# REVISED NOTICE OF MEETING CITY OF SOUTH PADRE ISLAND SHORELINE TASK FORCE

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

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

### MONDAY, NOVEMBER 6, 2017

3:00 p.m. at the Municipal Building, City Council Chambers, 2<sup>nd</sup> Floor 4601Padre Boulevard, South Padre Island, Texas

- 1. Call to Order.
- 2. Pledge of Allegiance.
- 3. Public Comments and Announcements: This is an opportunity for citizens to speak to Task Force relating to agenda or non-agenda items. Speakers are required to address the Task Force at the podium and give their name before addressing their concerns. [Note: State law will not permit the Shoreline Task Force to discuss debate or consider items that are not on the agenda. Citizen Comments may be referred to City Staff or may be placed on the agenda of a future Shoreline Task Force meeting]
- 4. Approval of the October 9, 2017 regular meeting minutes.
- 5. Discussion and possible action regarding HDR's South Padre Island Resilient Public Access and Education, Conservation, and Tourism Master Plan.
- 6. Discussion and possible action to recommend to City Council the approval of a Beach and Dune Permit for Isola Bella at 1300 Gulf Boulevard South Padre Island Texas. (Hill)
- 7. Discussion and possible action to recommend approval of proposed change order #2 for Ocean Circle beach access improvement project; extending the contract end date by 34 days to November 22, 2017.(Hill)
- 8. Discussion regarding participation in the national American Shore & Beach Preservation Association (ASBPA) conference: "Beaches, Bays and Beyond" held in Fort Lauderdale, Florida, October 24-27, 2017; "Policy Driven Erosion Management" (Hill)
- 9. Discussion regarding the outcome of the joint South Padre Island City Council and Shoreline Task Force Workshop held on October 19, 2017. (Hill)
- 10. Adjournment.



DATED THIS THE 3 RD DAY OF NOVEMBER 2017

Susan Hill, City Secretary

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE SHORELINE TASK FORCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS IS A TRUE AND CORRECT COPY OF SAID NOTICE AND THAT I POSTED A TRUE AND CORRECT COPY OF SAID NOTICE ON THE BULLETIN BOARD AT CITY HALL/MUNICIPAL BUILDING ON NOVEMBER 3, 2017 AT/OR BEFORE 3:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF AID MEETING.

Susan Hill, City Secretary

THIS FACILITY IS WHEELCHAIR ACCESSIBLE, AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT BUILDING OFFICIAL, DAVID TRAVIS; ADA DESIGNATED RESPONSIBLE PARTY AT (956) 761-8103.

<b>MEETING DATE:</b>	11/06/2017	
NAME & TITLE:	Brandon Hill, Shoreline Director	
<b>DEPARTMENT:</b>	Shoreline department	
Approval of October	9, 2017 regular meeting minutes.	
ITEM BACKGROUND		
BUDGET/FINANCIAL	SUMMARY	
None		
COMPREHENSIVE PL	AN GOAL	
LEGAL REVIEW		
Sent to Legal:	YES:	NO:
Approved by Legal:	YES:	NO:
Comments:		
RECOMMENDATIONS	S/COMMENTS	

# MINUTES CITY OF SOUTH PADRE ISLAND SHORELINE TASK FORCE

### **MONDAY, OCTOBER 9, 2017**

### I. Call to Order.

The Shoreline Task Force of the City of South Padre Island, Texas held a regular meeting on Monday, October 9, 2017, at the Municipal Complex Building, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island Texas. Chairman Troy Giles, called the meeting to order at 3:02 p.m. A quorum was present: Task Force Members Virginia Guillot, Kerry Schwartz, Thoren Thorbjørnsen, Stormy Wall, Neil Rasmussen, and Norma Trevino were present at the meeting

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

## II. Pledge of Allegiance.

Mr. Troy Giles led the Pledge of Allegiance.

### III. Public Comments and Announcements.

Taskforce member Thoren Thorbjørnsen, started that she would be unavailable for the next collaborative meeting with the South Padre City Council.

