

**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, OCTOBER 16, 2019

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

1. Call to order
2. Pledge of Allegiance and Texas Pledge
3. Public Comments and Announcements: *This is an opportunity for citizens to speak to Council relating to agenda or non-agenda items. Speakers are required to address Council at the podium and give their name before addressing their concerns. [Note: State law will not permit the City Council to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to City Staff or may be placed on the agenda of a future City Council meeting]*
4. Presentations and Proclamations:
 - a. Presentation: October Bird of the Month
5. Approve Consent Agenda:
 - a. Approve minutes of October 2, 2019 regular meeting. (Manning)
 - b. Approve invoices for payment. (Gimenez)
 - c. Approve a budget amendment to allocate grant funds for training in the amount of \$12,384. (Fowler)
 - d. Approve a budget amendment to allocate grant funds for training in the amount of \$550. (Fowler)
 - e. Approve the 2018-2019 contracts with Cameron County Emergency Services District No. 1 for Fire and EMS services in the unincorporated area designated as Zone 6 on South Padre Island. (Fowler)
 - f. Approve an excused absence for Council Member Alita Bagley from the October 2, 2019 City Council meeting. (Bagley)
 - g. Approve second and final reading of Ordinance No. 19-15 to amend Chapter 23 of the City Code of Ordinances pertaining to the City subdivision regulations, by repealing and replacing Section 23-04, 23-05, 23-09, 23-12, 23-14 and 23-15. (Hanley)
 - h. Approve second and final reading of Ordinance No. 19-16 amending the City's fiscal year 2018-2019 operating budget to incorporate prior budget amendments and budget modifications for the months of March 2019 through September 2019. (Gimenez)

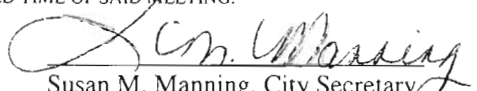
6. Discussion and possible action regarding the undeveloped White Sands right-of-way west of Padre Boulevard. (Hanley)
7. Discussion and action to approve and adopt first reading of Ordinance No. 19-17 amending the Fee Schedule for Fire, Building, Planning (including Parks & Recreation Division), Transit, Shoreline, Finance, Public Works Departments; including text amendments to Chapter 2, Section 2-75, Chapter 4, Section 4-3, Chapter 4, Section 4-16 and City website. (Hanley) (Tabled from September 18, 2019 meeting)
8. Discussion and possible action regarding current contract with Focused Advocacy Group for legislative guidance and consultation services. (Smith/Dalton)
9. Discussion and action to authorize the City Manager to enter into negotiations for contract of professional services for the Wind and Water Sport Park. (Boburka)
10. Discussion and action to enter into an Interlocal Agreement with the University of Texas Rio Grande Valley and authorize the City Manager to execute the agreement. (Caum)
11. Discussion and action to approve Trane for the emergency repairs of the Convention Centre air handlers in the amount of \$44,871.69, authorize the City Manager to execute the contract and approve budget amendment in the amount of \$45,000 from excess reserves. (Caum)
12. Discussion and action to authorize the City Manager to approve an agreement with Motorola Solutions, Inc. for maintenance services for the police communication console in Dispatch. (O'Carroll)
13. Discussion and action to consider cancelling or rescheduling the December meetings and January 1, 2020 regular City Council meeting due the holidays. (Manning)
14. 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 551.087, DISCUSS (1) COMMERCIAL OR FINANCIAL INFORMATION RECEIVED FROM A BUSINESS PROSPECT WITH WHICH THE CITY IS CONDUCTING NEGOTIATIONS, OR (2) FINANCIAL OR OTHER INCENTIVES TO THE BUSINESS PROJECT.

DATED THIS THE 10TH DAY OF OCTOBER 2019


Susan M. Manning, 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 **OCTOBER 10, 2019**, 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. Manning, City Secretary



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

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

MEETING DATE: October 16, 2019

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 October 2, 2019 regular meeting. (Manning)
- b. Approve invoices for payment. (Gimenez)
- c. Approve a budget amendment to allocate grant funds for training in the amount of \$12,384. (Fowler)
- d. Approve a budget amendment to allocate grant funds for training in the amount of \$550. (Fowler)
- e. Approve the 2018-2019 contracts with Cameron County Emergency Services District No. 1 for Fire and EMS services in the unincorporated area designated as Zone 6 on South Padre Island. (Fowler)
- f. Approve an excused absence for Council Member Alita Bagley from the October 2, 2019 City Council meeting. (Bagley)
- g. Approve second and final reading of Ordinance No. 19-15 to amend Chapter 23 of the City Code of Ordinances pertaining to the City subdivision regulations, by repealing and replacing Section 23-04, 23-05, 23-09, 23-12, 23-14 and 23-15. (Hanley)
- h. Approve second and final reading of Ordinance No. 19-16 amending the City's fiscal year 2018-2019 operating budget to incorporate prior budget amendments and budget modifications for the months of March 2019 through September 2019. (Gimenez)

RECOMMENDATIONS/COMMENTS

Approve Consent Agenda

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

MEETING DATE: October 16, 2019

NAME & TITLE: Susan Manning, City Secretary

DEPARTMENT: City Manager's Office

ITEM

Approve the minutes of October 2, 2019 regular meeting.

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

5-2

MINUTES
CITY OF SOUTH PADRE ISLAND
CITY COUNCIL REGULAR MEETING

WEDNESDAY, OCTOBER 2, 2019

I. CALL TO ORDER

The City Council Members of the City of South Padre Island, Texas held a Regular Meeting on Wednesday, October 2, 2019, 2019 at the Municipal Complex Building, 2nd Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor McNulty called the meeting to order at 6:00 p.m. A quorum was present: Mayor Patrick McNulty, Council Members Ken Medders, Jr., Kerry Schwartz, Joe Ricco and Eva-Jean Dalton. Absent was Council Member Alita Bagley.

City staff members present were City Manager Randy Smith, Public Works Director Alex Sanchez, Chief of Police Claudine O'Carroll, Shoreline Director Kristina Boburka, CVB Director Ed Caum, Planning Director Aaron Hanley, Information Technology Director Mark Shellard, Public Information Officer Angelique Soto, Police Sergeant Gilbert Silva, EMS Captain Oziel Garcia and City Secretary Susan Manning.

II. PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Mayor McNulty led the Pledge of Allegiance.

III. PUBLIC COMMENTS AND ANNOUNCEMENTS

Public comments and announcements were given at this time.

IV. PRESENTATIONS AND PROCLAMATIONS:

- a. **PROCLAMATION: 2019 FIRE PREVENTION WEEK**
- b. **PROCLAMATION: NATIONAL BREAST CANCER AWARENESS MONTH**
- c. **PROCLAMATION: DOMESTIC VIOLENCE AWARENESS MONTH**

V. APPROVE CONSENT AGENDA:

Council Member Medders made a motion, seconded by Council Member Schwartz to approve the Consent Agenda. Motion carried on a unanimous vote.

- a. **APPROVE MINUTES OF SEPTEMBER 18, 2019 WORKSHOP AND REGULAR MEETING. (MANNING)**
- b. **APPROVE INVOICES FOR PAYMENT. (GIMENEZ)**

5-3

Invoices approved for payment were paid by General Fund checks numbered 145406 through 145505 and EFT payments totaling \$759,832.76.

- c. **APPROVE RESOLUTION NO. 2019-42 FOR THE TEMPORARY CLOSURE OF PARK ROAD 100 (PADRE BOULEVARD) FOR THE ANNUAL 2019 CHRISTMAS PARADE ON FRIDAY, DECEMBER 6, 2019 WITH A BACKUP DATE OF FRIDAY, DECEMBER 13, 2019 IN CASE OF INCLEMENT WEATHER AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT). (HUFFMAN)**

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2019-42, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- d. **APPROVE AMENDMENT FOR PROJECT GRANT AGREEMENT RPT 1903(29)39_19 IN THE AMOUNT OF \$157,588 AND AUTHORIZE THE CITY MANAGER TO ENTER INTO GRANT. (ARRIAGA)**
- e. **APPROVE BUDGET AMENDMENT TO ACCEPT AND ALLOCATE AUCTION PROCEEDS IN THE AMOUNT OF \$25,658 TO COVER FLEET PURCHASES AS IDENTIFIED IN THE FLEET DMAIC. (SANCHEZ)**

VI. UPDATE, DISCUSSION AND POSSIBLE ACTION ON THE GOLF CART STEERING COMMITTEE. (DALTON)

Council Member Dalton gave an update on what the Golf Cart Steering Committee would be recommending in the future to City Council. No action taken.

VII. DISCUSSION AND ACTION ON FIRST READING TO ADOPT ORDINANCE NO. 19-15 AMENDING CHAPTER 23 – SUBDIVISION REGULATIONS TO COMPLY WITH AMENDED STATE LEGISLATURE. (HANLEY)

Council Member Schwartz made a motion to approve first reading of Ordinance No. 19-15 amending Chapter 23 – Subdivision Regulations. Motion was seconded by Council Member Dalton, which carried unanimously.

VIII. DISCUSSION AND ACTION ON FIRST READING TO ADOPT ORDINANCE NO. 19-16 AMENDING THE CITY'S FISCAL YEAR 2018-19 OPERATING BUDGET TO INCORPORATE PRIOR BUDGET AMENDMENTS AND BUDGET MODIFICATIONS FROM THE MONTHS OF MARCH 2019 THROUGH SEPTEMBER 2019. (GIMENEZ)

Council Member Ricco made a motion, seconded by Council Member Schwartz to approve first reading of Ordinance No. 19-16 amending the 2018-19 operating budget to

5-4

incorporate prior budget amendments/modifications for the months of March 2019 through September 2019. Motion passed on a unanimous vote.

XI. DISCUSSION AND ACTION REGARDING THE REQUEST FOR PROPOSALS (RFP) FOR SPI GROUP BUSINESS MEDIA AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH THE ATKINS GROUP. (CAUM)

Council Member Ricco made a motion to award the SPI Group Business Media contract to The Atkins Group and authorize the City Manager to execute the agreement. Council Member Schwartz seconded the meeting. Motion carried unanimously.

X. DISCUSSION AND ACTION TO AWARD THE CONTRACT FOR REPAIRS OF THE CONVENTION CENTRE MARLEY COOLING TOWER MOTOR, GEARBOX, SHAFT AND FAN ASSEMBLY TO TRANE IN THE AMOUNT OF \$19,629.90, AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT AND APPROVE BUDGET AMENDMENT IN THE AMOUNT OF \$20,000 FROM EXCESS RESERVES. (CAUM)

Council Member Schwartz made a motion, seconded by Council Member Medders to award the contract for the repairs of the Convention Centre cooling tower motor, gearbox, shaft and fan assembly to Trane in the amount of \$19,629.90, authorize the City Manager to execute and approve a budget amendment from excess reserves in the amount of \$20,000. Motion passed unanimously.

XI. DISCUSSION AND ACTION TO APPROVE A BUDGET ENHANCEMENT IN THE AMOUNT OF \$10,000 FROM CVB EXCESS RESERVES FOR THE CHANGE ORDER REQUEST FOR ADDITIONAL SERVICES FROM CH JOHNSON REGARDING THE CONVENTION CENTRE EXPANSION FEASIBILITY STUDY UPDATE. (CAUM)

Council Member Ricco made a motion to approve \$3,500 from excess reserves for additional services from CH Johnson Consulting for the development and distribution of online survey to Texas State Associate members and analyses of results. Motion was seconded by Council Member Medders, which carried on a unanimous vote.

XII. DISCUSSION AND ACTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO NEGOTIATIONS FOR CONTRACT OF DESIGN SERVICES FOR THE SKATE PARK PORTION OF THE JOHN L. TOMPKINS PARK PHASE II. (HANLEY)

Council Member Schwartz made a motion to authorize the City Manager to negotiate a contract with Newline Skateparks for the design services of the skate park portion of the John L. Tompkins Park. Council Member Ricco seconded the motion, which passed unanimously.

5-5

XIII. PRESENTATION, DISCUSSION AND POSSIBLE ACTION ON BEACH ACCESS RESTROOM SURVEY RESULTS. (BOBURKA)

Shoreline Director Kristina Boburka gave a summary on the results of the Beach Access Restroom Survey, no action was taken.

XIV. CLOSED EXECUTIVE SESSION: PURSUANT TO SECTION 551.072, DELIBERATIONS ABOUT REAL PROPERTY; A CLOSED EXECUTIVE SESSION WILL BE HELD TO DISCUSS:

a. THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY FOR PUBLIC PARKING PURPOSES.

At 7:04 p.m., Council Member Schwartz made a motion, seconded by Council Member Medders to go into Executive Session. Motion carried unanimously.

At 7:26 p.m., the City Council reconvened into open session.

XV. DISCUSSION AND POSSIBLE ACTION REGARDING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY FOR PUBLIC PARKING PURPOSES.

Council Member Ricco made a motion, seconded by Council Member Schwartz to instruct the City Manager to negotiate a potential contract with the four property owners that was discussed during Executive Session. Motion passed on a unanimous vote.

XVI. ADJOURN.

There being no further business, Mayor McNulty adjourned the meeting at 7:27 p.m.

Susan M. Manning, City Secretary

APPROVED

Patrick McNulty, Mayor

5-6

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

MEETING DATE: October 16, 2019

NAME & TITLE: Rodrigo Gimenez, Chief Financial Officer

DEPARTMENT: Finance Department

ITEM

Approve invoices for payment by General Fund checks numbered 145506 through 145564 and EFT payments totaling \$327,401.92.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

Approve payments.

5-7

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: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002434	CINDY BOUDLOCHE	I-DWE201909306489	01 2469	DEBTORS WAGE :	CASE NO 16-10432	145519	1,492.15
						VENDOR 01-002434 TOTALS	1,492.15
01-003185	OFFICE OF THE ATTY GEN	I-C1C201909306489	01 2473	CHILD SUPPORT:	ORDER NO 2015-DCL-56	001751	339.23
01-003185	OFFICE OF THE ATTY GEN	I-C1Q201909306489	01 2473	CHILD SUPPORT:	CS 2014-DCL-08362	001751	191.54
01-003185	OFFICE OF THE ATTY GEN	I-C1R201909306489	01 2473	CHILD SUPPORT:	ORDER NO 08-1471	001751	131.54
01-003185	OFFICE OF THE ATTY GEN	I-C21201909306489	01 2473	CHILD SUPPORT:	A/N 0011549506	001751	369.23
01-003185	OFFICE OF THE ATTY GEN	I-C24201909306489	01 2473	CHILD SUPPORT:	A/N 0011488748	001751	259.28
01-003185	OFFICE OF THE ATTY GEN	I-C2Y201909306489	01 2473	CHILD SUPPORT:	ORDER # 2019-DCL-011	001751	163.85
01-003185	OFFICE OF THE ATTY GEN	I-C51201909306489	01 2473	CHILD SUPPORT:	A/N 0012375322	001751	294.33
01-003185	OFFICE OF THE ATTY GEN	I-C77201909306489	01 2473	CHILD SUPPORT:	A/N 0010353126	001751	159.23
01-003185	OFFICE OF THE ATTY GEN	I-C82201909306489	01 2473	CHILD SUPPORT:	ORDER #2012-DCL-0866	001751	410.77
01-003185	OFFICE OF THE ATTY GEN	I-C91201909306489	01 2473	CHILD SUPPORT:	AG 0012920905	001751	296.77
01-003185	OFFICE OF THE ATTY GEN	I-C93201909306489	01 2473	CHILD SUPPORT:	ORDER # 99125207D	001751	101.54
01-003185	OFFICE OF THE ATTY GEN	I-C95201909306489	01 2473	CHILD SUPPORT:	CASE #0013025749	001751	420.00
						VENDOR 01-003185 TOTALS	3,137.31
01-006133	DEARBORN LIFE INSURANC	I-G311790000	01 2465	VTL LIFE INSU:	EMPLOYEE PREMIUMS-VT	145527	60.34
01-006133	DEARBORN LIFE INSURANC	I-G311790000	01 48042	MISCELLANEOUS:	EMPLOYEE PREMIUMS-VT	145527	0.01
						VENDOR 01-006133 TOTALS	60.33
01-006163	AMERICAN GENERAL LIFE	I-CA1290	01 2485	AMERICAN GENE:	EMPLOYEE SALARY ALLO	145528	117.76
						VENDOR 01-006163 TOTALS	117.76
01-007001	ANA GARZA	I-C04201909306489	01 2473	CHILD SUPPORT:	A/N 2003-03-1480-B	145529	194.88
						VENDOR 01-007001 TOTALS	194.88
01-019222	S.P.I. FIREFIGHTERS AS	I-100119	01 2472	FIREFIGHTERS :	ASSOC DUES PAYROLL 9	145551	361.00
						VENDOR 01-019222 TOTALS	361.00
01-019327	SOUTH PADRE ISLAND PRO	I-093019	01 2487	POLICE DEPT A:	ASSOC. DUES PAYROLL	000459	75.00
						VENDOR 01-019327 TOTALS	75.00

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-9.27.19	01 2470	T.M.R.S.	: ACH FOR TMRS CONTRIB	000453	46,065.59
						VENDOR 01-020100 TOTALS	46,065.59
01-020700	TRANSAMERICA WORKSITE	I-505394	01 2464	TRANSAMERICA	: 2019 EMPLOYEE PREMIU	145556	15.18
01-020700	TRANSAMERICA WORKSITE	I-505394	01 48042	MISCELLANEOUS	: 2019 EMPLOYEE PREMIU	145556	0.01-
						VENDOR 01-020700 TOTALS	15.17
01-021226	US BANK VOYAGER FLEET	I-869326488939	01 48090	FUEL REBATE	: 9-24-19 TO 10-19-19	145559	1,505.99-
						VENDOR 01-021226 TOTALS	1,505.99-
01-1	PURSER, ROBERT DEWEY	I-000201909306490	01 2424	MUN. COURT BO:	Bond Refund:148	145506	249.22
01-1	LEAL, AUSTIN BERNARD	I-000201909306491	01 2424	MUN. COURT BO:	Bond Refund:E0055259	145507	649.00
01-1	HIRES, CARTER WARD	I-000201909306492	01 2424	MUN. COURT BO:	Bond Refund:42687A	145508	100.00
01-1	HERRERA, HIRAM	I-000201909306493	01 2424	MUN. COURT BO:	Bond Refund:42959A	145509	340.00
01-1	MCKINLAY, ARLENE PEARL	I-000201909306494	01 2424	MUN. COURT BO:	Bond Refund:44490A	145510	270.00
01-1	HEAVEN LEWIS	I-09.23.19	01 47046	ANIMAL/COMPOS:	HEAVEN LEWIS: REFUND	145561	20.00
						VENDOR 01-1 TOTALS	1,628.22
							DEPARTMENT NON-DEPARTMENTAL TOTAL: 51,641.42

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 511 CITY COUNCIL

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004052	EVA-JEAN DALTON	I-083019	01 511-0550-032	EVA-JEAN DALT:	MILEAGE REIM TML CON	145525	338.72
01-004052	EVA-JEAN DALTON	I-090619	01 511-0550-032	EVA-JEAN DALT:	PER DIEM TML CONFERE	145525	180.00
						VENDOR 01-004052 TOTALS	518.72
01-018509	SAM'S CLUB DIRECT	I-092019	01 511-0550-033	JOE RICCO	: SEPTEMBER CHARGES	145548	16.48
						VENDOR 01-018509 TOTALS	16.48
DEPARTMENT 511 CITY COUNCIL						TOTAL:	535.20

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 512 CITY MANAGERS OFFICE

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016600	PT ISABEL/SO PADRE PRE	I-081519	01 512-0540	ADVERTISING	: ADVERTISEMENT COMMIT	145542	90.00
VENDOR 01-016600 TOTALS							90.00
01-019189	WILLIAM R. SMITH	I-083019	01 512-0550	TRAVEL EXPENS:	PER DIEM MILEAGE TML	145550	338.72
01-019189	WILLIAM R. SMITH	I-090619	01 512-0550	TRAVEL EXPENS:	PER DIEM TML CONFERE	145550	180.00
VENDOR 01-019189 TOTALS							518.72
01-020100	T.M.R.S.	I-9.27.19	01 512-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	5,585.46
VENDOR 01-020100 TOTALS							5,585.46

DEPARTMENT 512 CITY MANAGERS OFFICE TOTAL: 6,194.18

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016600	PT ISABEL/SO PADRE PRE	I-080119-1	01 513-0540	ADVERTISING	: AD NOTICE OF 2019 TA 145540	145540	300.00
01-016600	PT ISABEL/SO PADRE PRE	I-080119-2	01 513-0540	ADVERTISING	: AD 2019-2020 BUDGE S 145541	145541	120.00
						VENDOR 01-016600 TOTALS	420.00
01-020100	T.M.R.S.	I-9.27.19	01 513-0080	TMRS	: ACH FOR TMRS CONTRIB 000453	000453	3,272.27
						VENDOR 01-020100 TOTALS	3,272.27
						DEPARTMENT 513 FINANCE DEPARTMENT TOTAL:	3,692.27

10/09/2019 9:35 AM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 6

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016600	PT ISABEL/SO PADRE PRE	I-082919	01 514-0540	ADVERTISING	: AD REQUEST RFQ QUALI	145543	150.00
VENDOR 01-016600 TOTALS							150.00
01-018023	RESEARCH APPLIED TECHN	I-073119	01 514-0551	DUES & MEMBER:	Stormwater TaskForce	145544	3,000.00
VENDOR 01-018023 TOTALS							3,000.00
01-020100	T.M.R.S.	I-9.27.19	01 514-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	1,371.03
VENDOR 01-020100 TOTALS							1,371.03
DEPARTMENT 514 PLANNING DEPARTMENT						TOTAL:	4,521.03

10/09/2019 9:35 AM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 7

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-9.27.19	01 515-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	1,574.63
					VENDOR 01-020100 TOTALS		1,574.63
DEPARTMENT 515 TECHNOLOGY DEPARTMENT TOTAL:							1,574.63

10/09/2019 9:35 AM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 8

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: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-9.27.19	01 516-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	123.78
						VENDOR 01-020100 TOTALS	123.78
						DEPARTMENT 516 HUMAN RESOURCES TOTAL:	123.78

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 520 MUNICIPAL COURT

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	C/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004101	STUART J. DIAMOND	I-100119	01 520-0530	PROFESSIONAL	: OCTOBER 2019	000454	1,335.00
					VENDOR 01-004101	TOTALS	1,335.00
01-020100	T.M.R.S.	I-9.27.19	01 520-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	495.97
					VENDOR 01-020100	TOTALS	495.97
DEPARTMENT 520 MUNICIPAL COURT						TOTAL:	1,830.97

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-008318	RAUL HINOJOSA	I-092719	01 521-0513	TRAINING EXPE:	REIM FOR PURCHASE	145532	50.00
01-008318	RAUL HINOJOSA	I-092719-1	01 521-0513	TRAINING EXPE:	REIM FOR TRAINING SU	145532	92.50
						VENDOR 01-008318 TOTALS	142.50
01-020100	T.M.R.S.	I-9.27.19	01 521-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	19,026.71
						VENDOR 01-020100 TOTALS	19,026.71
						DEPARTMENT 521 POLICE DEPARTMENT TOTAL:	19,169.21

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT	
01-001082	LMH & LMH LLC.	I-19-1218	01 522-0415	SERVICE CONTR:	FACP REDID CONNECTI	145514	110.00	
					VENDOR 01-001082	TOTALS	110.00	
01-001211	ALEX AVALOS PRINTING	I-9.24.19	01 522-0101	OFFICE SUPPLI:	ACTIVITY REPORT FORM	145515	98.86	
					VENDOR 01-001211	TOTALS	98.86	
01-001948	B & E MEDICAL SUPPLY & I-15503		01 522-0114	MEDICAL SUPPL:	MEDICAL SUPPLIES	145517	504.88	
					VENDOR 01-001948	TOTALS	504.88	
01-013404	MOUNTAIN GLACIER, LLC	I-0301200926	01 522-0415	SERVICE CONTR:	WATER ACCT# 027586	145536	33.48	
					VENDOR 01-013404	TOTALS	33.48	
01-015010	OFFICE DEPOT	I-366896847001	01 522-0401	FURNITURE & F:	PROTECTION PLAN FOR	145539	7.99	
					VENDOR 01-015010	TOTALS	7.99	
01-018509	SAM'S CLUB DIRECT	I-092019	01 522-0160	LAUNDRY & JAN:	SEPTEMBER CHARGES	145548	33.64	
01-018509	SAM'S CLUB DIRECT	I-092019	01 522-0160	LAUNDRY & JAN:	SEPTEMBER CHARGES	145548	311.36	
					VENDOR 01-018509	TOTALS	345.00	
01-019292	SEAN M. SIMON	I-256916	01 522-0130	WEARING APPAR:	REIMBURSEMENT FOR SH	000467	34.99	
					VENDOR 01-019292	TOTALS	34.99	
01-020100	T.M.R.S.	I-9.27.19	01 522-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	17,107.10	
					VENDOR 01-020100	TOTALS	17,107.10	
DEPARTMENT 522 FIRE DEPARTMENT							TOTAL:	18,242.30

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 532 HEALTH/CODE ENFORCEMENT

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002051	J. VICTOR BALDOVINOS	I-082219	01 532-0550	TRAVEL EXPENS:	PER DIEM TX ALLIANCE	145518	570.46
VENDOR 01-002051 TOTALS							570.46
01-003410	SPI CHAMBER OF COMMERC	I-09.23.19	01 532-0540	ADVERTISING :	CHAMBER OF COMMERCE	145520	295.00
VENDOR 01-003410 TOTALS							295.00
01-003830	EDGAR CRUZ	I-082819	01 532-0550	TRAVEL EXPENS:	PER DIEM TX ALLIANCE	145524	448.46
VENDOR 01-003830 TOTALS							448.46
01-007126	JUAN GOMEZ JR.	I-70062	01 532-0545	LOT MOWING :	131 E KINGFISH	000457	40.00
01-007126	JUAN GOMEZ JR.	I-70063	01 532-0545	LOT MOWING :	129 E DOLPHIN	000457	40.00
01-007126	JUAN GOMEZ JR.	I-70064	01 532-0545	LOT MOWING :	109 E PIKE	000457	40.00
01-007126	JUAN GOMEZ JR.	I-70065	01 532-0545	LOT MOWING :	5400 PADRE BLVD	000457	40.00
VENDOR 01-007126 TOTALS							160.00
01-018509	SAM'S CLUB DIRECT	I-092019	01 532-0150	MINOR TOOLS &:	SEPTEMBER CHARGES	145548	189.98
VENDOR 01-018509 TOTALS							189.98
01-020100	T.M.R.S.	I-9.27.19	01 532-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	2,549.97
VENDOR 01-020100 TOTALS							2,549.97
DEPARTMENT 532 HEALTH/CODE ENFORCEMENT TOTAL:							4,213.87

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 540 FLEET MANAGEMENT

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-012091	CINTAS CORP.	I-4030831063	01 540-0130	WEARING APPAR:	UNIFORM LAUNDERING	145535	21.67
						VENDOR 01-012091 TOTALS	21.67
01-020100	T.M.R.S.	I-9.27.19	01 540-0080	TMRS	: ACH FOR TMRS CONTRIB 000453		753.16
						VENDOR 01-020100 TOTALS	753.16
01-021226	US BANK VOYAGER FLEET	I-869326488939	01 540-0104-01	FUEL & LUBRIC:	9-24-19 TO 10-19-19	145559	4,123.66
01-021226	US BANK VOYAGER FLEET	I-869326488939	01 540-0104-02	FUEL & LUBRIC:	9-24-19 TO 10-19-19	145559	638.54
01-021226	US BANK VOYAGER FLEET	I-869326488939	01 540-0104-03	FUEL & LUBRIC:	9-24-19 TO 10-19-19	145559	2,576.31
01-021226	US BANK VOYAGER FLEET	I-869326488939	01 540-0104-04	FUEL & LUBRIC:	9-24-19 TO 10-19-19	145559	1,431.03
01-021226	US BANK VOYAGER FLEET	I-869326488939	01 540-0104-05	FUEL & LUBRIC:	9-24-19 TO 10-19-19	145559	952.15
						VENDOR 01-021226 TOTALS	9,721.69
DEPARTMENT 540 FLEET MANAGEMENT TOTAL:							10,496.52

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-012051	JR'S ELECTRIC & SONS I	I-13973	01 541-0410	MACHINERY & E:	MATERIAL & LABOR	145534	180.00
01-012051	JR'S ELECTRIC & SONS I	I-13974	01 541-0410	MACHINERY & E:	SERVICE FOR TV INSTA	145534	185.00
						VENDOR 01-012051 TOTALS	365.00
01-012091	CINTAS CORP.	I-4030831063	01 541-0130	WEARING APPAR:	UNIFORM LAUNDERING	145535	21.67
01-012091	CINTAS CORP.	I-4030831063	01 541-0160	LAUNDRY & JAN:	UNIFORM LAUNDERING	145535	251.60
						VENDOR 01-012091 TOTALS	273.27
01-020016	TERMINIX	I-389615971	01 541-0415	SERVICE CONTR:	MONTHLY PEST CONTROL	145553	52.00
01-020016	TERMINIX	I-389623251	01 541-0415	SERVICE CONTR:	MONTHLY PEST CONTROL	145553	94.00
						VENDOR 01-020016 TOTALS	146.00
01-020100	T.M.R.S.	I-9.27.19	01 541-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	523.30
						VENDOR 01-020100 TOTALS	523.30
DEPARTMENT 541 BUILDING MAINTENANCE TOTAL:							1,307.57

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 542 INSPECTIONS DIVISION

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001211	ALEX AVALOS PRINTING	I-09.24.19	01 542-0118	PRINTING	: INSPECTION REPORTS N 145515		104.69
					VENDOR 01-001211 TOTALS		104.69
01-020100	T.M.R.S.	I-9.27.19	01 542-0080	TMRS	: ACH FOR TMRS CONTRIB 000453		1,440.26
					VENDOR 01-020100 TOTALS		1,440.26
DEPARTMENT 542 INSPECTIONS DIVISION						TOTAL:	1,544.95

