SECTION IV: CERTIFICATIONS & INSURANCES

Professional Engineering Licenses  
Project Management Professional (PMP Certification)  
Construction Management Certificate  
Historically Underutilized Business Certification  
Professional Liability Insurance



## PROFESSIONAL ENGINEERING LICENSES

Hugo P. Gonzalez, Jr., P.E., CFM, PMP  
Project Manager  
5101 S. McColl Rd., Ste. I  
Edinburg, Texas 78539  
Phone: (361) 290-4810  
Email: [hugo@icengineers.net](mailto:hugo@icengineers.net)



Jesus J. Jimenez, P.E. CFM, MSCE  
Program Manager  
555 N. Carancahua St., Ste. 860  
Corpus Christi, Texas 78401  
Phone: (361) 385-0385  
Fax: (361) 826-5806  
Email: [jj@icengineers.net](mailto:jj@icengineers.net)





# PROJECT MANAGEMENT PROFESSIONAL CERTIFICATE



# CONSTRUCTION MANAGEMENT CERTIFICATE



## CERTIFICATE

Hugo P. Gonzalez, Jr.  
SWG041500072

has completed the Corps of Engineers and Naval Facility Engineering Command Training Course

### CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #784

Galveston, TX	June 20, 2015	SWG - Galveston District	Alton H. Meyer III
Location	Training Date(s)	Instructional District/ NAVFAC	COM-C Manager
Franchelle E. Craft	<a href="mailto:Franchelle.E.Craft@usace.army.mil">Franchelle.E.Craft@usace.army.mil</a>	409-766-3187	<i>Franchelle E. Craft</i>
Facilitator/Instructor	Email	Telephone	Facilitator/Instructor Signature
			<i>John E. Bennett</i>

THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE

# HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

## Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1272511820700
File/Vendor Number:	083076
Approval Date:	13-MAR-2014
Scheduled Expiration Date:	13-MAR-2018

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

### JIMENEZ ENGINEERING SOLUTIONS, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 14-MAR-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul A. Gibson*


*Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-6881 or 512-463-5672.

Rev. 09/12

# SECTION IV: CERTIFICATIONS & INSURANCES

## PROFESSIONAL LIABILITY INSURANCE

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 4/6/2015		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
<b>PRODUCER</b> Swantner & Gordon Insurance Agency A Higginbotham Company P.O. Box 870 Corpus Christi TX 78403			<b>CONTACT</b> NAME: Karen Silkwood PHONE (AC No.): 361-883-1711 FAX (AC No.): 361-844-0101 E-MAIL: ksilwood@higginbotham.net			
<b>INSURED</b> JIMENS Jimenez Engineering Solutions LLC DBA International Consulting Engineers PO Box 624 Corpus Christi TX 78403			<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: Sentinel Insurance Company, LTD 11000 INSURER B: Certain Underwriters @ Lloyds 15792 INSURER C: INSURER D: INSURER E: INSURER F:			
<b>COVERAGES</b>			<b>CERTIFICATE NUMBER: 1104550539</b>			
			<b>REVISION NUMBER:</b>			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
NO.	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		655BACB12	3/27/2015	3/27/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPAN AGG \$2,000,000
X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE	X				
	GOV'L AGGREGATE LIMIT APPLIES PER POLICY	PRO-JECT				
		X				
A	AUTOMOBILE LIABILITY		65UECPB1212	3/27/2015	3/27/2016	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (per person) \$1,000,000 BODILY INJURY (per accident) \$1,000,000 PROPERTY DAMAGE (per accident) \$1,000,000
X	ANY AUTO					
	ALL OWNED AUTOS	SCHEDULED				
	HAIRD AUTOS	NON-OWNED AUTOS				
A	UMBRELLA LIA		65UECPB1212	3/27/2015	3/27/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
X	EXCESS LIA					
	RETENTION					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		65UECPB1212	3/27/2015	3/27/2016	X MC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	ANY PROPRIETOR/PARTNER/NEGATIVE (OFFICER/DIRECTOR EXCLUDED) (Minimum \$100)	Y/N				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
B	Professional Liability ESO		60621PJM00214	12/4/2014	12/4/2015	Each Occurrence 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD.

© 1989-2010 ACORD CORPORATION. All rights reserved.



RFQ NO. 2015-10-01  
Professional Engineering Services – Beach Access Improvements at Ocean Circle  
Section IV – Certifications & Insurances

## SECTION V: ADDITIONAL INFORMATION

International Consulting Engineers (ICE) is an experienced engineering and consulting firm dedicated to perform exceptional services to meet and exceed all of its client's expectations, maintaining the outmost regard for the current financial hardships and protecting the City's investment.

ICE understands the importance of the scope of the work required to provide high quality professional engineering services for its clients. ICE's team/key personnel has been selected for their experience and capabilities on municipal projects and are ready to provide the services necessary to successfully fulfill any engineering, surveying, design, and management needs for the City.

ICE offers an array of services that consist of all aspects of Roadway, Bridge, General Design, Civil, Solid Waste, Structural, and Marine Engineering and Surveying, Program/Project Management and Construction Management for Federal, State and City-funded Projects. Our firm can also assist its clients with the following items:

### A.

- Beach Access Ingress/Egress and Walkover Structure Design
- Geotechnical Analysis (By Sub-consultant)
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data (By Sub-consultant)
- ADA Compliance (By Sub-consultant)
- Utility Adjustments
- Surveying
- Erosion Control
- Maritime Design and Construction
- Stormwater Pollution Prevention Planning
- Pre-Design

### B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

### C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

### D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations



## SECTION V: ADDITIONAL INFORMATION

- Needs Assessment
- Code Analysis
- Cost Estimating

### E.

- Soil/Rock and Foundation Studies (By Sub-consultant)
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

### **Other Engineering Services that may be provided:**

Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

ICE clearly understands the growing pains of public and private entities and the tremendous needs that come with growth. ICE prides itself in offering all of its resources to assisting public and private agencies improve and develop infrastructure systems. ICE's vision is based on building positive all inclusive participation with its clients so that there is no room for lack of understanding regarding a particular project.

### **Contact Person Regarding Statement of Qualification**

**Name of Firm:** International Consulting Engineers, LLC

**Principal / Project Manager:** Hugo P. Gonzalez Jr., PE, PMP, CFM

**Address:** 1722 N. Closner, Suite B  
Edinburg, Texas 78541

**Telephone:** (956) 329-5404

**Fax:** (361) 826-5806

**Cell:** (361) 290-4810

**Email:** [hugo@icengineers.net](mailto:hugo@icengineers.net)





## SECTION V: ADDITIONAL INFORMATION

### **List of In-State References**

Name: Mayor Joe E. Vega  
Address: 305 E. Maxan Street  
Port Isabel, Texas 78578  
Phone: 956.943.2684

Name: Tony Barco, Hidalgo County - Urban County Deputy Director  
Address: 427 E. Duranta Ave.  
Suite 107  
Alamo, TX 78516  
Phone: 956.787.8127

Name: Oscar Ortiz, Nueces County Commissioner  
Address: 901 Leopard St. Room 303.09  
Corpus Christi, TX 78380  
Phone: 361.888.0267

Name: Beatriz Charo, Grants Administrator  
Address: 101 E. Main  
Robstown, TX 78380  
Phone: 361.387.4589

Name: Ponciano Longoria, PE, City Engineer – City of Edinburg  
Address: 415 W. University Dr.  
Edinburg, TX 78539  
Phone: 956.388.8211

### **Ability to Commence Services**

As a firm, ICE will provide the City with high quality professional services by having a company engineering representative always available to provide immediate assistance as needed. We are able to commence any project awarded to us immediately. We also have the flexibility to hire additional personnel in order to meet any compressed schedule.

### **Affirmative Action Program**

ICE is an Equal Opportunity Employer and complies with all local, state and federal laws regarding Affirmative Action.





19-32

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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** Reuben Trevino, Coastal Resources Administrator

**DEPARTMENT:** Coastal Resources

**ITEM**

Discussion and action to award contract for structural engineering services for the design of engineering services for beach access improvements at Moonlight Circle; and authorize the City Manager to negotiate fees in association with this project.

**ITEM BACKGROUND**

The City's Coastal Resources office has been planning the beach access at the Moonlight Circle since September 2014. The grant was submitted to the General Land Office in the fall of 2014 and awarded in January 2015. The project will include design and construction of an ADA walkover.

Coastal Resources staff drafted and published a Request for Statements of Qualifications (SOQ) and one proposal was received. The SOQ was to focus on all work necessary for the design of a beach access walkover

**BUDGET/FINANCIAL SUMMARY**

Coastal Resources staff is requesting City Council authorization to use the funds that have been budgeted in FY15-16 for design and construction services for pedestrian walkover.

**COMPREHENSIVE PLAN GOAL**

- 5.B. Protect the dune system from erosion and artificial damage
- 5.E. Create, preserve, and enhance access to beach

**LEGAL REVIEW**

Sent to Legal:

YES: \_\_\_\_\_

NO:   X  

Approved by Legal:

YES: \_\_\_\_\_

NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**

Staff recommends approval.

October 12, 2015

Mr. Reuben Trevino  
Coastal Resources and Parks Administrator  
City of South Padre Island  
4601 Padre Boulevard  
South Padre Island, Texas 78597

**RE: Request for Statements of Qualifications for Engineering Services for Beach Access Improvements at Moonlight Circle (RFQ # 2015-10-01)**

Dear Mr. Trevino:

**International Consulting Engineers** is pleased to respond to the City of South Padre Island's Request for Statements of Qualifications for professional engineering design services for the Beach Access Improvements at Moonlight Circle project (RFQ # 2015-10-01). It is our understanding that the City of South Padre Island intends to contract with a qualified consultant firm(s), to provide engineering design services and construction documents for the improvements to the beach access improvements, ADA accessibility, and dune protection.

We have assembled an experienced and dynamic team to serve the City of South Padre Island's need for the proposed project. I, Hugo P. Gonzalez, Jr., P.E., CFM, PMP am the primary point of contact for this solicitation response and will serve as Project Manager. I will be responsible for overall project coordination and will attend all major decision making meetings and coordinate day-to-day decisions our team. Our office located in Edinburg, Texas will provide the City with responsive professional services to complete assigned tasks in a timely manner. We have an experienced geotechnical firm and ADA Specialist as part of our team to provide the highest level of service to the City.

If you require any additional information, please contact me by phone at (361) 290-4810 or email [hugo@icengineers.net](mailto:hugo@icengineers.net). Thank you for the opportunity to be of service. We look forward to the opportunity to assist the City in completing this important project.

Sincerely,

Hugo P. Gonzalez, Jr., P.E., CFM, PMP  
Project Manager  
1722 N. Clossner, Suite B  
Edinburg, Texas 78541  
Phone: (361) 290-4810

**STATEMENT OF QUALIFICATIONS  
FOR  
"Professional Engineering Services –  
Beach Access Improvements at Moonlight Circle"**

**RFQ NO: 2015-10-01**

Submitted to:



**CITY OF SOUTH PADRE ISLAND**

Mr. Reuben Trevino  
Coastal Resources and Parks Administrator  
City of South Padre Island  
4601 Padre Boulevard  
South Padre Island, Texas 78597

Submitted by:



TBPE Firm #10837

Rio Grande Branch  
1722 N. Closner, Suite B  
Edinburg, TX 78541

Coastal Bend Branch  
555 N. Carancahua Street  
Suite 860  
Corpus Christi, TX 78401

**October 19, 2015**

18-4



## TABLE OF CONTENTS

<b>Section I – Understanding of the Project</b>	<b>Page 1</b>
Design & Management of Projects	
Knowledge of Geographical Area	
List of Past Clients and Local Governments	
<b>Section II – Firm Qualifications</b>	<b>Page 4</b>
Federal/State Funded Construction Projects	
Project Personnel	
Project List	
<b>Section III – Personnel and Staffing</b>	<b>Page 11</b>
Organization Chart	
ICE Work Commitment	
Biographic Summary of Staff's Education and Experience	
<b>Section IV – Certifications and Insurances</b>	<b>Page 18</b>
Professional Engineering Licenses	
Project Management Professional (PMP Certification)	
Construction Management Certificate	
Historically Underutilized Business Certification	
Professional Liability Insurance	
<b>Section V – Additional Information</b>	<b>Page 24</b>
Contact Person Regarding Statement of Qualifications	
List of In-State References	
Ability to Commence Services	
Affirmative Action Program	



## SECTION I: UNDERSTANDING OF THE PROJECT

**International Consulting Engineers' (ICE)** goal is to provide the most appropriate, economical and feasible solution to the engineering needs of the City of South Padre Island. As an experienced and dynamic organization, this firm seeks to combine traditional, previously executed and proven methods along with the latest technological advances in order to produce the cost effective solutions consistent with the demands of today's world.

To embark on the Beach Access Improvements at Moonlight Circle, our firm built a team from its extensive consultant database to effectively accomplish the City's mission for this project. A specialized team was formed, and its members were selected on the basis of individual expertise and the value of their contribution to the project. The Team Leader (Hugo P. Gonzalez Jr., PE, CFM, PMP/Project Manager) will have overall responsibility and will be totally dedicated to the project until its completion. Additionally, **TSI Laboratories, Inc.** will join our team as geotechnical sub-consultant and Texas Department of Licensing and Regulation sub-consultant **Justin K. Walton** for ADA compliance for the project.

It is our understanding that the project consists of improvements to one of the City's existing public beach access easements located at Moonlight Circle (Access Point #13). The project includes the design and construction of an ADA-compliant dune walkover in place of the aging mobi-mat currently installed, drinking water, rinse stations and irrigation for the surrounding dunes.

### ***Design and Management of Projects***

ICE is currently performing professional engineering services for the City of South Padre Island's Beach Access Walkover Structure at the Pearl, Seaside Circle, and Cameron County Beach Access #4 Enhancements and has the capacity, technical expertise and resources to assist with further projects. ICE engineering staff provides the highest quality civil and structural design services to a wide variety of clients, including State Transportation Agencies, counties, municipalities, and private corporations. The firm's experience and application of quality assurance and quality control program ensures a comprehensive review and assessment of infrastructure alternatives and constructability issues. The ICE engineering team brings cost effective solutions to all our design projects and offer unique knowledge and sensitivity to the infrastructure needs of the client.

In addition, the ICE engineering team has the technical capabilities and experience to provide effective management and implementation of infrastructure development projects. The team is made up of seasoned senior engineers some with forty plus years of experience in all aspects of civil and structural engineering in areas such as design, project coordination, wastewater project controls, project management, construction and inspections as well as young and dynamic engineers with over ten years of experience in the same fields. Our engineers' involvement in projects such as infrastructure revitalization, sitework inspection, project and construction management, and design among others, are proof of the capability and capacity of our engineering division to not only perform the work required, but to deliver a professional product that exceeds expectations and conforms to local, state, and federal standards and regulations.

Our team has a clear understanding of the task and scope of services required for each project. With respect to the scope of services requested by the City of South Padre Island, ICE has the capabilities to perform:

- Field Investigation and Data Collection
- Street Infrastructure Evaluation and Improvements
- Pavement Management and Improvements



## SECTION I: UNDERSTANDING OF THE PROJECT

- Utility Infrastructure Evaluation and Improvements
- Erosion and Sediment Control Design
- Water and Wastewater Evaluation and Improvements
- Structural Engineering (Improvements & Design)
- Hydrology & Hydraulics
- Topographic Surveying
- Traffic/Pedestrian Control Plans
- ADA Compliance
- Environmental Engineering Services
- Civil Engineering
- Mechanical, Electrical, & Plumbing (MEP)

Additionally, ICE has the capabilities to perform the following:

- Feasibility evaluation and alternatives analysis
- Design development and cost estimating
- Preparation of plans, specifications, and estimates
- Review and check plans, subdivision and parcel maps, and computations submitted by private developers
- Review of engineering and encroachment permits
- Prepare environmental reports
- Review of environmental and engineering reports and proposals
- Coordination with utility agencies, consultants, and other public agencies
- Organization, participation, and presentations at meetings held by City staff, City Council, neighborhood groups, and other stakeholders
- Preparations of preliminary documents, plans and/or reports responding to the City and other stakeholder comments
- Preparation of handouts and graphical displays for public meetings
- Management and monitoring of capital improvements projects
- Management and monitoring of planning projects
- Administration and monitoring of regional, state, and federal grants

From surveying, permitting, or environmental documents to construction management and oversight, we understand the project development process from cradle to grave.

### **Construction Management**

In order to ensure proper continuity, ICE's group of experienced personnel are ready to ensure that every project design goes through the construction process seamless and as smooth as possible. ICE's



construction management inspectors ensure that construction complies with all specifications, regulations, and certifications as required by authorities from all levels (local, state, and federal). ICE's inspectors are efficient in tracking and managing construction progress, scheduling, and code compliance.



## SECTION I: UNDERSTANDING OF THE PROJECT

### ***Program/Project Management Services***

ICE believes that any type or size of project can succeed if good ethical program/project management practices are implemented with experience, professionalism and innovation. The Project Management Plan will help the management team maintain a constant focus on the projects' scope of work. The project manager must be effectively and efficiently deliver a quality product. In order to insure the project success, it is imperative that good project management principles are implemented since the planning stage. As the project becomes more defined, the Project Management Plan will become the tool by which the project will be effectively managed. The ICE team will implement a Project Management Plan to incorporate the following breakdown:

- Define Scope of Work, Goals and Objectives
- Project Organizational Chart, Roles, and Responsibilities
- Project Phases
- Procurement and Contract Management
- Project Budget and Schedule
- Project Reporting and Tracking
- Management Team and Project Stakeholder Communication
- Safety and Security
- Closeout Plan
- Project Documentation

### ***Knowledge of Geographical Area***

ICE is fully aware of the City's needs and requirements and has abundant knowledge of the challenges associated with doing work within this geographical area. We are currently working on three virtually identical projects on South Padre Island as described on page 6. ICE has firsthand knowledge handling adverse/complicated issues, whether it's providing proper drainage to relatively flat property, dewatering, or obtaining Right of Entry from property owners to working in 100 + degree weather.

### ***List of Current/Past Clients***

ICE prides itself in having successfully completed numerous projects for private developers and cities, and other governmental entities. Below please find a partial list of past clients and local governments to which ICE has successfully done work for:

- City of South Padre Island
- City of Edinburg
- General Services Administration (GSA)
- U.S. Department of Agriculture (USDA)
- Corpus Christi Naval Air Station
- Hidalgo County Urban County Program
- Hidalgo County Drainage District No. 1
- City of Robstown, Robstown Utility Systems and Robstown Improvement Development Corporation
- Nueces County
- Nueces County Drainage District No.2
- Port of Corpus Christi Authority
- City of Corpus Christi
- Kansas City Southern Railroad
- Corpus Christi Regional Transportation Authority
- San Diego Independent School District
- McKinstry





## SECTION II: FIRM QUALIFICATIONS

**International Consulting Engineers (ICE)** is a competent, multi-disciplined engineering firm that specializes in professional Civil, Structural, Port/Marine Engineering and Project/Construction Management services to governmental agencies, corporate entities, private developers, and municipalities. ICE is registered and licensed with the State of Texas. The firm's capabilities include roadway, bridge, general design and construction. As well as, preparation of technical reports, master drainage plans, general studies and investigations, construction documents and specifications, estimates, and a full range of construction supervision including project management. ICE also has the capabilities to offer topographic surveying services. ICE has experience with Federal, State and municipally funded projects and has performed numerous federal projects throughout the state.