# IV. Approval of the September 25, 2017 regular meeting minutes.

Task Force Member Kerry Schwartz made a motion to approve the September 25, 2017 meeting minutes, seconded by Stormy Wall. Motion passed unanimously.

## V. Discussion and possible action on ongoing Shoreline Department projects and events:

- a. CMP Walkover Project at Sea Side circle
- b. CMP Walkover Project at Ocean circle
- c. CMP Walkover Project at Moonlight circle
- d. Demonstration of equipment, on loan, for cleaning the beach.
- e. Sand Castle days

Shoreline Management Director Brandon Hill gave an update and synopsis of the topics A-E. No action was taken.

# VI. Discussion and possible action to recommend to City Council the approval of a Beach and Dune Permit to E.B. Merit for removal of vegetation on lot and exchange of material at 5102 Gulf Blvd. (Hill)

Task Force member Neil Rasmussen made a motion, seconded by Norma Trevino to recommend to City Council the approval of a Beach and Dune Permit to E.B. Merit for removal of vegetation on lot and exchange of material at 5102 Gulf Blvd. The motion passed unanimously

# VII. Discussion and possible action on recommending to the Texas General Land Office a Beach and Dune Application for Isola Bella at 1300 Gulf Boulevard South Padre Island Texas. (Hill)

Task Force member Kerry Schwartz made a motion, seconded by Virginia Guillot to recommend to the Texas General Land Office a Beach and Dune Application for Isola Bella at 1300 Gulf Boulevard South Padre Island Texas. The motion passed unanimously

### VIII. Shoreline Department 2017- 2018 fiscal year budget presentation. (Hill)

Shoreline Management Director Brandon Hill gave a presentation, and answered questions regarding the departmental budget for the 2017-2018 fiscal year. No action was taken.

## VIII. Adjournment.

There being no further business, Task Force C	hairman Troy Giles adjourned the meeting at 4:01
p.m.	
Jose Aguilar, Program Coordinator	Troy Giles, Chairman

Brandon Hill, Shoreline Director

<b>DEPARTMENT:</b> Shoreline department
ITEM
Discussion and possible action regarding HDR's South Padre Island Resilient Public Access and Education, Conservation, and Tourism Master Plan.
ITEM BACKGROUND
HDR is on contract to administer the City's GOMA Grant. It involves public outreach, local research and extensive review of existing city documents in order to create a master plan that encompasses the City's shoreline goals. HDR will review existing plans and formulate new suggestions to provide guidance and goals for our future.
BUDGET/FINANCIAL SUMMARY
COMPREHENSIVE PLAN GOAL
LEGAL REVIEW   Sent to Legal: YES:
Comments:
RECOMMENDATIONS/COMMENTS

**MEETING DATE:** 11/06/2017

NAME & TITLE:



August 23, 2017

MCN10060129

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

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

Mr. Hill:

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

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

below and provides a roadmap to achieving City Council Approval and Adoption by the end of March 2018.



## Task 1. Project Initiation

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

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

### Deliverables:

Draft Evaluation and Prioritization Methodology Matrix

### Assumptions:

One conference call with up to three HDR staff

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

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

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

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

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

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

### Deliverables:

Draft Evaluation and Prioritization Matrix

### Assumptions:

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

# Task 3. Vision, Goals, and New Ideas

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

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

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

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

### Deliverables:

- Workshop Presentation
- Final Evaluation and Prioritization Matrix

### Assumptions:

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

# Task 4. Draft Master Plan

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

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

### Deliverables:

Draft Master Plan (approximately 40-page report)

### Assumptions:

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

# Task 5. Master Plan Finalization

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

### Deliverables:

Final Master Plan, with public comments added as an Appendix

### Assumptions:

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

# Task 6. City Council Presentation

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

### Deliverables:

City Council Presentation (PowerPoint)

### Assumptions:

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

### FEE

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

\$ 4,135 \$ 8,799
\$ 8,799
\$ 23,160
\$ 15,613
\$ 11,743
\$ 6,332
\$ 69,782

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

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

Sincerely, HDR ENGINEERING, INC.	
ADR ENGINEERING, INC.	AGREED TO AND ACCEPTED: CITY OF SOUTH PADRE ISLAND
M. Cameron Perry, P.E.	Printed Name:
Coastal Project Manager	
	Title:
Artam D. Celwer	Signature:
Arthur B. Colwell, P.E.	
Managing Principal/Vice President	Date:

Attachments:

Contract Terms and Conditions

# HDR Engineering, Inc. Terms and Conditions for Professional Services

#### 1. STANDARD OF PERFORMANCE

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

### 2. INSURANCE/INDEMNITY

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

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

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

### 4. CONSTRUCTION PROCEDURES

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

### 5. CONTROLLING LAW

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

### 6. SERVICES AND INFORMATION

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

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

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

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

### 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

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

### 8. RE-USE OF DOCUMENTS

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

### 9. TERMINATION OF AGREEMENT

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

### 10. SEVERABILITY

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

### 11. INVOICES

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

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

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

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

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

#### 12. CHANGES

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

### 13. CONTROLLING AGREEMENT

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

### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

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

### 15. HAZARDOUS MATERIALS

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

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

### 16. EXECUTION

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

### 17. ALLOCATION OF RISK

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

### 18. LITIGATION SUPPORT

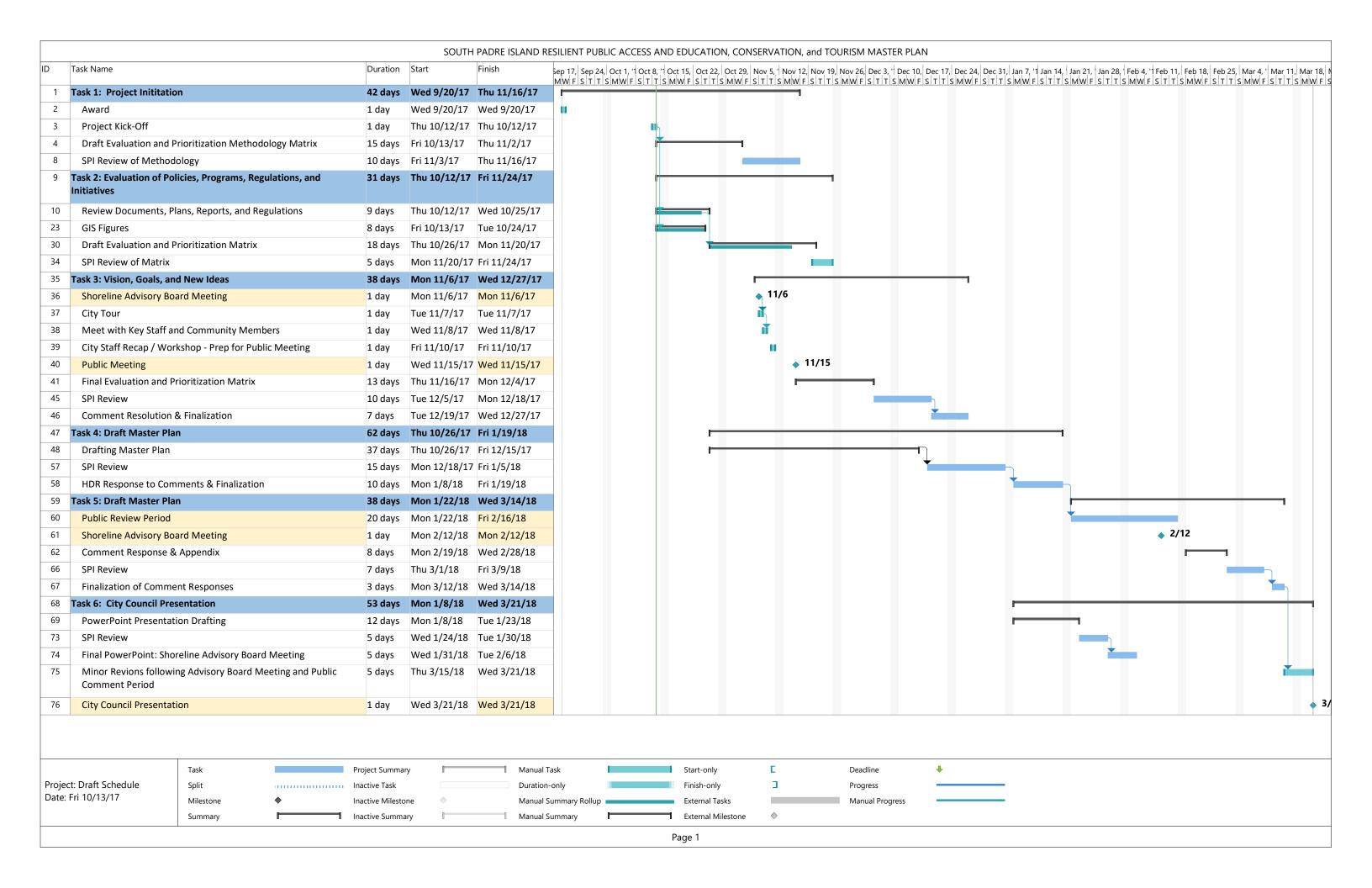
In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate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