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003704	CAMERON COUNTY	I-19262003970671	01 543-0432	CAUSEWAY LIGH:	CAUSEWAY LIGHTING	145522	133.50
						VENDOR 01-003704 TOTALS	133.50
01-007399	GRAINGER	I-9281666025	01 543-0416	STREETS & RIG:	CONSPICUITY TAPE	145531	240.00
						VENDOR 01-007399 TOTALS	240.00
01-011014	JUAN JOSE MORA	I-0642	01 543-0130	WEARING APPAR:	SPI LOGO PW JACKETS	145533	210.00
						VENDOR 01-011014 TOTALS	210.00
01-012091	CINTAS CORP.	I-4030831063	01 543-0130	WEARING APPAR:	UNIFORM LAUNDERING	145535	194.94
						VENDOR 01-012091 TOTALS	194.94
01-020100	T.M.R.S.	I-9.27.19	01 543-0080	TMRS	: ACH FOR TMRS CONTRIB 000453		6,973.43
						VENDOR 01-020100 TOTALS	6,973.43

DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL: 7,751.87

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013404	MOUNTAIN GLACIER, LLC	I-0301200921	01 570-0581	WATER, SEWER, :	ACCT 036467 H2O	145536	73.98
01-013404	MOUNTAIN GLACIER, LLC	I-0301200923	01 570-0581	WATER, SEWER, :	WATER ACCT#036163	145536	64.98
01-013404	MOUNTAIN GLACIER, LLC	I-0301200924	01 570-0581	WATER, SEWER, :	WATER ACCT #024874	145536	2.00
01-013404	MOUNTAIN GLACIER, LLC	I-0301200930	01 570-0581	WATER, SEWER, :	WATER ACCT# 036467	145536	33.48
						VENDOR 01-013404 TOTALS	174.44
01-013420	MUNICIPAL CODE CORPORA	I-00333206	01 570-9174	RECORDS MANAG:	UPDATE CODE OF ORDIN	145537	342.00
						VENDOR 01-013420 TOTALS	342.00
01-018154	REPUBLIC SERVICES #863	I-0863001711236	01 570-0581	WATER, SEWER, :	108 W RETAMA	145546	1,735.57
						VENDOR 01-018154 TOTALS	1,735.57
01-018509	SAM'S CLUB DIRECT	I-092019	01 570-0101	OFFICE SUPPLI:	SEPTEMBER CHARGES	145548	489.72
						VENDOR 01-018509 TOTALS	489.72
						DEPARTMENT 570 GENERAL SERVICES TOTAL:	2,741.73
						VENDOR SET 01 GENERAL FUND TOTAL:	135,581.50

VENDOR SET: 01 City of South Padre Islan

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: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001239	JESUS ALVARADO	I-092619	02 590-1001	BUILDINGS & S:	TOUCH UP PAINTING FR	145516	400.00
					VENDOR 01-001239	TOTALS	400.00
01-014237	DONNELLY HOLDINGS, LTD	I-830763	02 590-0415	SERVICE CONTR:	FILTER HVAC	145518	22.50
					VENDOR 01-014237	TOTALS	22.50
01-018509	SAM'S CLUB DIRECT	I-092019	02 590-0101	OFFICE SUPPLI:	SEPTEMBER CHARGES	145548	29.98
					VENDOR 01-018509	TOTALS	29.98
01-020100	T.M.R.S.	I-9.27.19	02 590-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	978.41
					VENDOR 01-020100	TOTALS	978.41
01-021102	UNIFIRST HOLDINGS, INC	I-8132885835	02 590-0160	LAUNDRY & JAN:	JANITORIAL SUPPLIES	000461	81.58
					VENDOR 01-021102	TOTALS	81.58
01-021226	US BANK VOYAGER FLEET	I-869326488939	02 590-0104	FUELS & LUBRI:	9-24-19 TO 10-19-19	145559	64.04
					VENDOR 01-021226	TOTALS	64.04

DEPARTMENT 590 VISITORS BUREAU TOTAL: 1,576.51

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & ADMINISTRATION

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003772	COLLINSON AND COMPANY	I-PF201910478	02	592-0538	CONVENTION SE:	REGISTRATION	145523	8,000.00
						VENDOR 01-003772 TOTALS		8,000.00
01-007122	GOLF CONNECTIONS, LLC	I-12637	02	592-0230	STOCK - PROMO:	REORDER TOTE BAGS	145530	3,305.00
						VENDOR 01-007122 TOTALS		3,305.00
01-013432	THERESE M. MURPHY	I-091619	02	592-0550	TRAVEL EXPENS:	PER DIEM CONNECT TEX 000465		132.00
						VENDOR 01-013432 TOTALS		132.00
01-018164	EUGENE RIOS	I-091619	02	592-0550	TRAVEL EXPENS:	PER DIEM CONNECT TEX 000466		132.00
						VENDOR 01-018164 TOTALS		132.00
01-018509	SAM'S CLUB DIRECT	I-092019	02	592-0150	MINOR TOOLS &:	SEPTEMBER CHARGES	145548	447.58
						VENDOR 01-018509 TOTALS		447.58
01-019189	WILLIAM R. SMITH	I-9.17.19	02	592-0550	TRAVEL EXPENS:	MILEAGE TO PICK UP D	145550	448.92
						VENDOR 01-019189 TOTALS		448.92
01-020100	T.M.R.S.	I-9.27.19	02	592-0080	TMRS	: ACH FOR TMRS CONTRIB 000453		8,051.76
						VENDOR 01-020100 TOTALS		8,051.76
01-020602	TOUCAN GRAPHICS	I-27726	02	592-0538	CONVENTION SE:	FLOW CHARTS ON GATOR	145555	180.00
01-020602	TOUCAN GRAPHICS	I-27732	02	592-0538	CONVENTION SE:	SET UP/LAMINATED LAN	145555	113.40
01-020602	TOUCAN GRAPHICS	I-27758	02	592-0538	CONVENTION SE:	FLOW CHARTS ON GATOR	145555	180.00
						VENDOR 01-020602 TOTALS		473.40
01-021226	US BANK VOYAGER FLEET	I-869326488939	02	592-0104	FUELS & LUBRI:	9-24-19 TO 10-19-19	145559	160.39
						VENDOR 01-021226 TOTALS		160.39

DEPARTMENT 592 SALES & ADMINISTRATION TOTAL: 21,151.05

VENDOR SET: 01 City of South Padre Islan

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: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001007	BETH W. FEDIGAN	I-092719	02 593-8099	MISC. SPONSOR:	SEA TURTLE TRAIL	145512	1,000.00
						VENDOR 01-001007 TOTALS	1,000.00
01-001024	CHELSEA FEDIGAN	I-092719	02 593-8099	MISC. SPONSOR:	SEA TURTLE TRAIL	145513	1,000.00
						VENDOR 01-001024 TOTALS	1,000.00
01-004326	EPIC LIGHT SHOWS LLC	I-20191	02 593-8099	MISC. SPONSOR:	HOLIDAY LIGHT SHOW	000455	29,990.00
						VENDOR 01-004326 TOTALS	29,990.00
01-018509	SAM'S CLUB DIRECT	I-092019	02 593-0101	OFFICE SUPPLI:	SEPTEMBER CHARGES	145548	73.16
						VENDOR 01-018509 TOTALS	73.16
01-020100	T.M.R.S.	I-9.27.19	02 593-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	541.35
						VENDOR 01-020100 TOTALS	541.35
01-020602	TOUCAN GRAPHICS	I-27736	02 593-8099	MISC. SPONSOR:	CUSTOM ENGRAVED C.HA	145555	12.95
01-020602	TOUCAN GRAPHICS	I-27751	02 593-8060	ENTRANCE SIGN:	SAND CSTBANNER AND D	145555	260.00
						VENDOR 01-020602 TOTALS	272.95
01-020895	26point2 Consulting Gr	I-455	02 593-8099	MISC. SPONSOR:	SPI FISHING DAYS	000460	5,000.00
						VENDOR 01-020895 TOTALS	5,000.00
DEPARTMENT 593 EVENTS MARKETING						TOTAL:	37,877.46

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 594 MARKETING

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021160	UNIVERSITY OF TEXAS	RG I-UTRGV-1	02 594-0530	PROFESSIONAL	: ECONOMIC IMPACT RESE	145558	60,000.00
						VENDOR 01-021160 TOTALS	60,000.00

DEPARTMENT 594 MARKETING TOTAL: 60,000.00

VENDOR SET 02 HOTEL/MOTEL TAX FUND TOTAL: 120,605.02

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: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-005512	EXPRESS SERVICES, INC.	1-22973341	06 565-0040	TEMPORARY EMP: GX111-	HOUSEKEEPER	145526	130.24
						VENDOR 01-005512 TOTALS	130.24
01-006162	JUAN FLORES	I-770	06 565-0415	SERVICE CONTR: LANDSCAPE SERVICE @		000456	1,350.00
						VENDOR 01-006162 TOTALS	1,350.00
01-018509	SAM'S CLUB DIRECT	I-092019	06 565-0150	MINOR TOOLS &:	SEPTEMBER CHARGES	145548	114.22
01-018509	SAM'S CLUB DIRECT	I-092019	06 565-0177	CATERING & KI:	SEPTEMBER CHARGES	145548	207.10
01-018509	SAM'S CLUB DIRECT	I-092019	06 565-0176	CONCESSION SU:	SEPTEMBER CHARGES	145548	116.82
						VENDOR 01-018509 TOTALS	438.14
01-019520	AT&T	I-090119	06 565-0501	COMMUNICATION:	956-761-3023 LD MONT	145552	44.75
						VENDOR 01-019520 TOTALS	44.75
01-020100	T.M.R.S.	I-9.27.19	06 565-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	3,606.91
						VENDOR 01-020100 TOTALS	3,606.91
01-020745	TRANE, A DIVISION OF A	I-310258434	06 565-0410	MACHINERY & E:	LABOR ONLY FOR DIAGN	145557	1,125.00
						VENDOR 01-020745 TOTALS	1,125.00
01-021102	UNIFIRST HOLDINGS, INC	I-8412139878	06 565-0510	RENTAL OF EQU:	AIA EVENT LAUNDERING	000461	44.50
01-021102	UNIFIRST HOLDINGS, INC	I-8412140312	06 565-0130	WEARING APPAR:	UNIFORM & CLEANING	000461	69.42
01-021102	UNIFIRST HOLDINGS, INC	I-8412140312	06 565-0160	LAUNDRY & JAN:	UNIFORM & CLEANING	000461	135.17
01-021102	UNIFIRST HOLDINGS, INC	I-8412141208	06 565-0130	WEARING APPAR:	CLEANING SUPPLIES/ U	000461	69.42
01-021102	UNIFIRST HOLDINGS, INC	I-8412141208	06 565-0160	LAUNDRY & JAN:	CLEANING SUPPLIES/ U	000461	135.17
						VENDOR 01-021102 TOTALS	453.68
01-021226	US BANK VOYAGER FLEET	I-869326488939	06 565-0104	FUELS & LUBRI:	9-24-19 TO 10-19-19	145559	173.54
						VENDOR 01-021226 TOTALS	173.54
						DEPARTMENT 565 CONVENTION CENTER OPER TOTAL:	7,322.26

VENDOR SET 06 CONVENTION CENTER FUND TOTAL: 7,322.26

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 09 PARKS, REC & BEAUTIF

DEPARTMENT: 572 GENERAL SERVICES

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-9.27.19	09 572-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	451.95
						VENDOR 01-020100 TOTALS	451.95

DEPARTMENT 572 GENERAL SERVICES TOTAL: 451.95

VENDOR SET 09 PARKS, REC & BEAUTIF TOTAL: 451.95

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 591 SPI METRO

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001006	GREGORY D. ALEXANDER	I-676684	30	591-0420	MOTOR VEHICLE: UNIT 38 WHEEL BEARIN	145511		47.75
01-001006	GREGORY D. ALEXANDER	I-676776	30	591-0420	MOTOR VEHICLE: UNIT 38 WHEEL BEARIN	145511		5.69
01-001006	GREGORY D. ALEXANDER	I-676815	30	591-0420	MOTOR VEHICLE: UNIT 39 PARTS	145511		76.41
01-001006	GREGORY D. ALEXANDER	I-676984	30	591-0420	MOTOR VEHICLE: UNIT 45 PARTS	145511		34.99
							VENDOR 01-001006 TOTALS	164.84
01-001359	JESUS ARRIAGA	I-092419	30	591-0550	TRAVEL EXPENS: AIRLINES NY APTA CON	000462		702.16
							VENDOR 01-001359 TOTALS	702.16
01-012091	CINTAS CORP.	I-4029806298	30	591-0130	WEARING APPAR: UNIFORM LAUNDERING	145535		140.90
01-012091	CINTAS CORP.	I-4030336842	30	591-0130	WEARING APPAR: TRANSIT UNIFORMS	145535		140.90
01-012091	CINTAS CORP.	I-4030830737	30	591-0130	WEARING APPAR: TRANSIT UNIFORMS	145535		140.50
							VENDOR 01-012091 TOTALS	422.30
01-013404	MOUNTAIN GLACIER, LLC	I-0301200912	30	591-0581	WTR/SWR/GARBA: ACCT 009635 H2O	145536		32.73
							VENDOR 01-013404 TOTALS	32.73
01-018052	RED BARN TIRE CENTER,	I-304560	30	591-0420	MOTOR VEHICLE: UNIT 40 INSPECTION	145545		40.00
							VENDOR 01-018052 TOTALS	40.00
01-018156	RIDE SYSTEMS, INC.	I-18265	30	591-0501	COMMUNICATION: SUBSCRIPTION	145547		600.00
							VENDOR 01-018156 TOTALS	600.00
01-019145	TRIPLE THREAT CLEANING	I-10292	30	591-0530	PROFESSIONAL : EXTERIOR WINDOW CLEA	145549		200.00
							VENDOR 01-019145 TOTALS	200.00
01-020100	T.M.R.S.	I-9.27.19	30	591-0080	TMRS : ACH FOR TMRS CONTRIB	000453		6,320.92
							VENDOR 01-020100 TOTALS	6,320.92
01-020235	TEXAS ALCOHOL & DRUG T	I-169068	30	591-0528	LICENSING & T: CONTRACT NO 952-MI A	145554		261.62
							VENDOR 01-020235 TOTALS	261.62

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 591 SPI METRO

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-021226	US BANK VOYAGER FLEET	I-869326488939	30 591-0104	FUELS & LUBRI:	9-24-19 TO 10-19-19	145559	10,041.75
						VENDOR 01-021226 TOTALS	10,041.75
01-1	MRS BPO LLC	I-092019	30 591-0501	COMMUNICATION:	MRS BPO LLC: AT&T BI	145562	120.19
01-1	CLARK ADDITIVES	I-1184	30 591-0420	MOTOR VEHICLE:	CLARK ADDITIVES: SUP	145564	307.44
						VENDOR 01-1 TOTALS	427.63
						DEPARTMENT 591 SPI METRO TOTAL:	19,213.95
						VENDOR SET 30 TRANSPORTATION TOTAL:	19,213.95

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 57 VENUE TAX CONSTRUCTION

DEPARTMENT: 597 VENUE TAX CONSTRUCTION

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-011149	KIMLEY-HORN & ASSOCIAT	I-069234003-0619	57 597-0530	PROFESSIONAL	: AMENDMENT NO.12 PR 1	000458	14,400.00
01-011149	KIMLEY-HORN & ASSOCIAT	I-069234003-0719	57 597-0530	PROFESSIONAL	: AMENDMENT NO.12 PR 1	000458	6,000.00
						VENDOR 01-011149 TOTALS	20,400.00

DEPARTMENT 597 VENUE TAX CONSTRUCTION TOTAL: 20,400.00

VENDOR SET 57 VENUE TAX CONSTRUCTION TOTAL: 20,400.00

10/09/2019 9:35 AM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 27

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 521 POLICE

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-9.27.19	60 521-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	254.23
						VENDOR 01-020100 TOTALS	254.23
						DEPARTMENT 521 POLICE	TOTAL: 254.23

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 522 BEACH PATROL

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-9.27.19	60 522-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	953.70
					VENDOR 01-020100 TOTALS		953.70
01-021226	US BANK VOYAGER FLEET	I-869326488939	60 522-0104	FUEL & LUBRIC:	9-24-19 TO 10-19-19	145559	641.74
					VENDOR 01-021226 TOTALS		641.74
DEPARTMENT 522 BEACH PATROL						TOTAL:	1,595.44

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 532 ENVIRONMENTAL HEALTH

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-9.27.19	60 532-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	125.26
						VENDOR 01-020100 TOTALS	125.26
						DEPARTMENT 532 ENVIRONMENTAL HEALTH TOTAL:	125.26

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002394	KRISTINA BOBURKA	I-200919	60 560-0101	OFFICE SUPPLI:	OFFICE SUPPLIES PCAR	000463	147.02
							147.02
VENDOR 01-002394 TOTALS							147.02
01-003697	ANRIGE INC.	I-33891.10.73	60 560-0560	RENTAL	: Portable Restroom Re	145521	13,482.24
							13,482.24
VENDOR 01-003697 TOTALS							13,482.24
01-012091	CINTAS CORP.	I-4030830881	60 560-0530	PROFESSIONAL :	UNIFORMS	145535	148.07
							148.07
VENDOR 01-012091 TOTALS							148.07
01-020100	T.M.R.S.	I-9.27.19	60 560-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	3,029.14
							3,029.14
VENDOR 01-020100 TOTALS							3,029.14
01-021226	US BANK VOYAGER FLEET	I-869326488939	60 560-0104	FUEL & LUBRIC:	9-24-19 TO 10-19-19	145559	988.47
							988.47
VENDOR 01-021226 TOTALS							988.47

DEPARTMENT 560 BEACH MAINTENANCE TOTAL: 17,794.94

VENDOR SET 60 BEACH MAINTENANCE FUND TOTAL: 19,769.87

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 62 BAY ACCESS FUND

DEPARTMENT: 560 SHORELINE

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-9.27.19	62 560-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	242.27
						VENDOR 01-020100 TOTALS	242.27
						DEPARTMENT 560 SHORELINE TOTAL:	242.27
						VENDOR SET 62 BAY ACCESS FUND TOTAL:	242.27

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: N/A NON-DEPARTMENTAL

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020100	T.M.R.S.	I-9.27.19	80 2470	T.M.R.S.	: ACH FOR TMRS CONTRIB	000453	327.22
						VENDOR 01-020100 TOTALS	327.22
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	327.22

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 580 EDC

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

PAY DATE RANGE: 9/30/2019 THRU 10/04/2019

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-012097	DARLA LAPEYRE	I-092319	80 580-0550	TRAVEL	: CASH ADVANCE TEDC CO	000464	1,439.58
VENDOR 01-012097 TOTALS							1,439.58
01-020100	T.M.R.S.	I-9.27.19	80 580-0080	TMRS	: ACH FOR TMRS CONTRIB	000453	606.30
VENDOR 01-020100 TOTALS							606.30
01-020602	TOUCAN GRAPHICS	I-27725	80 580-9178	DESIGNATED PR:	SIGN ISLAND FUN RENT	145555	27.00
VENDOR 01-020602 TOTALS							27.00
01-023109	LUCINDA KAY WIERENGA	I-092819	80 580-9178	DESIGNATED PR:	SANDCASTLE CENSUS OU	145560	500.00
VENDOR 01-023109 TOTALS							500.00
01-1	IDEAS IN ACTION LLC	I-1171	80 580-9178	DESIGNATED PR:	IDEAS IN ACTION LLC:	145563	915.00
VENDOR 01-1 TOTALS							915.00

DEPARTMENT 580 EDC TOTAL: 3,487.88

VENDOR SET 80 ECONOMIC DEVELOPMENT CORPTOTAL: 3,815.10

REPORT GRAND TOTAL: 327,401.92

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

MEETING DATE: October 16, 2019

NAME & TITLE: Doug Fowler, Fire Chief

DEPARTMENT: Fire Department

ITEM

Approve a budget amendment to allocate grant funds for training in the amount of \$12,384.

ITEM BACKGROUND

The TIFMAS Grant Assistance Program was launched in 2010 as a result of Senate Bill 1011 of the 81st Texas State Legislature. TIFMAS is an acronym for Texas Intrastate Fire Mutual Aid System. The program provides reimbursement grants to career fire departments and combination department assistance programs (HB 2604 Program). Training Tuition grants will reimburse 100% of the cost of tuition for eligible courses not to exceed \$87 per day per trainee, not to exceed \$160 per trainee, and not to exceed \$6,100 per school.

BUDGET/FINANCIAL SUMMARY

Increase line item 01-46068 (Grant Revenue) by \$12,384.
Increase line item 01-522-0513 (Training) by \$12,384.

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Approve budget amendment.



TEXAS A&M
FOREST SERVICE

5.4191

September 25, 2019

South Padre Island Fire Dept
4601 PADRE BLVD
SOUTH PADRE ISLAND, TX 78597

Case: 516
EDoc: 000311

Dear Chief:

Your application for grant assistance under the **TIFMAS Grant Assistance Program** has been **APPROVED**. The following items are qualified for cost-share reimbursement:

<u>Item</u>	<u>Our Maximum Cost-share Payment (not to exceed actual cost)</u>
<u>TRAINING TUITION -</u>	
RNR RESCUE - ROPES RESCUE/CONFINED SPACE OCT. 14 - 17, 2019 24 FF @ \$516 EA	\$12,384.00

This grant will expire on Sunday, November 17, 2019

Please notify us if no one attends this training.

Congratulations! Please contact us if you need additional information.


Texas A&M Forest Service

Training Tuition grants are capped at a maximum of \$125 per trainee per day, not to exceed \$625 per trainee per school. Cost-share assistance for Training Tuition grants will be capped at a maximum of \$12,500 per department per fiscal year (September 1 through August 31).

5-9

TIFMAS Grant Assistance Program Guidelines For Training Tuition Grant Assistance

Responsibilities of the fire department following notice of grant approval:

In order for your department to receive reimbursement under the grant program, the documents listed below are required:

1. A copy of the certificate of completion for each student who attended.
2. A copy of your payment to the school (check(s) / credit card statements) or a receipt/invoice from the school.
3. Please fax to (936) 639-8138

Special Note:

Applications for Training Tuition grants must be received before the course start-date. Applications received on or after the course start-date are not eligible for a Training Tuition grant.

A training grant will expire on the following date:

Training Tuition	– 30 days after the completion date of training course or school
On-Line Training Tuition	– 3 months from the approval date

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

MEETING DATE: October 16, 2019

NAME & TITLE: Doug Fowler, Fire Chief

DEPARTMENT: Fire Department

ITEM

Approve a budget amendment to allocate grant funds for training in the amount of \$550.

ITEM BACKGROUND

The TIFMAS Grant Assistance Program was launched in 2010 as a result of Senate Bill 1011 of the 81st Texas State Legislature. TIFMAS is an acronym for Texas Intrastate Fire Mutual Aid System. The program provides reimbursement grants to career fire departments and combination department assistance programs (HB 2604 Program). Training Tuition grants will reimburse 100% of the cost of tuition for eligible courses not to exceed \$87 per day per trainee, not to exceed \$160 per trainee, and not to exceed \$6,100 per school. The annual maximum cap per department is \$12,000.

BUDGET/FINANCIAL SUMMARY

Increase line item 01-46068 (Grant Revenue) by \$550.
Increase line item 01-522-0513 (Training) by \$550.

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Approve budget amendment.



TEXAS A&M
FOREST SERVICE

3.2244

09/24/2019

SOUTH PADRE ISLAND FD

Dear Chief:

Enclosed is a check in the amount of **\$ 550.00** for cost-share assistance for **(FIRE IN TEXAS FIRE SERVICE INCIDENT SAFETY OFFICER)**.

Please call if you have questions regarding this reimbursement.

Please deposit this check as soon as possible.

Sincerely,

Christine Safford

Business Associate I

Capacity Building Department

(979) 458-7357

csafford@tfs.tamu.edu

Visit texasfd.com to learn more about the TFS Fire Department Assistance Programs.

We are also on Facebook! www.facebook.com/firedepartmentassistance

5-12

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

MEETING DATE: October 16, 2019

NAME & TITLE: Doug Fowler, Fire Chief

DEPARTMENT: Fire Department

ITEM

Approve the 2018-2019 contracts with Cameron County Emergency Services District No. 1 for Fire and EMS services in the unincorporated area designated as Zone 6 on South Padre Island.

ITEM BACKGROUND

These contracts require the South Padre Island Fire Department to provide firefighting, ambulance and emergency medical services to unincorporated areas of Cameron County District 1, Zone No. 6 (located on South Padre Island) and allows compensation for the provision of those services.

BUDGET/FINANCIAL SUMMARY

Cameron County District 1 agrees to pay, subject to the availability of funds, the sum of \$43,650.29 annually for firefighting services.

Cameron County District 1 agrees to pay, subject to the availability of funds, the sum of \$42,278.42 annually for ambulance and emergency medical services.

COMPREHENSIVE PLAN GOAL

6A Continue to coordinate fiscally responsible and well-managed growth with the provision of adequate public facilities and services.

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

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Approve the Cameron County Emergency Services District No. 1 contracts.



THE STATE OF TEXAS §
§
COUNTY OF CAMERON §

**CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
FIRE SERVICES AGREEMENT**

This Agreement is made and entered into pursuant to Chapter 775 of the Texas Health & Safety Code, by and between the Cameron County Emergency Services District No. 1, hereinafter referred to as "DISTRICT," acting by and through its undersigned President, and the City of South Padre Island, located in Cameron County, Texas, hereinafter referred to as "PROVIDER," acting by and through its undersigned Mayor.

In consideration of the mutual covenants, agreements, and benefits to both parties, it is AGREED as follows:

**I.
PROVISION OF SERVICES**

1. During the term of this Agreement, PROVIDER agrees to furnish "firefighting" services - defined as the use of personnel and equipment to fight, extinguish and suppress fires, including the handling of "hazardous material incidents" or the provision of "rescue services", all in accordance with Attachment "A", which is incorporated by reference as if fully set forth herein, to the unincorporated area of Cameron County designated as Zone Number 6 on the Official Fire Protection Service Zone Map of the DISTRICT, which is also attached hereto as Attachment "B" and incorporated by reference as if fully set forth herein.
2. While the purpose of this map is to define generally the PROVIDER's main area of responsibility, such a designation does not limit the PROVIDER's duty to respond to other areas within the DISTRICT should the need arise; therefore, it is expressly agreed that when, in the judgment of the PROVIDER's Fire Chief, an emergency demands the response of the PROVIDER's firefighting services outside of Zone Number 6, the PROVIDER shall be obligated to respond.
3. PROVIDER will conduct itself in conformity with the requirements and standards of emergency services (i.e., firefighting) provided in this State, in accordance with any applicable state standards. PROVIDER will perform all acts necessary to successfully fulfill the purpose of this Agreement and shall, at all times, faithfully, industriously and to

5-15

the best of its abilities, experience and talents, perform all the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement and to the reasonable satisfaction of the DISTRICT.

4. The DISTRICT reserves the right to have its consultant or any other authorized agent or employee contact the PROVIDER and inspect the PROVIDER's facilities, equipment, and personnel to confirm compliance with the terms of this Agreement.

II MUTUAL AID

It is specifically understood and agreed that the PROVIDER will provide mutual aid, if feasible and without compromising its duties to its assigned Zone, to other Zones in the unincorporated areas of the County, when requested by another PROVIDER. Any dispatch of firefighting or rescue, and personnel pursuant to this Agreement is subject to the foregoing conditions:

1. PROVIDER shall include in its quarterly report a statement detailing the amount and type of equipment used, the number of personnel that responded to the call, and the location to which the equipment and personnel were dispatched to;
2. The responding PROVIDER shall be released as soon as feasible by the requesting agency when the services of the responding PROVIDER are no longer required; and
3. The PROVIDER shall have a statement in their policy manual [SOG's] to indicate a standing order to all members of the PROVIDER, ordering them to take appropriate action, consistent with the exposure to loss, until such time as dispatch is accomplished. For example, a PROVIDER discovers a fire and takes immediate action and is injured. (This particular clause is a requirement for the Federal Public Safety Officers Benefit Program, and must be in written SOG's to qualify for the program).

III. COMPENSATION

DISTRICT agrees to pay, subject to the availability of funds, the sum of 43,650.29 to the PROVIDER for firefighting services in the said unincorporated area of Zone 6 and for any mutual assistance provided in the unincorporated areas of any other Zones. Such sum to be paid to the PROVIDER in quarterly payments. If during the term of this Agreement funds become unavailable, DISTRICT will notify PROVIDER in writing after the next Emergency Services District No. 1 Board Meeting that PROVIDER will be excused from any further duties or obligations arising out of this Agreement. DISTRICT will hold harmless PROVIDER for any claims arising subsequent to said unavailability of funds.

It is specifically understood and agreed that as a condition precedent to payment, the PROVIDER

shall provide to the DISTRICT a written report summarizing the services rendered to the DISTRICT during the term of this Agreement, with all such reports (for each "fire call") describing the particular incident, in accordance with a standardized Fire Call Reporting Form, a copy of which is attached to this Contract. All such reports shall be due no later than the fifteenth (15th) day of the month following the end of each quarter.

PROVIDER shall not, in any event, be required to provide to the DISTRICT, or include in any such report, any privileged, confidential or private information regarding any patient or person for whom ambulance or emergency medical services have been provided, including but not limited to name, address, medical condition, or treatment information, or any other information determined by PROVIDER to be protected from disclosure under any applicable federal or state law or regulation.

**IV.
TERM OF AGREEMENT/TERMINATION**

The term of the Agreement shall be for one year, beginning **October 1, 2019, and ending September 30, 2020**. This Agreement may be terminated at will by either party sixty (60) days after the other party is sent written notice from the party desiring termination.

**V.
INSURANCE**

During the term of this Agreement, PROVIDER shall procure and keep in force the following insurance: (A) general liability insurance, with limits, as to personal injury and death, in the amount of ONE HUNDRED THOUSAND DOLLARS AND NO/100THS (\$100,000.00) for each injury and THREE HUNDRED THOUSAND DOLLARS AND NO/100THS (\$300,000.00) for each occurrence and (B) workers' compensation insurance protecting all of its employees. PROVIDER shall give the DISTRICT at least thirty (30) days' notice of any material change in or cancellation or non-renewal of such policy; furthermore, PROVIDER shall provide the DISTRICT with either copies of this policy, or alternatively, a Certificates of Insurance, to confirm such coverage.

**VI.
ACT OF GOD EXCUSES PERFORMANCE**

In the event that either party shall be prevented from completing performance of their respective obligations hereunder by an "act of God" or any other occurrence whatsoever which is beyond the control of the parties hereto, then such party shall be excused from any further performance of its obligations and undertakings hereunder, but only for the period of time after such occurrence that is necessary.