The strength of ICE resides in its staff members and exclusive consultants. Each staff member is highly skilled and dedicated, qualified by education, training, and experience, and motivated by professional pride and past accomplishments. The firm enlists the services of staff members and affiliates from a variety of disciplines and backgrounds in order to assure the quality and

competence of the firm's services in all fields of its endeavors. ICE is constantly searching for the most qualified consultants that provide cutting edge and innovative solutions to every project. ICE's staff and exclusive consultants are seasoned engineers which offer a great wealth of experience to its clients.

Established in 2008, ICE is a young firm made up of a highly experienced staff ranging from ten to over forty years of engineering/construction experience. ICE currently has two offices, one in the seat of Hidalgo County, **Edinburg, TX** and a second office in the seat of Nueces County, **Corpus Christi, TX**.

In the area of general **Civil Engineering and Design**, ICE specializes in utilities and civil sitework along with flood-prevention, design, data analysis, and construction management of various infrastructure and transportation construction projects. The team has extensive expertise with work related to utility systems and flood control, pedestrian enhancements to meet ADA standards, field inspections, cost estimates, needs assessments, new drainage, roads, utility relocation, water, sanitary sewer, force mains, and lift stations. Additionally, the ICE engineering team has direct field experience with projects related to traffic flow improvements, traffic controls, and utility relocation.

ICE has access to a full range of Surveying Services ranging from Conventional Surveying to Laser 3D Scanning. ICE is able to offer our clients a variety of professional land surveying services (in-house or subcontracted), including Topographical Surveys; Survey Alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines, and legal descriptions; As-Built; Staking of Roadway and Drainage Projects. The ICE team adheres to a strong Code of Ethics and is committed to the highest standards in protecting the interests of the public while establishing and evaluating land boundaries and laying out construction improvements. The team utilizes the latest in surveying techniques, hardware and software technology to meet its clients standards, practices, specifications and procedures.



18-9

## SECTION II: FIRM QUALIFICATIONS

ICE surveying team is also a leader in the future of surveying, which utilizes laser scanning stations in place of conventional survey stations. The end product of a laser scan survey is a real time 3D survey with an infinite amount of information available at the click of a computer key.

### ***Federal / State Funded Construction Projects***

Through its achieved experience with major transportation, development and other infrastructure projects in the region, ICE offers un-matched expertise in administering state and federally funded projects. ICE fully understands today's challenges incurred by local communities. ICE offers a proven track record of managing projects for a multitude of infrastructure development programs, trade processing facilities, inland ports, water ports, military infrastructure and facilities, rail facilities, water resource systems, drainage systems (Storm/Sanitary), regional transportation systems and ADA certification and compliance systems. ICE has successfully demonstrated its knowledge in designing and administering Federal/State funded construction projects.



### ***Project Personnel***

ICE staff is ready to commence any project awarded to us in a moment's notice. Below please find a list of key project personnel with their titles:

**Hugo P. Gonzalez Jr. PE, CFM, PMP – Principal / Civil Engineer**

**Jesus J. Jimenez PE, CFM – Principal / Structural Engineer**

**Rene Gonzalez, MSPM – Project Manager**

**Luis Nava, PE – Civil Engineer**

**Abel De Leon, PE – Civil Engineer**

**Jose Elissetche – Senior Construction Inspector**

**Jaime Torres – Senior Designer**

**Hector Flores – Senior Designer**

**Evelyn Basaldua - Designer**

**Carlos Montalvo – CADD Technician**

**Beto Gonzalez – Survey Technician**





## SECTION II: FIRM QUALIFICATIONS

### Project List

**Pearl Resort Beach Access Timber Walkover Project** – ICE was contracted by the City of South Padre Island to provide professional engineering services for improvements to the existing public beach access at the Pearl Beach Access. The project includes the improvement one easement and addition of an ADA-compliant walkover located on the Northern side of The Pearl Hotel. The walkover will provide public access and provide protection to the adjacent dune system. **Client Point of Contact:** Reuben Trevino, **Phone:** 956.761.8111, **Project Cost:** \$225,000

**Seaside Circle Beach Access Improvements** – ICE was contracted by the City of South Padre Island to provide professional engineering services for improvements to Seaside Circle (Access Point #6) on the southern end of Gulf Boulevard. Due to high traffic and impacts from Dolly and Ike, the City is constructing a walkover structure to provide enhanced access and optimal conditions for re-vegetation of the dune system. **Client Point of Contact:** Reuben Trevino, **Phone:** 956.761.8111, **Project Cost:** \$300,000

**Cameron County Beach Access #4 Enhancements** – ICE was contracted by GMS Architects to provide professional engineering services for the Cameron County Beach Access #4 Enhancement project. The improvements consisted of a 240' x 7' ADA compliant dune walkover and install a rinse station and water, sewer and electrical connections for the future construction of restrooms and showers. The ADA dune walkover will provide access from the parking lot to the beach and will prevent visitors from disturbing the dunes to allow vegetation to better stabilize the dune system. **Client Point of Contact:** Joe E. Vega, **Phone:** 956.761.3700, **Project Cost:** \$160,000 (UNDER NEGOTIATION)

**Modesto Hernandez Sr. Memorial Park** – ICE was contracted by the Hidalgo County-Urban County Program and the City of Elsa as project engineer and design team to rehabilitate and improve the existing "Modesto Hernandez Sr. Memorial Park. The improvements consisted of the removal and disposal of all existing structures (basketball court, two canopies, and old swings), construction of New Basketball Court, Construction of new Canopy, Construct New Asphalt Parking Lot, New Playground Area, upgrade a memorial plaque, illumination system, two new picnic tables with grills, and restrooms. **Client Point of Contact:** Tony Barco, **Phone:** 956.571.0081, **Project Cost:** \$186,000



**State Highway 48 Boat Ramp** – Performed civil and structural design of a Boat Ramp along State Highway 48 in Cameron County, Texas. The project consisted of the piers, concrete walkways, pavilions, boat ramp, docks, and parking areas. The State Highway 48 Boat Ramp is located adjacent to the Brownsville Ship Channel and is one of the few public boat launching facilities available in the Laguna Madre area. This project was designed by ICE personnel in their previous employment. **Client Point of Contact:** Joe E. Vega, **Phone:** 956.761.3700, **Project Cost:** \$550,000



## SECTION II: FIRM QUALIFICATIONS

**Episcopal Diocese of West Texas, Mustang Island, Episcopal Conference Center, Corpus Christi, Texas** – Performed civil and structural design for a new conference center and the housing facility located at Mustang Island near the Gulf of Mexico beach. Facility structure was elevated, designed for hurricane storm surge and in conformance with Texas Department of Insurance high wind zone requirements. The project included a deck walkway over sand dunes to access the beach. **Client Point of Contact: David Richter, Phone: 361.882.1288, Project Cost: \$6,200,000**

**Bob Hall Pier Rehabilitation Project** – In 2004 Nueces County issued a request to provide engineering services to perform some very needed repairs to the Bob Hall Pier, these repairs had a budget of \$2.3 million. Maverick Engineering, Inc. was awarded the project with Mr. Jesus J. Jimenez, PE as Project Manager in charge of engineering, design, as well as construction inspections of the recommended repairs. This project repairs consisted of the installation of a scaffolding system underneath the pier to allow for complete access to the structure's underside. Pneumatic hammers were used to chip loose concrete. The concrete spalls were sandblasted and shotcrete was applied to repair progressive damage caused by salt water impregnation which lead to rebar corrosion and eventually to concrete damage. In order to further protect the structure and ensure a cost efficient maintenance free repair system for many years to come. A sacrificial zinc cathodic protection system was installed under the supervision of Mr. Jimenez. A total of 1251 deck panels which make up the deck of the structure were also replaced completing the renovation of the entire structure. **Client Point of Contact: Edward Herrera, Phone: 361.960.6316, Project Cost: \$2,270,000**



**FEMA Dome Safe Room** – Project consists of a circular shaped concrete structure approximately 140 ft. in diameter. Perimeter walls will be 10 to 12 ft. tall with a steel reinforced concrete dome roof. Parking for 75 vehicles as well as access to emergency vehicles will be provided. The interior of the structure will house a basketball court, a fitness room, office space for emergency coordination personnel, as well as restroom facilities. The building will be approximately 15000 square feet and located within the city limits of Robstown, Texas. **Client Point of Contact: Beatriz Charo, Phone: 361.387.4589, Project Cost: \$2,800,000**



**Robstown Mitigation Action Plan** – Project consists of analyzing the existing storm drainage system, and create a drainage system upgrading plan, inventory the existing drainage structures, perform a land use characterization investigation to identify environmental constraints, develop a storm water management plan for future development, perform stakeholders workshops, and Prepare a Drainage Criteria and Design Manual. Goals for the Storm Water Plan include the identification of special flood hazard areas and identifying the general criteria for areas up to 200 acres and areas exceeding 200 acres. All work is to follow TxDOT, FEMA, and Natural Resource Conservation Service methodologies. **Client Point of Contact: Beatriz Charo, Phone: 361.387.4589, Project Cost: \$690,000**



## SECTION II: FIRM QUALIFICATIONS

**NAS Corpus Christi – DHS Parking Apron Recapitalization Project** – ICE was contracted as the Project Engineer / Project Manager for the engineering and design of the removal and replacement of approximately nine (9) acres of existing asphalt and replace with twelve (12) inch unreinforced 650 flex concrete. Scope of work also included drainage improvements, implementation and routine inspection of the storm water pollution prevention plan, as well as construction and quality control inspections.



**Client Point of Contact:** Eddie Ortiz. **Phone:** 361.883.3232, **Project Cost:** \$3,500,000

**Texas Water Development Board Matiana Ortiz Boulevard Project** – Project consists of the following: Replace approximately 1,242 linear feet of 10-inch pipeline on Matiana Ortiz Boulevard from Avenue I to Ashburn Avenue with 12-inch PVC pipeline. Replace approximately 5,227 linear feet of 8-inch pipeline along adjacent streets that connect to the main Matiana Ortiz line with PVC pipeline of the same size; and, clean and inspect remaining sewer lines along Matiana Ortiz Boulevard using closed-circuit television to remove debris and identify defects in order to minimize the risks of future sanitary sewer overflows. In addition, the project will require adequate isolation valves, fittings and all necessary appurtenances, including pavement repairs and the replacement of thirteen manholes. The pipelines to be replaced consist of aging clay pipe, and the City has conducted field visits to confirm their poor condition. The proposed replacement project will provide adequate capacity for re-establishing the renewal of adequate service life of the City's pipelines. **Client Point of Contact:** Roy Gutierrez, **Phone:** 361.387.4589, **Project Cost:** \$890,000

**Nueces County – Amistad Park Rehabilitation (Bishop, TX)** -- ICE was contracted to perform engineering and design services for Bishop, TX Amistad Park improvements. Improvements consisted of the demolition of existing and design of new restroom facilities, new pavilion structure, as well as design of a new veteran's memorial courtyard. **Client Point of Contact:** Edward Herrera, **Phone:** 361.960.6316, **Project Cost:** \$200,000

**Nueces County – Avenue G & Daisy Lane Road Rehabilitation Project (Driscoll, TX)** – ICE provided engineering and rehabilitation design for Avenue G and Daisy Lane. The project consisted of the rehabilitation of approximately one and a half (1– 1/2) miles of roadway. Survey, Geotechnical investigation, and construction management were part of ICE duties on this project. **Client Point of Contact:** Edward Herrera, **Phone:** 361.960.6316, **Project Cost:** \$140,000

**Nueces County – Hilltop Park Drainage Improvements** – ICE Performed engineering and design for drainage improvements and erosion control practices throughout the park. Projects ranged from the design and construction of new drainage structures, design and construction of a new retaining wall to mitigate excessive erosion issues. **Client Point of Contact:** Edward Herrera, **Phone:** 361.960.6316, **Project Cost:** \$100,000

**Nueces County – Oil Belt Field Improvements Project** – ICE Performed engineering and design for the creation of a new little league ball park and a kickball field. Site drainage improvements were also designed and implemented. ICE was contracted to perform engineering and design as well as construction management. **Client Point of Contact:** Edward Herrera, **Phone:** 361.960.6316, **Project Cost:** \$182,000





## SECTION II: FIRM QUALIFICATIONS

**Nueces County, Nueces County Library (Robstown)** – Project included complete structural inspections and engineering services for a 16,000 sq. ft. steel structure. Responsibilities included providing field reports and structural analysis of miscellaneous structural components as well as review of submittals, project scheduling and construction meeting attendance. **Client Point of Contact:** Commissioner Oscar Ortiz, **Phone:** 361.888.0267, **Project Cost:** \$5,500,000

**West Star Subdivision** – Project consisted of a proposed plan for new water service to the newly constructed six (6) homes at the City of Robstown's Weststar Subdivision. The homes are located along East Main Street between Sara and Bosquez Streets. Three (3) dual service and one (1) single service connections were installed off of the existing main line. ICE assisted the District in coordinating of all work which was performed by the City of Robstown Streets Department. **Client Point of Contact:** Roy Gutierrez, **Phone:** 361.387.4589, **Project Cost:** \$250,000

**Downtown Museum Renovations** – Project consists of renovating the Robstown Museum building. The building was in real bad shape, a structural analysis had to be performed. A complete remodel was done. Improvements that were done include: additional roof reinforcement, new roof, additional wall partitions, new HVAC system, ADA ramp, new interior and exterior lighting, new flooring, new insulation, new sheet rock, and new paint. **Client Point of Contact:** Beatriz Charo, **Phone:** 361.387.4589, **Project Cost:** \$100,000



**City of Robstown New Police Parking Lot Street Upgrades** - Project consists of site improvements to the City of Robstown owned property located at the corner of South 5<sup>th</sup> Street & East Ave A. Improvements consist of asphalt pavement installation, steel and canvas canopy installation, and construction of a new security fence with stucco finish including three towers constructed out of timber framing. Fence and towers will be supported by a concrete continuous pier and beam foundation. Two automatic gates shall be installed including power and lighting for the shade structures. **Client Point of Contact:** Beatriz Charo, **Phone:** 361.387.4589, **Project Cost:** \$341,000



**New Kansas City Southern Transfer Station in Robstown TX** – This project consisted in the design and development of a new depot and communications building for KCS along with the surveying and construction assistance in the design of two new 10,000ft sidings. ICE performed engineering and design for the required drainage improvements and with coordination with local entities, surveying, rezoning, and platting of KCS property. **Client Point of Contact:** Bill Chavez, **Phone:** 318.936.5769, **Project Cost:** \$8,500,000

**County Road 75 Improvements** - Project consisted of paving an existing dirt road. ICE designed the roadway section to include sub-base, base, and asphalt pavement as well as designed the horizontal and vertical curves needed. The project also consisted of new signage, traffic control measures and utility relocations (power poles). ICE also provided inspection services for the project to ensure that construction was being performed in accordance with the design plans and specifications. **Client Point of Contact:** Bill Chavez, **Phone:** 318.936.5769, **Project Cost:** \$640,000



## SECTION II: FIRM QUALIFICATIONS

**Kansas City Southern San Diego** – This project was a design-build project where ICE duties were project management, engineering, design and development of an 11,000ft rail siding west of San Diego, Texas. ICE also performed the drainage analysis, surveying, construction surveying, and coordination with utilities and material suppliers. As built drawings were also prepared by ICE. **Client Point of Contact:** Bill Chavez, **Phone:** 318.936.5769, **Project Cost:** \$7,000,000

**KCS Laredo CBP Building** - ICE was responsible for the full design of the US Customs Border Patrol Facility located within the KCS Laredo Yard in Laredo, TX. This project included rail design, building structural design and analysis, site grading, drainage ditch and culvert design, hydraulic analysis, utilities improvements, surveying and platting. The project presented numerous design problems including track grade restrictions, horizontal curve limitations, and space confinement. These difficulties were overcome by ICE and its competent staff of engineers and designers. **Client Point of Contact:** Bill Chavez, **Phone:** 318.936.5769, **Project Cost:** \$4,500,000



**Upper Oso Drainage Project** – The project consisted of the hydrology and hydraulic analysis of the Upper Oso watershed in Nueces County. After analyzing the watershed ICE designed a detention pond and wetland system to alleviate flooding in the area. The project also consisted of the following: walking/jogging trail, educational kiosk regarding wetlands and water treatment, benches, observation landings, and solar lighting. ICE is also scheduled to do construction management and inspection once the project begins construction. **Client Point of Contact:** Edward Herrera, **Phone:** 361.9 60.6316, **Project Cost:** \$1,200,000



### SECTION III: PERSONNEL AND STAFFING

ICE has the resources and capability to provide its clients with a heavily experienced group of engineers and consultants, some with over 40 years of experience in the fields of Civil, Structural and Environmental Engineering, Hydraulics, Surveying, and Construction Supervision as well as experience on the field of Project Management.

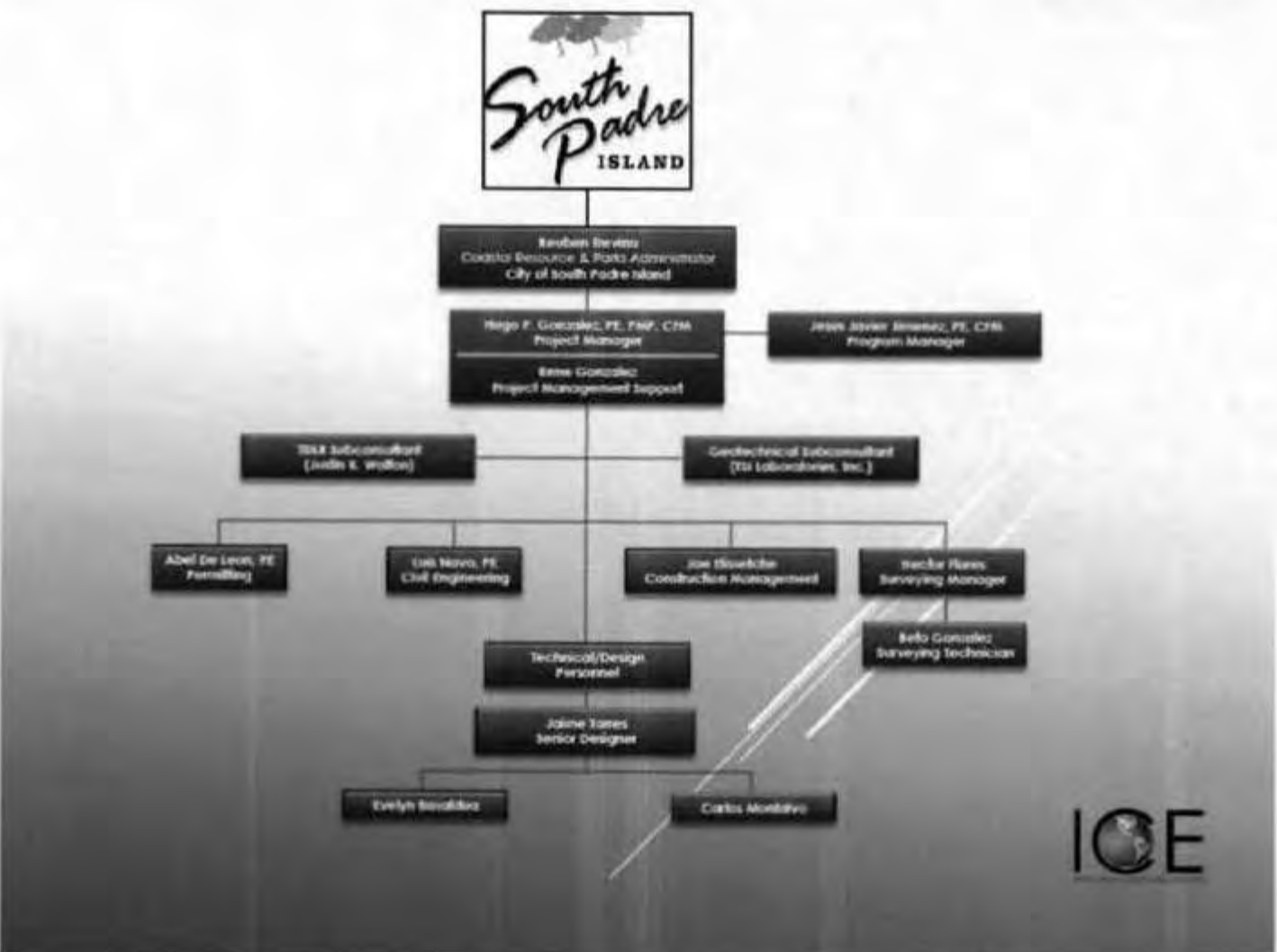
ICE has without a doubt the ability of utilizing the firms' personnel to complete projects in a timely manner, taking into account our current and planned workload. The key personnel of the company assigned to this project include the principal in charge and professional associates of the firm, with technical support of surveyors, Senior Designers and CADD technicians.