### 19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement.

### 20. UTILITY LOCATION

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



<b>MEETING DATE:</b>	11/06/2017
NAME & TITLE:	Brandon Hill, Shoreline Director
<b>DEPARTMENT:</b>	Shoreline department
ITEM	
_	ble action to recommend to City Council the approval of a Beach and Dune at 1300 Gulf Boulevard South Padre Island Texas. (Hill)
ITEM BACKGROUND	
This Beach and Dune	s permit is for the installation of a 100 foot section of Mobi-Mat.
BUDGET/FINANCIAL	SUMMARY
None	
COMPREHENSIVE PL Chapter III. Parks and	
Policy 1.1.3: the City beach.	should actively engage in creating, preserving, and enhancing access to the
LEGAL REVIEW Sent to Legal:	YES: NO: _X
Approved by Legal:	YES: NO: <u>X</u> NO: <u>X</u>
Comments:	
RECOMMENDATIONS	S/COMMENTS

Staff recommends the approval.



October 20, 2017

Via Electronic Mail

Brandon Hill Shoreline Management Director City of South Padre Island 4601 Padre Blvd. South Padre Island, Texas 78597-3410

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

**Site Address:** 1300 Padre Boulevard, South Padre Island

**Legal Description:** Lot 3 – Replat of Lots 1-3, Miramar Subdivision and Sand Piles Subdivision

**Lot Applicant**: Isola Bella Condominiums c/o Alex Blancas

**GLO ID No.:** BDSPI-17-0310

Dear Mr. Hill:

The General Land Office (GLO) has reviewed the application for a dune protection permit and beachfront construction certificate for the above-referenced location. The applicant proposes to place a 100-foot section of Mobi-mat in an existing beach access pathway without causing adverse effects to dunes and dune vegetation. According to the Bureau of Economic Geology, the area is considered accreting.

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

- During construction activities, the applicant must avoid any adverse effects to dunes or dune vegetation.<sup>1</sup>
- The proposed construction activities must not result in the potential for increased flood damage to the proposed construction site or adjacent property, result in runoff or drainage patterns that aggravate erosion, cause significant changes to dune hydrology, adversely effect dune complexes or dune vegetation, or significantly increase the potential for washovers or blowouts to occur.<sup>2</sup>

If you have any questions, please contact me at (512) 463-9109 or at rajiv.vedamanikam@glo.texas.gov.

Sincerely,

Rajiv Vedamanikam

Beach Access & Dune Protection Program

Coastal Resources Division Texas General Land Office

<sup>&</sup>lt;sup>1</sup> 31 Tex. Admin. Code § 15.4(f)(3).

<sup>&</sup>lt;sup>2</sup> 31 Tex. Admin. Code § 15.4(d).