VII.

WARRANTIES OR REPRESENTATIONS

THE PARTIES TO THIS AGREEMENT SPECIFICALLY ACKNOWLEDGE THAT NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IS BEING MADE BY EITHER PARTY IN CONNECTION WITH THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, except as is set forth in this Agreement.

**VIII.
NOTICE**

All notices to the DISTRICT shall be sent by certified or registered mail, addressed to: Cameron County Emergency Services District No. 1, 964 East Harrison Street, Brownsville, Texas 78520, or at such other address as the DISTRICT may otherwise designate. All notices to City of South Padre Island shall be sent certified or registered mail, addressed to: 4601 Padre Blvd South Padre Island, Texas 78597.

**IX.
LAW GOVERNING/VENUE**

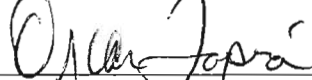
This Agreement shall be governed by the laws of The State of Texas and shall be performable in Cameron County, Texas.

**X.
ENTIRE AGREEMENT**

This Agreement shall comprise the entire agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, executed by the parties hereto and attached hereto.

Executed in duplicate by the President of the Cameron County Emergency Services District No. 1 and the Mayor of the City of South Padre Island, who are duly authorized to represent and bind said DISTRICT and PROVIDER, respectively, to the terms and conditions of this Contract, as set forth above, on this 25 day of September, 2019.

CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1




Oscar Tapia, CCESD Board President

CITY OF SOUTH PADRE ISLAND

Patrick McNulty, Mayor

ATTESTED BY:



Belinda Aguilar, CCESD

ATTESTED BY:

Susan Manning, City Secretary

5-18

Exhibit A

(To CCESD Firefighter Contracts)

The following items or categories, pursuant to the preceding CCESD- PROVIDER Contract (for "firefighting services"), are considered to be a "covered" and compensable "fire call" that is to be undertaken, as appropriate (based on the zone of coverage at issue and within the discretion of PROVIDER), by PROVIDER, which shall parallel the Fire Department Call Report that, along with this Appendix and the foregoing Contract, is approved by CCESD:

A FIRES

1. Structure Fire
2. Grass Fire
3. Vehicle Fire
4. Utility Pole Fire
5. Tree Fire
6. Trash Fire
7. Brush Fire

B. RESCUES

1. Aircraft Crash/Down
2. Drowning
3. Bee attack (rescue only)
4. **Water** Rescue (flood or beach) multiple rescues within the same 12hr operational period will be paid as one call
5. Heavy Rescue (building collapse, farm or industrial equipment)
6. Motor Vehicle Accident Extrication/Scene Safety

C. ENVIRONMENTAL RESPONSES

1. Motor Vehicle Accident "Spill Clean-up"
2. Gas leak/odor
3. Power lines down
4. **Haz-Mat** Response
5. Removal of trees on roadway

D. MISCELLANEOUS

1. Automatic Alarm Response
 - In the event of any questions about the terms in this Appendix, the County Fire Marshal will attempt to "rule" on the propriety of the claimed "fire call," administratively, in accordance with the terms of this Appendix and the Contract (between CCESD and PROVIDER), in consultation with the CCESD Administrator and the CCESD Counsel, it being anticipated that only emergency situations are to be addressed under the said Contract and this Appendix, involving (for example) injury to people or property, loss of life or property, or disasters, accidents, storms, explosions and so forth.

First Responders must be certified in the State of Texas as a First Responder through DHS; First Responders must respond "within the County", and they must carry the proper insurance: one million dollars in occurrences and three million dollars in aggregate. Failure to follow these requirements will result in providers not receiving the First Responder stipend.

519

EXHIBIT D
CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
CCESD FIRE CALL REPORTING FORM (Effective October 1, 2009, revised 3/14/17)

Date: _____ Time : _____

Fire Department Name: _____

CCESD Fire Zone Assigned (By Contract) To That Fire Department: _____

• • •

Type of Call (in accordance with the Appendix to the respective CCESD Firefighting Contract, a copy of the Appendix being attached to this Form):

Category: Fires/Rescues/Environmental Responses/Miscellaneous, Mutual Aid Request (Circle one)

Number (e.g., B 6, A 2): _____

MUTUAL AID REQUESTED BY: _____ **REQUESTING AGENCY'S ID#:** _____

MUTUAL AID REQUESTED FROM: _____ **REQUESTING AGENCY'S ID#:** _____

• • •

Location of Fire/Rescue/Environmental Response/Etc. (Giving Street or similar address and CCESD Fire Zone#):

Nature of Incident: _____

Number of Apparatus/Trucks Responding (of the said Fire Department): _____

Number of Personnel Responding (of the said Fire Department): _____

Amount of Time on the Scene (of said Fire Department) _____

Call Description/Narrative: _____

Notification of Incident By (e.g., 9-1-1 or municipal dispatcher, sheriff, police, state law enforcement, federal law enforcement, EMS service, or other sources):

• • •

I hereby certify, under penalties of perjury, that (1) the information set forth in this Form is true and correct, to the best of my knowledge and belief, in all particulars, (2) this form is accompanied by the Department's standard and legally required "fire incident" report, (3) CCESD is entitled to audit and review this report (as required by CCESD), and (4) the above (i.e., claimed) fire call was within the appropriate CCESD Fire Zone for this Fire Department (which is the appropriate Fire Department to respond to that fire call).

Fire Chief Signature: _____ (Printed Name): _____ Dated: _____

• • •

Approved Denied Reason for denial follows) _____

Reviewed by: _____ Date: _____

(This Fire Call Reporting Form is confirmed and augmented by the "fire incident" report required by law that is to be submitted with this Form). (If more space is required, use additional sheets of paper and attach the same to this Form).

5-20

“Exhibit C”
Performance Statement

Service Provider shall, in connection with firefighting, and if applicable, emergency medical services within the Cameron County Emergency Services District No. 1:

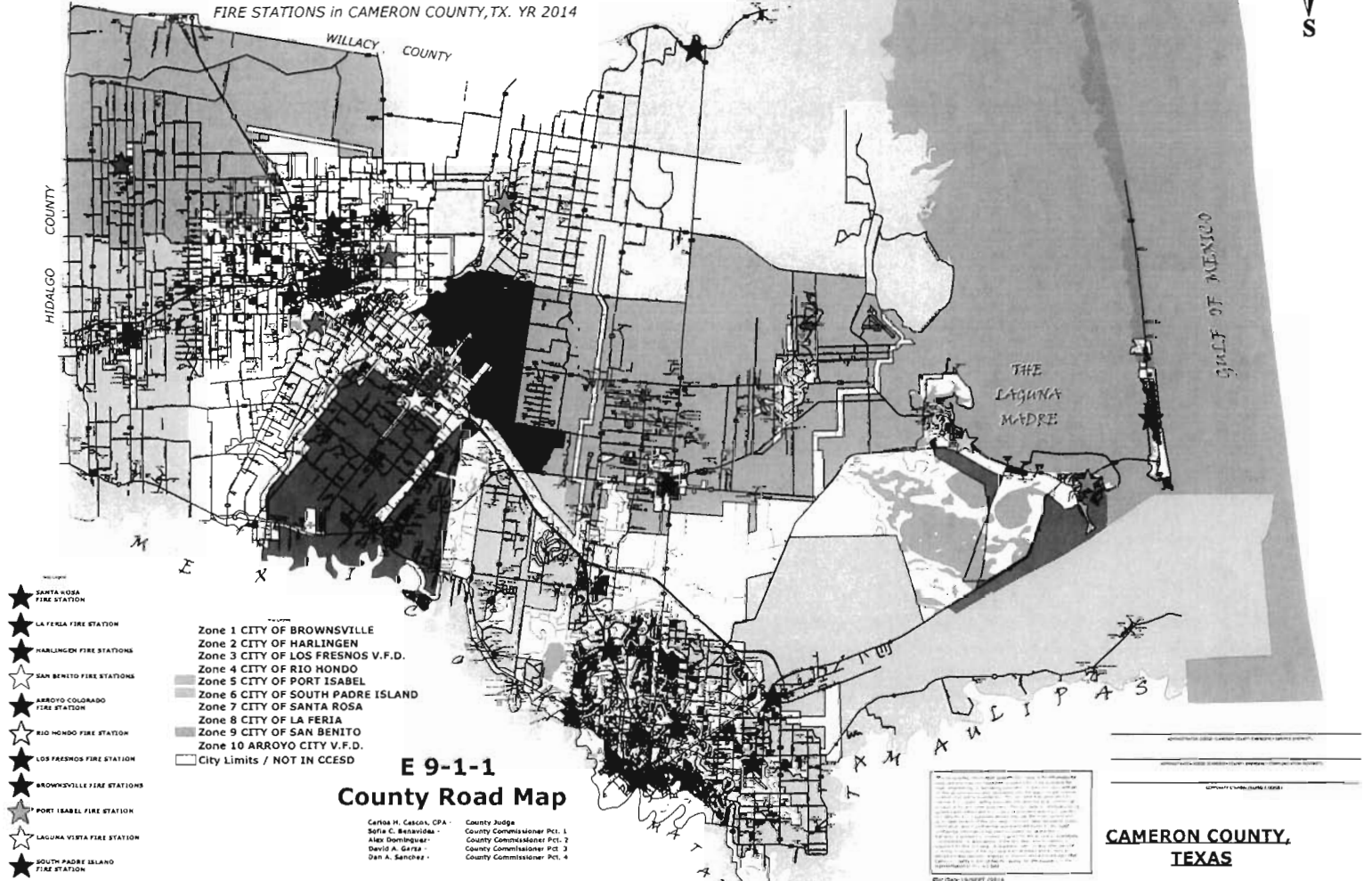
1. Assure fire prevention, firefighting and medical assistance personnel are properly trained and qualified for the levels of service required herein.
2. Assure that adequate qualified personnel are available in order to respond to fire and medical assist calls.
3. Assure that the fire and/or EMS department has adequate liability insurance as required by the State and provide a copy of same.
4. Provide adequate fully equipped and operational firefighting vehicles and equipment to respond to each fire call with a minimum response time.
5. Provide a departmental fiscal year operating budget that shows financial responsibility so as to adequately fund the personnel and equipment needs of the fire and/ or EMS department.
6. Prepare and submit such financial, administrative and narrative reports and other information as required, including but not limited to: A monthly narrative report of fire call activities, as of each month.
7. Provide routine (minor) maintenance of facilities, buildings and grounds, within their capabilities and to keep buildings and grounds clean and neat at all times.
8. Provide a sufficient number of volunteer and/ or paid firefighters to adequately provide fire protection to the District; the firefighters shall be trained in accordance with the minimum standards of the State Fireman’s and Fire Marshal’s Association of Texas, or the Texas Commission on Fire Protection.
9. Establish criteria and conduct a background check to preclude persons who have criminal histories that may be detrimental to the mission of the Department;
10. Maintain written standard operating procedures for the operation of the Department;
11. Maintain job descriptions outlining the responsibilities of members and employees;
12. Comply with the National Fire Protection Association Standards, insofar as possible, and all applicable state and federal statutes and rules;
13. Firefighters operating at hazardous material incidents are qualified, in accordance with the Occupational Safety and Health Administration (OSHA)1901.120;
14. Keep records and reports of all emergency calls as they pertain to the designated Zone and provide a summary of the same;
15. That the City Manager of a City Fire and/or EMS Department or his designee shall be the liaison with the District.
16. That the Fire Chief or EMS Director and/ or the President of a 501 (c) (3) Volunteer Fire Department, or his designee, shall be the liaison with the District.
17. Participate in fire and/or EMS Injury and Illness prevention education and training program activities such as CPR, AED, etc., when possible.
18. Provide additional protection coverage in the District by responding to a mutual aid call as part of a mutual aid agreement.
19. Participate with the Cameron County Fire Marshal’s Office and provide documentation when applicable for monitoring or conducting a site review.

5-21

ESD FIRE PROTECTION

EMERGENCY SERVICE DISTRICT ZONES

FIRE STATIONS in CAMERON COUNTY, TX. YR 2014



- ★ SANTA ROSA FIRE STATION
- ★ LA FERIA FIRE STATION
- ★ HARLINGEN FIRE STATIONS
- ☆ SAN BENITO FIRE STATIONS
- ★ ARROYO COLORADO FIRE STATION
- ☆ RIO HONDO FIRE STATION
- ★ LOS FRESNOS FIRE STATION
- ★ BROWNSVILLE FIRE STATIONS
- ★ PORT ISABEL FIRE STATION
- ☆ LAGUNA VISTA FIRE STATION
- ★ SOUTH PADRE ISLAND FIRE STATION

- Zone 1 CITY OF BROWNSVILLE
- Zone 2 CITY OF HARLINGEN
- Zone 3 CITY OF LOS FRESNOS V.F.D.
- Zone 4 CITY OF RIO HONDO
- Zone 5 CITY OF PORT ISABEL
- Zone 6 CITY OF SOUTH PADRE ISLAND
- Zone 7 CITY OF SANTA ROSA
- Zone 8 CITY OF LA FERIA
- Zone 9 CITY OF SAN BENITO
- Zone 10 ARROYO CITY V.F.D.
- City Limits / NOT IN CCESD

E 9-1-1 County Road Map

Carlos H. Casca, CPA - County Judge
 Sofia C. Benavides - County Commissioner Pct. 1
 Alex Dominguez - County Commissioner Pct. 2
 David A. Garza - County Commissioner Pct. 3
 Dan A. Sanchez - County Commissioner Pct. 4

FOR DATE: 10/SEPT/2014

**CAMERON COUNTY,
TEXAS**

FORRECTION: CCESD BOARD APPROVING DATE: JANUARY 6, 2011
 Approved Date: 06/10/2013

Attachment B R 0 5

5-23



THE STATE OF TEXAS §
§
COUNTY OF CAMERON §

**CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
EMERGENCY MEDICAL SERVICES CONTRACT**

This agreement is made and entered into pursuant to Chapter 775 of the Texas Health & Safety Code, by and between the Cameron County Emergency Services District No. 1, hereinafter referred to as "DISTRICT," acting through its undersigned President, and the City of South Padre Island, located in Cameron County, Texas, hereinafter referred to as "PROVIDER," acting by and through its undersigned City Mayor, both signatories having been authorized to execute this agreement upon an affirmative majority vote of their respective governing boards.

In consideration of the mutual covenants, agreements and benefits to both parties, it is AGREED as follows:

I.

PROVISION OF SERVICES

1. During the term of this Agreement, PROVIDER agrees to furnish **ambulance and emergency medical services**, in compliance with the Performance Statement, which is attached hereto as Attachment "A" and incorporated by reference as if fully set forth herein, to the unincorporated area of Cameron County designated as **Zone Number 6** on the Official Ambulance Service Zone Map of the DISTRICT, which is attached hereto as Attachment "B" and incorporated by reference as if fully set forth herein.
2. While the purpose of this map is to define generally the PROVIDER's main area of service responsibility, such a designation does not limit the PROVIDER's duty to respond to other areas within the DISTRICT should the need arise; therefore, it is expressly agreed that when, in the judgment of the PROVIDER's Director Of Emergency Medical Services, an emergency needs the response of the PROVIDER's ambulance and emergency medical services outside of Zone Number 6, the PROVIDER may respond.
3. PROVIDER will conduct itself in conformity with the requirements and standards of emergency services provided in this State, in accordance with any applicable state standards. PROVIDER will perform all acts necessary to successfully fulfill the purpose of this Agreement and shall, at all times, faithfully, industriously and to the best of its abilities, experience and talents, perform all the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement and to the reasonable satisfaction of the DISTRICT.

5-24

4. The DISTRICT reserves the right to have its consultant or any other authorized agent or employee contact the PROVIDER and inspect the PROVIDER's facilities, equipment, and personnel to confirm compliance with the terms of this Agreement.

II. COMPENSATION

DISTRICT agrees to pay, subject to the availability of funds, the sum of 42,278.42 to the PROVIDER for emergency services in the said unincorporated area of Zone 6. Such sum to be paid to the PROVIDER in quarterly payments. If during the term of this Agreement funds become unavailable, DISTRICT will notify PROVIDER in writing after the next Emergency Services District No. 1 Board Meeting that PROVIDER will be excused from any further duties or obligations arising out of this Agreement. DISTRICT will hold harmless PROVIDER for any claims arising subsequent to said unavailability of funds.

It is specifically understood and agreed that as a condition precedent to payment, the PROVIDER shall provide to the DISTRICT a written report summarizing the emergency medical services rendered to the DISTRICT, with said report listing all calls, by date, location and nature, made on behalf of the DISTRICT. All such reports shall be printed on reporting forms provided by the DISTRICT and shall be due no later than the fifteenth (15th) day of the month following the end of each quarter. Such form is attached hereto as Attachment "C", and incorporated by reference as if fully set forth herein.

The DISTRICT will make the final determination as to whether a call is a medical emergency call.

III. TERM OF AGREEMENT/TERMINATION

The term of the Agreement shall be for one year, beginning **October 1, 2019, and ending September 30, 2020**. This Agreement may be terminated at will by either party sixty (60) days after the other party is sent written notice from the party desiring termination.

IV. INSURANCE

During the term of this Agreement, PROVIDER shall procure and keep in force the following insurance: (A) general liability insurance, with limits, as to personal injury and death, in the amount of ONE HUNDRED THOUSAND DOLLARS AND NO/100THS (\$100,000.00) for each injury and THREE HUNDRED THOUSAND DOLLARS AND NO/100THS (\$300,000.00) for each occurrence and (B) workers' compensation insurance protecting all of its employees. PROVIDER shall give the DISTRICT at least thirty (30) days' notice of any material change in or cancellation or non-renewal of such policy; furthermore, PROVIDER shall provide the DISTRICT with either copies of this policy, or alternatively, a Certificates of Insurance, to confirm such coverage.

V. ACT OF GOD EXCUSES PERFORMANCE

In the event that either party shall be prevented from completing performance of its respective obligations hereunder by an "act of God" or any other occurrence whatsoever which is beyond the

control of the parties hereto, then such party shall be excused from any further performance of its obligations and undertakings hereunder, but only for the period of time after such occurrence that is necessary.

**VI.
WARRANTIES OR REPRESENTATIONS**

THE PARTIES TO THIS AGREEMENT SPECIFICALLY ACKNOWLEDGE THAT NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IS BEING MADE BY EITHER PARTY IN CONNECTION WITH THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, except as is set forth in this Agreement.

**VII.
NOTICE**

All notices to the DISTRICT shall be sent by certified or registered mail, addressed to: Cameron County Emergency Services District No. 1, 964 East Harrison Street, Brownsville, Texas 78520, or at such other address as the DISTRICT may otherwise designate. All notices to City of South Padre Island, shall be sent certified or registered mail, addressed to: 4601 Padre Blvd South Padre Island, Texas 78597.

**VIII.
LAW GOVERNING/VENUE**

This Agreement shall be governed by the laws of The State of Texas and shall be performable in Cameron County, Texas.

**IX.
ENTIRE AGREEMENT**

This Agreement shall comprise the entire agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, executed by the parties hereto and attached hereto.

Executed in duplicate by the President of the Cameron County Emergency Services District No. 1 and the City of South Padre Island, who are duly authorized to represent and bind said DISTRICT and PROVIDER, respectively, to the terms and conditions of this Contract, as set forth above, on this 25th day of September, 2019.

CAMERON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

Oscar Tapia 10/1/19
Oscar Tapia, CCESD Board President

Attested By:

Belinda Aguilar
Belinda Aguilar, CCESD Coordinator

CITY OF SOUTH PADRE ISLAND

Patrick McNulty, Mayor

Attested By:

Susan Manning, City Secretary

Exhibit A

Performance Statement

Service Provider shall, in connection with emergency medical services within the Cameron County Emergency Services District No. 1:

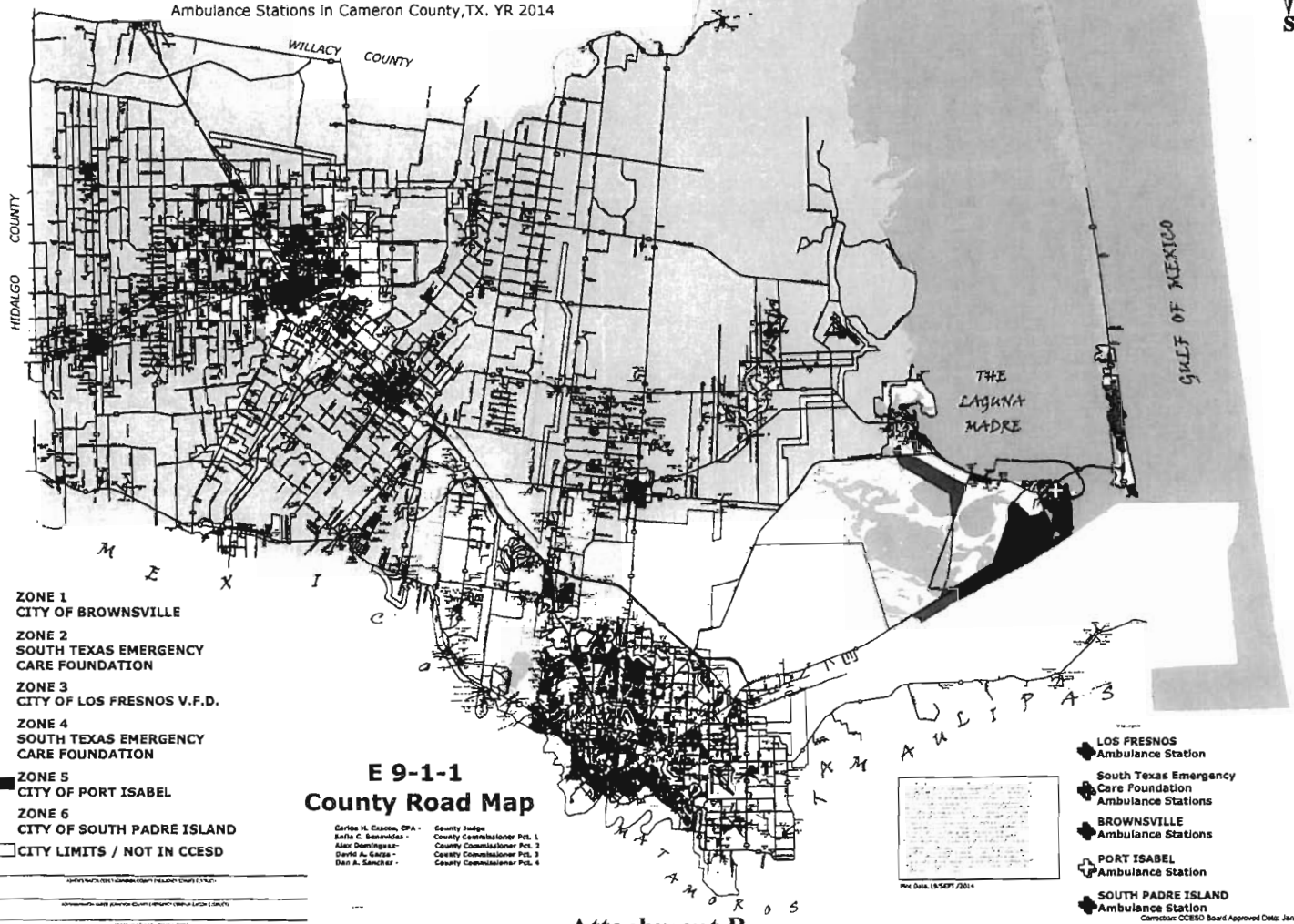
1. Assure medical assistance personnel are properly trained and qualified for the levels of service required herein.
2. Assure that adequate qualified personnel are available in order to respond to medical assist calls.
3. Assure that the EMS department has adequate liability insurance as required by the State and provide a copy of same.
4. Provide adequate fully equipped and operational vehicles and equipment to respond to each call with a minimum response time.
5. Provide a departmental fiscal year operating budget that shows financial responsibility so as to adequately fund the personnel and equipment needs of the EMS department.
6. Prepare and submit such financial, administrative and narrative reports and other information as required, including but not limited to: A monthly narrative report of EMS call activities, as of each month.
7. Provide routine (minor) maintenance of facilities, buildings and grounds, within their capabilities and to keep buildings and grounds clean and neat at alltimes.
8. Provide a sufficient number of paid EMT to adequately provide medical protection to the District; the EMT's shall be trained in accordance with the minimum standards required.
9. Establish criteria and conduct a background check to preclude persons who have criminal histories that may be detrimental to the mission of the Department;
10. Maintain written standard operating procedures for the operation of the Department;
11. Maintain job descriptions outlining the responsibilities of members and employees;
12. Comply with all required EMS Standards, insofar as possible, and all applicable state and federal statutes and rules;
13. Keep records and reports of all emergency calls as they pertain to the designated Zone and provide a summary of the same;
14. The City Manager of a City or EMS Department or his designee shall be the liaison with the District.
15. The EMS Director and/ or the Executive Director on the Profit or Non-Profit EMS organization, or his designee, shall be the liaison with the District.
16. Participate in fire and/or EMS Injury and Illness prevention education and training program activities such as CPR, AED, etc., when possible.
17. Preferred when possible your participation in the State Association Fire & Emergency Services District (SAFE-0) Annual Conference.
18. Provide additional protection coverage in the District by responding to a mutual aid call if applicable, as part of a mutual aid agreement.
19. Participate with the Cameron County Emergency Services Consultant and or the Fire Marshal's Office and provide documentation when applicable for monitoring or conducting a site review.
20. Attend the monthly meetings of the Cameron County Emergency Services District No. 1.
21. Emergency Services District is only responsible for emergency calls, non-emergency transports will not be paid through the Emergency Services District.

5-28

ESD Emergency Medical Services

EMERGENCY SERVICE DISTRICT ZONES

Ambulance Stations in Cameron County, TX. YR 2014



E 9-1-1 County Road Map

Carlton H. Casero, CPA - County Judge
 Sarita C. Saenz-Rodriguez - County Commissioner Pct. 1
 Alex Dominguez - County Commissioner Pct. 2
 David A. Garcia - County Commissioner Pct. 3
 Dan B. Sanchez - County Commissioner Pct. 4



Map Date: 18/SEPT/2014

Attachment B

Approved Date: 06/10/2013

5-30

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

MEETING DATE: October 16, 2019

NAME & TITLE: Alita Bagley, Council Member

DEPARTMENT: City Council

ITEM

Approve excused absence request for Council Member Alita Bagley from the October 2, 2019 City Council Meeting.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

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

MEETING DATE: October 16, 2019

NAME & TITLE: Aaron Hanley, AICP, AIA, NCI; Planning Director

DEPARTMENT: Planning Department

ITEM

Approve second and final reading of Ordinance 2019-15 amending Chapter 23 – Subdivision Regulations to comply with amended state legislature.

ITEM BACKGROUND

House Bill 3167 was passed by the state legislature, amending chapter 212 of the local government code, regarding subdivision approval process. This Ordinance will repeal and replace portions of the ordinance to comply with state law.

BUDGET/FINANCIAL SUMMARY

No impact.

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Staff recommends passing Ordinance.

ORDINANCE NO. 19-15

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 23 OF THE CITY CODE OF ORDINANCES PERTAINING TO THE CITY SUBDIVISION REGULATIONS, BY REPEALING AND REPLACING SECTION 23-04, 23-05, 23-09, 23-12, 23-14, AND 23-15; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION IN CAPTION FORM

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ILAND, TEXAS;

SECTION 1. Section 23-04, 23-05, 23-09, 23-12, 23-14, and 23-15 of Chapter 23 of the Code of Ordinances of the City of South Padre Island pertaining to Subdivision Regulations is hereby amended as follows:

Chapter 23 - SUBDIVISION REGULATIONS

ARTICLE I. - SHORT TITLE, PURPOSE, AND LEGAL PROVISIONS

Short Title: This Chapter 23 of the Code of Ordinances shall be known and may be cited as the "Subdivision Regulations of the City of South Padre Island, Texas," and may be referred to hereinafter as "these subdivision regulations" or "these regulations."

(Ord. No. 01-01, January 2001)

Sec. 23-04. - Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Those definitions not expressly defined herein are to be construed in accordance with the definitions in the Zoning Code for the City of South Padre Island, or other applicable ordinances of the City, or in the absence of such definitions, then in accordance with customary usage in municipal planning and engineering practices.

Alley means a narrow, paved, public or private way primarily designed to provide a secondary means of vehicular and/or pedestrian access to the side or rear of any property whose principal frontage is on a street. An alley shall have a lower engineering design standard than a street.

Access drive means a private way located within an access easement that affords the principal means of vehicular access to abutting property. An access drive shall: 1) connect to an existing public street or highway; 2) not exceed 150 ft. in length; 3) serve five (5) lots or less; and 4) not be extended. The abutting lots shall be located on only one side of the access drive. Access drives are exempt from the

requirement of cul-de-sac turnarounds and the standard of design for the vehicular passageway(s) shall have similar construction standards as alleys or driveways. Use of the term Access Drive will be prohibited when a submission does not first comply with the four restrictions stated above.

Access easement means authorization granted by a property owner for the use by another to use a designated area of the property for vehicular passage.

City means the City of South Padre Island, Texas.

Commission means the Planning and Zoning Commission of the City of South Padre Island, Texas.

Cul-de-sac means a street having but one outlet to another street and terminated on the opposite end by a vehicular turnaround.

Deadend street means a street, other than a culdesac, with only one outlet.

Easement means authorization granted by the property owner for the use by another of any designated part of his property for a clearly specified purpose.

Engineer means a person duly authorized under the provisions of the Texas Engineering Registration Act, as amended, to practice the profession of engineering.

Extraterritorial jurisdiction (ETJ) means that area surrounding the City limits and extending there from as defined by the Texas Local Government Code Section 212.001, as amended.

Filing date means the date which the Planning Department determines that they have received all correct and required information, plats, and fees to process the plat application or the date after the expiration of the time period for notice to third parties as required by state law, whichever is greater. City Planner shall have ten (10) calendar days from receipt of the application to determine if the plat application is complete.

Infrastructure means the basic facilities, services, and installations necessary in a community, such as sewers, water systems, utilities, drainage systems, streets, and sidewalks.

Lot means a tract, plot, parcel, or portion of a subdivision or other parcel of land, intended as a unit for the purpose, whether immediate or future, of transfer of ownership or of building development.