The ability of a professional services firm to comprehend the demographic and geographic distinction of the community and its surrounding area will be crucial to its success, ICE has such ability. Since we are a local firm, we will be able to deploy our personnel promptly should its clients require immediate project assessment or any other assistance.

Please find an organizational chart of the our team on the following page:







ICE

## SECTION III: PERSONNEL AND STAFFING

### ***ICE Workforce Commitment***

ICE understands the nature and importance of a project to a client, whether the project is part of preventative maintenance, improvements, future planning or growth, and at times unpredictable events. Whether a project is in its planning feasibility, design or construction process, it is critical that clients have a company representative that can meet with them within minutes to discuss any last minute design changes, ideas or simply provide them with a progress report. For this reason, ICE will be committed to responding promptly to the call from the City by providing available ICE Engineering and Technical staff.

ICE would be willing to commit 100% of their workforce to the City if the need arises, with the understanding that engineering/technical personnel are subject to change as additional staff may be available at the time services are required. Being a small business with a strategic network of professionals, ICE has the availability to ramp up its workforce at a moment's notice. This allows the company to effectively respond to the City's needs in a short time period.

### ***Biographic Summaries of Staff's Education and Experience***

**Mr. Jesus J. Jimenez, PE, CFM** is a Civil/Structural Engineer with over fifteen (15) years of experience providing complete engineering services for the design, analysis, inspection, and evaluation of structural systems. Mr. Jimenez graduated from Texas A&M Kingsville with both a Bachelor's and Master of Science in Civil Engineering in 2000 / 2004 respectively. He proceeded and obtained his professional engineering licenses in the States of Texas and New Mexico. He offers comprehensive, technical expertise with respect to design / coordination of numerous commercial, industrial, and marine structure projects consisting of shopping centers, office buildings, schools, hospitals, warehouses, ship docking facilities, drainage structures, structural analysis and design of highway bridges, general civil / structural design, and safety inspection as well as rehabilitation of bridges.

During his 15 years of professional experience, Mr. Jimenez has worked on numerous projects, including but not limited to: Route and Design Studies, Environmental Studies, Public Involvement, Right of Way Maps and Data, Utility Adjustments, Surveying, Pre-Design, Roadway Design, Drainage Design, Solid Waste, Signing, Marking and Signalization, Traffic Control Plans, Bridge Design, Plans, Drawings and Specifications, Bid Preparation, Building Design, Construction Contract Management, Need Assessment, ADA Compliance, Code Analysis, Cost Estimating, Soil / Rock and Foundation Studies, Excavations and Trenches, Dams and Cut or Filled Slopes, Pavements, Water and Waste Retention / Disposal, Project Development Management, Master Planning, Site Planning & Analysis, Roof Design, Security Design, Asbestos Abatement Monitoring, Energy Conservation and Parking Design. In his professional capacity, Mr. Jimenez has performed numerous of Texas Department of Transportation BRINSAP bridge inspection projects. Project management duties have included continual development of procedures and reporting standards to remain highly qualified to perform this work. Some representative projects where his experience was gained: Robstown Trade Processing Center Feasibility Study (\$6M), Hidalgo County Levees & Levee Wall (\$200M), Raymondville Drain (\$200M), Joe Fulton Corridor (\$19M), Cimarron Street Reconstruction (\$15.5M), Rio Grande Sugar Growers Storage Facility (\$2M), Naval Air Station DH Parking Apron (\$3.5M), Corpus Christi Convention Center Expansion (\$26M), Del Rio Middle School (\$18M), Del Mar Health Science Center (\$31.3M), Del Mar Public Safety Complex (\$11M), Harte Research Institute (\$13.5M), Beeville High School (\$6M), Beeville Elementary School (\$3.8M), Yoakum Pershing Square ADA Improvements (\$1.2M), Nueces County Keach Family Library (\$5.5M), Del Mar College Early Childhood Learning Center (\$5.8M) Port of Corpus Christi Cruise Ship Terminal (\$6.2M), Gulf Compress Cotton Storage Warehouse (\$13M), Refrigerated Storage Facility (\$10M), CITGO Dock B at Lake Charles (\$6M),



18-18

### SECTION III: PERSONNEL AND STAFFING

Robstown Master Plan (\$0.6M), Robstown City Hall (\$5M), Robstown FEMA Safe Room Project (\$2.5M), NAS Mine Warfare Training Center, City of La Villa Master Transportation Plan, Cantwell Bridge Rehabilitation, Staples Bridge Expansion at Interstate Highway 37 and Whataburger Field (\$27M).

Mr. Jimenez is proficient in many computer programs including but not limited to: STAADPro V8i, Lpile5, RAM, RISA Baseplate, IES Quickwall, and Microsoft Project. Mr. Jimenez currently manages the Coastal Bend branch ICE office which is located in Corpus Christi, Texas. Mr. Jimenez is a member of the following societies: American Society of Civil Engineers, National Society of Professional Engineers, Texas Society of Professional Engineers, Structural Engineering Institute and Texas Floodplain Managers Association. He is also a past President of the ASCE Corpus Christi Chapter and has served in the Uniform Development Code Infrastructure Requirements Committee, Texas A&M Kingsville Civil & Architectural Engineering Advisory Board Committee and Corpus Christi Building Standard Board Committee.

**Mr. Hugo P. Gonzalez Jr., PE, CFM, PMP** was born in Mission, Texas. After graduating from high school with Honors and ranking 3rd of his class of 277 students, he attended Texas A&M University Kingsville. From the years 1996 to 2000, Mr. Gonzalez obtained his Bachelor's of Science in Civil Engineering. While his years in college he was the recipient of several scholarships and worked part-time jobs in order to finish paying for his education. The part time jobs included being a tutor for Calculus, Lab Instructor for Surveying among other things. The summer before graduating Mr. Gonzalez was hired by Govind and Associates, one of the top engineering firms in the Corpus Christi area. He kept working part time until December of 2000. During his last semester in school, Mr. Gonzalez tested on his Fundamentals of Engineering Exam (FE). After graduation, Govind and Associates offered Mr. Gonzalez a full time position. He worked for Govind full time, while pursuing his Graduate Degree at nights from 2001 to 2004. In May 2004, he graduated with his Masters of Science in Civil Engineering with emphasis in Hydrology and Hydraulics. He proceeded to obtaining his professional engineering license in the State of Texas in 2005 followed by the State of New Jersey License. In his tenure with Govind from 2000 to 2006, Mr. Gonzalez was promoted several times and quickly became a Project Engineer. He was also offered the position of Civil Department Head.

In February 2006, Mr. Gonzalez accepted the challenge of starting an engineering firm for Dos Logistics Inc. Being hired as the Resident Engineer, he was charged with the task of recruiting and hiring all personnel required to efficiently run an engineering firm. He quickly assembled a team of engineers, designers and CAD technicians. Before long he had over 15 professionals working directly under him and over 30 additional employees located at various federal facilities located throughout the continental United States. In 2008, Mr. Gonzalez became a Certified Floodplain Manager, followed by his Project Management Professional Certification in 2010. This credential, which is certified by the Project Management Institute, is the most important industry-recognized certification for project managers. During his 7.5 years with Dos Logistics Inc., Mr. Gonzalez had the opportunity to be the Project Manager for several high-profile, Award Winning, history-making projects such as the Hidalgo County Levee Wall Project, Raymondville Drain and East Lateral Drainage Project. Aside from managing engineering, Mr. Gonzalez was responsible for preparing overseeing the construction division and preparing cost estimates and bids for the new projects. He successfully procured winning low bids for numerous city, county and federal projects to \$5 Million.

During his 15 years of professional experience with previous employers, Mr. Gonzalez has worked on hundreds of projects, including but not limiting to: Route and Design Studies, Social, Economic,



18-19



### SECTION III: PERSONNEL AND STAFFING

Environmental Studies, Public Involvement, Right of Way Maps and Data, Utility Adjustments, Surveying, Pre-Design, Roadway Design, Drainage Design, Solid Waste, Signing, Marking and Signalization, Traffic Control Plans, Plans, Drawings and Specifications, Bid Preparation, Building Design, Construction Contract Management, Need Assessment, ADA Compliance, Cost Estimating, Excavations and Trenches, Pavements, Water and Waste Retention/Disposal, Project Development Management, Master Planning, Site Planning & Analysis, and Parking Design. These are some representative projects where his experience was gained: Master Cannel 27 (\$13M), Mary Carroll Channel (\$1M), La Villa Wastewater Treatment Plant (\$0.5M), Robstown Trade Processing Center Feasibility Study (\$6M), Hidalgo County Levees & Levee Wall (\$200M), Raymondville Drain (\$200M), Joe Fulton Corridor (\$19M), East Lateral Project (\$10M), Cimarron Street Reconstruction (\$15.5M), Up River Road Expansion (\$10M), Corpus Christi 40 MGD Lift Station (\$12M), Delta Area Outfall (\$1.2M), and Maeghan Pointe Subdivision (\$5M).

Most recently, in August 2013 Mr. Gonzalez joined the International Consulting Engineers firm. He currently manages the Rio Grande Valley branch office which is located in Edinburg, Texas. Mr. Gonzalez is a member of the following societies: American Society of Civil Engineers, Project Management Institute and Texas Floodplain Managers Association.

**Mr. Rene R. Gonzalez, MSPM** will provide Project Management Support. Mr. Gonzalez has a Master's Degree in Project Management from St. Edward's University in Austin, Texas. Mr. Gonzalez has over ten (10) years of experience in project development, governmental consulting and project management for infrastructure projects in South and Central Texas. Mr. Gonzalez's experience coordinating state and federally funded projects and knowledge of procurement regulations provides additional support to the management team. Mr. Gonzalez also co-owned a MBE/DBE/HUB certified landscape, irrigation, and rainwater harvesting business, Green Brothers Sustainable Solutions, LLC, from 2009 through 2013, where he served as Project Manager and was trained in rainwater harvesting system design and installation. Most recently, Mr. Gonzalez served as a Project Lead and Disadvantaged Business Enterprise Coordinator for the Texas Water Development Board where he provided project coordination services and managed the review of all federally funded projects for compliance with federal and state procurement regulations.

Mr. Gonzalez's diverse background in governmental consulting, project management, and infrastructure development will be extremely beneficial. Mr. Gonzalez's knowledge of state and federal programs and experience with water and wastewater infrastructure development are vital elements to the team.

**Mr. Abel De Leon, PE** is a Professional Engineer licensed in the state of Texas. Mr. De Leon earned his Bachelor of Science degree in civil engineering in 1979 and Mr. De Leon worked for the US Army Corps of Engineers (USACE) for twelve (12) years as a Civil Engineer and Assistant Area Engineer for the Galveston District. Additionally, Mr. Del Leon served as a Civil Engineer for the US Navy for sixteen (16) years as a Project Engineer and Resident Officer in Charge of Construction for the Naval Air Station in Corpus Christi, Texas. Mr. De Leon's vast governmental and professional experience includes the management of channel depths under the jurisdiction of the Southern Area Office, supervision of over twenty employees, coordination with consultants and governmental officials, review and interpretation of plans and specifications, resolution of controversial matters with contractors, preparation of annual budgets, coordination of construction activities to ensure progress and safety compliance.

**Mr. Luis J. Nava, PE** is Professional Engineer licensed in the State of Texas and Republic of Mexico. Mr. Nava earned his Bachelors of Science degree in civil engineering in 1986 from University of Tamaulipas-Mexico and two Masters of Science degrees, one in environmental engineering from Texas A & M

### SECTION III: PERSONNEL AND STAFFING

University-Kingsville in 1999 and another in port operations and management from University of Tamaulipas-Mexico. Mr. Nava has over thirty (30) years of professional experience in engineering of hydraulic design and analysis of drainage systems, environmental and industrial safety, design, construction and inspection of sanitary sewer systems, design and construction of on-site sanitary sewer facilities (OSSF), water lines, lift stations, and wastewater treatment plants. Mr. Nava also has experience performing design land development studies, design and construction of county roads, city streets, and design of storm water drainage infrastructure for TxDOT.

**Mr. Hector Flores** is has over twenty one (21) years of experience in architecture, urban development, structural calculations, and CAD design. Mr. Flores has experience with Right of Way Acquisition (including Parcel Surveys, ROW, and Base Map, Controls, Etc.), Site Surveys, site plans, and design of road and drainage ditches, water line, sanitary sewer lines, traffic control maps, and construction estimation.

**Mr. Jaime Torres** is a Senior Civil Designer with an Associates of Applied Science degree. He graduated from Texas State Technical Institute in 1982 with an Associates in Drafting and Design Technology. Mr. Torres has over thirty two (32) years of professional experience in civil design/drafting and has worked for several firms in the Corpus Christi area including: Coym and Rehmet Engineering from 1982 to 1986, Russell-Veteto Engineering from 1986 to 1993, Govind and Associates from 1993 to 2007, Dos Logistics Inc. from 2007 to 2012 and finally International Consulting Engineers from January 2012 to present.

During his 32 years of professional experience Mr. Torres has worked on hundreds of projects, including but not limiting to: Route and Design Studies, Social, Economic, Environmental Studies, Public Involvement, Right of Way Maps and Data, Utility Adjustments, Surveying, Pre-Design, Roadway Design, Drainage Design, Solid Waste, Signing, Marking and Signalization, Traffic Control Plans, Plans, Drawings and Specifications, Bid Preparation, Building Design, Construction Contract Management, Need Assessment, ADA Compliance, Cost Estimating, Excavations and Trenches, Pavements, Water and Waste Retention/Disposal, Project Development Management, Master Planning, Site Planning & Analysis, Parking Design, Wastewater Wetlands Facility, Distribution and Collection and Subdivision design. These are some representative projects where his experience was gained: Master Cannel 27 (\$13M), Mary Carroll Channel (\$1M), Robstown Trade Processing Center Feasibility Study (\$6M), Joe Fulton Corridor (\$19M), East Lateral Project (\$10M), Cimarron Street Reconstruction (\$15.5M), Up River Road Expansion (\$10M), Resaca 40 MGD Lift Station (\$12M), Gulf Compress – Cotton Storage Warehouse Design (\$13M), Yoakum Pershing Square (\$1.2M), Corpus Christi Greyhound Race Track Facility (\$18M), Six Point Transfer Station, Corpus Christi, TX, CITGO Administration Building, Corpus Christi, TX, Whataburger Field (\$27M), Mary Rhodes Pipeline for the City of Corpus Christi, Horne Road, Ayers St. To Kostoryz Rd. Improvements for the City of Corpus Christi, Antelope Street & Salt Flats Area 36"/48" Wastewater Gravity Interceptor, Northside / Port Area Infrastructure Improvements (\$5.4M), CITGO Lake Charles, Louisiana, Port of Corpus Christi Cruise Ship Terminal, Corpus Christi, Texas: CITGO, Docks 1, 2, 3, 6, 7, & 8 Corpus Christi, Texas: Controlled Environments Construction, Inc., Refrigerated Storage Facility at Cargo Dock 10, Corpus Christi, TX, A.C. Jones High School Expansion, Beeville TX, Cameron County – Post Hurricane Disaster Recovery Operations Damage Assessment Team Member, City of Corpus Christi – Greenwood Plant Digester Covers, Corpus Christi Convention Center / Arena Expansion, Corpus Christi – New Oak Park Elementary Structural Design, Del Mar College – Health Science Center, Del Mar College – Public Safety Complex, Flint Hills – Fort Worth Terminal, Flint Hills – Cumene PP Feed Conditioning Air Cooler Structure Area, Flint Hills – New Coalescer Supports, Flint Hills – Ingleside Terminal Pier & Dock Renovation, HEB – Tortilla Factory Addition, NAS Corpus Christi – Mine Warfare Training Center, Port of

### SECTION III: PERSONNEL AND STAFFING

Corpus Christi – Salomon Ortiz Center Water Taxi Landing, Southwest Marine Ship Repair – Heavy Weather Plan Analysis, Sun Spree Resort – Windstorm Inspections, TxDOT Corpus Christi – I.T.S. Facility Structural Design, Tyler Elementary Structural Design, Beeville TX, Robstown Dakota Lift Station (\$0.5M), West Star Subdivision, Kansas City Southern (KCS) Robstown Railroad Depot, KCS San Diego Railroad Spear Addition, KCS Laredo Switch Yard Improvements (\$1.5M), KCS Laredo Customs and Border Patrol Building, KCS Corpus Christi Yard Improvements, Seymour Hospital Expansion, FEMA Safe Room (\$2.8M), County Road 75, Helena Site Improvements, Robstown Hazard Mitigation Plan (\$0.6M), Robstown New City Hall Facility (\$4M), EDA Waterline and Stormwater Improvements (\$5M), Texas Water Development Board Wastewater Improvements (\$3.0M), and Nueces County Upper Oso Drainage Improvements (\$1.2M).

Mr. Torres has successfully coordinated projects with the following agencies: Tx Department of Transportation, Texas Water Development Board, US Corps of Engineers, Economic Development Board and numerous counties, cities and water districts.

**Mr. Evelyn Basaldua** is a graduate of the South Texas College in 2000 and holds a Computer Aided Drafting Certificate. Mr. Basaldua has extensive knowledge in Auto CAD Civil 3D and MicroStation. He has successfully completed several civil 3D software courses. During his work experience Mr. Basaldua has performed work in projects such as Hidalgo County Levees Phase I– III: (Project length=17.3 Miles), USIBWC/DHS, Segment 0– 4 (Project length=5.17 Miles), USIBWC/DHS Segment 0– 7 (Project length=0.92 Mile), USIBWC/DHS Segment 0– 8 (Project length=3.32 Miles), Hidalgo County Drainage District No. 1: East Lateral, Hidalgo County Drainage District No. 1: Levee Improvements, City of Robstown FEMA Safe Room Dome Project, City of Robstown Street Improvements Project, City of Robstown New Police Parking lot project, KCS Corpus Christi Yard Improvements, KCS New San Diego Siding, KCS Laredo R&D Track Improvement Project, KCS – US Customs new rail inspection facility. Mr. Basaldua has successfully completed projects with the following agencies: Texas Department of Transportation, Texas Water Development Board, US Corps of Engineers, Hidalgo County, Cameron County, Nueces County, various cities, water, and drainage districts.