# Beach & Dune Application

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

Site for Pro	pposed Work
Legal Description: LOT3-REPLAT LOTS!, 2 = 3  OF MIRAMAN SUBDIVISION PAID	Physical Address: 1800 GULT BLV P.  501. TX 78597
	= SOUTH PADE / SLAND, CAMERON DOUNTY, TEXAS
Property Owner Information	Applicant / Agent for Owner
Name 13011 BELLA PONDOMINIUMS HOADS  Mailing Address: 1300 GULF BLVD.  City: SOUTH PADES 1 SMAND State TX  Zip: 78597 Country CAMERON / USA.  Phone Number: 956-761-6333  Fax Number:  E-Mail Address: ISOLA BELLASPIC SBC GLOBIL MER	Malling Address:         1300 GULF BLVD.           City:         SOUTH PADLE ISLAND         State: TX.           Zip:         78597         Country: CDMERON/USA           Phone Number:         956-761-6333           Fax Number:         —
Owner(s) Signature(s):  Date: 10/4/17  Regional	Applicant Signature: SEPTEMBSR
	Description
Describe with as much as detail as possible, the construction proposed of more room is needed, ples kinds of fences, whether footings and/or retaining walls will be installed, and locations of proposed land	ase include an additional page. Include the number of habitable units, amenities, swimming pools, fences, scaping and parking.
SETUP A MATTROM THE ZOOT OF	F BOARBUSIK-OUER SAMA ALONG FOR
100 FT. AND 5 FT OF WISTH, =	SUCHI MITIS MIDE OUT OF A EFRYELFA
PLASTIC MANUFACTURED BY A C	POMBLY REFERRED BY THE BESCH ;
	SED FIXED PHOTOS OF THE SREA
WHERE THE MAT WILL BE	
250 2003200	
Total Square Footage of Footprint of Habitable Structure:	
Total Area of impervious Surface (i.e. retaining walls, walkways, drives, patios, etc.):	
Percentage Impervious Surface [(impervious surface / habitable footprint)* 100]:	
Please Note: the percentage of impervious surface cannot exceed 5% in an eroding	ng area.
Approximate Duration of Construction:	- Total

Financial Plan for the Removal of All Hard Structures
All properties which are allowed to build retaining walls on their property are allowed to do so with the condition that a financial plan for the removal of the retaining wall is submitted to the Public Works Department of the City of South Padre Island. Removal of the retaining wall at the owner's expense may be required if/once the retaining wall comes into regular contact with wave action for twenty (20) out of thirty (30) consecutive days. The City accepts the submission of a Retaining Wall Covenant, or other financial guarantee, insuring the removal of the retaining wall if the required conditions are met.
Type of Plan Submitted: Date Submitted:
Drainage 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: N/A
Impacts to Beach / Dune System
Answer each question as completely as possible in narrative form.
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: NON E
2. How will the proposed construction after the dune size/shape at the project site?
No change to dune size/shape whatsoever,
The proposed construction will change% of the size/shape of dunes on site. (Details will be required.)
The proposed construction will require the removal and relocation of% of the dunes on site. (The submission of a miligation plan will be required.)
Explanation / Other Information:
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:
Expanation / Outer minimation.
4. Describe alternatives to the proposed construction or method of construction which will cause fewer or no adverse effects on dunes and dune vegetation
NONE
<ol> <li>Describe alternatives to the proposed construction or method of construction which will cause fewer or no adverse impairment to beach access.</li> </ol>
NONE

Į.			
		Mitigation Plan	
	Describe the mel	thods which you will use to avoid, minimize, mitigate and/or compensate for any adverse effects on dunes or dune vegetation.	
Explanation	on / Other Information:	MAT DLONG WILL BE FIXED DOWN DAY THE SAND.	
-		WITHOUT DISTURBING, MEGETATICA DRELSE	
Financial	Plan for Dune Mitigation:		
		uarantee (irrevocable letter of credit or a performance bond, etc.) may be necessary to insure the mitigation of dunes/dune vegetation	
	e as proposed and required of the an Submitted:	1045	
Type of Pi	an Submitted.	Date of Subhitssion.	
		Checklist of Additional Required Application Information	
An accura	ite map, plat or site plan showl	ing:	
	Legal description of the prop	perty (lot, block, subdivision) and the immediately adjoining property.	
	2. Location of all existing struc	tures - including the habitable and inhabitable structures, swimming pools, decks, fences, parking areas, landscape areas, etc.	
	Location of the Historical Bu north and to the south.	silding Line on the subject property and the extension of the line on the properties immediately adjoining the subject property to the	
	4. Location and elevation of extre south.	xisting retaining walls - both on the subject property and those properties immediately adjoining the subject property to the north and to	
	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 <b>0</b> Topographical survey of the grade	site identifying all elevations, existing contours of the project area (including dunes and scales) and the proposed contours of the final	
Other req	uired application information:		
	1.e. A grading and launut plan a	howing proposed contours for the final grade.	
		tion(s) of the structure proposed to be constructed or expanded.	
	#5 F25	ch clearly show the current location of the vegetation line & existing dunes on the tract within the last 6 months.	
	The state of the s	p showing the location of the subject property. (FEMA.GOV - Map Search)	
		a minimity and manager or true manifests by tables 12 "Figure 1 and 1 an	