May means a word denoting action that is discretionary.

Net area means the area of a lot excluding all easements greater than 15 feet in width, dedications and rightsofway; except for private developments, which may include the areas of the access easements within the calculations for the net lot area.

Person means any individual, agency, corporation, partnership, unincorporated association of persons, organization, trust or trustee, receiver, assignee, administrator, executor, guardian, firm, joint stock association, company or body politic.

5-34

Right-of-way means a strip of land intended to be occupied by a street, pedestrian way, crosswalk, utilities, landscaping, or for another special use. The usage of the term "right-of-way" for land platting purposes shall mean that the right-of-way hereafter established and shown on a record plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and not included within the dimensions or areas of such lots or parcels. Right-of-ways intended for any use involving maintenance by a public or quasi-public agency shall be dedicated by the subdivider on whose plat such right-of-way is established.

Resubdivision (replat) means a change in a map of an approved and recorded subdivision plat, or any map or plan legally recorded prior to the effective date of these regulations.

Shall means a word denoting action that is always mandatory.

Street means a general term denoting a public or private way that affords the principal means of vehicular access to abutting property.

Subdivider means any person who (1), has a proprietary interest in land, and causes it, directly or indirectly, to be divided into a subdivision; or who (2), directly or indirectly sells, leases, or develops, or offers to sell, lease, or develop, or advertises for sale, lease, or development, any interest, lot, parcel, site, unit, or plat in a subdivision; or who (3), engages directly, or through an agent, in the business of selling, leasing, developing, or offering for sale, lease, or development a subdivision of any interest, lot, parcel, site, unit, or plat in a subdivision; and who (4) is directly or indirectly controlled by or under direct or indirect common control with any of the foregoing.

Subdivision means the assembly of lots, parcels, sites, units, plats, or interests or the division of a single parcel of land into two (2) or more lots, parcels, sites, units, plats, or interests for the purpose of sale, lease, or development, either on the installment plan or upon any and all other plans, terms, and conditions. "Subdivision" includes the division, assembly, or development of land for both residential and non-residential uses, whether by deed, metes and bounds description, devise, intestacy, lease, map, plat, or other recorded instrument. "Subdivision" includes the act of re-subdivision as defined herein.

Surveyor means a licensed state land surveyor or a registered professional land surveyor, as authorized by state law to practice the profession of surveying.

Utilities means installations for transmission of water, sewage, electricity, telecommunications, cable television, storm water, and similar facilities providing service to and used by the public.

Utility easement means authorization granted by a property owner to use a designated area of the property for the purpose of installation, improvement, and maintenance of utilities.

Sec. 23-05. - Policies and special provisions.

(A) Approval. The Planning and Zoning Commission shall approve all plats within the City and the City's extraterritorial jurisdiction.

5-35

- (B) Permitting. The City shall not issue building, repair, plumbing or electrical permits for any structure on a lot in a subdivision until a record plat has been approved by the City and filed for record; provided, however, that this provision shall not prevent a subdivider from installing infrastructure in accordance with plans and specifications approved by the Director of Public Works on the subject property of an approved preliminary plat.
- (C) Enforcement. On behalf of the City, the City Attorney may institute appropriate action in a court of competent jurisdiction to enforce the provisions of this chapter or the standards referred to herein with respect to any violation thereof which occurs within the City and within the extraterritorial jurisdiction of the City.
- (D) Extension. At any point during the platting process, for both preliminary and record plats, the applicant may voluntarily postpone further action on the application by the City by submitting a request for extension, in writing, addressed to the City Planner. The extension request should specifically identify the time period for which the postponement is requested, but may not exceed thirty (30) days. If the applicant fails to present a plat to the City for review and approval by the date stated in the extension letter, the plat will be automatically considered withdrawn. The filing of a request for an extension constitutes an agreement by the owner and the applicant, their successors and assigns, that the statutory time period within which the City must act shall become null and void.
- (E) Appeal Process. Any person aggrieved by the decision of the Planning and Zoning Commission in granting approval or disapproval of a record plat may appeal such decision to the City Council, requesting a determination by that body. A "Notice of Appeal" must be filed in the Office of the City Secretary within ten (10) calendar days following the decision of plat approval or denial. The appeal shall specifically state how the application, as filed or subsequently modified, meets, or fails to meet, the applicable criteria set forth in these regulations. No appeals will be accepted after the tenth calendar day following the decision of plat approval or denial. However, if an appeal is submitted, the aggrieved party shall be placed on the agenda for the next regular meeting of the City Council for a final decision.

Sec. 23-09. - Preliminary plat and accompanying data.

- (A) Generally. The subdivider shall cause preliminary plats to be prepared by a surveyor in accordance with this chapter.
- (B) Time for filing and copies required. The subdivider shall file ten (10) complete blue- or black-line copies of the plat to the Planning Department at least 15 working days prior to the regularly scheduled meeting date of the Planning and Zoning Commission, however applications will not be received more than 30 days prior to the regularly scheduled meeting date of the Planning and Zoning Commission.
- (C) Formal Application. A complete plat application shall consist of:

- (1) A completed application form.
- (2) The appropriate filing fee per plat. This fee is non-refundable.
- (3) A current title letter (written by a Title Company or an attorney licensed to practice in the State of Texas) or title insurance policy, both or either of which must be dated no more than sixty (60) calendar days from the application date and must detail the ownership, legal description, any and all liens, and all easements on the property.
- (4) If the applicant is other than the record owner of the property depicted on the plat, a power of attorney or other satisfactory evidence of the applicant's authority to make such application on behalf of or with the permission of the record owner.
- (5) Separate Survey of Existing Conditions. In the event that the subject property has any existing structures, the plat shall be accompanied by three (3) copies of a survey of the property, separate and distinct from the submitted plat. This survey is for staff review and will not be recorded. The survey shall be drawn to a scale of 100 feet to 1 inch or other appropriate scale; signed and sealed by the land surveyor; and show the existing conditions as follows:
 - (a) The exact locations, dimensions, area(s) of the lot(s), names and dimensions of all existing or recorded streets, alleys, easements or other public rights-of-way within the subdivision, and/or intersecting or contiguous with its boundaries.
 - (b) The exact locations of existing submerged areas, water-courses, and drainage structures within the boundaries of the subdivision.
 - (c) Locations and dimensions of existing buildings and structures on the site.
 - (d) F.E.M.A. flood elevation for the property, and the location of the flood zone boundary(ies) if more than one flood zone impacts the subject property.
 - (e) Locations of building setback lines.
- (6) Preliminary Plat form and content. The preliminary plat shall be drawn to a scale of 100 feet to 1 inch or other appropriate scale, and signed and sealed by the land surveyor. When more than one sheet is necessary to accommodate the entire area, an index sheet showing the entire subdivision at an appropriate scale shall be attached to the plat. The plat shall show the following:
 - (a) Names and addresses of: owner(s) of record of the land to be subdivided, the subdivider(s) - if different than the owner(s), and the surveyor preparing the plat.
 - (b) Proposed name of the subdivision, which shall not have the same spelling as or be pronounced similar to the name of any other subdivision currently located within the corporate limits or the ETJ of the City.
 - (c) Description, by metes and bounds, of the subdivision boundaries.

5-37

(d) Existing conditions as follows:

1. The exact locations, dimensions, areas of the lot(s), names and dimensions of all existing or recorded streets, alleys, easements or other public rights-of-way within the subdivision, and/or intersecting or contiguous with its boundaries.
2. The exact locations of existing water-courses within the boundaries of the subdivision.

(e) Proposed subdivision conditions, indicated by heavy/dark lines and printing, as follows:

1. Boundary lines with distances and bearings.
2. The acreage (square feet if less than an acre) of each separate and discrete lot depicted on the plat.
3. The exact locations, dimensions, descriptions and names of all proposed streets, alleys, parks, other public areas, easements or other rights-of-way, blocks, lots and other sites within the subdivision.

(f) Date of preparation, scale of plat and north arrow.

(g) Appropriate lot, block, and subdivision identification for each lot on the plat.

(h) Vicinity map, at some appropriate scale, which shall locate the subject property in proximity to nearby subdivisions, and streets (with names).

(i) All subdivision monuments and markers shall be located and described. The subdivision must be located with respect to a corner of the survey or tract or an original corner of the original survey of which it is a part.

(D) Processing of Preliminary Plat.

(1) The Planning Department shall check the preliminary plat as to its conformity with this ordinance, the City of South Padre Island Zoning Ordinance, as amended, and the standards and specifications set forth herein or referred to herein.

(2) Pertinent copies of the preliminary plat data may be submitted to the Director of Public Works, and he or she shall check the same for conformity with the standards and specifications contained or referred to herein.

(3) The Planning Department shall forward the preliminary plat to the Planning and Zoning Commission with a recommendation as to modifications, additions or alterations of such plat data.

(4) Within 30 calendar days of the filing date of a plat application, the Planning and Zoning Commission shall approve, conditionally approve with modifications, or disapprove the preliminary plat. If the plat is denied, the Commission shall inform the subdivider, in writing, of the specific reasons for the denial. If the plat is conditionally approved with modifications, the Commission shall inform the subdivider, in writing, of any required modifications and the reasons for those modifications. The subdivider, in turn, may submit a written response that satisfies each condition

5-38

for the conditional approval or remedies each reason for disapproval. The Commission shall determine whether to approve or disapprove the subdivider's previously conditionally approved or disapproved plat not later than the 15th day after the date the response was submitted.

- (5) Approval of a preliminary plat by the Planning and Zoning Commission shall be deemed an expression of approval of the layout submitted on the preliminary plat, which shall then be used as a guide for the installation of streets, water, sewer and other required improvements and utilities and for the preparation of the record plat.
- (6) Approval of a preliminary plat shall be effective for only one year. If, after one year, no development has occurred which would affect the proposed plat, the City shall revoke the preliminary approval. The Planning and Zoning Commission may, upon the application of the subdivider, extend the approval for an additional six months. If, at the end of the six-month extension, development still has not occurred that would affect the proposed plat, the City shall revoke the preliminary approval.

Sec. 23-12. - Record plat.

(A) Generally.

- (1) The subdivider shall cause a record plat to be prepared by a surveyor in accordance with this chapter.
- (2) For those subdivisions of land requiring the installation of streets, access drives, and/or utilities, the Director of Public Works' final engineering plan approval is required prior to plat approval. Also for record plat approval, the subdivider must have installed all improvements to the Director of Public Works' satisfaction, or have posted a Performance Guarantee, approved by both the Director of Public Works and the City Manager, for 110% of the estimated cost of the proposed improvements.

(B) Time for filing and copies required. The subdivider shall file ten (10) complete blue- or black-line copies of the plat to the Planning Department at least 15 working calendar days prior to the regularly scheduled meeting date of the Planning and Zoning Commission, however applications will not be received more than 30 days prior to the regularly scheduled meeting date of the Planning and Zoning Commission.

(C) Form and content.

- (1) The record plat and the submitted engineering plans shall conform to the preliminary plat as approved or conditionally approved by the Planning and Zoning Commission incorporating any and all changes, modifications, alterations, corrections and conditions recommended by the Planning and Zoning Commission and the Director of Public Works.
- (2) The record plat shall be submitted in an original and ten (10) copies, drawn at a scale of 100 feet to 1 inch or other appropriate scale, and shall be signed and sealed by the surveyor. Where more than

one sheet is necessary to accommodate the entire area, an index sheet showing the entire subdivision at an appropriate scale shall be attached to the plat.

- (3) In addition to the requirements for the preliminary plat, the record plat shall also include the following:
- (a) The exact locations, dimensions, names and descriptions of all existing or recorded streets, alleys, reservations, easements or other public rights-of-way, blocks, lots and other sites within the subdivision with accurate dimensions, bearing or deflection angles and radii, area, central angles, degree of curvature, tangent distance and length of all curves where appropriate.
 - (b) The exact locations, dimensions, descriptions and names of all proposed streets, alleys, drainage structures, parks, other public areas, reservations, easements or other rights-of-way, blocks, lots and other sites within the subdivision with accurate dimensions, bearing or deflection angles and radii, area, central angles, degree of curvature, tangent distance and length of all curves where appropriate.
 - (c) The plat shall show the vacating plat, if appropriate.
 - (d) The plat must have included upon it, or must be accompanied by a document containing, the description of the water and sewer service facilities that will be constructed or installed to serve a subdivision with a statement of the date by which the facilities will be fully operable. This statement must be prepared by an engineer and must certify that the water and sewer facilities described by the plat and/or document attached to the plat are in compliance with Texas Water Code Section 16.343, as amended.
 - (e) Restrictive covenants. If the subdivider places restrictions on any of the land contained in the subdivision, such restrictions shall be printed upon the record plat to be recorded, or, if space prohibits, upon a separate document recorded in the office of the County Clerk. Reference to the restrictions shall be indicated on the subdivision plat submitted to the City for approval. A copy of such restrictions and all amendments shall be filed with the Planning Department.
 - (f) The record plat shall also include the following acknowledgments. Any proposed modifications to these acknowledgments will be referred to the City Attorney for review and approval:

1. Owner's acknowledgment.

State of Texas

County of Cameron

I (we), the undersigned, owner(s) of the land shown on this plat, and designated herein as (legal description of property) within the City of South Padre Island or its ETJ, and whose name is subscribed hereto, hereby dedicate to the appropriate public or private entity for the benefit of the

5-40

Before me, the undersigned authority, on this day personally appeared,
_____ known to me to be the person whose name is subscribed to this plat, and
acknowledged to me that he/she executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this the _____ day of _____, 20__

Notary Public Date

County

3. Certification by the City Authority:

Approved by the Planning and Zoning Commission of the City of South Padre island, this the _____
day of _____, 20__.

Chairman, Planning & Zoning Commission Public Works Director

4. Certification of the surveyor responsible for surveying the subdivision area, attesting to its accuracy:

State of Texas

County of Cameron

I, the undersigned, a registered professional land surveyor in the State of Texas, hereby certify that this
plat is true and correct and was prepared from an actual survey of the property made under my
supervision on the ground.

(Surveyor seal)

Registered Professional Land Surveyor Date

5. Certification by taxing authorities that all taxes have been paid in full:

State of Texas

County of Cameron

The undersigned hereby certifies that all ad valorem taxes owned to all of the taxing units, represented
by the undersigned are currently paid in full for the area inside the boundaries of (the legal
description of property), depicted hereon.

5-4/2

Approved: _____

Name

Date

Assessor and Collector of Taxes, Cameron County

Approved: _____

Name

Date

Assessor and Collector of Taxes

Point Isabel Independent School District Tax Office

(D) Processing of record plat.

(1) The Planning Department shall check the record plat as to its conformity with the approved preliminary plat, this ordinance, the City of South Padre Island Zoning Ordinance, as amended, and the standards and specifications set forth herein or referred to herein.

(2) The Planning Department shall forward the record plat to the Planning and Zoning Commission with a recommendation as to modifications, additions or alterations of such plat data.

(3) Within 30 calendar days of the filing date of a plat application, the Planning and Zoning Commission shall approve, or disapprove the record plat. If the plat is denied, the Commission shall inform the subdivider, in writing, of the specific reasons for the denial. The subdivider, in turn, may submit a written response that satisfies or remedies each reason for disapproval. The Commission shall determine whether to approve or disapprove the subdivider's previously disapproved plat not later than the 15th day after the date the response was submitted.

(4) Appeals. Any person aggrieved by the decision of the Commission in granting approval or denial of the record plat may appeal such decision to the City Council in accordance with Section Section 23-05 E.

(5) Period of Validity. Approval of the record plat shall be effective for a period of sixty (60) calendar days following the date of Commission approval, at the end of which time, recording of the record plat with the County Clerk's Office must have been completed. If any record plat is not filed within this time period, the record plat shall be null and void and the applicant shall be required to resubmit a new plat for approval subject to all zoning and subdivision regulations in effect at the time of resubmission. At the request of the applicant, and upon cause shown, the Planning and Zoning Commission may extend the approval of the record plat not to exceed one (1) year beyond this expiration date.

(6) Office Copy. No building permits will be issued on or for the subject property until the applicant can provide the Public Works Department a blue or black-lined copy of the recorded plat bearing the Cameron County Clerk's signature, seal, and notation as to the plat book and page; a reproducible

5-43

copy of the plat bearing the Cameron County Clerk's seal, and notation as to the plat book and page; and any similarly recorded deed restrictions accompanying the plat.

Sec. 23-14. - Standards and specifications for the installation of improvements.

The City shall not approve or accept any preliminary or record plats or completed improvements unless they conform to the following:

- (A) Streets.
 - (1) Street layout. The subdivider shall provide streets that conform to the Standards and Specifications for the Acceptance of Public Improvements for the City of South Padre Island, Texas and shall be considered in their relation to existing and planned streets, to topographic conditions, to public safety and convenience, and in their appropriate relationship to the proposed uses of land to be served by such streets. The street layout shall be devised for the most advantageous development of the entire neighborhood.
 - (2) Relation to adjoining street system. Where necessary to the neighborhood pattern, existing streets in adjoining areas shall be continued and shall be at least as wide as such existing streets and in alignment therewith.
 - (3) Projection of public streets. Where adjoining areas are not subdivided, the arrangement of public streets in the subdivision shall make provisions for the proper projection of public streets into such un-subdivided areas.
 - (4) Street Jogs. Street jogs with centerline offsets of less than 125 feet shall not be permitted.
 - (5) Street intersections. Street intersections shall be as nearly at right angles as practicable, giving due regard to terrain, topography, site distances and safety.
 - (6) Dead-end Streets. Dead-end streets shall be prohibited except as short stubs not to exceed the depth of one (1) lot to permit future expansion. Short stub dead end streets shall not require turnarounds.
 - (7) Cul-de-sacs. In general, cul-de-sacs streets shall not exceed 500 feet in length, and shall have a turnaround of not less than 100 feet in diameter (right-of-way).
 - (8) Right-of-ways. Right-of-ways shall be in accordance with the Standards and Specifications for the Acceptance of Public Improvements for the City of South Padre Island, Texas
 - (9) Street names. Names of new streets shall not duplicate or cause confusion with the names of existing streets, unless the new streets are a continuation of or in alignment with existing streets, in which case, names of existing streets shall be used. Street signs that conform to City standards shall be installed at the expense of the subdivider.

- (10) Traffic Regulatory Signs and Signals. The subdivider shall bear all expense for the purchase and installation of all required traffic regulatory signs and signals as a result of the proposed development. The locations and type of traffic regulatory signs and/or signals required shall be determined by the Director of Public Works, the specifications of which shall conform to the current edition of the Standards and Specifications for the Acceptance of Public Improvements for the City of South Padre Island, Texas.
- (B) Alleys. If the subdivider chooses to construct/install alleys, he shall do so according to the current edition of Standards and Specifications for the Acceptance of Public Improvements for the City of South Padre Island, Texas.
- (C) Water installation.
- (1) Water supply and distribution. All lots shall have access to potable water service, provided by a public water supplier and approved by the Texas Department of Health. The public water supplier must submit a letter to the City stating it agrees to supply water to the subdivision and that water meters are immediately available to every lot upon application and installation by the subdivider or the public water supplier.
- (D) Sewers.
- (1) Sewer lines. All lots shall have access to sanitary sewer facilities, including individual sewer connections for each lot in the subdivision. The sanitary sewer facility provider must submit a letter to the City stating it agrees to supply the sanitary sewer facilities to the subdivision.
- (2) Septic Tanks. Installation of septic tanks is prohibited.
- (E) Drainage Easements. Where a subdivision is traversed by a watercourse, drainage way, natural channel or stream, there shall be provided an easement or right-of-way conforming substantially to the limit of such watercourse, plus additional width to accommodate future needs. The minimum easement width for an enclosed system is fifteen (15) feet, and for an open drain is thirty (30) feet.
- (F) Sidewalks. A developer shall install a sidewalk on a public street right-of-way, which is one (1) foot from the front lot line. Sidewalks shall be a minimum of five (5) feet wide in residential areas and eight (8) feet wide in business areas. The construction shall conform to the current edition of Standards and Specifications for the Acceptance of Public Improvements for the City of South Padre Island.
- (G) Reserve strips prohibited. There shall be no reserve strips controlling access to land dedicated or intended to be dedicated to public use, EXCEPT for properties that need to provide for public beach access and/or public beach parking consistent with 31 TAC, §15.7. In such exceptions, the reserve strip shall be clearly marked and labeled for such use.
- (H) Private Improvements; Private Streets.

5-45

- (1) Applicability. Private streets are permitted and are subject to the design criteria and standards of Chapter 23 Subdivision Ordinance. Private streets are only allowed within an enclave subdivision subject to being designed and constructed to the standards of a public street.
- (2) Design Standards. Right-of-way for a private street is not dedicated to the public; however, it must be designated as a "private street, drainage, and public utility easement." The right-of-way required for private streets shall be based upon the same criteria as for public streets in similar developments. The design standards and construction specifications of private streets shall be the same as for public streets except as noted below:
 - (a) A right-of-way of fifty (50) feet for a Local Street (as defined by Institute Transportation Engineers Functional Classification System).
 - (b) A right-of-way of twenty-five (25) feet for Access Drive(s).
 - (c) The paved street width, exclusive of curb exposures, shall be a minimum of twenty-five (25) feet for Local Streets.
 - (d) Dead-end street shall be allowed on blocks with six or fewer lots and less than 150 feet in length, measured from the point of intersection between the private street and the public right-of-way.
- (3) Certification. Upon completion of construction, the Public Works Director shall be provided with a written certification signed by a licensed professional engineer certifying that the private streets and sidewalks (as applicable) were designed and installed as required by the provisions of this chapter.
- (4) Maintenance. Private streets and sidewalks shall be owned and maintained by a corporation, community association, or other legal entity established for this purpose.
- (5) Converting Private Streets into Public Streets. Upon the request of any person, the City may, in its discretion, accept a private street(s) into the City's street network subject to the following processes:

The requesting person at their expense must provide an engineering report to the public works department for review. The engineering report shall include all of the following:

- (a) Request from any person that the city accept the private street(s);
- (b) Document indicating one hundred (100) percent owners' participation;
- (c) Subdivision plat;
- (d) Subdivision construction plans to include plan and profile;
- (e) Certification letter from the project engineer certifying the construction of the subdivision was done in accordance with the public works specifications;

- (f) Photos showing the conditions of the existing roadway and right-of-way throughout the subdivision; and
- (g) Site plan showing location of streetlights and traffic control devices (if applicable).

The engineering report must be completed before the public works department proceeds with all of the following procedures:

- (i) Public works department receives engineering report and distributes it to appropriate city departments.
- (ii) If the Planning Department determines one hundred (100) percent of the legal property owners are represented as supporters of the request, this information is forwarded to the Public Works Director. If support for the ownership transfer is less than one hundred (100) percent, this information is submitted to the public works department who will notify the applicant of the denial of the request.
- (iii) The Public Works Director will evaluate street surface condition and appurtenances information. If a low score is given, then the Public Works Director will notify the applicant of the denial of the request.
- (iv) The Public Works Director may recommend to City Council that it is in the interest of the City to accept the street for ownership and maintenance, and subsequently, the City Council's approval of acceptance is required before any street may become a public street.
- (v) Process for removal of control access facilities (gate, rails, house, etc.).
- (6) Parking on Private Streets. Parking shall be prohibited on any private street less than twenty-eight (28) feet in width and, if utilized on streets thirty (30) feet wide or wider, it must be clearly distinguishable from the movement lanes and not impede the lane(s) of travel.
- (7) Infrastructure Requirements.
 - (a) Streets and Sidewalks. Vehicular circulation may also be provided by internal private Access Drives. Access Drives must meet the requirements for fire lanes as per the International Fire Code for width, lengths and parking requirements whether for a commercial or residential base zoning. A building permit must be obtained for Access Drives, and would include site plan review and inspection for flatwork/civil work within the public ROW.
 - (b) Utilities. All utility systems shall comply with the utilities standards of this chapter. Water and sanitary sewer systems may be publicly or privately owned; however, the maintenance of private systems shall be the responsibility of the community association. Public utility systems shall be approved by the applicable agency or city department.

- (c) Utility Easements. Publicly owned and/or maintained utilities shall be placed in streets or easements, which are a minimum of sixteen (16) feet in width unless a narrower width is approved by the applicable utility.

The use of a utility easement may be permitted if it provides for each of the following:

- (i) The easement shall be approved by the city (Planning Director and the City Attorney) prior to recordation in the Cameron County Deed Records.
- (ii) The document provides for an irrevocable access easement.
- (iii) The easement shall be accompanied by a maintenance agreement that the owner of the property shall maintain the easement in a safe and operable condition and shall correct any safety hazards or eminent needs if such is determined to be required by the city in order to protect the use of the easement.

- (8) Private Streets, sidewalks, landscaping and lighting, and other common areas and facilities. Provisions shall be made for a property owners' association that is designated as the representative of the owners of property in a residential subdivision. The property owners' association shall have the direct responsibility to provide for the operation and maintenance of all common areas and facilities, including private streets and sidewalks, which are a part of the subdivision. The applicant shall submit the dedicatory instrument(s) covering the establishment, maintenance, and operation of a residential subdivision. The dedicatory instrument(s) shall establish a plan for the use and permanent maintenance of the common areas/facilities and demonstrate that the property owners' association is self-perpetuating and adequately funded by regular assessment and/or special assessment to accomplish its purposes. The dedicatory instrument(s) shall include provisions that provide the city with permission for access at any time without liability when on official business, and further, to permit the city to remove obstructions if necessary for emergency vehicle access and assess the cost of removal to the owner of the obstruction. The dedicatory instrument(s) must be approved by the city attorney as to legal form prior to any plat recordation and shall be recorded at the same time as the plat.

Property owners' association means an incorporated or unincorporated association that: (i) is designated as the representative of the owners of property in a residential subdivision; (ii) has a membership primarily consisting of the owners of property covered by the dedicatory instrument for the residential subdivision; and (iii) manages or regulates the residential subdivision for the benefit of the owners of property in the subdivision. "Property owners' association" also means the designated representative of the owners of property in a subdivision and may be referred to as a "homeowners association," "community association," "civic association," "civic club," "association," "committee," or similar term contained in the dedicatory instrument.

Dedicatory instrument means each governing instrument covering the establishment, maintenance, and operation of a residential subdivision. The term includes restrictions or other similar instruments that subject property to restrictive covenants, bylaws, or similar instruments governing the

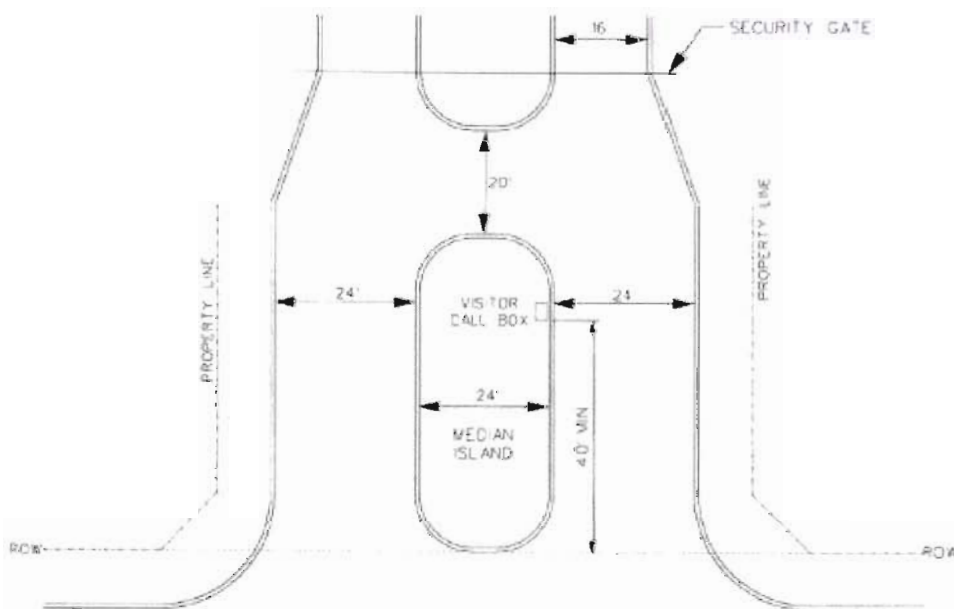
administration or operation of a property owners' association; allow for properly adopted rules and regulations of the property owners' association; and authorize enactment of lawful amendments to the covenants, bylaws, rules, or regulations.

Regular assessment means an assessment, a charge, a fee, or dues that each owner of property within a residential subdivision is required to pay to the property owners' association on a regular basis and that is designated for use by the property owners' association for the benefit of the residential subdivision as provided by the dedicatory instrument.

Special assessment means an assessment, a charge, a fee, or dues, other than a regular assessment, that each owner of property within a residential subdivision is required to pay to the property owners' association, according to the procedures required by the dedicatory instrument which must have provisions for:

- (i) Defraying, in whole or part, the cost whether incurred before or after the assessment, of any construction or reconstruction, unexpected repair, or replacement of a capital improvement in common areas owned by the property owners' association, including the necessary fixtures and personal property related to the common areas; (ii) Maintenance and improvement of common areas owned by the property owners' association; or (iii) Other purposes of the property owners' association as stated in its articles of incorporation or the dedicatory instrument for the residential subdivision. (iv) The entrance to private streets may provide control access by gates or other means permitted by this chapter.
- (9) Parking Requirements. Off-street parking and truck loading facilities shall be provided in accordance with parking standards of this chapter.
- (10) Gated Subdivision Streets.
 - (a) Pavement Management. The applicant shall include with the property owners' association (POA) documents a forecast and schedule of street maintenance costs prepared by a licensed professional engineer, licensed as such by the State of Texas. A maintenance account with seed money shall be established by the developer to enable the POA to meet the maintenance schedule until the POA is self-sufficient. Any POA requesting that the City acquire their private streets shall produce documentation that the maintenance schedule set forth in the POA's original pavement management plan as part of the POA documents has been followed.
 - (b) Fire Lanes. The POA documents shall require the POAs to identify and enforce a no parking restriction in fire lanes throughout the community.
 - (c) Master Key Security System. A master key security system shall be provided on all gates. The security system shall include the following for the specified type of gate:
 - (i) Electric Operated Gates require either a gate override in case of power failure and a master key provided to the fire department and police department, or a Knox box. (ii) Non-electric Operated Gates require a Knox box.