**Mr. Joe Elissetche** has a vast amount of construction experience, in the private and municipal sector as superintendent and project manager. He has over sixteen (16) years of experience in his field. His experience includes installation of waterlines, sanitary, storm & sewer, construction management and inspection for various infrastructure and transportation construction projects. His experience includes coordination and operation of all construction development projects assigned or awarded to him. Several of Mr. Elissetche's recent projects include the KCS Spears Siding Improvements Project (Robstown), Upper Oso Drainage Improvements (Nueces County), KCS/CBP Inspection Building (Laredo), FEMA Safe Dome Shelter (Robstown), New Police Parking Lot (Robstown), Downtown Museum Renovations (Robstown), and the New City Hall (Robstown) projects.



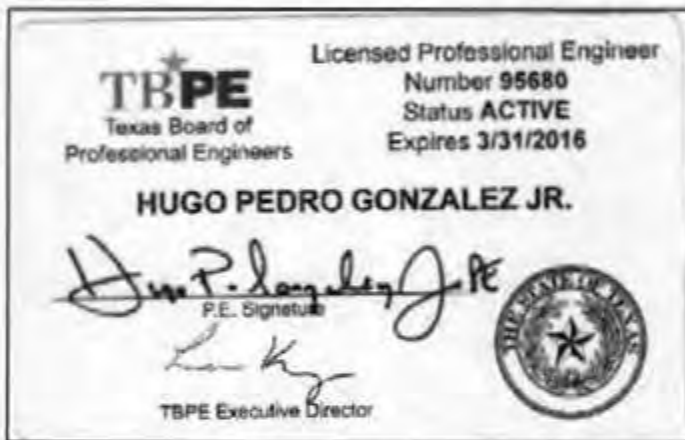
## SECTION IV: CERTIFICATIONS & INSURANCES

Professional Engineering Licenses  
Project Management Professional (PMP Certification)  
Construction Management Certificate  
Historically Underutilized Business Certification  
Professional Liability Insurance

SECTION IV: CERTIFICATIONS & INSURANCES

## PROFESSIONAL ENGINEERING LICENSES

Hugo P. Gonzalez, Jr., P.E., CFM, PMP  
Project Manager  
5101 S. McColl Rd., Ste. I  
Edinburg, Texas 78539  
Phone: (361) 290-4810  
Email: [hugo@icengineers.net](mailto:hugo@icengineers.net)



Jesus J. Jimenez, P.E. CFM, MSCE  
Program Manager  
555 N. Carancahua St., Ste. 860  
Corpus Christi, Texas 78401  
Phone: (361) 385-0385  
Fax: (361) 826-5806  
Email: [jj@icengineers.net](mailto:jj@icengineers.net)



## PROJECT MANAGEMENT PROFESSIONAL CERTIFICATE



# CONSTRUCTION MANAGEMENT CERTIFICATE



## CERTIFICATE

Hugo P. Gonzalez, Jr.  
SWG041500072

has completed the Corps of Engineers and Naval Facility Engineering Command Training Course

### CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #784

Galveston, TX	June 20, 2015	SWG - Galveston District	Alton H. Meyer III
Location	Training Date(s)	Instructional District/ NAVFAC	COM-C Manager
Franchelle E. Craft	<a href="mailto:Franchelle.E.Craft@usace.army.mil">Franchelle.E.Craft@usace.army.mil</a>	409-766-3187	<i>Franchelle E. Craft</i>
Facilitator/Instructor	Email	Telephone	Facilitator/Instructor Signature

THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE

*John E. Smith*  
USACE Learning Center

# HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

## Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1272511820700
File/Vendor Number:	083076
Approval Date:	13-MAR-2014
Scheduled Expiration Date:	13-MAR-2018

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

### JIMENEZ ENGINEERING SOLUTIONS, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 14-MAR-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

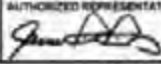
*Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 09/12

# SECTION IV: CERTIFICATIONS & INSURANCES

## PROFESSIONAL LIABILITY INSURANCE

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/SS/YYYY) 4/8/2015		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
<b>PRODUCER</b> Swannier & Gordon Insurance Agency A Higginbotham Company P.O. Box 870 Corpus Christi TX 78403			<b>CONTACT</b> NAME: Karen Silkwood Phone: (A/C No. Ext) 361-883-1711 FAX: (A/C No.) 361-844-0101 E-MAIL: asilkwood@higginbotham.net ADDRESS:			
<b>INSURED</b> JIMENS3 Jimenez Engineering Solutions LLC DBA International Consulting Engineers PO Box 624 Corpus Christi TX 78403			<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Sentinel Insurance Company, LTD 11000 INSURER B: Certain Underwriters @ Lloyds 15792 INSURER C: INSURER D: INSURER E: INSURER F:			
<b>COVERAGES</b>			<b>CERTIFICATE NUMBER:</b> 1104560630 <b>REVISION NUMBER:</b>			
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
FORM	TYPE OF INSURANCE	ADDRESSES (SEE PAGE 1)	POLICY NUMBER	POLICY EFF. DATE (MM/SS/YYYY)	POLICY EXP. DATE (MM/SS/YYYY)	LIMITS
A	GENERAL LIABILITY		855BAC0612	3/27/2015	3/27/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR (ONLY AGGREGATE LIMIT APPLIES PER POLICY) <input type="checkbox"/> PRO <input checked="" type="checkbox"/> RET <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY		65UECPB1212	3/27/2015	3/27/2016	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					
A	UMBRELLA & EXCESS LIABILITY		65UECPB1212	3/27/2015	3/27/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEF <input type="checkbox"/> RETENTION					
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY		65UECPB1212	3/27/2015	3/27/2016	<input checked="" type="checkbox"/> 22 STATUTORY LIMITS WITH T/IN E.A. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER IS EXCLUDED (Waiver is in) If yes, describe your description of operations below	T/IN <input checked="" type="checkbox"/> N/A				
B	Professional Liability EAO		80621PJM00214	12/6/2014	12/4/2015	Each Occurrence 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2010/06)

The ACORD name and logo are registered marks of ACORD

© 1988-2010 ACORD CORPORATION. All rights reserved.



RFQ NO. 2015-10-01  
 Professional Engineering Services – Beach Access Improvements at Moonlight Circle  
 Section IV – Certifications & Insurances

18-28



## SECTION V: ADDITIONAL INFORMATION

International Consulting Engineers (ICE) is an experienced engineering and consulting firm dedicated to perform exceptional services to meet and exceed all of its client's expectations, maintaining the outmost regard for the current financial hardships and protecting the City's investment.

ICE understands the importance of the scope of the work required to provide high quality professional engineering services for its clients. ICE's team/key personnel has been selected for their experience and capabilities on municipal projects and are ready to provide the services necessary to successfully fulfill any engineering, surveying, design, and management needs for the City.

ICE offers an array of services that consist of all aspects of Roadway, Bridge, General Design, Civil, Solid Waste, Structural, and Marine Engineering and Surveying, Program/Project Management and Construction Management for Federal, State and City-funded Projects. Our firm can also assist its clients with the following items:

### A.

- Beach Access Ingress/Egress and Walkover Structure Design
- Geotechnical Analysis (By Sub-consultant)
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data (By Sub-consultant)
- ADA Compliance (By Sub-consultant)
- Utility Adjustments
- Surveying
- Erosion Control
- Maritime Design and Construction
- Stormwater Pollution Prevention Planning
- Pre-Design

### B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

### C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

### D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations



18-29

## SECTION V: ADDITIONAL INFORMATION

- Needs Assessment
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies (By Sub-consultant)
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

### **Other Engineering Services that may be provided:**

Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

ICE clearly understands the growing pains of public and private entities and the tremendous needs that come with growth. ICE prides itself in offering all of its resources to assisting public and private agencies improve and develop infrastructure systems. ICE's vision is based on building positive all inclusive participation with its clients so that there is no room for lack of understanding regarding a particular project.

### **Contact Person Regarding Statement of Qualification**

**Name of Firm:** International Consulting Engineers, LLC

<b>Principal / Project Manager:</b>	<b>Hugo P. Gonzalez Jr., PE, PMP, CFM</b>
<b>Address:</b>	1722 N. Closner, Suite B Edinburg, Texas 78541
<b>Telephone:</b>	(956) 329-5404
<b>Fax:</b>	(361) 826-5806
<b>Cell:</b>	(361) 290-4810
<b>Email:</b>	<a href="mailto:hugo@icengineers.net">hugo@icengineers.net</a>



## SECTION V: ADDITIONAL INFORMATION

### **List of In-State References**

Name: Mayor Joe E. Vega  
Address: 305 E. Maxan Street  
Port Isabel, Texas 78578  
Phone: 956.943.2684

Name: Tony Barco, Hidalgo County - Urban County Deputy Director  
Address: 427 E. Duranta Ave.  
Suite 107  
Alamo, TX 78516  
Phone: 956.787.8127

Name: Oscar Ortiz, Nueces County Commissioner  
Address: 901 Leopard St. Room 303.09  
Corpus Christi, TX 78380  
Phone: 361.888.0267

Name: Beatriz Charo, Grants Administrator  
Address: 101 E. Main  
Robstown, TX 78380  
Phone: 361.387.4589

Name: Ponciano Longoria, PE, City Engineer – City of Edinburg  
Address: 415 W. University Dr.  
Edinburg, TX 78539  
Phone: 956.388.8211

### **Ability to Commence Services**

As a firm, ICE will provide the City with high quality professional services by having a company engineering representative always available to provide immediate assistance as needed. We are able to commence any project awarded to us immediately. We also have the flexibility to hire additional personnel in order to meet any compressed schedule.

### **Affirmative Action Program**

ICE is an Equal Opportunity Employer and complies with all local, state and federal laws regarding Affirmative Action.





14.32

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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** Reuben Trevino, Coastal Resources Administrator

**DEPARTMENT:** Coastal Resources

**ITEM**

Discussion and action on the Beachfront Construction Certificate and Dune Protection Permit for Embassy Condominiums (2600 Gulf Blvd) to conduct a dune ridge construction project.

**ITEM BACKGROUND**

The Shoreline Task Force met on November 23, 2015 and unanimously supported the application for approval with the conditions based on the GLO comments.

**BUDGET/FINANCIAL SUMMARY**

N/A

**COMPREHENSIVE PLAN GOAL**

N/A

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Staff agrees with the GLO comments and SLTF's recommended conditions.



TEXAS GENERAL LAND OFFICE  
GEORGE P. BUSH, COMMISSIONER

November 9, 2015

Via Electronic Mail

Mr. Reuben Trevino  
Coastal Resources Manager  
City of South Padre Island  
P.O. Box 3410  
South Padre Island, Texas 78597-3410

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

**Site Address:** 2600 Gulf Boulevard, South Padre Island  
**Legal Description:** Lots 2, 3, 4 & 25ft of 5, Block 41, Padre Beach Section IV  
**Lot Applicant:** Furcron Property Management Company, c/o Mickey Furcron  
**GLO ID No.:** BDSPI-15-0347

Dear Mr. Trevino:

The General Land Office has reviewed the application for a dune protection permit and beachfront construction certificate for the above-referenced location. The applicant proposes a project to redistribute 219 cubic yards of sand obtained from a dune with an elevation of at least 15 feet and contiguous with the adjacent property. Material will be relocated to the depicted areas on the property that are below 10 feet in elevation as allowed by the City's Dune Protection and Beach Access Plan and Erosion Response Plan. Additionally, the applicant will plant native dune vegetation within the project area and water the mitigation site as needed. According to the Bureau of Economic Geology, the proposed construction site is located in an area that is accreting.

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

- The height of the altered dunes to be redistributed can be no lower than ten feet (10') above sea level.<sup>1</sup>
- The City must ensure the proposed activity will minimize impacts on natural hydrology and will not cause erosion of adjacent properties (including the dune complex bordering the property to the south), critical dune areas, or the public beach.<sup>2</sup> Dunes on the adjacent property must not be impacted.
- The applicant must re-vegetate the impacted areas on a 1:1 ratio as compared to pre-construction vegetative cover, and the areas should be protected with sand fencing and signage. The City must

<sup>1</sup> SPI Beach Access Plan, Sec 22-9(B)(7).

<sup>2</sup> 31 Tex. Admin. Code § 15.6(g).



require the applicant to use indigenous vegetation that will achieve the same protective capability as the surrounding natural dunes.<sup>3</sup>

- The applicant must first avoid and then mitigate for any adverse effects to dunes or dune vegetation during removal and placement of the dune.<sup>4</sup>
- The applicant must restore the dunes to approximate the naturally formed dune position or location, contour, volume, elevation, vegetative cover, and sediment content in the area.<sup>5</sup>
- The restored dunes must not restrict or interfere with public access to the beach.<sup>6</sup> Beach access mats are recommended to ensure beach access while protecting the restoration area.
- Construction activities must not impact the public's ability to access or use the beach.

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

Sincerely,



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

<sup>3</sup> 31 Tex. Admin. Code § 15.7(e)(4).

<sup>4</sup> 31 Tex. Admin. Code § 15.4(f)(3).

<sup>5</sup> 31 Tex. Admin. Code § 15.4(f)(3)(A)(i).

<sup>6</sup> 31 Tex. Admin. Code § 15.7(e)(2).

# MEMORANDUM

TO: Beach & Dune Task Force  
Natalie Bell, General Land Office

FROM: Reuben Trevino, Coastal Resources

DATE: October 21, 2015

RE: Preliminary determination on the impact of the proposed permit application by Mickey Furcron. This is a Dune Ridge Enhancement project using 219 cubic yards of sand obtained from the East of the property and spread out in the immediate area for storm protection.

The preliminary determination of this Dune Ridge Enhancement project is that all activities will be taking place east of the HBL but will not affect any public beach access areas.

All proposed construction is seaward of the Historic Building Line, therefore:

1. The activity can conceivably reduce the size of the public beach. [TAC 15.5 (b)(1)]
2. The proposed activity does not appear to involve construction upon the public beach. [TAC 15.5 (c)(1)]
3. All proposed activity will take place seaward of the Historic Building Line; therefore the potential does exist for the proposed structure and landscaping will encroach upon the public beach; [TAC 15.5 (c)(2)]
4. The proposed construction activity will not close any existing public beach accesses within the area, nor will the construction close or prevent the use of any existing public beach parking spaces.

Concerning the Dune Protection element, our preliminary determination is that the application conforms to the requirements of the Town's *Dune Protection and Beach Renourishment and Access Plan*, in that: [B&D Ord. Section 22-10]

1. The activity should not result in the potential for increased flood damage to the subject property or adjacent properties. In fact this project will enhance the dune ridge at the mitigation site by raising the elevation across the entire property. This will provide better protection from damage to due to high tide and storm surge events.
2. The activity will not result in run-off or drainage patterns that aggravate erosion on and off the site.
3. There is change expected in the existing dune hydrology to the east of the Historic Building Line. The dune ridge on site will re-contoured to provide consistent minimum dune elevation of at least +10 feet.

## MEMORANDUM

4. The proposed activity will disturb some portions of the flora or fauna on site however that damage can be mitigated with watering and/or planting of additional vegetation in front of the project. A mitigation plan has been submitted with the application.
5. The activity will not significantly increase the potential for washover or blowouts.

---

Reuben Trevino



October 6, 2015

City of South Padre Island

4601 Padre Blvd

South Padre Island, TX 78597

Attn: Ruben Trevino- Coastal Resource & Park Administrator

Subject: Dune Application Embassy Condominiums  
2600 Gulf Blvd South Padre Island, TX

Dear Ruben,

The Beach & Dune Application for the subject property is enclosed along with our check for \$300. I have also enclosed 3 additional copies of the application. I have also sent you an email with a copy of the application attached so you have an electronic copy.

The survey has been highlighted to reflect the area being reduced and the area being filled in.

I believe the application is complete but if I have missed anything, please let me know as we wish to move this process forward so we can get the work done before the Winter Texas come in in January.

Thank you for your attention to this request.

Sincerely,

Furcron Property Management Co Inc.

Mickey Furcron, DRS, GRI, e-PRO

Principal Broker/Owner & Embassy Property Manager

**SALES \* RENTAL \* PROPERTY MANAGEMENT**

4800 Padre Blvd, South Padre Island, TX 78597

FurcronRealtors.com • Furcron.com • 956-761-6961 • 956-761-6966 Fax • 1-800-892-6278

19-6



## Beach & Dune Application

City of South Padre Island  
4801 Padre Blvd.  
South Padre Island, TX 78597  
Phone: (956) 761-3044  
Fax: (956) 761-3898

### Site for Proposed Work

Legal Description: LOTS 2,3,4 & 25 of 5 Bk 4 Physical Address: 2600 Gulf Blvd  
Padre Beach Section IV

### Property Owner Information

Name: EMBASSY Condominium  
Mailing Address: 4801 Padre Blvd  
City: South Padre Island State: TX  
Zip: 78597 Country: Canada  
Phone Number: 1-800-761-6961  
Fax Number: 956-761-6966  
E-Mail Address: mickay@furororealtors.com

### Applicant / Agent for Owner

Name: Furororealty mgt. co Mickey Furora  
Mailing Address: 4801 Padre Blvd  
City: South Padre Island State: TX  
Zip: 78597 Country: Canada  
Phone Number: 956-761-6961  
Fax Number: 956-761-6966  
E-Mail Address: mickay@furororealtors.com

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) af

Owner(s) Signature(s): Albert Lopez Alarido

Applicant Signature: Mickey J

Date: Embassy Per HOA Meeting 8/1/2015

Date: 10/1/15

### Project Description

Describe with as much as detail as possible, the construction proposed. If more room is needed, please include an additional page. Include the number of habitable units, amenities, swimming pools, fences, kinds of fences, whether footings and/or retaining walls will be installed, and locations of proposed landscaping and parking.

Per attached topographic survey the dunes in front of Embassy Condominium is over 15 feet high. The Project is to reduce the height of the dunes.

Total Square Footage of Footprint of Habitable Structure: 7918

Total Area of Impervious Surface (i.e. retaining walls, walkways, drives, patios, etc.): 25,600

Percentage Impervious Surface [(impervious surface / habitable footprint) \* 100]:

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

Approximate Duration of Construction: 1 week

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

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

Type of Plan Submitted: N/A

Date Submitted: N/A

### Drainage

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

☒ No change in the drainage on site.

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

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

### Impacts to Beach / Dune System

Answer each question as completely as possible in narrative form.

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

☐ No damage to dune vegetation whatsoever.

☐ The proposed construction will impact \_\_\_\_\_ % of the dune vegetation site. (An explanation of the "impact" will be required.)

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

Explanation / Other Information: Approximately 219 cubic yards of sand will be redistributed within the property to reduce elevation to 10 feet sea attached survey.

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

☐ No change to dune size/shape whatsoever.

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

☐ The proposed construction will require the removal and relocation of N/A % of the dunes on site. (The submission of a mitigation plan will be required.)

Explanation / Other Information: Not sure what the % is. See attach survey

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

☒ No change to dune hydrology whatsoever.