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

5g Copy of the Historical Erosion Rate Map as determined by the University of Texas at Austin, Bureau of Economic Geology. (beg.utexas.edu)

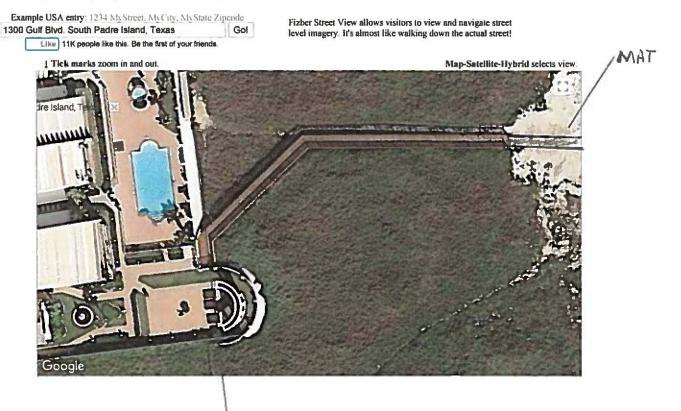
6. Application Fee of \$180 for Staff Approved applications and \$300 for City Council Approved applications.

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



### Satellite View of My House

Note: This free street level "Find My House" service is available for addresses in the USA, Canada, France, Germany, Italy, Spain, Japan, Australia, and New Zealand. Additional countries will be added as Google Maps launches in other countries.