- (d) Queuing. At gated entrances where traffic can queue into public streets, the gate and entrance design must provide for sufficient storage capacity so that no vehicles will queue into the public street. Queuing at a gated entrance shall be designed as follows:
- (1) That no vehicles will queue into the public street with a ninety-five (95) percent confidence level per engineering analysis. The minimum entryway vehicle storage length shall be forty (40) feet measured from the call box to the public right-of-way as shown in the figure below.
 - (2) The subdivision shall provide for vehicle turnaround capability based on the single unit design vehicle as provided in the 2004 AASHTO Green Book or latest revision thereof or be able to make a three-point turning movement.
 - (3) Should subdivision design conditions result in low traffic volume per engineering analysis (250 ADT or less) and speed controlled at or below 30 MPH, the minimum entryway vehicle storage length may be reduced to twenty (20) feet measured from the call box to the public right-of-way. This provision shall not apply to collector streets with Average Daily Traffic (ADT) greater than 250; or to arterial roadways as defined by ITE.



Sec. 23-15. - Performance guarantee.

- (A) Generally. The performance guarantee shall:
- (1) Be submitted to the City Attorney for review and approval as to form and legality.
 - (2) Insure or guarantee the construction and completion of the improvements, as set forth in the final engineering plans over a period not to exceed one (1) year.

- (3) Be in an amount equivalent to one hundred and ten (110) percent of the estimated cost of completion of all the improvements. Such estimate shall be prepared by the applicant and reviewed and approved by the Director of Public Works, who shall recommend the amount of the performance guarantee to the City Manager.
- (4) Provide for the release of all of the monies so obligated upon demand by the City Manager.
- (B) Types of Securities. Performance guarantees securing the proposed improvements shall be secured to the City by one of the following methods, or combination thereof:
 - (1) Cash, deposited with the City Secretary, or deposited in a local bank in an account assigned to the City.
 - (2) A surety bond, issued on a corporate surety licensed and authorized to do business in the State of Texas as a surety.
 - (3) Certificates of deposit assigned to the City.
 - (4) An escrow account, such funds to be held in a special account by the escrow holder, distributed only with the approval of the City, and subject to audit by the City.
 - (5) An irrevocable letter of credit from a bank and assigned to the City.
 - (6) Other financial guarantee that the City Council deems adequate to secure the proposed improvements. Any alternative performance guarantees submitted shall not include either "signature" or "property" bonds.

The City Council expressly reserves the right to reject any guarantee it considers to be inadequately secured.

- (C) Bonds, Escrow Agreements, Irrevocable Letters of Credit, Issued by Whom.
 - (1) A security issued by a surety company, title insurance company, escrow agent, or bank shall insure or guarantee, to the extent specified by the Director of Public Works in his estimate of cost thereof, the construction and completion of all of the improvements proposed by the final engineering plans.
 - (2) In no event shall the surety company, title insurance company, escrow agent, or bank, have any material or other property interest in the proposed subdivision to which the performance guarantee relates, nor have any other business relationship with the subdivider in any other subdivision, development, or project that would, from the standpoint of the City, be considered a conflict of interest. The surety company, title insurance company, escrow agent, or bank shall attach to the performance guarantee a notarized disclosure statement fully disclosing all current and impending business relationships with the subdivider.
 - (3) The City Attorney shall approve all surety companies, title insurance companies, escrow agents, and banks for eligibility. If the surety company, title insurance company, escrow agent, or bank fails

to comply with any of the provisions of the performance guarantee, or fails to release the obligated monies to the City upon demand, they shall not be allowed to act in that capacity for any project within the jurisdiction of the City for a period of five (5) years, and shall be subject to the penalties herein established. In addition, the City Attorney shall take such other actions in law or in equity as may be required to secure all obligated funds.

(D) Release of Guarantee.

(1) Term. The term of the performance guarantee shall not exceed one (1) year.

(2) Inspection. Before the subdivider's obligation to the City of South Padre Island is terminated, all required improvements shall be constructed under the observation and inspection of the inspecting agency, and shall either be accepted for maintenance by the City Council (or respective agency) in the instance of public improvements, or given final approval by the City Council on recommendation by the Director of Public Works in the instance of private improvements.

(3) Procedure for the Release of Performance Guarantee.

(a) The subdivider may, from time to time, request partial release of the obligated sum contained in the performance guarantee as work progresses. Such a request shall be in writing, addressed to the Director of Public Works, and shall specify the work that has been completed as well as the work remaining to be completed. The amount requested for release shall be determined by using current market values for materials and labor, and shall not exceed the ratio of work completed to the entire improvements secured.

(b) Upon receipt of such request, the Director of Public Works (or his appointed designee) will verify the actual level of completion and will prepare a recommendation on the requested release for presentation to the City Council. In preparing the recommendation, the Director of Public Works may:

1. Recommend release of the amount requested; or,
2. Recommend the release of some other amount which, based upon the investigation, more accurately reflects the actual level of completion in relation to the entire amount of improvements secured.

(c) Following receipt of the Director of Public Works' recommendation on the requested release, the City Council may:

1. Approve the amount recommended by the Director of Public Works; or,
2. Approve the release of an amount less than the amount recommended by the Director of Public Works; or,
3. Deny the request.

- (d) Following action by the City Council on the requested release, the City Secretary shall notify in writing the surety holding the performance guarantee authorizing the specific release. Until such time as the City Council shall, by such written authorization addressed to the surety, release the specified amount, the surety shall continue to hold the obligated sum as established in the agreement.
- (e) In no case shall the City Council release more than eighty (80) percent of the total performance guarantee over the term of the guarantee. The final twenty (20) percent of the performance guarantee shall only be authorized for release by the City Council in its entirety after the Director of Public Works certifies that all improvements have been completed in their entirety, constructed in accordance with the approved final engineering plans, and meet all of the City's required standards and specifications.
- (f) If, at the end of the one (1) year period, all of the improvements reflected by the final engineering plans have not been completed:
 - 1. The subdivider may submit a one time renewal of the performance guarantee (a limit of one renewal only), which has been recalculated in order to allow for inflation, a period not to exceed one (1) additional year; or
 - 2. If the performance guarantee is for sidewalks only, the subdivider may submit written request to convert the performance guarantee into a sidewalk-in-lieu fee; or
 - 3. The surety shall perform on the guarantee and directly remit to the City the amount of the guarantee. It shall be the responsibility of the surety to perform on such guarantee regardless of the expiration of the guarantee and regardless of whether or not the City reminds the surety of such contract termination.

The City will contract the completion of the work reflected by the final engineering plans approved the by the City. Any amount not utilized to complete the outstanding work will be returned to the subdivider once the work has been accepted by the City.

All costs incurred by the City in contracting for completion of the work will come from the performance guarantee.

- 4. The subdivider may vacate the plat by replatting back to the original configuration prior to the plat in question.

If the subdivider elects to vacate the plat after the performance period has expired, they shall immediately remit 100% of the performance guarantee to the City. This will be returned to the subdivider only after the plat has been successfully vacated.

If the subdivider has not completed the vacation of the plat within six (6) months of the end of the last performance guarantee period, the total amount of the performance guarantee shall be forfeited to the City to allow completion of the work reflected by the final engineering plans approved by the

City. Any amount not utilized to complete the outstanding work (including contracting expenses) will be returned to the subdivider once the work has been accepted by the City.

(E) Sidewalk In-Lieu Payment.

(1) A fee in-lieu of sidewalk installation fund is hereby established.

(a) The fee in-lieu of sidewalk installation fund shall be a separate account of the City used for the deposit, maintenance and distribution of all monetary deposits made in-lieu of installing a sidewalk.

(b) All fee in-lieu of sidewalk installation fund deposits, and all interest derived therefrom, shall be used solely for the purpose of constructing and replacing sidewalks along or on any public streets within the corporate limits of the City of South Padre Island at such location determined by the Director of Public Works to be the best candidate for sidewalk improvements.

(2) Request to pay fee in-lieu of sidewalk installation.

(a) An applicant for a subdivision plat or re-plat or building permit may be approved to pay a fee in lieu of installation of a sidewalk if the Public Works Director finds that conditions such as topography, lack of connectivity to existing sidewalks, or other special conditions unique to the property exists, which warrants the acceptance of the fee in lieu of sidewalk installation.

(b) An applicant desiring to pay a fee in lieu of sidewalk installation shall submit a written request to pay fee in lieu contemporaneously with the application for plat, replat or building permit. The request to pay fee in lieu of sidewalk installation shall include a written estimate for the cost of the installation of sidewalk that is prepared, signed and stamped by a qualified civil engineer licensed to practice in the State of Texas. Such estimate shall be subject to approval by the Public Works Director and shall be in compliance with the Standards and Specifications for the Acceptance of Public Improvements for the City of South Padre Island.

(c) The determination of the Public Works Director is final. Should the Public Works Director deny the fee in lieu request, the applicant shall be required to install the sidewalk as required by this Code. Should the Public Works Director approve the fee in lieu request, the applicant shall be required to make full payment of the fee in lieu of sidewalk construction prior to issuance of plat/replat approval or issuance of a Certificate of Occupancy.

SECTION 2: This Ordinance repeals all portions of any prior ordinances or parts of ordinances of the Code of Ordinances in conflict herewith.

SECTION 3: If for any reason, any section, paragraph, subdivision, clause, phrase, word, or provision of the Ordinance shall be held unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this Ordinance, for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word, or provision hereof be given full force and effect for its purpose.

5-54

SECTION 4: This Ordinance shall become effective when published in summary form according to law.

PASSED, APPROVED AND ADOPTED on First Reading, the ____ day of October 2019.

PASSED, APPROVED AND ADOPTED on Second Reading, the ____ day of October 2019.

ATTEST:

CITY OF SOUTH PADRE ISLAND,
TEXAS

Susan M. Manning, City Secretary

Patrick McNulty, Mayor

5-55

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

MEETING DATE: October 16, 2019

NAME & TITLE: Rodrigo Gimenez, Chief Financial Officer

DEPARTMENT: Finance

ITEM

Approve second and final reading to adopt Ordinance 19-16 amending the City's fiscal year 2018-19 operating budget to incorporate prior budget amendments and budget modifications from the months of March 2019 through September 2019.

ITEM BACKGROUND

The City of South Padre Island Home Rule Charter (section 5.07 (a)) establishes that supplemental appropriations should be approved by resolution/ordinance.

The document attached summarizes the budget amendments already approved by City Council during the months of March 2019 through September 2019, which must be formally adopted through an ordinance.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Staff recommends approval of ordinance amending the 2018-2019 budget.

5-56

ORDINANCE NO. 19-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS; AMENDING THE CITY'S FISCAL YEAR 2018 - 2019 OPERATING BUDGET TO INCORPORATE PRIOR BUDGET AMENDMENTS AND BUDGET MODIFICATIONS FOR THE MONTHS OF MARCH 2019 THROUGH SEPTEMBER 2019.

WHEREAS, pursuant to Ordinance 18-20, the City of South Padre Island (the "**City**") adopted the budget for the City for the fiscal year 2018 - 2019 (the "**Budget**"), which provides funding for the City's operations throughout said fiscal year; and

WHEREAS, the City needs to adjust the Budget for municipal purposes; and

WHEREAS, City staff has recommended that the City Council of the City adjust the Budget as provided for herein; and

WHEREAS, the City Council of the City has determined that it is in the best interests of the City to adjust the Budget as provided for herein.

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

Section 1. The City's Budget is hereby adjusted as follows:

- Increase General Fund expenditures by \$430,921
- Increase General Fund revenues by \$347,821
- Increase Hotel Motel Fund expenditures by \$469,317
- Increase Convention Centre Fund expenditures by \$35,000
- Increase Forfeiture Fund expenditures by \$12,200
- Increase Forfeiture Fund revenues by \$5,020
- Increase Parks, Recreation & Beautification Fund expenditures by \$500,000
- Increase Parks, Recreation & Beautification Fund revenues by \$500,000
- Increase Transportation Fund expenditures by \$53,753
- Increase Transportation Fund revenues by \$53,753
- Increase Padre Blvd Improvement Fund expenditures by \$4,536
- Increase Beach Maintenance Fund expenditures by \$168,569

Section 2. This Ordinance repeals all portions of any prior ordinances or parts of ordinances of the Code of Ordinances in conflict herewith and shall not be codified.

Section 3. If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Ordinance for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

Section 4. This Ordinance shall become effective immediately.

PASSED, APPROVED AND ADOPTED on First Reading, this 2nd day of October 2019.

PASSED, APPROVED AND ADOPTED on Second Reading, this 16th day of October 2019.

ATTEST:

**CITY OF SOUTH PADRE
ISLAND, TEXAS**

Susan Manning, City Secretary

Patrick McNulty, Mayor

5-58

March through September 2019

Description	Dates	Expenditures								
			01 General Fund	02 Hotel Motel Fund	06 Convention Centre	08 Forfeiture Fund	09 Parks, Rec & Btf Fund	30 Transportation	41 Padre Blvd Imp Fund	60 Beach Maintenance Fund
		BA #								
SB PORTOPOT	3/7/2019	1790								\$ 26,718
PD TEMP EMPL SB	4/4/2019	1797								\$ 15,000
JOHNSON STUDY CC	4/4/2019	1798			\$ 35,000					
GRANT FUND TRAININ	4/18/2019	1799	\$ 1,000							
ARSON DOG PROGRAM	4/18/2019	1800	\$ 1,752							
SB19 PUBLIC SAFETY	4/18/2019	1801	\$ 319,317	\$ 319,317						
KIMLEYHORN STRT IMPRV	4/18/2019	1802							\$ 4,536	
WATCH GUARD VIDEO	5/2/2019	1807				\$ 5,020				
ATKINS SMMR MRKTNG	5/2/2019	1808		\$ 150,000						
OUTBOARD MOTOR- BOAT	5/16/2019	1809	\$ 16,100							
TIFMAS GRANT REIMB	5/16/2019	1810	\$ 1,050							
MEDICAL SUPPLIES	6/5/2019	1816	\$ 4,812							
RPLC BARREL UNIT	6/5/2019	1817								\$ 84,351
RPLC POLARIS UTV BR-8	6/5/2019	1818								\$ 18,000
RPLC POLARIS UTV CE-171	6/5/2019	1819								\$ 18,000
LAUNCHER WEAPON	6/19/2019	1822				\$ 1,328				
COURT AUDIT PHASE 2	7/18/2019	1827	\$ 7,000							
TPW GRANT PHASE II	7/18/2019	1828					\$ 500,000			
SERVES & HARDWARE	7/18/2019	1829	\$ 50,000							
PD TEMP EMPLYS	8/8/2019	1838								\$ 6,500
BBF 1901 GRANT	8/8/2019	1841						\$ 53,753		
FOUR BARREL WEAPONS	8/22/2019	1842				\$ 5,852				
BA-STREET IMPV PH 1	8/22/2019	1843	\$ -							
OPSG/LBSP GRANT	9/5/2019	1848	\$ 16,600							
LM YOUTH CNTR	9/19/2019	1853	\$ 10,000							
TIFMAS GRANT REIMB	9/19/2019	1854	\$ 3,290							
		TOTALS	\$ 430,921	\$ 469,317	\$ 35,000	\$ 12,200	\$ 500,000	\$ 53,753	\$ 4,536	\$ 168,569
Description		Revenues								
			01 General Fund	02 Hotel Motel Fund	06 Convention Centre	08 Forfeiture Fund	09 Parks, Rec & Btf Fund	30 Transportation	41 Padre Blvd Imp Fund	60 Beach Maintenance
		BA #								
GRANT FUND TRAININ	4/18/2019	1799	\$ 1,000							
ARSON DOG PROGRAM	4/18/2019	1800	\$ 1,752							
SB19 PUBLIC SAFETY	4/18/2019	1801	\$ 319,317							
WATCH GUARD VIDEO	5/2/2019	1807				\$ 5,020				
TIFMAS GRANT REIMB	5/16/2019	1810	\$ 1,050							
MEDICAL SUPPLIES	6/5/2019	1816	\$ 4,812							
TPW GRANT PHASE II	7/18/2019	1828					\$ 500,000			
BBF 1901 GRANT	8/8/2019	1841						\$ 53,753		
OPSG/LBSP GRANT	9/5/2019	1848	\$ 16,600							
TIFMAS GRANT REIMB	9/19/2019	1854	\$ 3,290							
		TOTALS	\$ 347,821	\$ -	\$ -	\$ 5,020	\$ 500,000	\$ 53,753	\$ -	\$ -

559

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

MEETING DATE: October 16, 2019

NAME & TITLE: Aaron Hanley, AICP, AIA, NCI; Planning Director

DEPARTMENT: Planning Department

ITEM

Discussion and possible action regarding the undeveloped White Sands right-of-way west of Padre Boulevard.

ITEM BACKGROUND

White Sands Street was dedicated as part of the White Sands Estate Subdivision in 1954, which contained 112 lots. In 1964 the subdivision of lots numbered 57 through 112 were cancelled, except for the easements and Rights-of-Way. In 1969 the subdivision of lots numbered 1 through 56 were cancelled, except for the easements and Rights-of-Way. Sea Turtle Inc. would like to extend their parking lot south crossing the undeveloped White Sands Right-of-Way.

BUDGET/FINANCIAL SUMMARY

No impact.

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

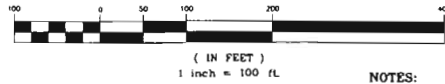
6-1

LEGEND

- POWER POLE
- LIGHT POLE
- WALLBOX
- ⊥ SIGN
- CLEAV OUT
- 1/2" IRON PIN
- ◆ FIRE HYDRANT
- ◆ WATER METER
- WATER VALVE
- GAS METER
- CHAIN LINK FENCE
- BOARD FENCE
- OVERHEAD POWER LINE
- OVERHEAD TV CABLE
- UPLANDS (SEE NOTE "A")

MERIDIAN OF TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83

GRAPHIC SCALE

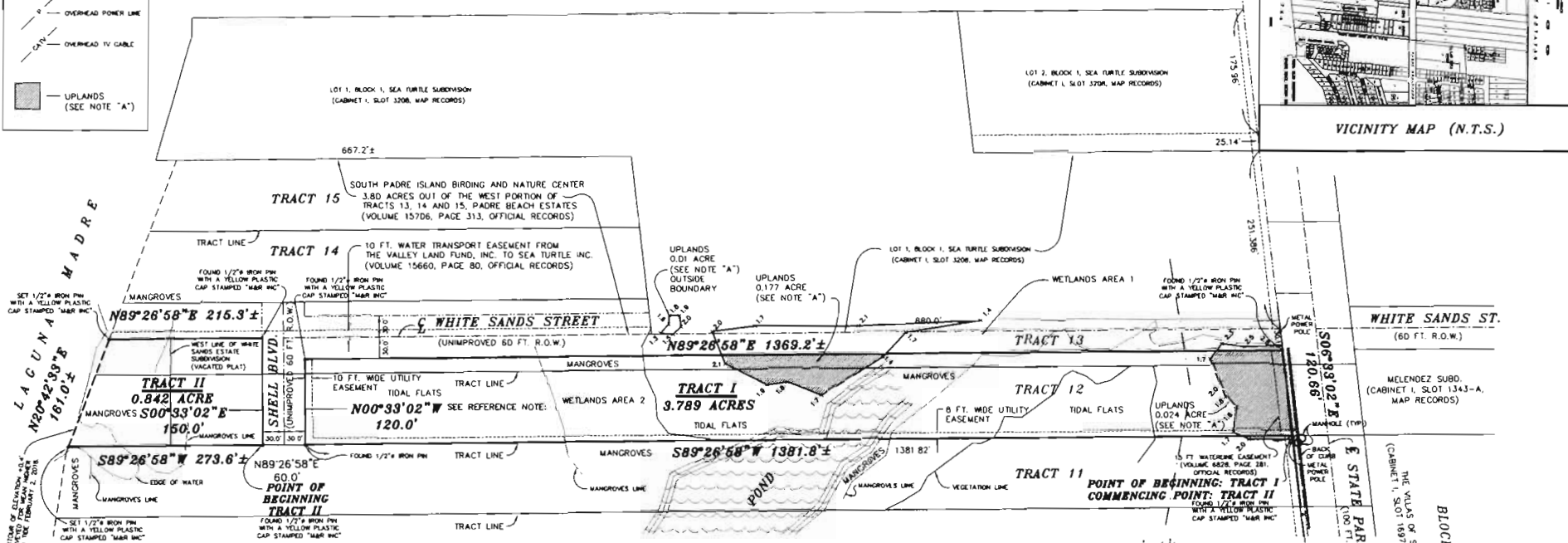
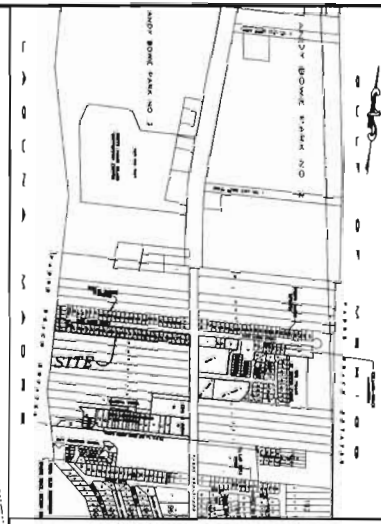


REFERENCE NOTE:

4.234 ACRE TRACT COMPRISED OF A 0.445 ACRE TRACT FORMERLY LOTS 54-56, WHITE SANDS ESTATES SUBDIVISION AND A 3.789 ACRE TRACT, FORMERLY LOTS 27-53, WHITE SANDS ESTATES SUBDIVISION RECORDED IN VOLUME 15, PAGE 55, MAP RECORDS OF CAMERON COUNTY, TEXAS, AND CANCELLED BY INSTRUMENT RECORDED IN VOLUME 879, PAGE 879, DEED RECORDS, CAMERON COUNTY, TEXAS.

NOTES:

1. MONUMENTATION FOUND ALONG THE WEST RIGHT-OF-WAY LINE OF PADRE BOULEVARD WAS HELD FOR BASIS OF BEARING
2. THIS TRACT LIES IN FLOOD ZONE "A" (ELEV. 7) AND "V" (ELEV. 9) AS PER THE F.I.A. FLOOD INSURANCE RATE MAP OF COMMUNITY NO. 480115, PANEL NO. 0370 F, EFFECTIVE FEBRUARY 16, 2018
3. ORDER TO CANCEL SUBDIVISION DATED NOVEMBER 10, 1969, RECORDED IN VOLUME 879, PAGE 879, DEED RECORDS OF CAMERON COUNTY, TEXAS.
4. WATERLINE EASEMENT DATED JANUARY 11, 2001, RECORDED IN VOLUME 6828, PAGE 281, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS. (EAST 15 FEET OF LOTS 27 AND 28)
5. ELEVATIONS SHOWN WERE DETERMINED UTILIZING GLOBAL POSITIONING METHODS AND ARE REFERENCED FROM A U.S.G.S. BENCHMARK "9571" ELEV. 10.85 (N.A.V.D. 1988)



NOTE "A":

AS STAKED IN JANUARY 2019
BY:
TERRACON CONSULTING ENGINEERS AND SCIENTISTS
6911 BLANCO ROAD
SAN ANTONIO, TX. 78216
(210) 641-2112 PH.
PROJECT NO. 90187715

NOTE:

THE POND IS FROM A SURVEY PREPARED BY MEJA AND ROSE INC DATED JUNE 12, 2014

REVISED 1-10-19 TO REVISE LEGAL DESCRIPTION AND CORRECT DISTANCE ON SOUTH LINE OF TRACT II.

The undersigned hereby certifies that the survey described hereon was made on the ground on 01-02-19;

that the only improvements on the ground are as shown; that there are no visible encroachments, visible overlappings, apparent conflicts, or visible easements, except as shown hereon. THIS CERTIFICATION IS ONLY VALID WITH AN ORIGINAL SIGNATURE AND IF THE DRAWING CONTAINS NO ERASURES OR ADDITIONS.



E. H. Mejia
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 3900

SURVEY OF
TRACT I: 3.789 ACRES, BEING 3.160 ACRES OUT OF TRACT 12 AND 0.629 ACRES OUT OF TRACT 13, PADRE BEACH ESTATES AS RECORDED IN VOLUME 14, PAGE 61, MAP RECORDS OF CAMERON COUNTY, TEXAS, BEING THE SAME PROPERTY REFERRED TO AS ALL OF LOTS 27 THROUGH 53, WHITE SANDS ESTATES SUBDIVISION AS RECORDED IN VOLUME 15, PAGE 55, MAP RECORDS, CAMERON COUNTY, TEXAS AND SAID WHITE SANDS ESTATES SUBDIVISION CANCELLED IN VOLUME 879, PAGE 879, DEED RECORD OF CAMERON COUNTY, TEXAS.

TRACT II: 0.842 ACRE, BEING 0.584 ACRES OUT OF TRACT 12 AND 0.258 ACRES OUT OF TRACT 13, PADRE BEACH ESTATES AS RECORDED IN VOLUME 14, PAGE 61, MAP RECORDS OF CAMERON COUNTY, TEXAS, BEING THE SAME PROPERTY REFERRED TO AS ALL OF LOTS 54 THROUGH 56, WHITE SANDS ESTATES SUBDIVISION AS RECORDED IN VOLUME 15, PAGE 55, MAP RECORDS, CAMERON COUNTY, TEXAS AND SAID WHITE SANDS ESTATES SUBDIVISION CANCELLED IN VOLUME 879, PAGE 879, DEED RECORD OF CAMERON COUNTY, TEXAS.

SCALE: 1" = 100'
SURVEYED FOR:

SEA TURTLE, INC

Mejia & Rose, Incorporated

Engineering Surveying

T.B.P.E. Reg. No. F-002670

T.B.P.L.S Reg. No. 10023900

1643 West Price Road (956) 544-3022

P.O. Box 3761 Brownsville, Texas 78520

Fax (956) 544-3068

email: mandrinc@gmail.com

G.P. NO. 920677

JOB NO. 20620
S.TROWBRIDGE

5-9



9127 WHITE SANDS ESTATE SUBDIVISION

OF BLOCKS 12, 13 & 14 OF
PADRE BEACH ESTATES - PADRE ISLAND

ENGINEER'S CERTIFICATE

I, C.W. JOHNSON, CIVIL ENGINEER, CERTIFY THAT THIS IS A TRUE AND CORRECT MAP OF WHITE SANDS ESTATES WHICH COMPRISE THE 23.82 ACRES MORE OR LESS OF BLOCKS 12, 13 AND 14 OF THE 148.49 ACRES OF PADRE BEACH ESTATES AS SHOWN BY DEED FROM JOHN L. TOMPKINS DATED... AND RECORDED IN VOL. ... PAGE ... DEED RECORDS OF CAMERON COUNTY TEXAS AS SUBDIVIDED AND PLATTED BY ME

MAY 12 1954

C.W. Johnson
CIVIL ENGINEER

STATE OF TEXAS
COUNTY OF CAMERON
SUBSCRIBED AND SWORN BEFORE ME THIS 12 DAY OF MAY 1954

[Signature]
NOTARY PUBLIC
COUNTY OF CAMERON
TEXAS

STATE OF TEXAS
COUNTY OF CAMERON

I, SWGENH OWNER BY THE 22.22 ACRES MORE OR LESS OF BLOCKS 12, 13 AND 14 OF THE 148.49 ACRES OF PADRE BEACH ESTATES AS SHOWN BY DEED FROM J.L. TOMPKINS DATED... AND RECORDED IN VOL. ... PAGE ... DEED RECORDS OF CAMERON COUNTY TEXAS, DO HEREBY ADMIT AND CONFIRM THE WHITE SANDS ESTATE AS PLATTED AND SHOWN ON THIS MAP AND DECLARE TO PUBLIC USE THE EASEMENTS AND RIGHTS OF WAY AS SHOWN THEREON.

WITNESS OUR HANDS THIS 12 DAY OF MAY 1954

[Signature]

OWNER

STATE OF PENNSYLVANIA
COUNTY OF CAMFORD

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED J.W. SHINE KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE FREELY MADE THAT SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED

GIVE OWNER MY HAND AND SEAL OF OFFICE THIS 15TH DAY OF MAY 1954
M.E. BARTON, J.P. CAMFORD COUNTY

[Seal]

[Seal]

APPROVED *[Signature]* COUNTY ENGINEER
APPROVED *[Signature]* TAX ASSESSOR CHIEF
APPROVED BY THE COMMISSIONERS COURT OF CAMERON COUNTY TEXAS THIS ... DAY OF ... 1954

COUNTY JUDGE

STATE OF PENNSYLVANIA
COUNTY OF CAMFORD

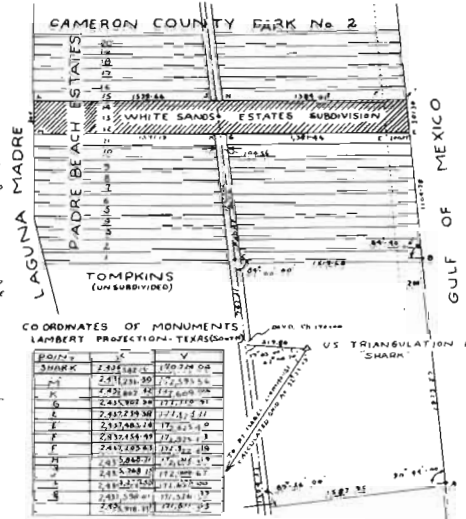
I, MARION E. BRITTON, CLERK OF THE COURT OF QUARTER SESSIONS OF THE PAIR, THE SAME BEING A COURT OF RECORD, ADMINISTERING A SEAL, IN AND FOR THE STATE AND COUNTY ABOVE WRITTEN, CERTIFY THAT M.E. BARTON BY WHOM THE SAID DEED AND FOREGOING INSTRUMENT IN WRITING WAS MADE, WAS AT THE DAY THEREIN AND BEFORE ME IN THE CITY OF PHILADELPHIA AND RECEIVING THEREIN, ONLY QUALIFIED, AND AS SUCH AUTHORIZED BY THE LAWS OF THIS COMMONWEALTH TO TAKE THE SAID DEED AND TO TAKE THE PROBE AND ACKNOWLEDGMENT OF DEEDS TO BE RECORDED IN THE STATE OF PENNSYLVANIA AND FOREGOING, THAT I AM ACQUAINTED WITH THE SAID WRITING OF THE SAID JUSTICE OF THE PEACE AND BELIEVE THE SIGNATURE PURPORTING TO BE HIS TO BE GENUINE AND THAT THE SAME IS VALID ACCORDING TO THE LAWS OF PENNSYLVANIA.