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

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

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

Since the height of the dune is being reduced and sand redistributed not sure there is an alternative.

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

None Known



### Mitigation Plan

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

Explanation / Other Information: Some vegetation will be affected. Plan includes replanting vegetation by pushing it aside and placing it back on top once leveling is done. Add additional vegetation and irrigate as needed.

Financial Plan for Dune Mitigation:

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

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

Date of Submission: \_\_\_\_\_

### Checklist of Additional Required Application Information:

An accurate map, plat or site plan showing:

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

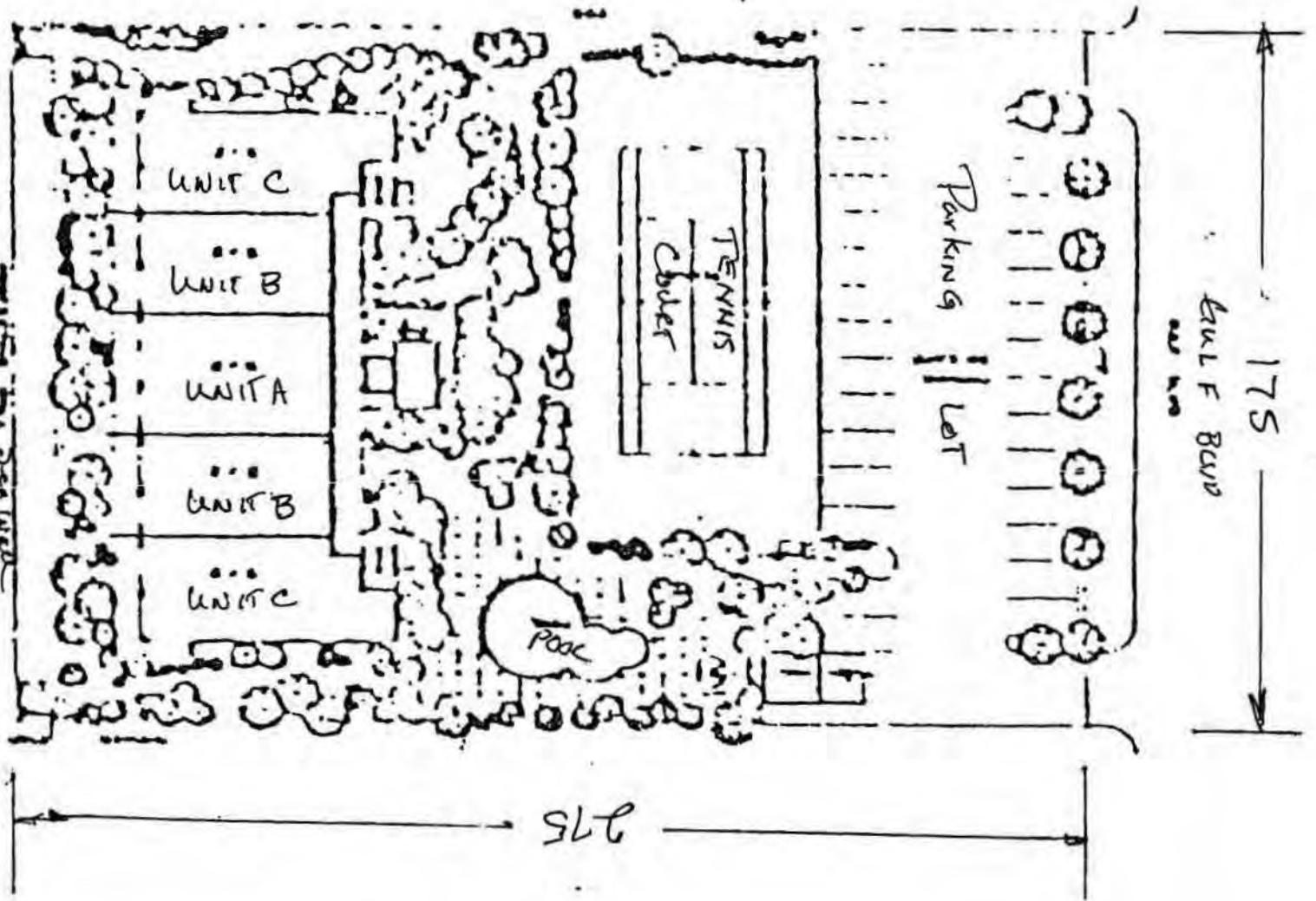
Other required application information:

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

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

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

11-11-11

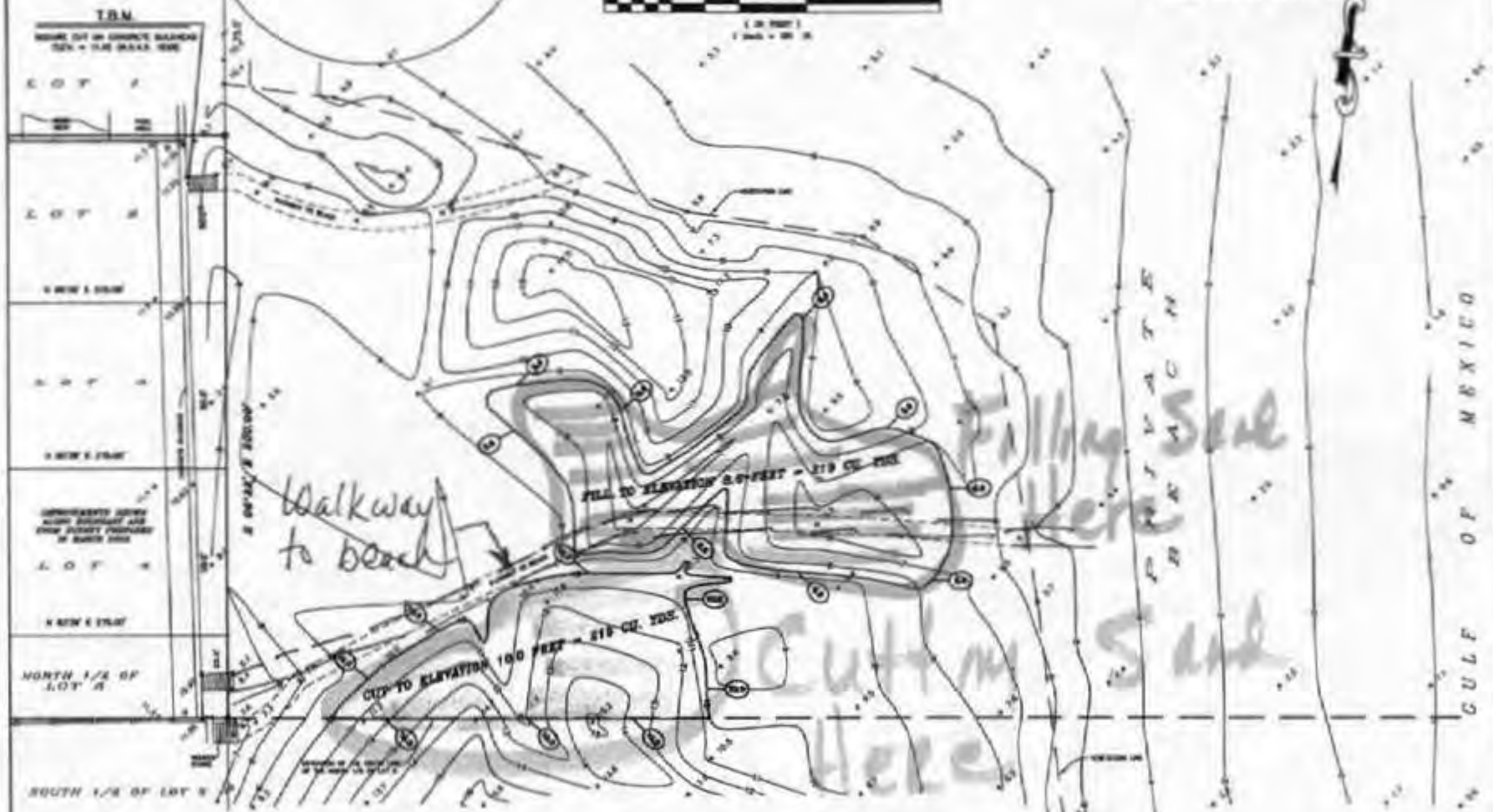


19-10

**SURF CIRCLE**  
(50 FT. R.O.W.)

GRAPHIC SCALE

MERIDIAN OF  
PADRE BEACH, SEC IV



CUT TO ELEVATION 10.0 FEET = 219 CU. YDS.  
FILL TO ELEVATION 8.6 FEET = 219 CU. YDS.

**NOTES:**

1. MONUMENTATION PLACED ALONG THE EAST RIGHT-OF-WAY LINE OF RAILROAD AVENUE WAS USED FOR BASIS OF SURVEYING.
2. THIS TRACT LIES IN ZONE "Y" (SHOWN) AS PER THE F.L.A. FLOOD INSURANCE RATE MAP OF COMMUNITY NO. 10001-1, FLOOD NO. 1001-1, EFFECTIVE MARCH 8, 1988.

TOPOGRAPHIC SURVEY OF  
THE AREA EAST OF THE CONCRETE BUILDING ADJACENT TO  
LOTS TWO (2), THREE (3), FOUR (4), AND THE MARSH ON FEET OF LOT FIVE (5), BLOCK  
FORTY-ONE (41), PADRE BEACH, SECTION IV, CAMERON COUNTY, TEXAS, ACCORDING TO MAP  
RECORDED IN VOLUME 34, PAGE 54, MAP RECORDS OF CAMERON COUNTY, TEXAS.

SCALE 1"=20'  
SURVEYED FOR:

**EMBASSY CONDO HOME  
OWNERS ASSOCIATION**

SEPTEMBER 16, 2014

**Mejia & Rose, Incorporated**

Engineering Surveying  
T.S.P.E. Reg. No. P-002879  
T.S.P.E.S. Reg. No. 10022800  
1043 West Price Road (908) 544-3022  
P.O. Box 3761 Brownsville, Texas 78520  
Fax (908) 544-3008  
email: mrose@mejiaandrose.com

C.R. No. 713 FEB 25, 1924  
P.L. 100-100

11-61

APPROXIMATE SCALE

500' 0' 1000'



TOWN OF  
SOUTH PADRE ISLAND,  
TEXAS  
CAMERON COUNTY  
ONLY PANEL PRINTED

COMMUNITY-PANEL NUMBER  
480115 0001 D

This is an edited copy of a portion of the above referenced final map. It was selected using PART Online. This map does not reflect changes or amendments, which may have been made subsequent to the date on the title block. For the latest product information visit National Flood Insurance Program flood maps, check the FEMA Flood Map Store at [www.mnfema.gov](http://www.mnfema.gov)

19-12



19-13





SINCE 1982

**FURCRON INC., REALTORS<sup>®</sup>**  
**&**  
**PROPERTY MANAGEMENT CO.**



*The Professionals*

July 1, 2015

South Padre Great Wall LLC  
DBA Surf Motel  
1225 N Expressway Ste. C4  
Brownsville, TX 78520-8600

Subject: Embassy Condominiums Dune Reduction

Dear Sir/Madam,

Due to the height of the dunes increasing over the years, the Embassy Condo Owners Association desires to reduce the height of the dune in front of the Embassy. The area that is over 15 feet high is on the property line with La Concha.

Part of the application process with the City of South Padre Island is to get approval from our neighbors. The area affected is on the south side of the property and does not interfere in any way with the Surf Motel property.

I would appreciate your approval to allow the Embassy Condominium owners to proceed with the proper application to gain approval from the City of South Padre Island to proceed with reducing the 15 feet plus high dune down to 10 feet.

I have attached the topographic survey showing the area we wish to reduce and how the displaced beach sand will be redistributed. Please contact me if you have any questions. Your prompt response is appreciated.

Sincerely,  
Furcron Property Management Co. Inc.

Mickey Furcron, CRB, GRI, e-PRO  
Principal Broker/Owner & Embassy Property Manager

Cc Embassy Board of Directors

**SALES \* RENTAL \* PROPERTY MANAGEMENT**

4800 Padre Blvd, South Padre Island, TX 78597

FurcronRealtors.com • Furcron.com • 956-761-6961 • 956-761-6966 Fax • 1-800-892-6278

19-14

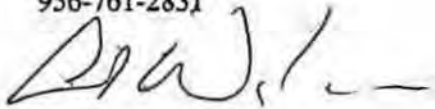


9/22/2015

To whom it may concern,

I, Anil Wadhwani, manager of Surf Motel, approve the reduction of the dunes at Embassy Condominiums.

Sincerely,  
Anil Wadhwani  
956-761-2831



9-22-2015

19-15



July 1, 2015

*The Professionals*

La Concha Homeowners Association  
2500 Gulf Blvd.  
South Padre Island, TX 78597

Attention: Mark Dunham- Property Manager

Dear Mr. Dunham,

Per our recent conversation, the Embassy Condo Owners Association desires to reduce the height of the dune in front of the Embassy. The area that is over 15 feet high is on the property line with La Concha. In order to effectively reduce that portion of the dune, it will also require lowering or tapering off some of the dune that is partially in front of the La Concha.

In addition to getting approval from our neighbors, in this case we also need permission to reduce a portion of the dune that encroaches in front of La Concha. Based on our conversation some of your owners have expressed interest in reducing the dune but as an association, that has never been acted on or approved. In talking with the city's Beach & Dune coordinator, should the La Concha wish to do a more extensive reduction, now would be the time to join Embassy in our efforts to do it together.

Please present this request to your Board of Directors for approval to allow the Embassy Condominium owners to proceed with the proper application to gain approval from the City of South Padre Island to proceed with reducing the 15 feet plus high dune down to 10 feet.

I have attached the topographic survey showing the area we wish to reduce and how the displaced beach sand will be redistributed. Please contact me if you have any questions.

Sincerely,

Furcron Property Management Co. Inc.

Mickey Furcron, CRB, GRI, e-PRO  
Principal Broker/Owner & Embassy Property Manager

Cc Embassy Board of Directors

Approved 8/3/15  
by Mark Dunham  
La Concha Board of Directors  
Clay Robinson  
Water Bay

**SALES \* RENTAL \* PROPERTY MANAGEMENT**

4800 Padre Blvd, South Padre Island, TX 78597

FurcronRealtors.com • Furcron.com • 956-761-6961 • 956-761-6966 Fax • 1-800-892-6278

19-16



19-17



19-18



19-19



19-20





19-21

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

**MEETING DATE:** December 2, 2015

**NAME & TITLE:** Reuben Trevino, Coastal Resources Administrator

**DEPARTMENT:** Coastal Resources

**ITEM**

Discussion and possible action to approve a budget amendment in the amount of \$1,687 to the fund attendance and panel participation at the 2016 NCER (National Conference on Ecosystem Restoration) in Coral Gables, Florida on April 18-22, 2016.

**ITEM BACKGROUND**

Coastal Resources Administrator was invited to participate in the "Large Scale Ecosystem Restoration-How we do it in Texas" panel discussion in April at the NCER 2016 conference. This will be an opportunity to present our Dune Restoration and Volunteer program on a national level. The other panel participants are Kris Bensen from NOAA to talk about how NRDA supports restoration, Ed Russo from USACE Galveston District on funding strategies and their Engineering With Nature Initiative supporting large scale restoration in Texas, and Ray Newby of Texas General Land Office would be presenting on the coastal master planning as it would relate to restoration and resiliency.

**BUDGET/FINANCIAL SUMMARY**

Increase the following line items for a total of \$1,687:

Line item 60-560-0513 by \$ 475.00

Line item 60-560-0550 by \$ 1212.00

FY 15-16 Beach Maintenance budget has excess of revenues over expenditures in the amount of \$128,873.

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:

YES: \_\_\_\_\_

NO:   X  

Approved by Legal:

YES: \_\_\_\_\_

NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**

## Reuben Trevino

---

**From:** Collins, Georganna B. <GCollins@ene.com>  
**Sent:** Monday, October 05, 2015 11:29 AM  
**To:** Reuben Trevino  
**Cc:** Barry Patel; Paul Munarriz; William DiLibero  
**Subject:** National Conference on Ecosystem Restoration 2016

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Mr. Trevino, I have heard some tremendous compliments about your work and the efforts of the City on dune restoration. I am putting together a session for NCER conference to be held in Coral Gables, Florida April 18-22, 2016. Session would be on Large Scale Ecosystem Restoration-How we do it in Texas. I would like to include you, the City's efforts with others on the dune restoration activities you have been involved with. I think it would be a great opportunity to show case what efforts are being made in south Texas on ecosystem restoration. Would you like to be part of our session?

I am including Kris Bensen from NOAA to talk about how NRDA supports restoration, Ed Russo from USACE Galveston District on funding strategies and their Engineering With Nature Initiative supporting large scale restoration in Texas, and Ray Newby of Texas General Land Office would be presenting on the coastal master planning as it would relate to restoration and resiliency. I would act as session organizer and moderator.

I am a Chief Restoration Specialist with Ecology and Environment, Inc. in Houston with comprehensive, 30-year practice experience in rehabilitation of disturbed areas from inland riverine freshwater fens and bogs, bald cypress swamps to estuarine intertidal salt marshes, oyster reefs, and coastal bird islands serving with multiple affiliations including Gulf of Mexico Alliance Sediment Management Working Group and Habitat Restoration Priority Issue Team, COPRI Beneficial Use Subcommittee and COPRI Wetland Engineering Subcommittee, American Society of Landscape Architects, Reclamation Committee, American Society for Surface Mining and Reclamation, Technical Division Coordinator, and TNC's America's Watershed Initiative. I provide a range of services from site planning to minimize environmental impacts and integrates natural landscape features, particularly within the coastal zone, with experience in project planning for sustainable development; river and stream restoration; mined land rehabilitation; master planning through to construction oversight and post-construction monitoring associated with both large and small scale projects.

Thank you for your consideration and I hope I can count on your participation in advance.

Georganna Collins, RLA  
Ecology and Environment, Inc.  
2 Riverway, Suite 625  
Houston, Texas 77065

713-208-3217

**Transportation:**

- Southwest Airlines to Ft. Lauderdale
- Monday April 18 departure, Friday 22<sup>nd</sup> return (no change ticket) \$440
- Free 24 hour shuttle from airport

**Hotel:**

- Marriot \$121+ tax per night 4 nights \$484 + tax
- The NCER discounted room rate of \$121 is well below the \$144 maximum federal per diem for Broward County.

**Meals:**

- Travel Monday and Friday:
  - 75% of \$64 per day
    - \$96.00
- Conference Tuesday – Thursday
  - \$64 per day
    - \$192.00

**Registration:**

- Registration fees will be between \$450-475 for government and non-profit attendees

**Total Cost for Conference: \$1,687**

## **Overview**

NCER is an interdisciplinary conference on large-scale ecosystem restoration presenting state-of-the-art science and engineering, planning and policy in a partnership environment. The first NCER, held in Orlando, FL (2004), led to successful conferences in Kansas City, MO (2007), Los Angeles, CA (2009), Baltimore, MD (2011), and Chicago (2013). NCER brings together scientists, engineers, policy makers, planners and partners from across the country actively involved in large-scale ecosystem restoration.

Since its inception, NCER has become the preeminent conference on ecosystem restoration in the US. Today, we are in a new era, where resources are tight. Renewed vigilance on the use of public funding requires that we demonstrate progress in achieving restoration goals, clearly prove its value, efficiently and effectively share lessons learned and provide better coordination among all stakeholders ensuring the best use of future funding to achieve results.