HBL



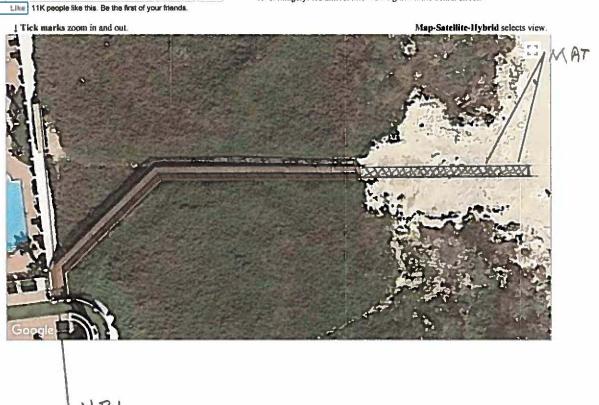


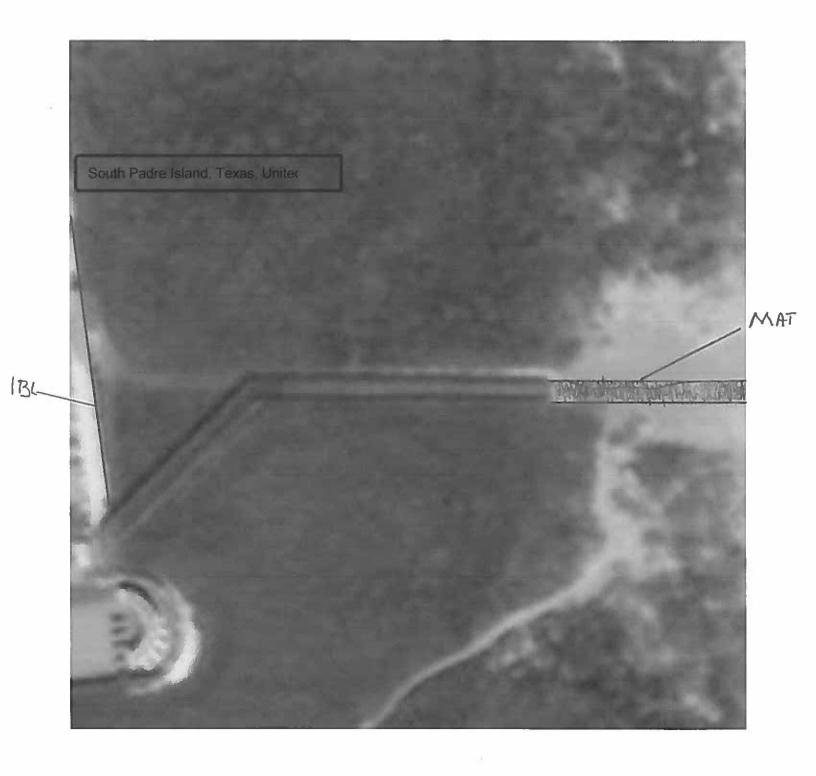
### Satellite View of My House

Note: This free street level "Find My House" service is available for addresses in the USA, Canada, France, Germany, Italy, Spain, Japan, Australia, and New Zealand. Additional countries will be added as Google Maps launches in other countries.

Example USA entry: 1234 MyStreet, MyCity, MyState Zipcode
1300 Gulf Blvd, South Padre Island, Texas Gol

Fizber Street View allows visitors to view and navigate street level imagery. It's almost like walking down the actual street!









218 Little Falls Rd, #7 Cedar Grove, NJ 07009

# Quote

Date	Quote #
9/12/2017	E1659

Customer		Ship To			
Isola Bella Condominiums Alex Blancas 1300 Gulf Blvd. South Padre Island, TX. 78597		A 1:	sola Bella Condominiu Jex Blancas 300 Gulf Blvd. outh Padre Island, TX	•	
Isolabo	ellaspi@sbcglobal.net				
Rep	Terms	FOB	Customer C	ontact C	ustomer Phone
BGPR	100% at time of order	New-Jersey			
ltem		Description	Qty	Cost	Total
DISCOUNT DELIVERY	with two C, one X co Discount Boxing/crating, Ship If you have question ordering please cont	OWN EAGLE 5' x 100' Equippennection and staples ping, Handling, Delivery s or would like to proceed with act Bruce Glen at 917-459-9113 of mobi-mat-dms.com	or	3,719.00 -557.85 398.52	-557.85
Freight Quote	is an estimate only and may	be subject to change at time of sh	nipment	Subtotal	\$3,559.67
		roved by your representative your quoted and will become a binding		Sales Tax (0.0	%) \$0.00
Credit Card Payments will be assessed a 3% fee.			Total		

Signature

Currency Shown is U.S. Dollar - Foreign customers please remit payment in USD to avoid re-invoicing of any exchange rate loss or fees.



To avoid CC Fees payment can be made by check in U.S. Dollars or ACH to: Bank of America, Bank Code/Routing# 021200339, Account# 3810 4429 3741, SWIFT Code: BOFAUS3N



<b>MEETING DATE:</b>	11/06/2017
NAME & TITLE:	Brandon Hill, Shoreline Director
DEPARTMENT:	Shoreline department
	ble action to recommend approval of proposed change order #2 for Ocean approvement project; extending the contract end date by 34 days to November
ITEM BACKGROUND	
improvements projec	ing Engineers (ICE) received Change Order no.02 for Ocean Beach Access ton October 17, 2017. Pursuant to the clauses of this contract for delays the contractor GDA requests a project timeline extension.
BUDGET/FINANCIAL	SUMMARY
Comprehensive PI Chapter III. Parks and Policy 1.1.3: Strategy 1.1.3.1 The	
	eached access to the dune, at all designated beach access points.
LEGAL REVIEW Sent to Legal: Approved by Legal: Comments:	YES: NO:X NO:X NO:X
RECOMMENDATION	S/COMMENTS

Staff recommends approval of the change order.