IN TESTIMONY WHEREOF, I HEREBY SET MY HAND AND AFFIX THE SEAL OF THE SAID COURT, AT MERCERVILLE, THE 15 DAY OF MAY AD 1954.

[Seal] Martha P. Bartlett, CLK

APPROVED BY THE CITY COMMISSION CITY OF MORE HARBEL THIS 7 DAY OF JUNE 1954

ALICE *[Signature]* CITY SECRETARY
[Signature] MAYOR



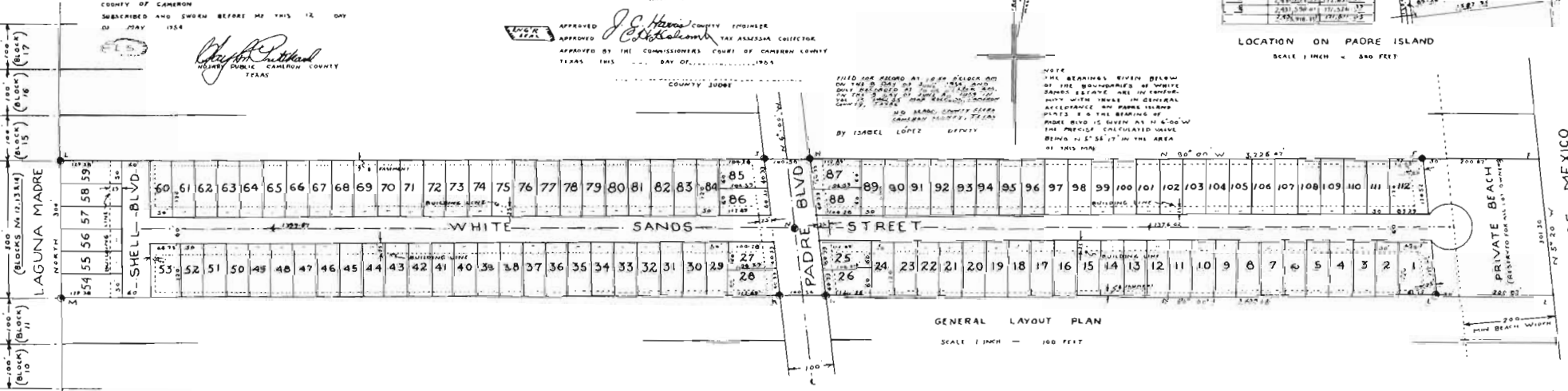
LOCATION ON PADRE ISLAND
SCALE 1 INCH = 300 FEET

COORDINATES OF MONUMENTS
LAMBERT PROJECTION, TEXAS

POINT	E	N
SHARK	2421182.00	100729.00
1	2411182.00	100729.00
2	2411182.00	100729.00
3	2411182.00	100729.00
4	2411182.00	100729.00
5	2411182.00	100729.00
6	2411182.00	100729.00
7	2411182.00	100729.00
8	2411182.00	100729.00
9	2411182.00	100729.00
10	2411182.00	100729.00
11	2411182.00	100729.00
12	2411182.00	100729.00
13	2411182.00	100729.00
14	2411182.00	100729.00
15	2411182.00	100729.00
16	2411182.00	100729.00
17	2411182.00	100729.00
18	2411182.00	100729.00
19	2411182.00	100729.00
20	2411182.00	100729.00
21	2411182.00	100729.00
22	2411182.00	100729.00
23	2411182.00	100729.00
24	2411182.00	100729.00
25	2411182.00	100729.00
26	2411182.00	100729.00
27	2411182.00	100729.00
28	2411182.00	100729.00
29	2411182.00	100729.00
30	2411182.00	100729.00
31	2411182.00	100729.00
32	2411182.00	100729.00
33	2411182.00	100729.00
34	2411182.00	100729.00
35	2411182.00	100729.00
36	2411182.00	100729.00
37	2411182.00	100729.00
38	2411182.00	100729.00
39	2411182.00	100729.00
40	2411182.00	100729.00
41	2411182.00	100729.00
42	2411182.00	100729.00
43	2411182.00	100729.00
44	2411182.00	100729.00
45	2411182.00	100729.00
46	2411182.00	100729.00
47	2411182.00	100729.00
48	2411182.00	100729.00
49	2411182.00	100729.00
50	2411182.00	100729.00
51	2411182.00	100729.00
52	2411182.00	100729.00
53	2411182.00	100729.00
54	2411182.00	100729.00
55	2411182.00	100729.00
56	2411182.00	100729.00
57	2411182.00	100729.00
58	2411182.00	100729.00
59	2411182.00	100729.00
60	2411182.00	100729.00
61	2411182.00	100729.00
62	2411182.00	100729.00
63	2411182.00	100729.00
64	2411182.00	100729.00
65	2411182.00	100729.00
66	2411182.00	100729.00
67	2411182.00	100729.00
68	2411182.00	100729.00
69	2411182.00	100729.00
70	2411182.00	100729.00
71	2411182.00	100729.00
72	2411182.00	100729.00
73	2411182.00	100729.00
74	2411182.00	100729.00
75	2411182.00	100729.00
76	2411182.00	100729.00
77	2411182.00	100729.00
78	2411182.00	100729.00
79	2411182.00	100729.00
80	2411182.00	100729.00
81	2411182.00	100729.00
82	2411182.00	100729.00
83	2411182.00	100729.00
84	2411182.00	100729.00
85	2411182.00	100729.00
86	2411182.00	100729.00
87	2411182.00	100729.00
88	2411182.00	100729.00
89	2411182.00	100729.00
90	2411182.00	100729.00
91	2411182.00	100729.00
92	2411182.00	100729.00
93	2411182.00	100729.00
94	2411182.00	100729.00
95	2411182.00	100729.00
96	2411182.00	100729.00
97	2411182.00	100729.00
98	2411182.00	100729.00
99	2411182.00	100729.00
100	2411182.00	100729.00
101	2411182.00	100729.00
102	2411182.00	100729.00
103	2411182.00	100729.00
104	2411182.00	100729.00
105	2411182.00	100729.00
106	2411182.00	100729.00
107	2411182.00	100729.00
108	2411182.00	100729.00
109	2411182.00	100729.00
110	2411182.00	100729.00
111	2411182.00	100729.00
112	2411182.00	100729.00

FILED FOR RECORD AT 10:30 A.M. RECORDED IN DEED BOOK 100 PAGE 100
BY ISABEL LÓPEZ DEPUTY

NOTE: THE BEARINGS GIVEN BELOW OF THE BOUNDARIES OF WHITE SANDS ESTATE ARE IN CONFORMITY WITH THE BEARINGS IN GENERAL RECORDED AND PLATTED IN PLATS 2 & 3 THE BEARING OF PADRE BLVD IS GIVEN AS N 89° 00' W THE BEARING CALCULATED WERE BEING N 87° 56' 17" IN THE AREA OF THIS MAP



GENERAL LAYOUT PLAN
SCALE 1 INCH = 100 FEET

5
S-1

METES AND BOUNDS DESCRIPTION

11.970 ACRES CONSISTING OF 3 TRACTS BEING AS FOLLOWS:

TRACT I, 5.05 ACRES OF LAND, MORE OR LESS, CONSISTING OF 1.01 ACRES OUT OF THE NORTH 1/2 OF THE WEST 1/2 OF TRACT 13, 2.02 ACRES OUT OF THE WEST 1/2 OF TRACT 14 AND 2.02 ACRES OUT OF THE WEST 1/2 OF TRACT 15 OF PADRE BEACH ESTATES SUBDIVISION, SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 14, PAGE 61, MAP RECORDS OF CAMERON COUNTY, TEXAS.

TRACT II, 5.084 ACRE TRACT, OUT OF THE WEST ONE-HALF OF TRACTS SIXTEEN (16) AND SEVENTEEN (17), PADRE BEACH ESTATES SUBDIVISION IN THE CITY OF SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 14, PAGE 61, MAP RECORDS OF CAMERON COUNTY, TEXAS.

TRACT III, 1.837 ACRE, MORE OR LESS, OUT OF THE WEST ONE-HALF OF TRACTS SIXTEEN (16) AND SEVENTEEN (17), PADRE BEACH ESTATES SUBDIVISION IN THE CITY OF SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 14, PAGE 61, MAP RECORDS OF CAMERON COUNTY, TEXAS.

SAY 11.970 ACRES MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIN FOUND AT THE SOUTHWEST CORNER OF LOT 1, CONTRAN SUBDIVISION, BEING THE NORTHEAST CORNER OF A 1.837 ACRE TRACT BEING OUT OF THE WEST PORTION OF TRACTS 16 AND 17 PADRE BEACH ESTATES SUBDIVISION, BEING ON THE WEST FRONT-OF-WAY LINE OF PADRE BOULEVARD, TEXAS STATE PARK ROAD NO. 100 (1000 F.T.C. & L.W.) FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE ALONG THE WEST BOUNDARY LINE OF SAID PADRE BOULEVARD, SOUTH 06 DEG. 00 MIN. EAST, A DISTANCE OF 452.48 FEET TO A 1/2" IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "SEA TURTLE INC." FOUND AT THE SOUTHWEST CORNER OF SAID 5.05 ACRE TRACT FOR A CORNER OF THIS TRACT;

THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID 5.05 ACRE TRACT, WEST, A DISTANCE OF 880.00 FEET TO A 1/2" IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "SEA TURTLE INC." FOUND AT THE SOUTHWEST CORNER OF SAID 5.05 ACRE TRACT FOR A CORNER OF THIS TRACT;

THENCE ALONG THE WEST BOUNDARY LINE OF SAID 5.05 ACRE TRACT, NORTH 06 DEG. 00 MIN. WEST, A DISTANCE OF 251.38 FEET TO A 1/2" IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "SEA TURTLE INC." FOUND AT THE NORTHEAST CORNER OF SAID 5.05 ACRE TRACT FOR A CORNER OF THIS TRACT;

THENCE ALONG THE COMMON LINE BETWEEN TRACTS 13 AND 15, WEST, AT A DISTANCE OF 835.00 FEET TO A 1/2" IRON PIN FOUND, A TOTAL DISTANCE OF 887.2 FEET TO A POINT ON THE CONTOUR OF ELEVATION 10.4 FEET (ELEV. 10.4) SURVEYED FOR THE MEAN HIGHER HIGH TIDE LINE ON NOVEMBER 27, 2007, FOR A CORNER OF THIS TRACT;

THENCE ALONG SAID CONTOUR OF ELEVATION 10.4 FEET, NORTH 88 DEG. 43 MIN. EAST, A DISTANCE OF 182.7 FEET TO A CONCRETE WIRELESS POST 0.4" SOUTH OF CORNER;

THENCE ALONG SAID CONTOUR OF ELEVATION 10.4 FEET, NORTH 06 DEG. 29 MIN. EAST, A DISTANCE OF 75.0 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, CONTRAN SUBDIVISION, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID CONTRAN SUBDIVISION, EAST, AT A DISTANCE OF 23.4 FEET TO A 1/2" IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "SEA TURTLE INC." FOUND AT A CORNER OF 1.837 ACRE TRACT, NORTH 1/2" IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "SEA TURTLE INC." FOUND, A TOTAL DISTANCE OF 1473.4 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.970 ACRES OF LAND, MORE OR LESS.

OWNER:
SEA TURTLE, INC.
P. O. BOX 3987
6517 PADRE BLVD.
S.P.I., TX. 78597
(956)-761-4511

OWNER:
LONE STAR NATIONAL BANK
520 E. NOLANA AVE.
MCCALLEN, TX. 78504
(956)-984-2991

SURVEYOR'S CERTIFICATION:

I, EDUARDO H. MEJIA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND PREPARED FROM AN ACCURATE SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

EDUARDO H. MEJIA
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 32000

**STATE OF TEXAS
COUNTY OF CAMERON**

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL AD VALOREM TAXES OWED TO ALL OF THE TAXING UNITS, REPRESENTED BY THE UNDERSIGNED, ARE CURRENTLY PAID IN FULL FOR THE AREA INSIDE THE BOUNDARIES OF 11.970 ACRES OUT OF A PORTION TRACTS 13, 14, 15, 16 AND 17, PADRE BEACH ESTATES SUBDIVISION, DEPICTED HEREON.

APPROVED: *Tony Yarnall*, DATE 8/3/2013
TONY YARNALL, ASSESSOR AND COLLECTOR OF TAXES, CAMERON COUNTY

LAGUNA MAJOR WATER DISTRICT'S CERTIFICATION:

THE SUBJECT PROPERTY, AS SHOWN ON THIS PLAT, HAS EXISTING WATER AND SEWER FACILITIES THAT ARE IN COMPLIANCE WITH THE TEXAS WATER CODE SECTION 16.15, AS AMENDED.

Lula G. Bailey, DATE 2/6/13
GENERAL MANAGER
LAGUNA MAJOR WATER DISTRICT

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SOUTH PADRE ISLAND, THIS THE 19TH DAY OF SEPTEMBER, 2012.

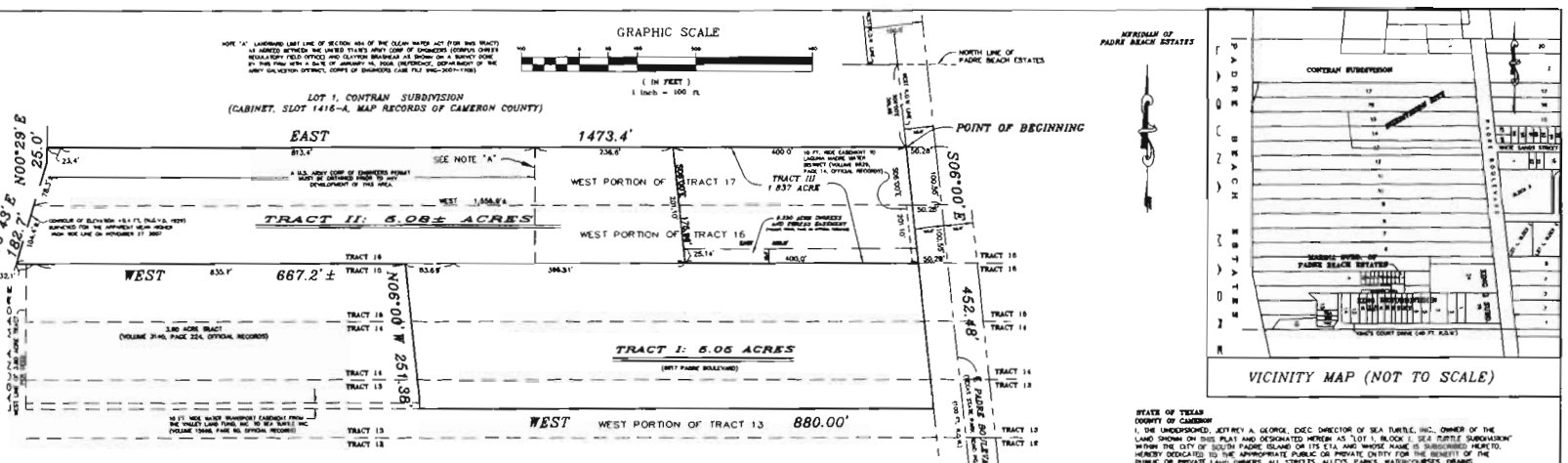
Amelia J. Hester
PUBLIC WORKS PROJECTS CHAIR

**STATE OF TEXAS
COUNTY OF CAMERON**

I, JOE Q. RIVERA, CLERK OF THE COUNTY COURT IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DATED THE 19th DAY OF SEPTEMBER, A.D. 2012, WITH CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD ON THE 20th DAY OF October, A.D. 2012, AT 8:15 O'CLOCK A.M. AND DULY RECORDED THE 21st DAY OF October, A.D. 2012, AT 1:05 A.M. IN CABINET SLOT 3228 MAP RECORDS OF SAID COUNTY.

JOE Q. RIVERA
COUNTY CLERK
CAMERON COUNTY, TEXAS

IN WITNESS MY HAND AND SEAL OF THE COUNTY COURT IN AND FOR SAID COUNTY, AT OFFICE IN BROWNSVILLE, TEXAS, THE DAY AND YEAR LAST ABOVE WRITTEN.



PROPERTY PRIOR TO REPLAT
(SCALE: 1" = 100')

NOTES:

- 1) THIS TRACT LIES IN FLOOD ZONE "AE" (DUE TO BE FOR THE F.L.A. FLOOD INSURANCE RATE MAP OF CAMERON COUNTY, TEXAS, PANEL 50001 S, MAP RECORDED MAR. 5, 1998).
- 2) BASES OF RECORDED ELEVATION SURVEY FOUND ALONG THE WEST FRONT-OF-WAY LINE OF PADRE BOULEVARD.
- 3) THIS TRACT IS ZONED "TRF" FOR THE CITY OF SOUTH PADRE ISLAND'S ZONING DISTRICT.

**STATE OF TEXAS
COUNTY OF CAMERON**

I, THE UNDERSIGNED CHARLES ROGAN, OF FIRST NATIONAL BANK OF SOUTH PADRE ISLAND, HOLDER OR DULY AUTHORIZED OFFICER OF THE LEGISLATION OF A SECURITY INTEREST IN THE ABOVE DESCRIBED PROPERTY, BEING HEREIN AS SEA TURTLE SUBDIVISION, WITHIN THE CITY OF SOUTH PADRE ISLAND, TEXAS, OF ITS ETS DO HEREBY CERTIFY TO THE SUBDIVISION OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAT AND DO HEREBY ADVISE THAT ANY FUTURE ENCUMBRANCE RELATING TO THE SECURITY INTERESTS ON THE ABOVE DESCRIBED PROPERTY SHALL BE SUBJECT TO THE PLATTING OF THE PROPERTY AS PROVIDED FOR HEREON.

CHARLES ROGAN
FIRST NATIONAL BANK OF SOUTH PADRE ISLAND

DATE 2-13

**STATE OF TEXAS
COUNTY OF CAMERON**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHARLES ROGAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS PLAT, AND ACKNOWLEDGED TO ME THAT HE DECIDED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 1 DAY OF FEBRUARY, 2013.

Charles Rogan
COUNTY
CAMERON

**STATE OF TEXAS
COUNTY OF CAMERON**

I, THE UNDERSIGNED, JEFFREY A. GEORGE, DEC. DIRECTOR OF SEA TURTLE, INC., OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS LOT 1, BLOCK 1, SEA TURTLE SUBDIVISION, WITHIN THE CITY OF SOUTH PADRE ISLAND OF ITS ETS, AND WHOSE NAME IS SUBSCRIBED HEREON, HEREBY DESIGNATED TO THE APPROPRIATE PUBLIC OR PRIVATE ENTITY FOR THE BENEFIT OF THE PUBLIC OR PRIVATE LAND OWNERS, ALL STREETS, ALLEYS, PARKS, WALKWAYS, COURSES, DRAINAGE, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

ONE WITNESS MY HAND AND SEAL OF OFFICE THIS THE 1st DAY OF FEBRUARY, 2013.

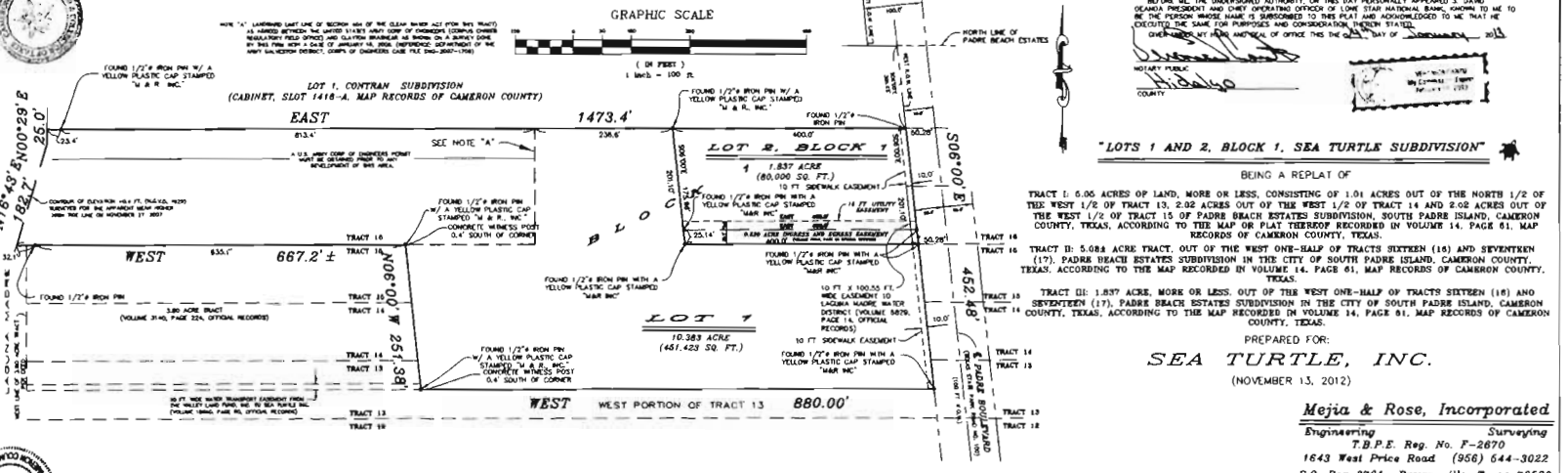
Jeffrey A. George
COUNTY
CAMERON

**STATE OF TEXAS
COUNTY OF BEEHIVE**

I, THE UNDERSIGNED, S. DAVID OLAMIA, PRESIDENT AND CHIEF OPERATING OFFICER OF LONE STAR NATIONAL BANK, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS LOT 2, BLOCK 1, SEA TURTLE SUBDIVISION, WITHIN THE CITY OF SOUTH PADRE ISLAND OF ITS ETS, AND WHOSE NAME IS SUBSCRIBED HEREON, HEREBY DESIGNATED TO THE APPROPRIATE PUBLIC OR PRIVATE ENTITY FOR THE BENEFIT OF THE PUBLIC OR PRIVATE LAND OWNERS, ALL STREETS, ALLEYS, PARKS, WALKWAYS, COURSES, DRAINAGE, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

ONE WITNESS MY HAND AND SEAL OF OFFICE THIS THE 1st DAY OF FEBRUARY, 2013.

S. David Olamia
COUNTY
CAMERON



REPLAT
(SCALE: 1" = 100')

BEING A REPLAT OF

TRACT I, 5.05 ACRES OF LAND, MORE OR LESS, CONSISTING OF 1.01 ACRES OUT OF THE NORTH 1/2 OF THE WEST 1/2 OF TRACT 13, 2.02 ACRES OUT OF THE WEST 1/2 OF TRACT 14 AND 2.02 ACRES OUT OF THE WEST 1/2 OF TRACT 15 OF PADRE BEACH ESTATES SUBDIVISION, SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 14, PAGE 61, MAP RECORDS OF CAMERON COUNTY, TEXAS.

TRACT II, 5.084 ACRE TRACT, OUT OF THE WEST ONE-HALF OF TRACTS SIXTEEN (16) AND SEVENTEEN (17), PADRE BEACH ESTATES SUBDIVISION IN THE CITY OF SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 14, PAGE 61, MAP RECORDS OF CAMERON COUNTY, TEXAS.

TRACT III, 1.837 ACRE, MORE OR LESS, OUT OF THE WEST ONE-HALF OF TRACTS SIXTEEN (16) AND SEVENTEEN (17), PADRE BEACH ESTATES SUBDIVISION IN THE CITY OF SOUTH PADRE ISLAND, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 14, PAGE 61, MAP RECORDS OF CAMERON COUNTY, TEXAS.

PREPARED FOR:
SEA TURTLE, INC.
(NOVEMBER 13, 2012)

Mejia & Rose, Incorporated
Engineering Surveying
T.B.P.E. Reg. No. F-2670
1643 West Price Road (956) 644-3022
P.O. Box 3761 Brownsville, Texas 78520
Fax (956) 544-3088
email: mandrino@gmail.com
G.F. No. 2/A JOB NO. 18772
5/15/2012

CI-3208

CAS

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

MEETING DATE: October 16, 2019

NAME & TITLE: Aaron Hanley, AICP, AIA, NCI; Planning Director

DEPARTMENT: Planning Department

ITEM

Discussion and action to approve and adopt first reading of Ordinance No. 19-17 amending the Fee Schedule for Fire, Building, Planning (including Parks & Recreation Division), Transit, Shoreline, Finance, Public Works Departments; including text amendments to Chapter 2, Section 2-75, Chapter 4, Section 4-3, Chapter 4, Section 4-16 and City website. (Tabled from September 18, 2019 meeting)

ITEM BACKGROUND

Mandatory Fee Schedule Revision for Residential Permit Fees was brought to Council on June 12th in response to HB 852, with a second reading on June 13th. That item was an interim fix in response to legislation that provided no grace period. This item is a more comprehensive revision to the fee schedule to closer align fees with processes. In addition every department as part of the budget preparation was asked to review their fee schedule. This item represents all other requested changes.

BUDGET/FINANCIAL SUMMARY

This item is not intended nor anticipated to amount to an increase or decrease in revenue. It will not have a positive or negative impact on expenditures, however should result in more productivity and staff efficiency.

COMPREHENSIVE PLAN GOAL

- Goal 3.J – Development should preserve and enhance the physical environment and natural features of the Island.
- Goal 6.J – Continue to support the needs of the Public Works, Police and Fire Departments to ensure adequate protection of the population.
- Goal 6.K – Employ best management practices.
- Action 3.4 – Streamline the review and permitting process.
- Action 3.17 – Continue to enforce City Ordinances and regulations consistently and equally.

7-1

Action 5.24(b) – Establishing runoff controls and requirements for construction sites.
Action 6.21 – Evaluate and amend as needed the requirements for on-site detention/retention.

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS

Staff recommends approving fee schedule revisions to better align fees with processes and level of effort. Staff will continue to analyze fee schedule and its impacts on the City's revenue and the development community.

Handwritten initials

ORDINANCE NO. 19-17

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 2 AND CHAPTER 4 OF THE CITY CODE OF ORDINANCES PERTAINING TO THE CITY FEE SCHEDULE, BY REPEALING AND REPLACING SECTION 2-75, 4-3, 4-16, AND 4-27(X); REPEALING SECTION 2-75.2; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION IN CAPTION FORM

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

SECTION 1. Section 2-75 of Chapter 2; and Sections 4-3, 4-16, 4-27, and 4-47 of Chapter 4 of the Code of Ordinances of the City of South Padre Island pertaining to fees for City services is hereby amended as follows:

Chapter 2 – ADMINISTRATION

ARTICLE IV. - FEE SCHEDULE

Sec. 2-75. - Fee schedule for all city services.

A fee is hereby established for the City services described as follows:

Administrative Services

- Copies and/or printouts, up to 8-½ inches x 14 inches \$0.10/page after first 10 pages
- Personnel (Labor) \$15/hour after the 1st hour
- Diskettes/CD's \$1/each
- Envelopes (Small) \$1/each
- Envelopes (Large) \$2/each
- Postage Actual cost
- Oversize paper copy (11 inches x 17 inches, Green/Blue bar) \$0.50/page after first 10 pages
- Mylar (depending on thickness) \$0.85 to \$1.35/linear foot
- Blueprint/Blue line paper (all widths) \$1/linear foot
- DVD \$5
- Municipal Court Online Payment Fee \$3
- Public Facility Use Fee \$50/hour

7-3

Development Services Planning

Preliminary Plan Review	\$100 per discipline
PEBD Site Plan Review	\$100
Special Development Plans (DSRTF)	\$250
City zoning maps	\$150
GIS service	\$75 per hour
Zoning verification letter	\$25
Variance / Appeal	\$250
Master Plan	\$250
Planned Development District	\$1,000
Specific Use / Special Exception	\$250
Zoning Case postponement	\$250
Rezoning— residential	\$1,000
Rezoning—commercial	\$1,000
Non-conforming Use Registration	\$100
Non-conforming Use Annual Renewal	\$50
Subdivision fees—preliminary plat	\$750
Subdivision fees—final plat	\$750
Subdivision fees preliminary re-plat	\$500
Subdivision fees final re-plat	\$500
Subdivision fees— preliminary/final re-plat	500 \$750

Finance Department

Short Term Rental Registration	\$50
--------------------------------------	------

Transit Department

Training Room Rental (Non-Government)	\$50 per hour (2 hr minimum, 8 hr (\$250) max)
Training Room Rental (Government Entity)	\$25 per hour (2 hr minimum, 8 hr (\$150) max)

Public Works Department

Development Plan Review	\$50
Standards and Specifications Verification	\$50 + \$25 per acre

Police Department

Temporary taxi permit \$100
Taxi driver permits \$25
Wrecker service permit application \$100
Fingerprints \$25
Golf Cart permits \$50
Golf Cart permit renewal \$25
Security Officer \$30/hour

Fire Department

New Fire Alarms Systems Permit ~~\$50~~ \$100
Private Fire Hydrant Permit \$50
Condominiums Annual Inspection \$100
Hotels/Motels Annual Inspection \$100
Apartments Annual Inspection \$100
Additional Floors (After 5th floor) \$10
~~Permit fee~~ New Fire Sprinklers & Standpipe Systems Permit \$50
Inspection Fire Alarms systems (existing systems) \$50
Inspection Fire Sprinklers & Standpipe system \$50
New Fire Hydrant Permit \$100
Inspect tie-in Fire Sprinkler & Standpipe Systems \$100
Review of Building Fire Protection Plans \$10 per floor minimum charge of \$50
Storage Tanks Permit/Inspection \$75
Re-Inspections (after 1st re-inspection) \$50
Business Buildings Annual Fire Safety Inspection \$50 (\$25 for less than 500 Square Feet)
Burning Permits \$50
Initial Fire Safety Inspection \$100
Propane tank installation permit fee (post installation) \$200
Propane tank inspection \$100
~~Temporary~~ Storage Tank Permit/Inspection ~~100~~ \$75
Temporary Structure (tents, portable buildings) \$30

7-5

Fire Protection System modification ~~100~~ \$50
 Fire Hydrant flow test Permit \$25
 Fire Hydrant Contractor use Permit \$200
~~Certificate of Occupancy Inspection \$50~~
~~Re-Inspection for Certificate of Occupancy \$30~~
 Lab/Clinics Inspection \$100
 Restaurant Fire Extinguishing Hood System Test Inspection \$50
 Fire Protection System Hydro test \$50
 Fire Works Display Permit \$200
 Fire Reports \$10
 False Alarms 2nd Call Thereafter \$200
 Review Evacuation Route & Fire Drills \$50
~~Advanced Life Support (resident) \$650.00~~
~~Advanced Life Support (non-resident) \$850.00~~
~~Advanced Life Support 2 (resident) \$650.00~~
~~Advanced Life Support 2 (non-resident) \$1,000.00~~
~~Basic Life Support (resident) \$650.00~~
~~Basic Life Support (non-resident) \$700.00~~
~~Oxygen \$50.00~~
~~Definitive Care* (Treatment with IV or meds, no transport) \$100.00~~
~~Mileage \$12.00~~
 Special event standbys:
 EMT and beach patrol \$30/hr
 Ambulance with 2 personnel (\$100/hr. w/ 4 hr. minimum)

Environmental Health Services

Health inspections (annual food service) \$100
 Re-inspections for health permits \$50
 Temporary health inspections: \$10 daily
 Annual Permit for temporary vendors (Oct-Sep): \$100
 Mobile Food Unit Health Permit Applications

17-6

Peak Season (Mar-Aug) \$500 monthly
Off Peak Season (Sep-Feb) \$100 monthly
Annual Permit (Optional) \$1,800
Natural Habitat Lot Application fee-New \$75
Natural Habitat Lot Application fee-Renewal \$50
Natural Habitat Lot Application fee-Optional Fee Payment
Mowing R-O-W \$35
Mowing Perimeter \$25
Mowing R-O-W & Perimeter \$50
Post and Rope: 50 foot \$350
Post and Rope: 100 foot \$700
Post and Rope: 150 foot \$1,050
Reprint of Health permit \$10
Special Events cooking food stand \$10
Umbrella permit-new application \$100
Umbrella permit-yearly renewal \$100
Garment inspections \$100
Mowing administrative cost \$100 per invoice
Plan review fee \$100
Animal trap deposit \$20

Building Department

Preliminary Plan Review \$100 per discipline
Outsource Admin Fee \$50
Residential Plan Review\$200
Residential Building Permit (Repairs and Alterations) \$100
Residential Building Permit (New and Additions) \$50 + \$0.50 per Square Feet
Residential Permit Extension 50% of Permit fee
Residential Certificate of Occupancy \$50
Residential Temporary Certificate of Occupancy \$100
Residential Certificate of Occupancy Extension \$200

7-7

Commercial Plan Review (Table Below)

Valuation	Fee
\$1 - \$10,000	\$50.
\$10,001 - \$25,000	\$70.69 for first \$10,000 + \$5.46 for each additional \$1,000.
\$25,001 - \$50,000	\$152.59 for the first \$25,000 + \$3.94 for each additional \$1,000.
\$50,001 - \$100,000	\$251.09 for the first \$50,000 + \$2.73 for each additional \$1,000.
\$100,001 - \$500,000	\$387.59 for the first \$100,000 + \$2.19 for each additional \$1,000.
\$500,001 - \$1,000,000	\$1,263.59 for the first \$500,000 + \$1.85 for each additional \$1,000.
\$1,000,001 and up	\$2,188.59 for the first \$1,000,000 + \$1.23 for each additional \$1,000.