## **Purpose**

Centuries of unsustainable activities have damaged and/or eliminated the freshwater, marine, and terrestrial environments that provide vital services to our economies, societal values, and support a diversity of wildlife and plants. This conference aims to provide a venue for ecosystem restoration professionals to convene over efforts to reverse environmental degradation by renewing and/or restoring degraded or destroyed ecosystems and habitats.

Progress in restoring various ecosystems and habitat types has been made around the nation in the 11 years since the first NCER conference was held. NCER 2016 is a forum to share results on what restoration fundamentals and practices have worked and bring new focus on those challenges that remain. It will also allow for collaboration across agencies, non-governmental organizations, and the private sector, bringing together in one location the nation's leading experts in ecosystem restoration to ford new insights and advances to restore and protect ecosystems and habitats nationwide.

The conference is designed to bring together scientists and engineers, policy makers, planners and partners who are actively involved in or affected by all aspects of ecosystem restoration regardless of project or program size. Participants will interact in an interdisciplinary setting to summarize and review cutting edge science, to create and maintain effective partnerships, and to leverage resources.

20-5



### **Who Should Attend and Why**

A premier gathering of ecosystem restoration professionals from across the country, NCER is a collaborative effort and we invite you to come aboard.

This conference provides an unsurpassed opportunity for networking and exchange of the latest scientific and practical information related to ecosystem restoration. This nationally attended program entails five days of presentations in five program tracks, workshops, poster sessions, field trips and coffee-house discussions dedicated to current topics in ecosystem restoration.

In just a few days you'll get months' worth of valuable technical training, education and networking. Piecing together an equivalent experience would keep you out of the office much longer and cost much more.

When you meet face-to-face with others working on similar projects, you'll build more interactive, cooperative relationships and realize greater savings through increased collaboration.

Attendees will include:

Scientists, Engineers, Managers, Policy Makers, Federal, State, and Local Agency Personnel, Water Resource Managers and Engineers, Environmental Consultants, Environmental Policy Managers, Researchers, Hydrological Modelers, University Students, Environmental Interest Groups

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

**MEETING DATE:** 12/2/2015

**NAME & TITLE:** Juan Infante, Information Technology Director

**DEPARTMENT:** Information Technology

**ITEM**

Discussion and action to approve renewal contract with Tyler Technologies in the amount of \$69,449.17 for software suite used on day-to-day business functions with integrated financial, personnel, citizen services, tax, court and public safety.

**ITEM BACKGROUND**

Based on the contracts on record, the city has been using Tyler Technologies since 2005. The software suite is used on day-to-day business functions with integrated financial, personnel, citizen services, tax, court and public safety. The suite now also includes Brazos electronic or e-citation software solution.

Tyler Technologies, Inc. is the largest software company in the nation solely focused on providing integrated software and technology services to the public sector – cities, counties, states and school districts. In May 2015, Tyler acquired Brazos Technology Corporation, a provider of mobile hand-held solutions used primarily by law enforcements agencies. Tyler has recently acquired New World System, an industry leading company specializing in public safety and public administration software

**BUDGET/FINANCIAL SUMMARY**

01-515-0415 – Contract Services (This is a budgeted item)

Tyler Technologies	\$65,662.20
Brazos Tech	\$3,775.00
Total:	\$69,437.20

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

Sent to Legal:

YES: \_\_\_\_\_

NO: \_\_\_\_\_

Approved by Legal:

YES: \_\_\_\_\_

NO: \_\_\_\_\_

Comments:

**RECOMMENDATIONS/COMMENTS**



## Renewals Quote

Customer No.	Date	Page
44616	11/03/2015	1 of 2

**Customer :**

South Padre Island, City of  
South Padre Island, City of  
P.O. Box 3410  
SOUTH PADRE ISLAND TX, 78597-3410

**Ship To : 9607**

South Padre, City of  
South Padre Island Police Dept.  
4801 Padre Blvd.  
SOUTH PADRE ISLAND TX, 78597

	Current Fee	Renewal Fee
CAD Maintenance Period: 1/1/2015 to 12/31/2015	\$5,762.41	\$6,050.53
Dispatcher Maintenance Period: 1/1/2015 to 12/31/2015	\$961.03	\$1,009.08
Public Safety Records Base RMS System Maintenance Period: 1/1/2015 to 12/31/2015	\$7,683.22	\$8,067.38
Jail Booking Module Maintenance Period: 1/1/2015 to 12/31/2015	\$1,920.80	\$2,016.84
E-911 Server Interface Maintenance Period: 8/1/2015 to 7/31/2016	\$1,829.33	\$1,920.80
E-911 Client Interface Maintenance Period: 8/1/2015 to 7/31/2016	\$365.86	\$384.15
NCIC Server Interface Maintenance Period: 8/1/2015 to 7/31/2016	\$1,881.13	\$1,975.19
NCIC Client Interface Maintenance Period: 8/1/2015 to 7/31/2016	\$578.81	\$607.75
Messaging/ Mobile Server Maintenance Period: 8/1/2015 to 7/31/2016	\$4,390.41	\$4,609.93
Mobile CAD Client Maintenance Period: 8/1/2015 to 7/31/2016	\$2,744.62	\$2,881.85
CAD Mapping Interface Maintenance Period: 8/1/2015 to 7/31/2016	\$2,378.74	\$2,497.68
Property Room Maintenance Period: 8/1/2015 to 7/31/2016	\$1,829.33	\$1,920.80
Public Safety Suite - Maintenance (Mobile CAD Clients) Maintenance Period: 4/1/2015 to 3/31/2016	\$2,507.59	\$2,632.97
Mobile RMS Server Maintenance Period: 1/1/2015 to 12/31/2015	\$2,814.20	\$2,954.91
Mobile Citations Add-on Maintenance Period: 1/1/2015 to 12/31/2015	\$1,407.74	\$1,478.13
Public Safety Suite - Case Management Maintenance Maintenance Period: 10/1/2015 to 9/30/2016	\$1,650.00	\$1,732.50

**THIS IS NOT AN INVOICE**

21-3



**tyler**  
technologies

## Renewals Quote

Customer No.	Date	Page
44616	11/03/2015	2 of 2

**Customer :**

South Padre Island, City of  
South Padre Island, City of  
P.O. Box 3410  
SOUTH PADRE ISLAND TX, 78597-3410

**Ship To : 9607**

South Padre, City of  
South Padre Island Police Dept.  
4601 Padre Blvd.  
SOUTH PADRE ISLAND TX, 78597

Does not include any applicable taxes

Current Fee

Renewal Fee

Quote Total: \$42,740.48

**THIS IS NOT AN INVOICE**

21-4



**tyler**  
technologies

## Renewals Quote

Customer No.	Date	Page
44616	11/03/2015	1 of 1

**Customer :**

South Padre Island, City of  
South Padre Island, City of  
P.O. Box 3410  
SOUTH PADRE ISLAND TX, 78597-3410

**Ship To : 96081**

South Padre, City of  
South Padre, City of  
P.O. Box 3410  
SOUTH PADRE ISLAND TX, 78597

	Current Fee	Renewal Fee
AcuCorp Run Time Maintenance Period: 9/1/2015 to 8/31/2016	\$213.08	\$223.73
Monthly fee to support and host Web site Maintenance Period: 11/1/2015 to 11/30/2015	\$900.00	\$900.00
Court Online Component - Monthly Fee Maintenance Period: 11/1/2015 to 11/30/2015	\$1,200.00	\$1,200.00
Court Case Management Maintenance Period: 9/1/2015 to 8/31/2016	\$1,537.10	\$1,613.96
Does not include any applicable taxes	Quote Total: \$3,937.69	

**THIS IS NOT AN INVOICE**

21-5





## Renewals Quote

Customer No.	Date	Page
44616	11/03/2015	1 of 2

**Customer :**

South Padre Island, City of  
 South Padre Island, City of  
 P.O. Box 3410  
 SOUTH PADRE ISLAND TX, 78597-3410

**Ship To : STX-AR-MST**

South Padre Island, City of  
 South Padre Island, City of  
 P.O. Box 3410  
 SOUTH PADRE ISLAND TX, 78597-3410

	Current Fee	Renewal Fee
TDEX Interface - Court Maintenance Period: 1/1/2015 to 12/31/2015	\$486.20	\$510.51
APG Automated Cash Drawer Maintenance Period: 11/1/2015 to 10/31/2016	\$301.17	\$331.29
Time Clock Interface Maintenance Period: 1/1/2050 to 12/31/2050	\$413.00	\$413.00
Secure Signatures - Maintenance Maintenance Period: 1/1/2050 to 12/31/2050	\$275.00	\$275.00
Brazos Software Maintenance Maintenance Period: 10/1/2015 to 9/30/2016	\$2,250.00	\$2,250.00
Brazos Software Maintenance - Addl. Maintenance Period: 10/1/2015 to 9/30/2016	\$500.00	\$500.00
Incode Interface Maintenance Maintenance Period: 10/1/2015 to 9/30/2016	\$650.00	\$650.00
Building Projects Online Component - Monthly Fee Maintenance Period: 1/1/2050 to 12/31/2050	\$1,200.00	\$1,200.00
Incode Customer Relationship Suite - Misc. Accounts Receivable-Maintenance Maintenance Period: 12/1/2015 to 11/30/2016	\$875.16	\$918.92
Project Accounting - Maintenance Maintenance Period: 9/1/2015 to 8/31/2016	\$1,114.80	\$1,170.54
Building Projects - Maintenance Maintenance Period: 2/1/2015 to 1/31/2016	\$1,061.71	\$1,114.80
Incode Content/Document Management Suite - Tyler Output Processor Maintena Maintenance Period: 1/1/2015 to 12/31/2015	\$793.80	\$833.49
Incode Financial Suite - Positive Pay Maintenance Maintenance Period: 1/1/2015 to 12/31/2015	\$538.00	\$538.00
Personnel Maintenance Period: 8/1/2015 to 7/31/2016	\$1,097.61	\$1,152.49
Accounts Payable Maintenance Period: 11/1/2015 to 10/31/2016	\$1,637.60	\$1,719.48
Central Cash Collection Maintenance Period: 12/1/2015 to 11/30/2016	\$1,135.89	\$1,192.68

**THIS IS NOT AN INVOICE**

212



## Renewals Quote

Customer No.	Date	Page
44616	11/03/2015	2 of 2

**Customer :**

South Padre Island, City of  
South Padre Island, City of  
P.O. Box 3410  
SOUTH PADRE ISLAND TX, 78597-3410

**Ship To : STX-AR-MST**

South Padre Island, City of  
South Padre Island, City of  
P.O. Box 3410  
SOUTH PADRE ISLAND TX, 78597-3410

	Current Fee	Renewal Fee
Check Reconciliation Maintenance Period: 11/1/2015 to 10/31/2016	\$0.00	\$0.00
General Ledger Maintenance Period: 11/1/2015 to 10/31/2016	\$2,983.06	\$3,132.21
Payroll/Personnel Maintenance Period: 11/1/2015 to 10/31/2016	\$1,488.85	\$1,563.29
Purchase Orders Maintenance Period: 11/1/2015 to 10/31/2016	\$1,468.75	\$1,542.19
Fixed Assets Maintenance Period: 11/1/2015 to 10/31/2016	\$423.48	\$444.65
AcuCorp AcuServer Maintenance Period: 11/1/2015 to 10/31/2016	\$258.64	\$271.57
Basic Network Support Services Maintenance Period: 11/1/2015 to 10/31/2016	\$997.03	\$1,046.88
Does not include any applicable taxes	Quote Total: \$22,771.00	

**THIS IS NOT AN INVOICE**

21-7

**CLIENT COPY**

**System Agreement  
Between**

**Tyler Technologies, Inc.  
INCODE Division**

5808 4th Street  
Lubbock, Texas 79416  
(800) 646-2633  
(806) 797-4849 Fax

**AND**

**City of South Padre Island**

4501 Padre Blvd  
South Padre Island, TX 78597  
Phone: (956) 761-6456  
Fax: (956) 761-7561

*GASB 31*

*tylerworks.*

*21-8*

tylerworks.

Tyler Technologies | INCODE Division

## AGREEMENT

This agreement is entered into by and between Tyler Technologies, Inc., INCODE Division, hereinafter referred to as INCODE, located at 5808 4th Street, Lubbock, Texas 79416; and; hereinafter referred to as Client on, 8-19-05, 2005.

City of South Padre Island

INCODE and Client agree as follows:

1. INCODE shall furnish the products and services as described in this Agreement, and Client shall pay the prices set forth in this Agreement.
2. This Agreement consists of this Cover and the following Attachments and Exhibits:

Section A	Investment Summary (A-D)
Section B	INCODE Agreement Terms and Conditions
Section C	Exhibit I - Delivery Attestment
3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, number of utility accounts, number of sworn officers, population of the entity, etc.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of the date last set forth below.

Client: City of South Padre Island

By: [Signature]

Signature

Finance Director

Title

8-19-05

Date

74-1756442

Sales Tax Certificate Number

Tyler Technologies, Inc., INCODE Division:

By: [Signature]

Signature

Executive Vice President - INCODE Division

Title

8/18/05

Issue Date

**tylerworks.**

Tyler Technologies | INCODE Division

Customer Name:  
Contact:  
Date:  
Salesman:

City of South Padre Island  
Daria Hones  
August 18, 2005  
Robin Reeves

**Investment Summary**

Prepared for:	City of South Padre Island	Contract ID # :	2005-0427
Contact Person:	Daria Hones	Issue Date:	8/18/05
Address:	4501 Padre Blvd South Padre Island, TX 78597	Salesman:	L. Midkiff/ R. Reeves
Phone:	(956) 761-6456	Tax Exempt:	Yes / No
Fax:	(956) 761-7561		
Email:	dhones@townsapi.com		

Item Description	Quantity	Unit Price	Total Price	Discount	Net Price	Tax
Total Applications Software License Fees	1,500.00	3,800.00	900.00			1,500.00
Total Professional Services On-Site Services					2,400.00	2,400.00
Estimated Travel Estimated On-Site Services Travel Expense					938.00	938.00
<b>Total</b>	<b>1,500.00</b>	<b>3,800.00</b>	<b>900.00</b>		<b>2,400.00</b>	<b>2,400.00</b>

**tylerworks.**

Tyler Technologies | INCODE Division

Customer Name:

Contact:

Date:

Salesman:

City of South Padre Island

Daria Hones

August 18, 2005

Robin Reeves

**Software Licenses and Professional Services**

Application Software	Fees			Estimated On-Site Hours		Total Cost
	QTY	License Fee	Conversion	Estimated On-Site Hours	Estimated On-Site Services	
Financial Applications GASB MSDE Module with Adjustments and Reporting - 21 Combining Statements for CAFR	1	6,000		20	2,400	8,400

INCODE Subtotal		6,000	0	20	2,400	8,400
Total		6,000	0	20	2,400	8,400



## **INCODE AGREEMENT TERMS AND CONDITIONS**

### **General Payment Terms**

1. Client will pay to INCODE an initial deposit upon execution of this Agreement that equals 25% of the total amount as specified in this Agreement, not including Annual Software Maintenance, Third Party Software Maintenance, and/or Hardware Maintenance fees;
2. Client will pay a second installment to INCODE upon delivery of the software products that equals 60% of the Application Software License Fees and 75% of the System Software License Fees; Delivery Attestment is included as Exhibit 1.
3. The remaining 15% balance of the total amount specified in this Agreement for all products and License fees shall be paid after (a) INCODE's verification of the software products, (b) Client's completion of its own validation process, or (c) Client's live processing. In no case, shall this period exceed thirty (30) days from live processing or one hundred-eighty (180) days from installation of the software.
4. Services shall be billed as delivered plus expenses and are due and payable net 30 days.

### **Software License Agreement**

#### **1) Software Product License.**

- a) Upon Client's payment for the software products listed on the cover of this Agreement, for the license fees set forth in the Investment Summary, INCODE shall grant to Client and Client shall accept from INCODE a non-exclusive, nontransferable, nonassignable license to use the software products and accompanying documentation for internal business purposes of Client, subject to the conditions and limitations in this Software License Agreement.

b) Ownership of the software products, accompanying documentation and related materials, and any modifications and enhancements to such software products and any related interfaces shall remain with INCODE.

c) The software products are not licensed to perform functions or processing for subdivisions or entities that were not considered by INCODE at the time INCODE issued this Agreement.

d) The right to transfer this license to a replacement hardware system is included in this Software License Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Advance written notice of any such transfer shall be provided to INCODE.

e) Client agrees that the software products, any modifications and enhancements and any related interfaces are proprietary to INCODE and have been developed as a trade secret at INCODE's expense. Client agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the software products or accompanying documentation.

f) If Client has made modifications to the software products, INCODE will not support or correct errors in the modified software products, unless modifications were specifically authorized in writing by INCODE.

g) Client may make copies of the software products for archive purposes only. Client will repeat any proprietary notice on the copy of the software products. The documentation

## **INCODE AGREEMENT TERMS AND CONDITIONS**

accompanying the software products may not be copied except for internal use.

h) The term of the license granted by this Section shall be perpetual.

i) INCODE maintains an escrow agreement with an Escrow Services Company under which INCODE places the source code of each major release. At Client's request, INCODE will add Client as a beneficiary on its escrow account. Client will be invoiced the annual beneficiary fee by INCODE and is solely responsible for maintaining its status as a beneficiary.

### **2) License Fees.**

a) Client agrees to pay INCODE, and INCODE agrees to accept from Client as payment in full for the license herein, the total sum of the INCODE license fees set forth in the Investment Summary.

b) The license fees listed in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by Client and shall be paid over to the proper authorities by Client or reimbursed by Client to INCODE on demand in the event that INCODE is responsible or demand is made on INCODE for the payment thereof. If tax-exempt, Client must provide INCODE with Client's tax-exempt number or form.

c) In the event of any disputed invoice, Client shall provide written notice of such disputed invoice to Attention: INCODE Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to INCODE within fifteen (15) days. An additional fifteen (15) days is allowed for the Client to provide written

clarification and details for the disputed invoice. INCODE shall provide a written response to Client that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by INCODE and Client to resolve any issues presented in Client's notification to INCODE. Client may withhold payment of only the amount actually in dispute until INCODE provides the required written response, and full payment shall be remitted to INCODE upon INCODE's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if INCODE is unable to complete all material action steps required to remedy the disputed matter because Client has not completed the action steps required of them, Client shall remit full payment of the invoice.

d) Any invoice not disputed as described above shall be deemed accepted by the Client. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, INCODE reserves the right to suspend delivery of all services under the Investment Summary, this Software License Agreement, the Professional Services Agreement, the Maintenance Agreement and, if applicable, the Third Party Product Agreement.