City of South Padre Island

Attn: Mr. Brandon Hill Shoreline Management Director 4601 Padre Blvd. South Padre Island, TX 78597

Re: Ocean Circle Beach Access Improvements Change Order No.02 Review

Dear Mr. Hill,

On October 17, 2017, our office received Change Order No.02 for the Ocean Circle Beach Access Improvements project, dated October 17, 2017 (attached), and after review our office has determined that the change order is accurate for the additional days needed to accommodate for the use of a subcontractor on a separate project at the City's request, as well as weather days. ICE recommends the change order amount of 34 calendar days be considered for approval to the contract and the contract end date to be extended to November 22, 2017.

If you have any questions or need additional information, please feel free to contact me at (361) 826-5805 or by email at ji@icengineers.net

Sincerely,

Jesus J. Jimenez, PE, CFM

**Project Manager** 



### CITY OF SOUTH PADRE ISLAND OCEAN CIRCLE BEACH ACCESS IMROVEMENTS BEACH ACCESS POINT #2 **Request for Time Extension**

October 17, 2017 Contract/PO #: CC1703

Mr. Carlos Montalvo,

Please accept this letter as GD's request for time extension to complete our scope of work for the project identified above.

Due to the Owner's request to utilize GD's Trex materials for other projects beyond the scope of the subject contract, there has been a delay in construction at the Beach Access Point #2 project site. Materials were off-hand for 18 calendar days, 9/19/17 through 10/6/17.

GD has also experienced rain delays amounting to 15 days.

Rain Days:

6/26/17, 6/27/17, 7/7/17, 7/12/17, 7/17/17, 8/10/17, 8/25/17, 9/5/17, 9/8/17, 10/3/17, 10/4/17, 10/5/17, 10/10/17, 10/11/17, and 10/12/17

Pursuant to the clauses of this contact for delays beyond the control of the Contractor, GD requests the time associated with the project time line extension. The revised, expected completion date is now November 22, 2017.

We appreciate the opportunity to work with you towards successful completion of this project.

Respectfully,

Christophe Digitally signed

by Christopher J.

r J.

Cardenas

Cardenas

Date: 2017.10.17 09:23:45 -05'00'

Christopher J. Cardenas, SPM

NAME & TITLE:	Brandon Hill, Shoreline Director
<b>DEPARTMENT:</b>	Shoreline department
ITEM	
Association (ASBPA	g participation in the national American Shore & Beach Preservation) conference: "Beaches, Bays and Beyond" held in Fort Lauderdale, Florida, "Policy Driven Erosion Management" (Hill)
ITEM BACKGROUND	
attended the national presentation "Policy I	ASPBA conference in Ft. Lauderdale Florida and presented a power point Driven Erosion Management", and also participated in many of sessions held BUDM and Erosion Controls.  SUMMARY
COMPREHENSIVE PL	AN GOAL
LEGAL REVIEW Sent to Legal: Approved by Legal: Comments:	YES: NO:X YES: NO:X
RECOMMENDATION	S/COMMENTS

**MEETING DATE:** 11/06/2017

<b>MEETING DATE:</b>	11/06/2017
NAME & TITLE:	Brandon Hill, Shoreline Director
<b>DEPARTMENT:</b>	Shoreline department
ITEM	
	the outcomes of the joint South Padre Island City Council and Shoreline held on October 19, 2017. (Hill)
ITEM BACKGROUND	
A. A review of the B. A review of grant Resource Cook Response Plant C. A discussion resource.	vas held on October 9. 2017 and the topics for discussion included: ne Dune Protection, and Historical Building lines located on the Island uidelines and regulations: TGLO beach and Dune guidelines, Texas Natural de, Texas Administrative Code, and City of South Padre Island Erosion regarding beach access improvement options regarding future ordinance, guidelines and regulations
BUDGET/FINANCIAL	SUMMARY
COMPREHENSIVE PL	AN GOAL
LEGAL REVIEW Sent to Legal: Approved by Legal: Comments:	YES: NO:X NO:X NO:X
RECOMMENDATIONS	S/COMMENTS