Commercial Building Permit ~~7.00 per 1,000.00 value, minimum 25~~ \$100 + \$4 per \$1,000 value

Commercial Permit Extension 50% of Permit fee

Commercial Certificate of Occupancy \$100

Commercial Temporary Certificate of Occupancy \$200

Commercial Certificate of Occupancy Extension \$400

Building Permit, Electrical \$50 + \$25 per 1,000 Square Feet

Plumbing Permit \$50 + \$25 per 1,000 Square Feet

Mechanical Permit \$50 + \$25 per 1,000 Square Feet

Demolition Permit \$100 + \$25 per 1,000 Square Feet

Contractor Registration \$100

Mechanical Contractor Registration \$100

Demolition Contractor Registration \$100

House Moving Contractor Registration \$100

Fire Prevention Contractor Registration \$100

Unified Sign Plan Review \$100

Development \$50

Fence \$50

7-8

House moving \$200
Lawn irrigation \$50
Painting \$25
Swimming pools \$7 per \$1,000 value
Right-of-way \$50.00
Sign \$50.00
Temporary structure \$100
Temporary parking lot \$100
Inspection \$25
Re-inspection ~~25~~ \$100
After Hours Inspection \$100
City Maps \$25
Sandblasting \$200
Shade Device permit \$50

Beach Maintenance Shoreline

Beach & dune permit \$180
Beach & dune permits that require state/council approval ~~350~~ \$300
Vehicle beach use permits \$25
Retaining Wall / Walkway Maintenance \$50
~~Special Event Permit (Beach) \$250~~
~~Special Event Permit (Beach Wedding) \$25~~

Parks and Recreation / Community Center

Single private non-alcohol event reserving the full building \$50/hr
Fee for small meeting room non-alcohol event \$25/hr
Add'l fee for approved event reservation w/alcohol (beer/wine) \$200

A per hour fee will be assessed for any time over and above reservation period. Community Center Rental fees are non-refundable

Special Events Permit \$250
Special Events Permit (Beach Weddings) \$100

Convention Centre er

Lobby Rental \$400/day

Exhibit Hall \$2,500/day
Theater \$650/day
Rooms 101-104 (separately) \$250/day
Rooms 201&203 (separately) \$250/day
Room 202 \$400/day
Sun Terrace \$400/day
Entire Facility \$5,000/day
Copies \$0.15 black and white, \$0.25 color
Copies \$0.50 oversized
10x10 Booth with skirted table, 2 chairs \$65/day Advance \$45/floor order
Electricity 0-20 AMPS \$55/day
Flat Fee Electrical-dependent on no. of booths, days of use \$100-600 Advance \$10, Floor Order
Table rental \$15/day Advance \$5, Floor Order
Molded Chair \$10/day Advance \$8, Floor Order
Upholstered Chair \$12/day Advance \$15, Floor Order
Skirting \$20/day
Miscellaneous Extension Cords \$25/day Advance \$50, Floor Order
Telephone (per line) \$60
Hanging banners less than 10 feet in length \$25 plus forklift/operator fee
Same as above but using high lift to hang from ceiling \$50 plus high lift/operator fee
Banners longer than 10 feet \$10/foot /banner
Fork Lift with Operator \$40/hour
High Lift with Operator \$60/hour
Reusable Bags-advance notice required \$1 each
36x24 poster w/board-advance notice required \$15 and up each

Emergency Medical Charges

BLS N-Emergency Trans \$850
ALS1 Emergency Trans \$1,200
ALS-N Emergency Trans \$850
Mileage \$25

7-10

911 Aid Call Wait Time \$50

Routine Supplies

Pulse Oximetry \$85

Non Sterile Gloves (pair) \$9

Oxygen/Airway

Oxygen \$115.50

Oxygen Mask/Nasal Can \$50

Non-rebreather Mask \$45

Nebulizer \$28.50

BVM \$50

Endotracheal Tube \$28

Combitube \$105

ETCO2 Detector \$13

Suctioning \$350

Intubation \$350

Airway Maintenance \$400

CPAP Airway Press Vent \$350

CPAP Circuit \$250

Other Specialized

Chest Decompression \$275

CPR \$350

Defib/Cardioversion \$500

Extra Attendant-CPR \$75

Extra Attendant-Ventilation \$75

Chest Decompression Kit \$50

Rapid Sequence Induction \$275

IV Therapy

IV Therapy \$105

IV Normal Saline 500ml \$60

IV Normal Saline 1,000ml \$75

7-11

Start Kit \$95

Venigard \$6

Drip Set \$85

Cardiac Monitoring

EKG Monitoring w/Interp \$300

EKG Electrodes (pkg) \$25

Defibrillation \$250

Misc. EKG Supplies \$5

Immobilization

Spinal Immobilization \$250

Backboard \$90

Cervical Collar \$75

Head Blocks \$80

Splints \$75

Traction Splint \$60

K.E.D. \$150

Immobilization Procedure \$225

Extrication \$300

CPR Head Bed \$50

Pelvic Sling \$45

Spider Webbing \$45

Pedi-Mate \$85

Bleeding Control/Dressing

Bleeding Control Proc. \$125

Trauma Dressing \$15

Burn Sheet \$30

Occlusive Dressing \$15

Blood Sugar Reading

Glucose Monitor \$40

Glucose Lancets \$1.50

7-12

Glucose Stix \$8

Glucose Bandage \$1

Glucose Supplies \$29

IV Therapy (con't)

Extension Set \$15

Blood Y-Tubing \$24

14-24 Gauge Catheter \$190

Huber Needle \$40

Intraosseous Needle \$175

Syringe 1cc-10cc \$20

Pharmaceuticals

Adenosine 3 mg/ml 2 ml \$178.50

Albuterol 0.083% 3 ml \$30

Aspirin 81mg/tablet \$4

Atropine 1 mg 10 ml \$66.50

Atrovent 0.5 mg/2.5 ml \$17

Benadryl 50 mg/ml 1ml \$20

Dextrose 50% 50 ml \$41

Epi-Injector-Adult Dose \$96

Epi-Injector-Pedi Dose \$96

Epinephrine 1:1,000 1 ml \$31

Epinephrine 1:10,000 1 ml \$35

Furosemide 40 mg 4 ml \$22

Lactated Ringers 1,000ml \$84

Lidocaine 100mg 5ml \$19

Lidocaine Prei-mix 0.4% ml \$72

Morphine Sulfate \$17

Naloxone 1 mg/ml 2mg \$102

Nitroglycerin Tab/Spray \$18

Oral Glucose \$19

7-13

Sodium Bicarbonate \$31

Valium \$12

Infection Control

Mask with Shield \$20

Isolation Kit/Gown/Cap \$49

Goggles \$25

Biohazard Bag \$8

Miscellaneous

O.B. Kit \$73

Cold Pack \$20

Hot Pack \$20

Sterile Water \$10

Emesis Bag/Basin \$9

Decontamination of Unit \$35

Emergency Communication Fee \$200

*These charges are for insurance billing. These charges will not affect co-pays for Medicare recipients nor will the affect citizens with Medicaid. Citizens with no insurance will be given private pay discounts.

Sec. 2-75.2 – Interim permit fee for residential dwellings.

~~Pursuant to House Bill 852, the interim permit fee for residential dwellings shall be:~~

~~(A) \$0.75 per square foot of the total building area for new residential dwellings and additions to residential dwellings; and~~

~~(B) \$50.00 for improvements, repairs, and alterations to residential dwellings.~~

Chapter 4 – BUILDING AND CONSTRUCTION

ARTICLE I. – GENERAL

Section 4-3. – Applications on permits by licensed masters required.

All permits issued for construction shall require an application by a licensed master plumber and licensed master electrician prior to the commencement of plumbing or electrical work, although such application shall not be required for initial issuance of the permit. ~~No additional fee shall be charged by the City in connection with applications of master plumbers and electricians on building permits.~~

7-14

Section 4-16. – Fees

On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the following schedule:

(A) Permit Fees:

Per City Fee Schedule (Sec. 2-75).

~~1. —The minimum fee for issuing any permit shall be \$25.00.~~

~~2. —The fee rate is \$7.00 per \$1,000 valuation.~~

(B) Building Permit Valuations:

Permit valuation shall include total cost, such as plumbing, electrical, mechanical and other systems, all or any of which require a separate permit. For the purpose of establishing the valuation of a building, the Building Official may use data published by a recognized authority substantiating current cost of construction and/or the contractor's estimated cost whichever is higher.

(C) Definition of Square Feet for determining fees:

Square Feet is calculated as the gross square feet of the structure, including all enclosed spaces, all covered spaces, and all uncovered portions of continuous foundation or balconies.

~~(G)~~(D) Moving of a Building or Structure:

Per City Fee Schedule (Sec. 2-75).

~~For the moving of any building or structure, the fee shall be \$200.00.~~

~~(D)~~(E) Demolition of Building or Structure:

Per City Fee Schedule (Sec. 2-75).

~~For the demolition of any building or structure the fee shall be \$100.00.~~

~~(E)~~(F) Reinspection Fee:

In the event the Building Inspector is called upon to inspect an aspect of construction which he has previously inspected and determined insufficient, a reinspection fee shall be assessed the person requesting such reinspection. ~~The amount of such fee shall be determined by the City Manager based upon actual time, overhead, expenses and other factors related to the performance of the reinspection.~~

Section 4-27. – Standards for construction

(X) After the issuance of a building permit ~~from the Public Works Department~~, the applicant/property owner shall be required to submit a signed and sealed elevation certificate after completion of the structure's foundation. This document will be required prior to commencement of framing. The Building Inspector and/or Building Official will stop construction should information from the elevation certificate be inconsistent with the approved plans, the required FEMA elevation, or City setback regulations.

Section 4-47. – Required review by the Development Standards Review Task Force (DSRTF)

Prior to issuance of permits ~~from the Public Works Department~~, the Development Standards Review Task Force shall first review and approve the following:

- (A) Site plans and elevation drawings for all structures excluding one (1) or two (2) family structures and multifamily structures with two (2) or less stories or with sixteen (16) or less units in one (1) building.
- (B) All structures, excluding one (1) or two (2) family use structures and multifamily structures with two (2) or less stories or with sixteen (16) or less units in one (1) building, desiring exterior color and material use changes (i.e. painting, siding, stucco, etc.) must obtain a permit ~~from the Public Works Department~~, except color changes that comply with the design guidelines do not require review by the Development Standards Review Task Force.

The Development Standards Review Task Force may only deny an application if it does not meet all existing applicable ordinances or the Review Board may refer an applicant to the City Council if their project does not meet existing design guidelines.

SECTION 2: This Ordinance repeals all portions of any prior ordinances or parts of ordinances of the Code of Ordinances in conflict herewith.

SECTION 3: If for any reason, any section, paragraph, subdivision, clause, phrase, word, or provision of the Ordinance shall be held unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this Ordinance, for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word, or provision hereof be given full force and effect for its purpose.

SECTION 4: This Ordinance shall become effective when published in summary form according to law.

PASSED, APPROVED AND ADOPTED on First Reading, the ____ day of September 2019.

PASSED, APPROVED AND ADOPTED on Second Reading, the ____ day of September 2019.

ATTEST:

CITY OF SOUTH PADRE ISLAND,
TEXAS

Susan M. Manning, City Secretary

Patrick McNulty, Mayor

7-16

ORDINANCE NO. 19-17

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 2 AND CHAPTER 4 OF THE CITY CODE OF ORDINANCES PERTAINING TO THE CITY FEE SCHEDULE, BY REPEALING AND REPLACING SECTION 2-75, 4-3, 4-16, AND 4-27(X); REPEALING SECTION 2-75.2; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION IN CAPTION FORM

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

SECTION 1. Section 2-75 of Chapter 2; and Sections 4-3, 4-16, 4-27(X), and 4-47 of Chapter 4 of the Code of Ordinances of the City of South Padre Island pertaining to fees for City services is hereby amended as follows:

Chapter 2 – ADMINISTRATION

ARTICLE IV. - FEE SCHEDULE

Sec. 2-75. - Fee schedule for all city services.

A fee is hereby established for the City services described as follows:

Administrative Services

Copies and/or printouts, up to 8-½ inches x 14 inches \$0.10/page after first 10 pages

Personnel (Labor) \$15/hour after the 1st hour

Diskettes/CD's \$1/each

Envelopes (Small) \$1/each

Envelopes (Large) \$2/each

Postage Actual cost

Oversize paper copy (11 inches x 17 inches, Green/Blue bar) \$0.50/page after first 10 pages

Mylar (depending on thickness) \$0.85 to \$1.35/linear foot

Blueprint/Blue line paper (all widths) \$1/linear foot

DVD \$5

Municipal Court Online Payment Fee \$3

Public Facility Use Fee \$50/hour

Planning

7-17

Preliminary Plan Review \$100 per discipline
PEBD Site Plan Review \$100
Special Development Plans (DSRTF) \$250
City zoning maps \$150
GIS service \$75 per hour
Zoning verification letter \$25
Variance / Appeal \$250
Master Plan \$250
Planned Development District \$1,000
Specific Use / Special Exception \$250
Zoning Case postponement \$250
Rezoning— residential \$1,000
Rezoning—commercial \$1,000
Non-conforming Use Registration \$100
Non-conforming Use Annual Renewal \$50
Subdivision fees—preliminary plat \$750
Subdivision fees—final plat \$750
Subdivision fees preliminary re-plat \$500
Subdivision fees final re-plat \$500
Subdivision fees— preliminary/final re-plat \$750

Finance Department

Short Term Rental Registration \$50

Transit Department

Training Room Rental (Non-Government) \$50 per hour (2 hr minimum, 8 hr (\$250) max)

Training Room Rental (Government Entity) \$25 per hour (2 hr minimum, 8 hr (\$150) max)

Public Works Department

Development Plan Review \$50

Standards and Specifications Verification \$50 + \$25 per acre

Police Department

Temporary taxi permit \$100

7-18

Taxi driver permits \$25
Wrecker service permit application \$100
Fingerprints \$25
Golf Cart permits \$50
Golf Cart permit renewal \$25
Security Officer \$30/hour

Fire Department

New Fire Alarms Systems Permit \$100
Private Fire Hydrant Permit \$50
Condominiums Annual Inspection \$100
Hotels/Motels Annual Inspection \$100
Apartments Annual Inspection \$100
Additional Floors (After 5th floor) \$10
New Fire Sprinklers & Standpipe Systems Permit \$50
Inspection Fire Alarms systems (existing systems) \$50
Inspection Fire Sprinklers & Standpipe system \$50
New Fire Hydrant Permit \$100
Inspect tie-in Fire Sprinkler & Standpipe Systems \$100
Review of Building Fire Protection Plans \$10 per floor minimum charge of \$50
Storage Tanks Permit/Inspection \$75
Re-Inspections (after 1st re-inspection) \$50
Business Buildings Annual Fire Safety Inspection \$50 (\$25 for less than 500 Square Feet)
Burning Permits \$50
Initial Fire Safety Inspection \$100
Propane tank installation permit fee (post installation) \$200
Propane tank inspection \$100
Storage Tank Permit/Inspection \$75
Temporary Structure (tents, portable buildings) \$30
Fire Protection System modification \$50
Fire Hydrant flow test Permit \$25

17-19

Fire Hydrant Contractor use Permit \$200
Lab/Clinics Inspection \$100
Restaurant Fire Extinguishing Hood System Test Inspection \$50
Fire Protection System Hydro test \$50
Fire Works Display Permit \$200
Fire Reports \$10
False Alarms 2nd Call Thereafter \$200
Review Evacuation Route & Fire Drills \$50
Special event standbys:
 EMT and beach patrol \$30/hr
 Ambulance with 2 personnel (\$100/hr. w/ 4 hr. minimum)

Environmental Health Services

Health inspections (annual food service) \$100
Re-inspections for health permits \$50
Temporary health inspections: \$10 daily
Annual Permit for temporary vendors (Oct-Sep): \$100
Mobile Food Unit Health Permit Applications
 Peak Season (Mar-Aug) \$500 monthly
 Off Peak Season (Sep-Feb) \$100 monthly
 Annual Permit (Optional) \$1,800
Natural Habitat Lot Application fee-New \$75
Natural Habitat Lot Application fee-Renewal \$50
Natural Habitat Lot Application fee-Optional Fee Payment
 Mowing R-O-W \$35
 Mowing Perimeter \$25
 Mowing R-O-W & Perimeter \$50
 Post and Rope: 50 foot \$350
 Post and Rope: 100 foot \$700
 Post and Rope: 150 foot \$1,050
Reprint of Health permit \$10

17-20

Special Events cooking food stand \$10
 Umbrella permit-new application \$100
 Umbrella permit-yearly renewal \$100
 Garment inspections \$100
 Mowing administrative cost \$100 per invoice
 Plan review fee \$100
 Animal trap deposit \$20

Building Department

Preliminary Plan Review \$100 per discipline
 Outsource Admin Fee \$50
 Residential Plan Review\$200
 Residential Building Permit (Repairs and Alterations) \$100
 Residential Building Permit (New and Additions) \$50 + \$0.50 per Square Feet
 Residential Permit Extension 50% of Permit fee
 Residential Certificate of Occupancy \$50
 Residential Temporary Certificate of Occupancy \$100
 Residential Certificate of Occupancy Extension \$200
 Commercial Plan Review (Table Below)

Valuation	Fee
\$1 - \$10,000	\$50.
\$10,001 - \$25,000	\$70.69 for first \$10,000 + \$5.46 for each additional \$1,000.
\$25,001 - \$50,000	\$152.59 for the first \$25,000 + \$3.94 for each additional \$1,000.
\$50,001 - \$100,000	\$251.09 for the first \$50,000 + \$2.73 for each additional \$1,000.
\$100,001 - \$500,000	\$387.59 for the first \$100,000 + \$2.19 for each additional \$1,000.
\$500,001 - \$1,000,000	\$1,263.59 for the first \$500,000 + \$1.85 for each additional \$1,000.
\$1,000,001 and up	\$2,188.59 for the first \$1,000,000 + \$1.23 for each additional \$1,000.

Commercial Building Permit \$100 + \$4 per \$1,000 value
Commercial Permit Extension 50% of Permit fee
Commercial Certificate of Occupancy \$100
Commercial Temporary Certificate of Occupancy \$200
Commercial Certificate of Occupancy Extension \$400
Building Permit, Electrical \$50 + \$25 per 1,000 Square Feet
Plumbing Permit \$50 + \$25 per 1,000 Square Feet
Mechanical Permit \$50 + \$25 per 1,000 Square Feet
Demolition Permit \$100 + \$25 per 1,000 Square Feet
Contractor Registration \$100
Mechanical Contractor Registration \$100
Demolition Contractor Registration \$100
House Moving Contractor Registration \$100
Fire Prevention Contractor Registration \$100
Unified Sign Plan Review \$100
Development \$50
Fence \$50
House moving \$200
Lawn irrigation \$50
Painting \$25
Swimming pools \$7 per \$1,000 value
Right-of-way \$50.00
Sign \$50.00
Temporary structure \$100
Temporary parking lot \$100
Inspection \$25
Re-inspection \$100
After Hours Inspection \$100
City Maps \$25
Sandblasting \$200

17-22

Shade Device permit \$50

Shoreline

Beach & dune permit \$180

Beach & dune permits that require state/council approval \$300

Vehicle beach use permits \$25

Retaining Wall / Walkway Maintenance \$50

Parks and Recreation / Community Center

Single private non-alcohol event reserving the full building \$50/hr

Fee for small meeting room non-alcohol event \$25/hr

Add'l fee for approved event reservation w/alcohol (beer/wine) \$200

A per hour fee will be assessed for any time over and above reservation period. Community Center Rental fees are non-refundable

Special Events Permit \$250

Special Events Permit (Beach Weddings) \$100

Convention Centre

Lobby Rental \$400/day

Exhibit Hall \$2,500/day

Theater \$650/day

Rooms 101-104 (separately) \$250/day

Rooms 201&203 (separately) \$250/day

Room 202 \$400/day

Sun Terrace \$400/day

Entire Facility \$5,000/day

Copies \$0.15 black and white, \$0.25 color

Copies \$0.50 oversized

10x10 Booth with skirted table, 2 chairs \$65/day Advance \$45/floor order

Electricity 0-20 AMPS \$55/day

Flat Fee Electrical-dependent on no. of booths, days of use \$100-600 Advance \$10, Floor Order

Table rental \$15/day Advance \$5, Floor Order

Molded Chair \$10/day Advance \$8, Floor Order

Upholstered Chair \$12/day Advance \$15, Floor Order

Skirting \$20/day

Miscellaneous Extension Cords \$25/day Advance \$50, Floor Order

Telephone (per line) \$60

Hanging banners less than 10 feet in length \$25 plus forklift/operator fee

Same as above but using high lift to hang from ceiling \$50 plus high lift/operator fee

Banners longer than 10 feet \$10/foot /banner

Fork Lift with Operator \$40/hour

High Lift with Operator \$60/hour

Reusable Bags-advance notice required \$1 each

36x24 poster w/board-advance notice required \$15 and up each

Emergency Medical Charges

BLS N-Emergency Trans \$850

ALS1 Emergency Trans \$1,200

ALS-N Emergency Trans \$850

Mileage \$25

911 Aid Call Wait Time \$50

Routine Supplies

Pulse Oximetry \$85

Non Sterile Gloves (pair) \$9

Oxygen/Airway

Oxygen \$115.50

Oxygen Mask/Nasal Can \$50

Non-rebreather Mask \$45

Nebulizer \$28.50

BVM \$50

Endotracheal Tube \$28

Combitube \$105

ETCO2 Detector \$13

Suctioning \$350

Intubation \$350

7-24

Airway Maintenance \$400
CPAP Airway Press Vent \$350
CPAP Circuit \$250

Other Specialized

Chest Decompression \$275
CPR \$350
Defib/Cardioversion \$500
Extra Attendant-CPR \$75
Extra Attendant-Ventilation \$75
Chest Decompression Kit \$50
Rapid Sequence Induction \$275

IV Therapy

IV Therapy \$105
IV Normal Saline 500ml \$60
IV Normal Saline 1,000ml \$75
Start Kit \$95
Venigard \$6
Drip Set \$85

Cardiac Monitoring

EKG Monitoring w/Interp \$300
EKG Electrodes (pkg) \$25
Defibrillation \$250
Misc. EKG Supplies \$5

Immobilization

Spinal Immobilization \$250
Backboard \$90
Cervical Collar \$75
Head Blocks \$80
Splints \$75
Traction Splint \$60

7-25

K.E.D. \$150
Immobilization Procedure \$225
Extrication \$300
CPR Head Bed \$50
Pelvic Sling \$45
Spider Webbing \$45
Pedi-Mate \$85

Bleeding Control/Dressing

Bleeding Control Proc. \$125
Trauma Dressing \$15
Burn Sheet \$30
Occlusive Dressing \$15

Blood Sugar Reading

Glucose Monitor \$40
Glucose Lancets \$1.50
Glucose Stix \$8
Glucose Bandage \$1
Glucose Supplies \$29

IV Therapy (con't)

Extension Set \$15
Blood Y-Tubing \$24
14-24 Gauge Catheter \$190
Huber Needle \$40
Intraosseous Needle \$175
Syringe 1cc-10cc \$20

Pharmaceuticals

Adenosine 3 mg/ml 2 ml \$178.50
Albuterol 0.083% 3 ml \$30
Aspirin 81mg/tablet \$4
Atropine 1 mg 10 ml \$66.50

Atrovent 0.5 mg/2.5 ml \$17
Benadryl 50 mg/ml 1ml \$20
Dextrose 50% 50 ml \$41
Epi-Injector-Adult Dose \$96
Epi-Injector-Pedi Dose \$96
Epinephrine 1:1,000 1 ml \$31
Epinephrine 1:10,000 1 ml \$35
Furosemide 40 mg 4 ml \$22
Lactated Ringers 1,000ml \$84
Lidocaine 100mg 5ml \$19
Lidocaine Prei-mix 0.4% ml \$72
Morphine Sulfate \$17
Naloxone 1 mg/ml 2mg \$102
Nitroglycerin Tab/Spray \$18
Oral Glucose \$19
Sodium Bicarbonate \$31
Valium \$12

Infection Control

Mask with Shield \$20
Isolation Kit/Gown/Cap \$49
Goggles \$25
Biohazard Bag \$8

Miscellaneous

O.B. Kit \$73
Cold Pack \$20
Hot Pack \$20
Sterile Water \$10
Emesis Bag/Basin \$9
Decontamination of Unit \$35
Emergency Communication Fee \$200

17-27

*These charges are for insurance billing. These charges will not affect co-pays for Medicare recipients nor will the affect citizens with Medicaid. Citizens with no insurance will be given private pay discounts.

Chapter 4 – BUILDING AND CONSTRUCTION

ARTICLE I. – GENERAL

Section 4-3. – Applications on permits by licensed masters required.

All permits issued for construction shall require an application by a licensed master plumber and licensed master electrician prior to the commencement of plumbing or electrical work, although such application shall not be required for initial issuance of the permit.

Section 4-16. – Fees

On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the following schedule:

(A) Permit Fees:

Per City Fee Schedule (Sec. 2-75).

(B) Building Permit Valuations:

Permit valuation shall include total cost, such as plumbing, electrical, mechanical and other systems, all or any of which require a separate permit. For the purpose of establishing the valuation of a building, the Building Official may use data published by a recognized authority substantiating current cost of construction and/or the contractor's estimated cost whichever is higher.

(C) Definition of Square Feet for determining fees:

Square Feet is calculated as the gross square feet of the structure, including all enclosed spaces, all covered spaces, and all uncovered portions of continuous foundation or balconies.

(D) Moving of a Building or Structure:

Per City Fee Schedule (Sec. 2-75).

(E) Demolition of Building or Structure:

Per City Fee Schedule (Sec. 2-75).

(F) Reinspection Fee:

In the event the Building Inspector is called upon to inspect an aspect of construction which he has previously inspected and determined insufficient, a reinspection fee shall be assessed the person requesting such reinspection.

Section 4-27. – Standards for construction

(X) After the issuance of a building permit, the applicant/property owner shall be required to submit a signed and sealed elevation certificate after completion of the structure's foundation. This document will be required prior to commencement of framing. The Building Inspector and/or Building Official will stop construction should information from the elevation certificate be inconsistent with the approved plans, the required FEMA elevation, or City setback regulations.

7-28

Section 4-47. – Required review by the Development Standards Review Task Force (DSRTF)

Prior to issuance of permits, the Development Standards Review Task Force shall first review and approve the following:

- (A) Site plans and elevation drawings for all structures excluding one (1) or two (2) family structures and multifamily structures with two (2) or less stories or with sixteen (16) or less units in one (1) building.
- (B) All structures, excluding one (1) or two (2) family use structures and multifamily structures with two (2) or less stories or with sixteen (16) or less units in one (1) building, desiring exterior color and material use changes (i.e. painting, siding, stucco, etc.) must obtain a permit, except color changes that comply with the design guidelines do not require review by the Development Standards Review Task Force.

The Development Standards Review Task Force may only deny an application if it does not meet all existing applicable ordinances or the Review Board may refer an applicant to the City Council if their project does not meet existing design guidelines.

SECTION 2: This Ordinance repeals all portions of any prior ordinances or parts of ordinances of the Code of Ordinances in conflict herewith.