### **3) Verification of the Software Products.**

a) At the Client's request, within thirty (30) days after the software products have been installed on Client's system, INCODE will test the software products in accordance with INCODE's standard verification test procedure. Demonstration shall constitute Client's

## INCODE AGREEMENT TERMS AND CONDITIONS

verification that the software products substantially comply with INCODE's documentation for the most current version of the software products and functional descriptions of the software found in INCODE's written proposal to Client. Upon such verification, Client shall pay the remaining balance in accordance with the payment terms listed in Section General Payment Terms or amended in any attached addendum.

b) At its option, Client may perform Client's own defined internal validation process to test the software to substantially comply with INCODE's documentation for the most current version of the software products and functional descriptions of the software found in INCODE's written proposal to Client. Such validation test shall constitute Client's verification. Upon such validation, Client shall pay the remaining balance in accordance with the payment terms listed in Section General Payment Terms or amended in any attached addendum.

c) Notwithstanding anything contrary herein, Client's use of the software products for its intended purpose, shall constitute Client's verification of the software products, without exception and for all purposes.

d) Verification or validation, by Client, that the software products substantially comply with INCODE's documentation for the most current version of the software products and functional descriptions of the software found in INCODE's written proposal to Client shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud and the operation of any provision of this Agreement which specifically survives verification. In the event said

verification becomes other than final, or becomes inconclusive, pursuant to this paragraph, Client's sole right and remedy against INCODE shall be to require INCODE to correct the cause thereof.

e) INCODE shall correct any functions of the software products which failed the standard verification testing or failed to comply with INCODE's documentation for the most current version of the software products and functional descriptions of the software found in INCODE's written proposal to Client. If Client has made modifications to the software programs, INCODE will not make such corrections, unless such modifications were specifically authorized in writing by INCODE.

**4) Schedule of Verification.** INCODE will install the software products and cause the same to be verified within sixty (60) days after Client makes available to INCODE the equipment into which the software product is to be loaded. INCODE shall exercise reasonable efforts to cause the software products to be verified according to the schedule set forth in this paragraph, but INCODE shall not be liable for failure to meet said schedule if, and to the extent, said failure is due to causes beyond the control and without the fault of INCODE.

**5) Limited Warranty.** INCODE warrants that the then current, unmodified version of the INCODE Software Products will substantially conform to the then current version of its published Documentation. If the Software Products do not perform as warranted, INCODE's obligation will be to use reasonable efforts, consistent with industry standards, to cure the defect. Should INCODE be unable to cure the defect or provide a replacement product,



## INCODE AGREEMENT TERMS AND CONDITIONS

Client shall be entitled to a refund for the license fee paid for application. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 6) Limitation of Liability.

(a) In the event that the software products are determined to infringe upon any existing United States patent copyright or trademark rights held by any other person or entity, INCODE shall defend and hold harmless Client and its officers, agents and employees from any claim or proceedings brought against Client and from any cost damages and expenses finally awarded against Client which arise as a result of any claim that is based on an assertion that Client's use of the software products under this Software License Agreement constitutes an infringement of any United States patent, copyright or trademark provided that Client notifies INCODE promptly of any such claim or proceeding and gives INCODE full and complete authority, information and assistance to defend such claim or proceeding and further provided that INCODE shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement provided that INCODE shall

consult with Client regarding such defense. In the event that the software products are finally held to be infringing and its use by Client is enjoined, INCODE shall, at its election; (1) procure for Client the right to continue use of the software products; (2) modify or replace the software products so that it becomes non-infringing; or (3) if procurement of the right to use or modification or replacement can not be completed by INCODE, terminate the license for the infringing software product, and upon termination, refund the license fees paid for the infringing software product as depreciated on a straight-line basis over a period of seven (7) years with such depreciation to commence on the execution of this Agreement. INCODE shall have no liability hereunder if Client modified the software products in any manner without the prior written consent of INCODE and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement or if the infringement would have been avoided by Client's use of the most current revision of the software products. The foregoing states INCODE's entire liability and Client's exclusive remedy with respect to any claims of infringement of any copyright, patent, trademark, or any property interest rights by the software products, any part thereof, or use thereof.

b) THE RIGHTS AND REMEDIES SET FORTH IN THIS SOFTWARE LICENSE AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS AND REMEDIES OR WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF

## INCODE AGREEMENT TERMS AND CONDITIONS

### **MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SYSTEM INTEGRATION.**

c) In no event shall INCODE be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software products. INCODE's liability for damages arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability shall be limited to the INCODE license fees identified in the Investment Summary. The license fees set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Software License Agreement.

**7) Dispute Resolution.** In the event of a dispute between the parties under this Software License Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association.

**8) No Intended Third Party Beneficiaries.** This agreement is entered into solely for the benefit of INCODE and Client. No third party shall be deemed a beneficiary of this agreement, and no third party shall have the right to make any claim or assert any right under this agreement.

**9) Governing Law.** This Software License Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile.

### **10) Entire Agreement.**

a) This Software License Agreement, including Exhibit 1 and the functional description of the software products found in INCODE's written proposal to Client, represents the entire agreement of Client and INCODE with respect to the software products and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this agreement it did not rely on any representations or warranties other than those explicitly set forth in this Software License Agreement and the functional description of the software products found in INCODE's written proposal to Client.

b) If any term or provision of this Software License Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Software License Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Software License Agreement shall be valid and enforced to the fullest extent permitted by law.

c) This Software License Agreement may only be amended, modified or changed by written instrument signed by both parties.

d) Client should return an executed copy of this Agreement to INCODE. If the Agreement is not returned to INCODE within 90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.

**11) Cancellation or Termination.** In the event of cancellation or termination

## INCODE AGREEMENT TERMS AND CONDITIONS

of this Software License Agreement, Client will make payment to INCODE for all software products, services and expenses delivered or incurred prior to the termination or cancellation of this Software License Agreement.

**12) Approval of Governing Body.** Client represents and warrants to INCODE that this Software License Agreement has been approved by its governing body and is a binding obligation upon Client.

### **Professional Services Agreement**

**1) Services Provided.** INCODE shall provide some or all of the following services to Client:

- a) Installation as described in the Investment Summary;
- b) Conversion of Client's existing data as set forth in the Investment Summary. Client is responsible for reading and complying with INCODE's Conversion Statement.
- c) Training/Implementation in the quantity set forth in the Investment Summary;
- d) Consulting/Analysis in the quantity set forth in the Investment Summary; and
- e) Verification Testing as described in the Software License Agreement.

### **2) Professional Services Fees.**

a) Notwithstanding specific prices to the contrary identified in the Investment Summary, all services will be invoiced in hourly increments as delivered, plus travel and other expenses, plus a 10% processing fee. Client agrees to pay INCODE for the actual amount of training provided. The Investment Summary reflects the estimated cost for the training proposed to be furnished by INCODE.

b) Upon the completion of each service day, or group of days, INCODE will present a Daily Log. Client will sign the report indicating acceptance of the service day and its subsequent billing, or noting reasons for Client's non-acceptance of such. This acceptance is final.

c) Client is not charged for travel time to and from the Client's site. Only time spent on-site is billed as training time; excluding those cases in which the Client requires the INCODE trainer(s) to travel on the weekend, in which case Client will be billed for weekend travel time at a rate of \$500 per weekend day.

d) If Client travels to COMPANY location for training, then Client agrees to pay all expenses related to transportation of Client's employees.

e) All requests for supporting documentation shall be made within thirty (30) calendar days of invoice delivery.

f) The rates for Verification Testing shall be the same as the Training/Implementation rates set forth in the Investment Summary.

g) The rates listed in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by Client and shall be paid over to the proper authorities by Client or reimbursed by Client to INCODE on demand in the event that INCODE is responsible or demand is made on INCODE for the payment thereof. If tax-exempt, Client must provide INCODE with Client's tax-exempt number or form.

h) Payment is due within thirty (30) calendar days of invoice.



## **INCODE AGREEMENT TERMS AND CONDITIONS**

i) In the event of any disputed invoice, Client shall provide written notice of such disputed invoice to Attention: INCODE Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to INCODE within fifteen (15) calendar days of Client's receipt of the invoice. An additional fifteen (15) days is allowed for the Client to provide written clarification and details for the disputed invoice. INCODE shall provide a written response to Client that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by INCODE and Client to resolve any issues presented in Client's notification to INCODE. Client may withhold payment of only the amount actually in dispute until INCODE provides the required written response, and full payment shall be remitted to INCODE upon INCODE's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if INCODE is unable to complete all material action steps required to remedy the disputed matter because Client has not completed the action steps required of them, Client shall remit full payment of the invoice.

j) Any invoice not disputed as described above shall be deemed accepted by the Client. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, INCODE reserves the right to suspend delivery of all services under the Investment Summary, the Software License Agreement, this Professional Services Agreement, the Maintenance

Agreement and, if applicable, the Third Party Product Agreement.

**3) Training Environment.** If training is being conducted at the Client's site, the Client is responsible for providing a productive environment to conduct training. INCODE is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of Client personnel to be trained. Time spent on-site by INCODE that results in non-productive training time beyond INCODE's control will be billed as training time. INCODE will make reasonable efforts to schedule training on dates requested by the Client. Trainers will be on-site approximately noon Monday through noon Friday. This allows appropriate travel time to and from the Client's site.

**4) Additional Services.** Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at INCODE's then current market rate for the service as they are incurred.

**5) Limitation of Liability.** INCODE shall not be liable for inaccurate data in INCODE's application software which is the result of conversion of inaccurate data from the previous system. INCODE's liability for damages arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the professional service fees identified in the Investment Summary. The client shall not in any event be entitled to, and INCODE shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature. The professional service fees set forth in the

## **INCODE AGREEMENT TERMS AND CONDITIONS**

Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Professional Services Agreement.

**6) Dispute Resolution.** In the event of a dispute between the parties under this Professional Services Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association.

**7) No Intended Third Party Beneficiaries.** This Professional Services Agreement is entered into solely for the benefit of INCODE and Client. No third party shall be deemed a beneficiary of this Professional Services Agreement, and no third party shall have the right to make any claim or assert any right under this Professional Services Agreement.

**8) Governing Law.** This Professional Services Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile.

**9) Cancellation or Termination.** In the event of cancellation or termination of this Professional Services Agreement, Client will make payment to INCODE for all services and expenses delivered or incurred prior to the termination or cancellation of this Professional Services Agreement.

**10) Entire Agreement.**

a) This Professional Services Agreement represents the entire agreement of Client and INCODE with respect to the professional services and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this agreement it did not rely on any

representations or warranties other than those explicitly set forth in this Professional Services Agreement.

b) If any term or provision of this Professional Service Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Professional Services Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Professional Services Agreement shall be valid and enforced to the fullest extent permitted by law.

c) This Professional Services Agreement may only be amended, modified or changed by written instrument signed by both parties.

d) Client should return an executed copy of this Agreement to INCODE. If the Agreement is not returned to INCODE within 90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.

**11) Approval of Governing Body.** Client represents and warrants to INCODE that this Professional Services Agreement has been approved by its governing body and is a binding obligation upon Client.

### **Annual Software Maintenance Agreement**

**1) Scope of Agreement.** The Client agrees to purchase and INCODE agrees to provide services for the software products listed on the cover of this Agreement in accordance with the following terms and conditions. Both parties acknowledge that this Annual Software Maintenance Agreement covers both Support for the software

## INCODE AGREEMENT TERMS AND CONDITIONS

products listed on the cover of this Agreement and Licensing of updates of such installed software products.

**2) Term of Agreement.** This Annual Software Maintenance Agreement is effective on the date executed by an officer of INCODE and shall have a term beginning upon the first of the month six months after the installation of the INCODE Software and ending upon the last day of the month one year following that date.

a) This Annual Software Maintenance Agreement will automatically renew for subsequent one-year terms unless either party gives the other party at least thirty days prior written notice of its intent not to renew. Fees for subsequent years are subject to change.

b) If Client has not elected to participate in the INCODE Annual Software Maintenance Agreement, or elects not to renew the Agreement, the Client shall acquire Software maintenance in accordance to the Section entitled "Support Terms for Clients Not Participating in the Annual Software Maintenance Agreement".

### **3) Payment.**

a) Client agrees to pay INCODE the amount identified in the Investment Summary for licensing and support services, as described below. The licensing fee of the INCODE Software includes six month's maintenance from the time the Software is installed. The annual amount identified in the Investment Summary will become due the first of the month following six months after the installation of the INCODE software. This payment is due and payable in accordance with Section General Payment Terms or amended in any attached addendum.

b) Additional Charges. Any maintenance performed by INCODE for the Client, which is not covered by this Annual Software Maintenance Agreement, will be charged at INCODE's then current market rates. All materials supplied in connection with such non-covered maintenance or support plus expenses will be charged to Client.

c) Support and services will be suspended whenever Client's account is thirty (30) calendar days overdue. Support and services will be reinstated when Client's account is made current.

### **4) Terms and Conditions for Licensing of Updates of the Installed Software Products.**

a) Client is hereby granted the non-exclusive and nontransferable license and right to use the additional versions of the installed software products listed on the Cover of this Agreement which INCODE may release during the term of this Annual Software Maintenance Agreement. INCODE agrees to extend and Client agrees to accept a license subject to the terms and conditions contained herein for the installed software products.

b) The installed software products listed are licensed for use only for the benefit of Client listed on the cover of this Agreement. The software products are not licensed to perform functions or processing for subdivisions or entities that were not considered by INCODE when INCODE placed Client in the categories listed on the cover of this Agreement.

c) As long as a current Annual Software Maintenance Agreement is in place, this License may be transferred to another hardware system used for the benefit of Client. Client agrees to notify INCODE prior to transferring the licensed



## INCODE AGREEMENT TERMS AND CONDITIONS

products to any other system. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Client.

d) Client agrees that the software products are proprietary to INCODE and have been developed as a trade secret at INCODE's expense. Client agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the software products or accompanying documentation.

e) If Client has made modifications to the software products, INCODE will not support the modified software products, unless modifications were specifically authorized in writing by INCODE.

f) Client may make copies of the licensed software products for archive purposes only. The Client will repeat any proprietary notice on the copy of the software products. The documentation accompanying the product may not be copied except for internal use.

g) For as long as a current Annual Software Maintenance Agreement is in place, INCODE shall promptly correct any functions of the software products which fail to substantially comply with INCODE's documentation for the most current version of the software products. If Client has made modifications to the software products, INCODE will not make such corrections, unless modifications were specifically authorized in writing by INCODE.

### 5) Terms and Conditions for Support.

a) INCODE shall provide software related Client support during standard support hours. Currently, regular support hours are from 8:00am to 5:00pm Central Standard Time, Monday thru Friday, excluding holidays.

Extended support hours are from 7:00am to 8:00am CST and 5:00pm to 7:00pm CST, Monday thru Friday, excluding holidays. Incidents (problem calls) may be initiated via INCODE's toll free support line, via e-mail to INCODE's support group or via INCODE's support web-site during regular support hours. During extended support hours, incidents must be initiated via e-mail to INCODE's support group or via INCODE's support web-site. INCODE reserves the right to modify these support hours as INCODE sees fit in order to better serve its Client. Assistance and support requests which require special assistance from INCODE's development group will be taken and directed by support personnel. b) INCODE will maintain staff that is appropriately trained to be familiar with the software products in order to render assistance, should it be required. c) INCODE will provide Client with all updates that INCODE may make to the then current version of the installed software products covered in this Agreement.

d) Client acknowledges that the updates/enhancements may not be compatible with Client's particular hardware configuration or operating system. Client acknowledges that additional hardware and software may be required at the Client's expense in order to utilize the updates/enhancements.

e) INCODE will make available appropriately trained personnel to provide Client additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate plus expenses. *INCODE employs many*

## INCODE AGREEMENT TERMS AND CONDITIONS

*CPAs but is not a board registered CPA firm.*

f) INCODE shall provide Client with on-line support through the use of communications modem and software.

**6) Support Terms for Clients Not Participating in the Annual Software Maintenance Agreement.**

The Software License Agreement includes six months free maintenance. If Client elects not to participate in the INCODE Annual Software Maintenance Agreement, Client shall receive support on a Time and Materials basis following six months after the INCODE Software is installed in accordance with the following terms:

a) Clients not on Software Support Maintenance will receive the lowest priority for Software Support.

b) Clients not on Software Support Maintenance will be required to purchase new releases of the Software. New Releases will include fixes, enhancements and updates, such as, Tax Tables, W/2 reporting formats, 1099 changes, etc.

c) Clients not on Software Support Maintenance will be charged \$175 per hour with a one-hour minimum for all software support calls.

d) Clients not on Software Support Maintenance will not be granted access to INCODE's software support web-site.

e) Clients not on Software Support Maintenance are subject to higher rates for training and continuing education performed by INCODE employees. This is due to the fact that the Client may not be utilizing the most current version of our software.

f) INCODE will not guarantee a program fix to a documented bug for software versions that are not the currently released version. Since every Client is on Software Support

Maintenance, often times, bug fixes are rolled into the latest release and then sites are upgraded to the latest release of the software.

g) If a Client decides to discontinue Software Support Maintenance and later chooses to reinstate Software Support Maintenance, the Client will be required to pay the portion of annual software support maintenance fees for the Enhancement and Software Updates (27%), dating back to the date when the Client discontinued Software Support Maintenance. Once again, INCODE feels any Client not on Software Support Maintenance will not be satisfied with the level of support they will receive, which in turn, makes a dissatisfied Client. INCODE prides itself on customer satisfaction, which is why we strongly encourage every Client to purchase Software Support Maintenance.

**7) Additional Services.** The Services listed below are not included in the INCODE Software Maintenance Agreement. These services shall be provided at INCODE's discretion and will be billed on a Time and Materials basis at INCODE's current rates.

a) Changes to print programs.

b) Software modifications.

c) Software Training.

d) Responding to problems caused by bad data.

e) Responding to problems caused by hardware.

f) Responding to problems caused by operator error.

g) Responding to problems caused by software that is not INCODE software.

h) Responding to problems resulting from misuse, accidents, Client neglect, fire, or any other cause not within INCODE's reasonable control.

## INCODE AGREEMENT TERMS AND CONDITIONS

i) Changes made to the INCODE Software by someone other than INCODE personnel.

j) Any other services performed by INCODE not otherwise specifically provided for in this Agreement, including but not limited to, bank reconciliation, reconciling out of balance reports, balancing segments of the system, etc.

**8) Limitations and Exclusions.** The support and services of this Maintenance Agreement do not include the following:

a) Support service does not include the installation of the software products, onsite support, application design, and other consulting services, support of an operating system or hardware, or any support requested outside of normal business hours.

b) Client shall be responsible for implementing at its expense, all changes to the current version. Client understands that changes furnished by INCODE for the current version are for implementation in the current installed software products version, as it exists without customization or client alteration.

**9) Client Responsibilities.**

a) Client shall provide, at no charge to INCODE, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service. Such environment includes, but is not limited to; use of the appropriate operating system at the version and release levels specified by INCODE and additionally specifies that the environment for any INCODE software application requires the Client to have e-mail and Internet access.

Client shall provide telephone lines, communications software specified by INCODE, and all equipment necessary to use INCODE's on-line support. Client will be responsible for all additional costs incurred to the extent such hardware and software does not conform to INCODE's specifications. The acquisitions of necessary hardware and software meeting the requirements then in effect shall be sole responsibility of the Client.

b) Client shall maintain a dialup, IP or VPN connection through pcAnywhere, Citrix or Microsoft Terminal Services. INCODE, at its option, shall use the connection to assist with problem diagnosis and resolution. This connection shall be dedicated for the use of INCODE and shall not be shared with fax or internet connection line.

c) Client must maintain an active e-mail address capable of receiving a 5 MB attachment. This e-mail account must be accessible from a PC connected to the server hosting the INCODE software applications.

d) Client must open firewall ports to enable access to INCODE's FTP server for program updates via Live Update.

**10) Non-Assignability.** The Client shall not have the right to assign or transfer its rights hereunder to any party.

**11) Force Majeure.** INCODE shall not be responsible for delays in servicing the products covered by this Annual Software Maintenance Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.

**12) Limitation of Liability.** The liability of INCODE is hereby limited to a claim for a money judgment not exceeding the fees paid by the Client for



## **INCODE AGREEMENT TERMS AND CONDITIONS**

services under this Annual Software Maintenance Agreement. The client shall not in any event be entitled to, and INCODE shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature.

**13) Governing Law.** This Annual Software Maintenance Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile.

**14) Entire Agreement.**

a) This Annual Software Maintenance Agreement represents the entire agreement of Client and INCODE with respect to the maintenance of the software products and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this agreement it did not rely on any representations or warranties other than those explicitly set forth in this Annual Software Maintenance Agreement.

b) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Annual Software Maintenance Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Annual Software Maintenance Agreement shall be valid and enforced to the fullest extent permitted by law.

c) This Annual Software Maintenance Agreement may only be amended, modified or changed by written instrument signed by both parties.

d) Client should return an executed copy of this Agreement to INCODE. If the

Agreement is not returned to INCODE within 90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.

### **Hardware and System Software Agreement**

**1) Agreement to License or Sell Hardware.** For the price set forth in the Investment Summary (Hardware & System Software), INCODE agrees to license or sell and deliver to Client, and Client agrees to accept from INCODE the hardware and system software products set forth in the Investment Summary.

**2) License of Hardware.**

a) Upon Client's payment for the hardware listed in the Investment Summary, for the license fees set forth in the Investment Summary, INCODE shall grant to Client and Client shall accept from INCODE a non-exclusive, nontransferable, non-assignable license to the hardware and system software products and accompanying documentation and related materials for internal business purposes of Client, subject to the conditions and limitations in this section.

**3) Price.** Client agrees to pay INCODE and INCODE agrees to accept from Client as payment in full for the hardware and system software products, the price set forth in the Investment Summary at the following manner:

a) Twenty-five percent (25%) of the price of all hardware and system software products listed in the Investment Summary upon execution of this Agreement; and

b) The remaining balance of the price of each item delivered to Client upon delivery of each product.

## INCORE AGREEMENT TERMS AND CONDITIONS

c) In the event of any disputed invoice, Client shall provide written notice of such disputed invoice to Attention: INCORE Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to INCORE within fifteen (15) calendar days of Client's receipt of the invoice. An additional fifteen (15) days is allowed for the Client to provide written clarification and details for the disputed invoice. INCORE shall provide a written response to Client that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by INCORE and Client to resolve any issues presented in Client's notification to INCORE. Client may withhold payment of only the amount actually in dispute until INCORE provides the required written response, and full payment shall be remitted to INCORE upon INCORE's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if INCORE is unable to complete all material action steps required to remedy the disputed matter because Client has not completed the action steps required of them, Client shall remit full payment of the invoice.

d) Any invoice not disputed as described above shall be deemed accepted by the Client. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, INCORE reserves the right to suspend delivery of all services under the Investment Summary, the Software License Agreement, the Professional Services Agreement, the Maintenance

Agreement and this Hardware and System Software Agreement.

### 4) Costs and Taxes.

a) Unless otherwise indicated in the Investment Summary, the price includes costs for shipment of and insurance while in transit for the hardware and system software products from the supplier's place of manufacture to Client's site.

b) The price listed in the Investment Summary does not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by Client and shall be paid over to the proper authorities by Client or reimbursed by Client to INCORE on demand in the event that INCORE is responsible or demand is made on INCORE for the payment thereof. If tax-exempt, Client must provide INCORE with Client's tax-exempt number or form.

5) F.O.B. Point. Delivery of each hardware and system software product shall be F.O.B. Client's site.

6) Schedule of Delivery. Delivery of each hardware and system software product shall take place according to mutually agreeable schedule, but INCORE shall not be liable for failure to meet the agreed upon schedule if, and to the extent, said failure is due to causes beyond the control and without the fault of INCORE.

7) Client Delays. If any act or failure to act by the Client delays INCORE's performance, INCORE shall be excused from performance for an amount of time commensurate with the delay caused by Client. Client acknowledges that its

## INCODE AGREEMENT TERMS AND CONDITIONS

delay may excuse INCODE from performance for an amount of time greater than the delay caused by Client. Such delays by Client that may cause INCODE to delay performance include, but are not limited to failure to have prepared any data in the form and format requested by INCODE, on or before the date specified by INCODE or to have verified such data for accuracy, submission of erroneous data to INCODE or Client's failure to have completely prepared the Hardware's installation site prior to the Hardware's actual delivery including, but not limited to, failure to have all electrical work and cable installation completed.

**8) Installation and Verification.** If itemized in the Investment Summary, the price includes installation of the hardware and system software products. Upon the completion of installation, Client shall obtain from the installer a certification of completion, or similar document, which certification or similar document shall constitute Client's acceptance of the hardware and system software products. Such acceptance shall be final and conclusive except for latent defects, fraud, and such gross mistakes as amount to fraud and rights and remedies available to Client under the paragraph hereof entitled Warranties.

**9) Site Requirements.** Client shall prepare the installation site prior to the delivery of the hardware and system software. Client is solely responsible for and will furnish all necessary labor and material to install all associated electrical lines, CRT cables, and telephone lines for communication modems. Client is responsible for installing all required cables.

**10) Warranties.**

ALL WARRANTIES RELATING TO THE HARDWARE AND SYSTEM SOFTWARE ARE PROVIDED DIRECTLY FROM THE HARDWARE MANUFACTURERS AND/OR SOFTWARE PUBLISHERS UNDER THE TERMS AND CONDITIONS OF THEIR RESPECTIVE WARRANTIES. THE WARRANTIES SET FORTH IN THIS HARDWARE AND SYSTEM SOFTWARE AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS AND REMEDIES REPRESENTATIONS OR WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SYSTEM INTEGRATION.

**11) Maintenance.** There is no hardware maintenance provided pursuant to this Agreement. Hardware warranty and/or maintenance are typically provided by the manufacturer or a Third Party. In situations where INCODE and the Client agree that INCODE will provide hardware maintenance, such hardware maintenance shall be governed by the terms of INCODE's Annual Hardware Maintenance agreement.

**12) Limitation of Liability.** Client expressly assumes sole responsibility for the selection and use of the hardware and system software. In no event shall INCODE be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the hardware and system software products. INCODE's liability for



## INCODE AGREEMENT TERMS AND CONDITIONS

damages arising out of this Hardware and System Software Agreement, whether based on a theory of contract or tort, including negligence and strict liability shall be limited to the price of the hardware and system software products set forth in the Investment Summary. The prices set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Hardware and System Software Agreement.

**13) Dispute Resolution.** In the event of a dispute between the parties under this Hardware and System Software Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association.

**14) Governing Law.** This Hardware and System Software Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile.

**15) Cancellation or Termination.** In the event of cancellation or termination of this Hardware and System Software Agreement, Client will make payment to INCODE for all products and related services and expenses delivered or incurred prior to the termination or cancellation of this Hardware and System Software Agreement. Client may also be responsible for restocking fees.

**16) Entire Agreement.**

a) This Hardware and System Software Agreement represents the entire agreement of Client and INCODE with respect to the hardware and system software products and supersedes any prior agreements, understandings and representations, whether written, oral,

expressed, implied, or statutory. Client hereby acknowledges that in entering into this agreement it did not rely on any representations or warranties other than those explicitly set forth in this Hardware and System Software Agreement.

b) If any term or provision of this Hardware and System Software Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Hardware and System Software Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Hardware and System Software Agreement shall be valid and enforced to the fullest extent permitted by law.

c) This Hardware and System Software Agreement may only be amended, modified or changed by written instrument signed by both parties.

d) Client should return an executed copy of this Agreement to INCODE. If the Agreement is not returned to INCODE within 90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.

**17) Approval of Governing Body.** Client represents and warrants to INCODE that this Hardware and System Software Agreement has been approved by its governing body and is a binding obligation upon Client.

### Annual Hardware Maintenance Agreement

**1) Scope of Agreement.** For the prices set forth in the Investment Summary, Client requests to cover and INCODE agrees to cover the equipment specified

## INCODE AGREEMENT TERMS AND CONDITIONS

on the cover of this agreement in accordance with the following terms and conditions. INCODE requires all like-kind hardware to be covered (i.e. ALL cash drawers, ALL receipt printers, etc.).

2) **Price.** The Client agrees to pay the Annual Hardware Maintenance fee specified in this Agreement. INCODE guarantees this fee for the term of the Annual Hardware Maintenance Agreement. However, fees for subsequent years are subject to change.

3) **Payment.** Client agrees to pay the Annual Hardware Maintenance Agreement fee in accordance with the following terms:

a) The Client will be invoiced 12 months after the initial installation of the hardware.

b) In order for equipment to be eligible to be covered under this Annual Hardware Maintenance Agreement, the equipment must be covered beginning 12 months after the installation date of the equipment and must remain under continuous coverage on the Annual Hardware Maintenance Agreement

4) **Equipment Maintenance Program Terms.** INCODE agrees to provide the maintenance on the equipment specified under this agreement in accordance to the following terms:

a) In the event of equipment failure, INCODE will repair the defective equipment and provide the Client with "like or near like" equipment while the defective equipment is being repaired.

b) Client shall notify INCODE of equipment failure. Upon notification, INCODE will ship via over-night service to the Client the appropriate loaner equipment. The Client shall package the defective equipment in its original container and ship the equipment to INCODE.

c) Once the equipment is repaired, it will be shipped to the Client. Upon receipt of the repaired equipment the Client shall ship the loaner equipment back to INCODE. The loaner equipment should be shipped back to INCODE within two days of receiving the repaired equipment. The Client agrees to pay daily rental fees to INCODE if the loaner equipment is not shipped back to INCODE within the time frame specified.

d) The Client is responsible for shipping cost related to shipping equipment to INCODE. INCODE is responsible for shipping cost related to shipping equipment to the Client.

5) **Definitions.** The following definitions apply to the terms of this Annual Hardware Maintenance Agreement:

a) **Loaner Equipment.** Equipment loaned to the Client by INCODE for use while the Client's equipment is being repaired.

b) **Like or Near-Like Equipment.** Equipment compatible with the Client's computer system and capable of performing the tasks performed by the equipment being repaired.

6) **Limitation of Liability.** The liability of INCODE is hereby limited to that claim for the money judgment not exceeding the fees paid by the Client for services under this Annual Hardware Maintenance Agreement. The Client shall not in any event be entitled to, and INCODE shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature.

7) **Governing Law.** This Annual Hardware Maintenance Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile.



## **INCODE AGREEMENT TERMS AND CONDITIONS**

### **8) Entire Agreement.**

- a) This Annual Hardware Maintenance Agreement represents the entire agreement of Client and INCODE with respect to the maintenance of the hardware and system software products and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this agreement it did not rely on any representations or warranties other than those explicitly set forth in this Annual Hardware Maintenance Agreement.
- b) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Annual Hardware Maintenance Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Annual Hardware Maintenance Agreement shall be valid and enforced to the fullest extent permitted by law.
- c) This Annual Hardware Maintenance Agreement may only be amended, modified or changed by written instrument signed by both parties.
- d) Client should return an executed copy of this Agreement to INCODE. If the Agreement is not returned to INCODE within 90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.

### **Third Party Product Agreement**

- 1) **Agreement to License or Sell Third Party Products.** For the price set forth in the Investment Summary (Hardware & System Software), INCODE agrees to

license or sell and deliver to Client, and Client agrees to accept from INCODE the third party products set forth in the Investment Summary.

### **2) License of Third Party Software Products.**

- a) Upon Client's payment for the third party software products listed in the Investment Summary, for the license fees set forth in the Investment Summary, INCODE shall grant to Client and Client shall accept from INCODE a non-exclusive, nontransferable, non-assignable license to use the third party software products and accompanying documentation and related materials for internal business purposes of Client, subject to the conditions and limitations in this section.
- b) Ownership of the third party software products, accompanying documentation and related materials, shall remain with the third party manufacturer or supplier.
- c) The right to transfer this license to a replacement hardware system is governed by the Third Party. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Advance written notice of any such transfer shall be provided to INCODE.
- d) Client agrees that the third party software products are proprietary to the third party manufacturer or supplier and have been developed as a trade secret at the third-party's expense. Client agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the third party software products or accompanying documentation.
- e) Client shall not perform decompilation, disassembly, translation

## INCODE AGREEMENT TERMS AND CONDITIONS

or other reverse engineering on the software products.

f) Client may make copies of the software products for archive purposes only. Client will repeat any proprietary notice on the copy of the software products. The documentation accompanying the software products may not be copied except for internal use.

3) **Price.** Client agrees to pay INCODE and INCODE agrees to accept from Client as payment in full for the third party products, the price set forth in the Investment Summary at the following manner:

a) Twenty-five percent (25%) of the price of all third party products listed in the Investment Summary upon execution of this Agreement; and

b) The remaining balance of the price of each item delivered to Client upon delivery of each product.

c) In the event of any disputed invoice, Client shall provide written notice of such disputed invoice to Attention: INCODE Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to INCODE within fifteen (15) calendar days of Client's receipt of the invoice. An additional fifteen (15) days is allowed for the Client to provide written clarification and details for the disputed invoice. INCODE shall provide a written response to Client that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by INCODE and Client to resolve any issues presented in Client's notification to INCODE. Client may withhold payment of only the amount actually in dispute

until INCODE provides the required written response, and full payment shall be remitted to INCODE upon INCODE's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if INCODE is unable to complete all material action steps required to remedy the disputed matter because Client has not completed the action steps required of them, Client shall remit full payment of the invoice.

d) Any invoice not disputed as described above shall be deemed accepted by the Client. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, INCODE reserves the right to suspend delivery of all services under the Investment Summary, the Software License Agreement, the Professional Services Agreement, the Maintenance Agreement and this Third Party Product Agreement.

### 4) **Costs and Taxes.**

a) Unless otherwise indicated in the Investment Summary, the price includes costs for shipment of and insurance while in transit for the third party products from the supplier's place of manufacture to Client's site.

b) The price listed in the Investment Summary does not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by Client and shall be paid over to the proper authorities by Client or reimbursed by Client to INCODE on demand in the event that INCODE is responsible or demand is made on INCODE for the payment thereof. If tax-exempt, Client must provide INCODE

## INCODE AGREEMENT TERMS AND CONDITIONS

with Client's tax-exempt number or form.

**5) F.O.B. Point.** Delivery of each third party product shall be F.O.B. Client's site.

**6) Schedule of Delivery.** Delivery of each third party product shall take place according to mutually agreeable schedule, but INCODE shall not be liable for failure to meet the agreed upon schedule if, and to the extent, said failure is due to causes beyond the control and without the fault of INCODE.

**7) Installation and Verification.**

a) If itemized in the Investment Summary, the price includes installation of the third party products. Upon the completion of installation, Client shall obtain from the installer a certification of completion, or similar document, which certification or similar document shall constitute Client's acceptance of the third party products. Such acceptance shall be final and conclusive except for latent defects, fraud, and such gross mistakes as amount to fraud and rights and remedies available to Client under the paragraph hereof entitled Warranties.

**8) Site Requirements.** Client shall provide:

a) a suitable environment, location and space for the installation and operation of the third party products;

b) sufficient and adequate electrical circuits for the third party products; and

c) installation of all required cables.

**9) Warranties.**

a) INCODE is authorized by the manufacturer or supplier of all third party software products listed in the Investment Summary to grant licenses or sublicenses to such products.

b) Unless otherwise noted in any attached addendum, INCODE warrants that each third party product shall be

new and unused, and if Client fully and faithfully performs each and every obligation required of it under the Third Party Product Agreement, Client's title or license to each third party product shall be free and clear of all liens and encumbrances arising through INCODE.

c) The parties understand and agree that INCODE is not the manufacturer of the third party products. As such, INCODE does not warrant or guarantee the condition of the third party products or the operation characteristics of the third party products. d) THE WARRANTIES SET FORTH IN THIS THIRD PARTY PRODUCT AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS AND REMEDIES REPRESENTATIONS OR WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SYSTEM INTEGRATION.

**10) Maintenance.** It shall be the responsibility of Client to repair and maintain the third party products after acceptance. Support for Third Party Application Software is not provided by INCODE unless otherwise specified in this Agreement. INCODE's responsibility is limited to delivering the Third Party Application Software and installing the software if installation services are provided in this Agreement.

**11) Limitation of Liability.** Client expressly assumes sole responsibility for the selection and use of the Third Party Application Software. In no event shall INCODE be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use,



## INCODE AGREEMENT TERMS AND CONDITIONS

loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the third party products. INCODE's liability for damages arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability shall be limited to the price of the third party products set forth in the Investment Summary. The prices set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Third Party Product Agreement.

**12) Dispute Resolution.** In the event of a dispute between the parties under this Third Party Product Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association.

**13) Governing Law.** This Third Party Product Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile.

**14) Cancellation or Termination.** In the event of cancellation or termination of this Third Party Product Agreement, Client will make payment to INCODE for all products and related services and expenses delivered or incurred prior to the termination or cancellation of this Third Party Product Agreement.

**15) Entire Agreement.**

a) This Third Party Product Agreement represents the entire agreement of Client and INCODE with respect to the third party products and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering

into this agreement it did not rely on any representations or warranties other than those explicitly set forth in this Third Party Product Agreement.

b) If any term or provision of this Third Party Product Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Third Party Product Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Third Party Product Agreement shall be valid and enforced to the fullest extent permitted by law.

c) This Third Party Product Agreement may only be amended, modified or changed by written instrument signed by both parties.

d) Client should return an executed copy of this Agreement to INCODE. If the Agreement is not returned to INCODE within 90 days from the issue date, then such Agreement is subject to be voided and prices are subject to change.

**16) Approval of Governing Body.** Client represents and warrants to INCODE that this Third Party Product Agreement has been approved by its governing body and is a binding obligation upon Client.

# tylerworks.

## EXHIBIT 1 – DELIVERY ATTESTMENT

The Delivery Attestment test detailed below will be conducted following the INCODE software install and prior to the implementation. The test is performed using the INCODE Sample Database. This database contains general information applicable to all customers. Given this, the tests will not validate site specific functionality. Rather, the tests will affirm that the INCODE system is installed and performs base line functions. Customer specific functionality will be reviewed during the implementation phase when site-specific data will be built and applied against desired functionality.

Each suite has a space where clients will be asked to initial certifying the software has been installed and accepted. If a section does not apply to you, then please mark it as N/A. Please fill out the Client and Contact Name, initial the appropriate space and fax this document to (806) 797-4849, attn: Implementation.

<b>Client Name</b>	
<b>Contact Name</b>	
<b>Date</b>	

### Financial Suite

1. View General Ledger Account Manager (Initial)\_\_\_\_\_
2. View Budget Maintenance
3. View AP Vendor Manager
4. Find PO's in PO Inquiry
5. View Inventory Item Maintenance
6. View Fixed Assets Maintenance
7. View Deduction codes
8. View Pay Type codes
9. View Employee Manager
10. View HR Manager

### CIS Suite

1. View Fee Schedule with Rate Tables (Initial)\_\_\_\_\_
2. View Account Manager
3. View Contact and Property Consoles
4. View Bill Maintenance
5. View License Manager
6. View AR Customer Manager
7. View Permits Project Manager

### Court Suite

1. View Citation Maintenance (Initial)\_\_\_\_\_
2. View Fee Maintenance
3. View Offense Code Maintenance

21-33