SECTION 3: If for any reason, any section, paragraph, subdivision, clause, phrase, word, or provision of the Ordinance shall be held unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this Ordinance, for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word, or provision hereof be given full force and effect for its purpose.

SECTION 4: This Ordinance shall become effective when published in summary form according to law.

PASSED, APPROVED AND ADOPTED on First Reading, the ____ day of September 2019.

PASSED, APPROVED AND ADOPTED on Second Reading, the ____ day of September 2019.

ATTEST:

CITY OF SOUTH PADRE ISLAND,
TEXAS

Susan M. Manning, City Secretary

Patrick McNulty, Mayor

7-29

CITY COUNCIL



October 16th, 2019
Item XX

1-30

DISCUSSION AND ACTION REGARDING MODIFICATIONS TO FEE SCHEDULE

Why are we amending the Fee Schedule?

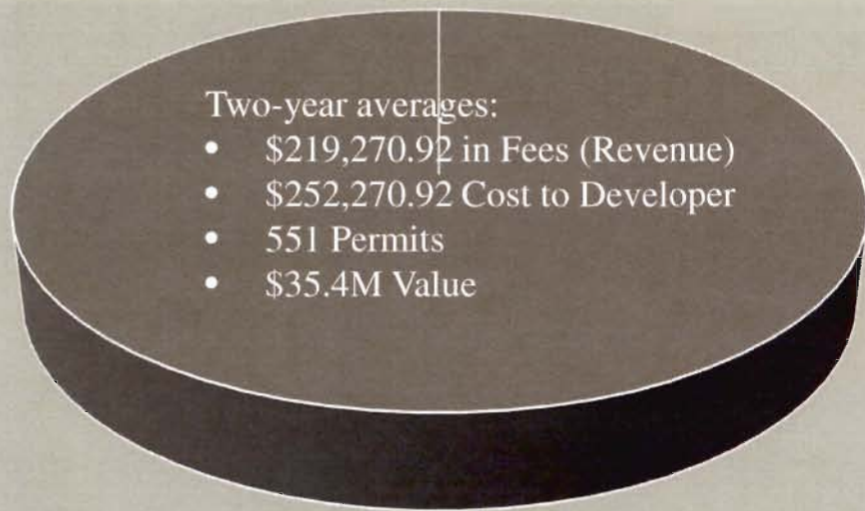
- Align fees with processes and level of effort.
- Streamline permitting process
- Create opportunities to educate and redirect
- Protect City by collecting at time of service

NOT TO:

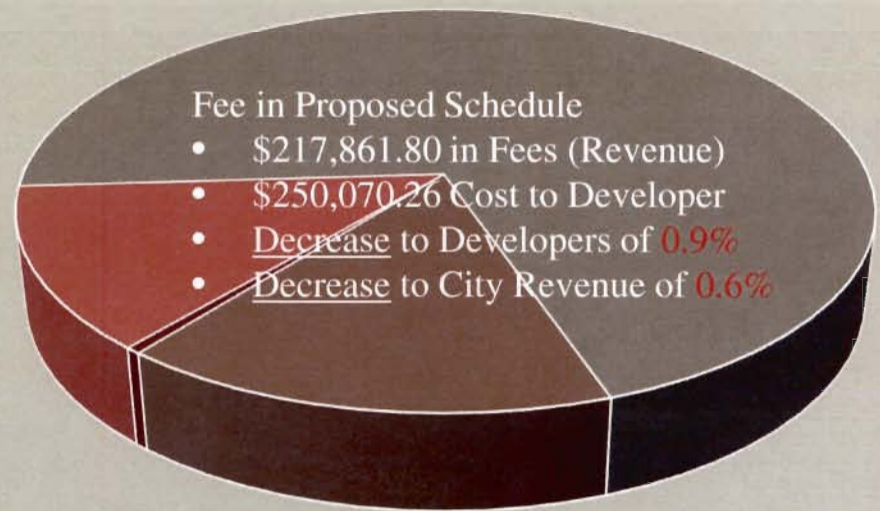
- Increase Fees
- Decrease Fees

DISCUSSION AND ACTION REGARDING MODIFICATIONS TO FEE SCHEDULE

Building Permit Fees



Building Permit Fees



■ Plan Review ■ Permit ■ Inspections ■ Certificate of Occupancy

■ Plan Review ■ Permit ■ Inspections ■ Certificate of Occupancy

7-32

KEY CHANGES - BUILDING INSPECTIONS

1. Separate Plan Review from Permit Fee
 - **Justification**
 - Better aligns with Process
 - Recoups cost for projects that discontinue
 - Deters non-serious applicants and incomplete submittals
2. Outsource Plan Review
 - **Justification**
 - Not enough staff time to handle surges
 - Potentially reduces review time
 - Shifts liability to third party
3. Require Contractors to Register
 - **Justification**
 - Ensures qualified individuals
 - Creates method for enforcement of disaster time ordinances

KEY CHANGES – BUILDING INSPECTIONS (CONT.)

1. Creation of Preliminary Plan Review
 - **Justification**
 - Assist with Concept development to ensure compliance with city ordinances
 - Reduces Plan Review time and prevents incomplete submittals
2. Align Fees with Quantity / Level of Effort
 - **Justification**
 - Promotes equality (no one overpays / underpays)

KEY CHANGES – PLANNING DEPARTMENT

1. Creation of Plan Review Fee for PBED and Preliminary Plats
 - **Justification**
 - Better aligns with Process
 - Recoups cost for projects that discontinue
 - Deters non-serious applicants and incomplete submittals
2. Creation of Preliminary Plan Review
 - **Justification**
 - Assist with Concept development to ensure compliance with city ordinances
 - Reduces Plan Review time and prevents incomplete submittals
3. Non-Conforming Use Registration
 - **Justification**
 - Monitor and enforce Non-Conforming uses

KEY CHANGES – PUBLIC WORKS DEPARTMENT

1. Creation of Development Plan Review Fee

- **Justification**

- Better aligns with Process
- Recoups cost for projects that discontinue
- Deters non-serious applicants and incomplete submittals

2. Creation of Standards and Specifications Verification

- **Justification**

- Better aligns with level of effort for plan review and inspections.

KEY CHANGES – FIRE DEPARTMENT

1. Elimination of Duplicate EMS Transport Fees
 - **Justification**
 - Old Fees in conflict with Newly adopted fees
2. Change Fire Alarm Systems Permit to \$100 (was \$50)
 - **Justification**
 - Consistency with other Permits and Level of Effort
3. Add smaller category for Annual Fire Safety Inspection – “Less than 500 SF” (\$25 instead of \$50)
 - **Justification**
 - Align with level of effort (these inspections are very quick)
4. Change Temporary Tank Inspection to \$75 (was \$100)
 - **Justification**
 - Align with level of effort
5. Change Fire System Modification to \$50 (was \$100)
 - **Justification**
 - Align with level of effort

KEY CHANGES – FIRE DEPARTMENT (CONT.)

1. Eliminate Certificate of Occupancy Inspection Fee (was \$50)
 - **Justification**
 - Should be included in Building Permit Certificate of Occupancy Fee
2. Eliminate Re-inspection for Certificate of Occupancy (was \$30)
 - **Justification**
 - Should be included in Building Permit Certificate of Occupancy Fee
3. Special Event Standby – EMT – Read \$30, should be \$30 “per hour”
 - **Justification**
 - Clarification
4. Added Fee for Additional Floors beyond 5th (\$10)
5. Adjusted Terminology to align with Forms

OTHER MISC. CHANGES

1. Change “Beach Maintenance” to “Shoreline”
2. Change “Community Center” to “Parks and Recreation / Community Center”
3. Move Special Event Permits from Building Inspections to Parks and Recreation (Already operationally aligned)
4. Add Beach & Dune Permit to Fees under Shoreline.
 - They were already charging for it. (\$180 – on website)
5. Change Beach & Dune Permit requiring state/council approval from \$350 to \$300.
 - They were already charging \$300 (website discrepancy)
6. Add Retaining Wall / Walkway Maintenance Fees under Shoreline.
 - Building Inspections was already charging for it. Codified under Chapter 22.
7. Eliminate Duplications of Special Event Permits.
8. Increase Special Event (Beach Weddings) from \$25 to \$100.
 - Same cost as Temporary structure, which most have.
9. Add Finance Department – Short Term Rental Registration.
10. Add Transit Department – Training Room Rental

BUILDING INSPECTIONS

FEE
SCHEDULE
COMPARISON

0h-6

DETAILED FEE SCHEDULE COMPARISON BUILDING INSPECTIONS

Fee Schedule Comparison	SPI - Current	San Antonio	Brownsville	Port Isabel	Port Aransas	PROPOSED
Preliminary Plan Review	Free	\$100 Per Discipline	Free	Free	Free	\$100 Per Discipline
Residential Plan Review	Included	\$200-600 (based on Size)	50% of Permit	15-25% of Permit (based on size)	\$25	\$200 + \$50
Residential Permit (Repair, Alteration)	\$50	\$150-2000 (based on value)	\$0.25-0.30 per SF	\$25 + \$7 per \$1,000 value	\$50 + \$6 per \$1,000 value	\$100
Residential Permit (New and Addition)	\$0.75 per SF	\$150-2000 (based on value)	\$0.25-0.30 per SF	\$25 + \$7 per \$1,000 value	\$50 + \$6 per \$1,000 value	\$50 + \$0.50 per SF
Residential Permit Extension	Free	50% of Permit Fee	Free	Free	Free	50% of Permit
Residential Certificate of Occupancy	Included	\$150	\$100	\$50	\$25	\$50

1h-6

DETAILED FEE SCHEDULE COMPARISON BUILDING INSPECTIONS

Fee Schedule Comparison	SPI - Current	San Antonio	Brownsville	Port Isabel	Port Aransas	PROPOSED
Residential Temporary Certificate of Occupancy	Included	\$150	N/A	N/A	\$25	\$100
Residential C of O Extension	N/A	\$75	N/A	N/A	\$25	\$200
Commercial Plan Review	Included	\$100 + \$1.60 per \$1,000 value	50% of Permit	25% of Permit	\$50	*See Chart + \$50
Commercial Permit	\$7 per \$1,000 value	\$100 + \$7.28 per \$1,000 value	\$600 + \$3 per \$1,000 value	\$25 + \$7 per \$1,000 value	\$50 + \$6 per \$1,000 value	\$100 + \$4 per \$1,000 value
Commercial Permit Extension	Free	50% of Permit	N/A	N/A	N/A	50% of Permit
Commercial Certificate of Occupancy	Included	\$200	\$100	\$50	\$25	\$100

eh-L

DETAILED FEE SCHEDULE COMPARISON BUILDING INSPECTIONS

**ATTACHMENT B
FEE SCHEDULE**

Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

7-413

DETAILED FEE SCHEDULE COMPARISON BUILDING INSPECTIONS

Fee Schedule Comparison	SPI - Current	San Antonio	Brownsville	Port Isabel	Port Aransas	PROPOSED
Commercial Temporary Certificate of Occupancy	Included	\$500	N/A	N/A	\$25	\$200
Commercial C of O Extension	Included	\$100	N/A	N/A	\$25	\$400
Building Permit, Electrical	\$50	\$100-200	\$40 +	\$50	\$65 +	\$50 + \$25 per 1,000 SF
Mechanical Permit	\$50	\$80-250	\$40 +	\$50	\$65 +	\$50 + \$25 per 1,000 SF
Plumbing Permit	\$50	\$60-372	\$40 +	\$50	\$65 +	\$50 + \$25 per 1,000 SF
Demolition Permit	\$100	\$100-650	\$100 + \$25 per 500 SF	\$100		\$100 + \$25 per 500 SF

hh-6

DETAILED FEE SCHEDULE COMPARISON BUILDING INSPECTIONS

Fee Schedule Comparison	SPI - Current	San Antonio	Brownsville	Port Isabel	Port Aransas	PROPOSED
Contractor Registration	N/A	\$150-170	\$250	\$100	\$100	\$100
Mechanical Registration	N/A	\$150	\$250	\$50	\$100	\$100
Demolition Contractor Registration	N/A	\$85	\$250	\$50	\$100	\$100
House Mover Registration	N/A	\$60	\$250	\$50	\$100	\$100
Fire Prevention Registration	N/A					\$100

5/4-6

DETAILED FEE SCHEDULE COMPARISON BUILDING INSPECTIONS

Fee Schedule Comparison	SPI - Current	San Antonio	Brownsville	Port Isabel	Port Aransas	PROPOSED
Unified Sign Plan Review	Free	\$300				\$100
Inspection	Included	Included	Included	Included	Included	\$25 per visit
Re-Inspection	\$25	\$50	\$75	\$50	\$25	\$100 per visit
After Hours Inspection	N/A	\$77	\$75	\$25	\$25	\$100 per visit

9/4-C

PLANNING DEPARTMENT

FEE
SCHEDULE
COMPARISON

6h-6

DETAILED FEE SCHEDULE COMPARISON PLANNING DEPARTMENT

Fee Schedule Comparison	SPI - Current	San Antonio	Brownsville	Port Isabel	Port Aransas	PROPOSED
Preliminary Plan Review	Free	\$100 Per Discipline	Free	Free	Free	\$100 Per Discipline
PEBD Site Plan Review	Free	N/A	N/A	N/A	N/A	\$100
Non-conforming Use Registration	N/A	\$350	N/A	N/A	N/A	\$100
Non-conforming Use Annual Renewal	N/A	\$150	N/A	N/A	N/A	\$50
Rezoning (Residential)	\$750 / \$1,000	\$785 - \$6,000	\$250 - \$1,500	\$200	\$350	\$1000

8h-4

DETAILED FEE SCHEDULE COMPARISON PLANNING DEPARTMENT

Fee Schedule Comparison	SPI - Current	San Antonio	Brownsville	Port Isabel	Port Aransas	PROPOSED
Special Development Plans (DSRTF)	Free	N/A	N/A	N/A	N/A	\$250
Special Exception	Free / \$250	\$600	\$300	\$200	\$330	\$250
Appeal	Free / \$250	\$600	\$300	\$200	\$330	\$250

67-4

PUBLIC WORKS DEPARTMENT

FEE
SCHEDULE
COMPARISON

7-50

DETAILED FEE SCHEDULE COMPARISON PUBLIC WORKS DEPARTMENT

Fee Schedule Comparison	SPI - Current	San Antonio	Brownsville	Port Isabel	Port Aransas	PROPOSED
*Development Plan Review	Included	\$100	Included	15% of Permit	\$37.50	\$50
*Subdivision Standards and Specifications Verification	Included	\$700	Included	Included	Included	\$50 + \$25 / acre

15-6

CASE STUDIES

FEE
SCHEDULE
COMPARISON

es-6

CASE STUDIES

Scenario 1

- **Residential – R-3 / VB (\$122.46)**
 - 2,500 SF
 - 1/4 acre site

Scenario 2

- **Commercial (Retail) – B / II-B (\$175.70 / SF)**
 - 15,000 SF (\$2,635,500)
 - 1 acre

Scenario 3

- **Hotel – R-1 / I-B (\$192.92 / SF)**
 - 60,000 SF (\$11,575,200)
 - 5 acre

CASE STUDIES

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	246.61	238.50	232.82	223.18	209.86	203.80	216.12	191.69	184.50
A-1 Assembly, theaters, without stage	225.65	217.54	211.85	202.22	189.15	183.09	195.16	170.98	163.79
A-2 Assembly, nightclubs	191.96	186.56	182.12	174.70	164.94	160.39	168.64	149.29	144.33
A-2 Assembly, restaurants, bars, banquet halls	190.96	185.56	180.12	173.70	162.94	159.39	167.64	147.29	143.33
A-3 Assembly, churches	226.69	218.58	212.89	203.26	191.60	185.54	196.20	173.43	166.24
A-3 Assembly, general, community halls, libraries, museums	190.63	182.52	175.84	167.20	153.09	148.07	160.14	134.97	128.78
A-4 Assembly, arenas	224.65	216.54	209.85	201.22	187.15	182.09	194.16	168.98	162.79
B Business	197.81	190.62	184.70	175.70	160.65	154.63	168.95	141.15	134.99
E Educational	209.43	202.23	196.97	188.01	175.28	166.43	181.55	153.08	148.70
F-1 Factory and industrial, moderate hazard	117.60	112.19	105.97	101.84	91.54	87.26	97.61	75.29	70.95
F-2 Factory and industrial, low hazard	116.60	111.19	105.97	100.84	91.54	86.26	96.61	75.29	69.95
H-1 High Hazard, explosives	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	N.P.
H234 High Hazard	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	63.56
H-5 HPM	197.81	190.62	184.70	175.70	160.65	154.63	168.95	141.15	134.99
I-1 Institutional, supervised environment	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
I-2 Institutional, hospitals	330.92	323.73	317.81	308.81	292.72	N.P.	302.06	273.22	N.P.
I-2 Institutional, nursing homes	229.68	222.49	216.58	207.57	193.53	N.P.	200.83	174.02	N.P.
I-3 Institutional, restrained	224.86	217.67	211.75	202.75	188.96	181.94	196.00	169.45	161.29
I-4 Institutional, day care facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
M Mercantile	142.95	137.54	132.11	125.68	115.38	111.83	119.62	99.73	95.77
R-1 Residential, hotels	199.70	192.92	186.99	179.78	164.90	160.43	179.93	148.60	143.96
R-2 Residential, multiple family	167.27	160.49	154.56	147.35	133.71	129.23	147.50	117.40	112.76
R-3 Residential, one- and two-family	155.84	151.61	147.83	144.09	138.94	135.27	141.72	130.04	122.46
R-4 Residential, care/assisted living facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
S-1 Storage, moderate hazard	108.99	103.58	97.35	93.22	83.14	78.87	88.99	66.89	62.56
S-2 Storage, low hazard	107.99	102.58	97.35	92.22	83.14	77.87	87.99	66.89	61.56
U Utility, miscellaneous	85.30	80.55	75.51	71.75	64.72	60.49	68.56	51.18	48.73

7-54

CASE STUDIES

Scenario 1

- **Residential – R-3 / VB (\$122.46)**
 - 2,500 SF
 - 1/4 acre site

Permit Fee in Interim Schedule: 2,500 SF x \$0.75 = \$1,875

Permit Fee in Old Schedule: 2,500 x \$122.46 = \$306,150* (\$0.007) = \$2,143.05

Permit Fee in Proposed Schedule:

Plan Review = \$250

Permit = \$1,250

Mechanical = \$112.50, Electrical = \$112.50, Plumbing = \$112.50

Inspections = 10 @ \$25 = \$250

C of O = \$50

Total = \$2,187.50 (\$44.45 increase to developer, \$155.55 decrease to City)

9-55

CASE STUDIES

Scenario 2

- **Commercial (Retail) – B / II-B (\$175.70 / SF)**
 - 15,000 SF (\$2,635,500)
 - 1 acre

Permit Fee in Old Schedule: $15,000 \times \$175.70 = \$2,635,500^* (\$0.007) = \$18,448.50$

Permit Fee in Proposed Schedule:

Plan Review = \$4,250.26

Permit = \$10,642

Mechanical = \$425, Electrical = \$425, Plumbing = \$425

Inspections = 15 @ \$25 = \$375

C of O = \$100

Total = \$16,692.26 (\$1,756 decrease to developer, \$5,956 decrease to City)

95-7

CASE STUDIES

Scenario 3

- **Hotel – R-1 / I-B (\$192.92 / SF)**
 - 60,000 SF (\$11,575,200)
 - 5 acre

Permit Fee in Old Schedule: $60,000 \times \$192.92 = \$11,575,200^* (\$0.007) = \mathbf{\$81,026.40}$

Permit Fee in Proposed Schedule:

Plan Review = \$15,246.09

Permit = \$46,400.80

Mechanical = \$1,550, Electrical = \$ 1,550, Plumbing = \$1,550

Inspections = 50 @ \$25 = \$1,250

C of O = \$100

Total = \$67,696.89 (\$13,329 decrease to developer, \$13,329 decrease to City)

**This Plan Review would have been outsourced under existing system.*

456

ADDITIONAL CASE STUDIES

Scenario 4

- **Commercial (Retail) – B / II-B (\$175.70 / SF)**
 - 3,415 SF (\$600,000)

Scenario 5

- **Commercial (Retail) – B / II-B (\$175.70 / SF)**
 - 10,245 SF (\$1,800,000)

Scenario 6

- **Commercial (Office Tower) – B / I-B (\$190.62 / SF)**
 - 157,380 SF (\$30,000,000)

85-6

CASE STUDIES

Scenario 4

- **Commercial (Retail) – B / II-B (\$175.70 / SF)**
 - 3,415 SF (\$600,000)

Permit Fee in Old Schedule: $3,415 \times \$175.70 = \$600,000^* (\$0.007) = \$4,200$

Permit Fee in Proposed Schedule:

Plan Review = \$1,498.59

Permit = \$2,500

Mechanical = \$135, Electrical = \$135, Plumbing = \$135

Inspections = 10 @ \$25 = \$250

C of O = \$100

Total = \$4,803.59 (\$603.59 increase to developer, \$657.87 decrease to City)

65-6

CASE STUDIES

Scenario 5

- **Commercial (Retail) – B / II-B (\$175.70 / SF)**
 - 10,245 SF (\$1,800,000)

Permit Fee in Old Schedule: $10,245 \times \$175.70 = \$1,800,000^* (\$0.007) = \$12,600$

Permit Fee in Proposed Schedule:

Plan Review = \$3,222.59

Permit = \$7,300

Mechanical = \$305, Electrical = \$305, Plumbing = \$305

Inspections = 10 @ \$25 = \$250

C of O = \$100

Total = \$11,837.59 (\$762 decrease to developer, \$3,525 decrease to City)

09-14

CASE STUDIES

Scenario 6

- **Commercial (Office Tower) – B / I-B (\$190.62 / SF)**
 - 157,380 SF (\$30,000,000)

Permit Fee in Old Schedule: $157,380 \times \$190.62 = \$30,000,000^* (\$0.007) = \$210,000$

Permit Fee in Proposed Schedule:

Plan Review = \$26,838.59

Permit = \$120,100

Mechanical = \$3,975, Electrical = \$3,975, Plumbing = \$3,975

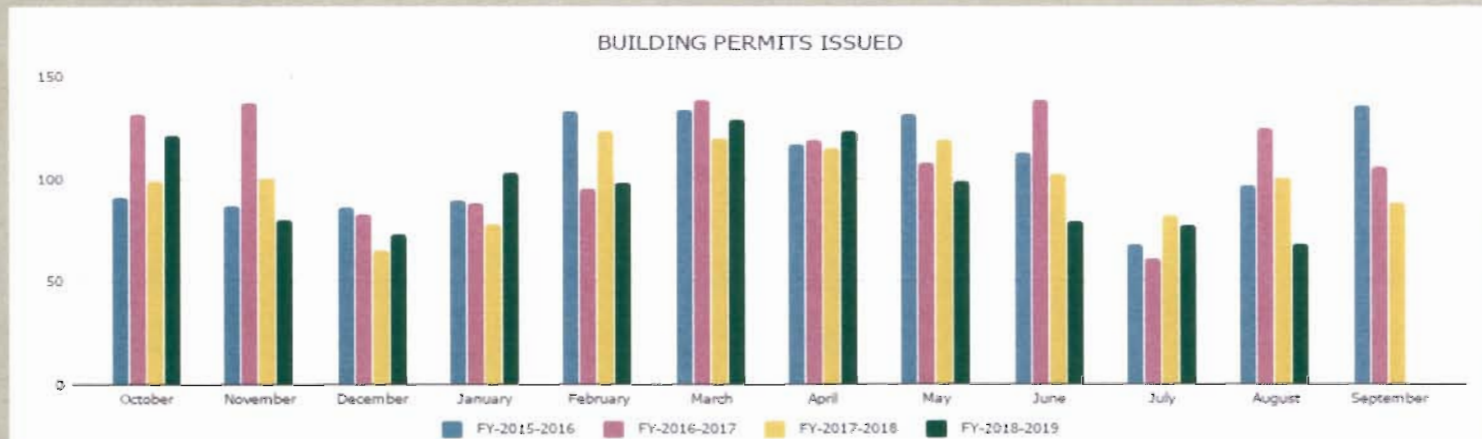
Inspections = 75 @ \$25 = \$1,875

C of O = \$100

Total = \$160,888.59 (\$49k decrease to developer, \$49k decrease to City)

BUILDING PERMIT METRICS

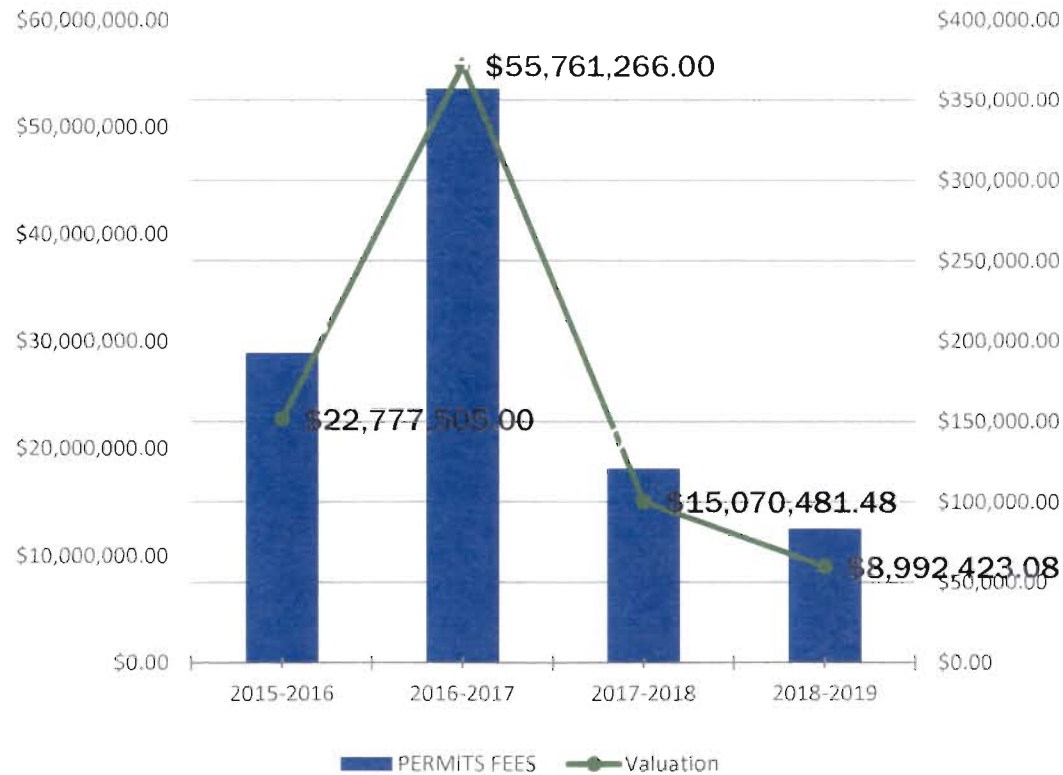
	FY-2015-2016	FY-2016-2017	FY-2017-2018	FY-2018-2019
October	91	132	99	121
November	87	137	100	80
December	86	83	65	73
January	90	88	78	103
February	133	95	123	98
March	134	139	120	129
April	117	119	115	123
May	132	108	119	99
June	113	139	102	79
July	68	61	82	77
August	97	125	100	68
September	136	106	88	0
TOTAL:	1284	1332	1191	826



29-7

BUILDING PERMIT METRICS

	2015-2016	2016-2017	2017-2018	2018-2019
Valuation	\$22,777,505.00	\$55,761,266.00	\$15,070,481.48	\$8,992,423.08
PERMITS FEES	\$192,718.00	\$357,430.00	\$120,794.90	\$83,309.47



59-63

BUILDING PERMIT METRICS

Summary of Permits by Segment

Segment Code	Segment Name	Total Paid	Number	Valuation
BLDC-ADD	Commercial Addition	\$ 8,332.96	41	\$ 1,325,303.50
BLDC-NEW	New Commercial Building	\$ 247,072.86	5	\$ 46,469,959.14
BLDC-REM	Commerical Remodel	\$ 9,416.08	49	\$ 2,144,612.00
BLDC-REP	Commerical Repair	\$ 4,315.63	63	\$ 758,382.92
BLDR-ADD	Residential Addition	\$ 6,885.72	59	\$ 984,938.00
BLDR-NEW	New Residential Building	\$ 86,531.44	32	\$ 12,357,492.09
BLDR-REM	Residential Remodel	\$ 17,333.44	118	\$ 2,331,001.75
BLDR-REP	Residential Repair	\$ 25,079.03	273	\$ 3,242,512.09
C OF O COM	Certificate of Occupancy - Commercial	\$ 25.00	1	
C OF O RES	Certificate of Occupancy - Residential	\$ 25.00	1	
DEMO-COM	Commercial Demolition	\$ 700.00	6	
DEMO-RES	Residential Demolition	\$ 1,100.00	11	
ELE-COM	Commercial Building - Electrical	\$ 3,300.00	151	
ELE-RES	Residential Building - Electrical	\$ 5,450.00		
MECH-COM	Commercial Mechanical	\$ 1,800.00	60	
MECH-RES	Residential Mechanical	\$ 3,600.00		
PLB-COM	Commercial Plumbing	\$ 2,000.00	159	
PLB-RES	Residential Plumbing	\$ 7,000.00		
ROOF-COM	Commercial Roof	\$ 1,646.37	12	\$ 230,938.84
ROOF-RES	Residential Roof	\$ 6,928.31	61	\$ 977,157.00
		\$ 438,541.84	1102	\$ 70,822,297.33
	Average per Year	\$ 219,270.92	551	\$ 35,411,148.67

69-7

BUILDING PERMIT METRICS

Benefits:

- Increased Efficiency and Productivity
- Prevents the need for additional staff (In between FTEs currently)
- Shifts Liability to 3rd Party
- More Consistent and predictable Process

THANK YOU

Questions?

69-6

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

MEETING DATE: October 16, 2019

NAME & TITLE: Randy Smith, City Manager
Eva-Jean Dalton, Council Member

DEPARTMENT: City Manager's Office/City Council

ITEM

Discussion and possible action regarding current contract with Focused Advocacy Group for legislative guidance and consultation services.

ITEM BACKGROUND

The City entered into a contract with Focused Advocacy Group to provide legislative guidance and consultation services on October 1, 2018 for a 24 month term ending on September 30, 2020. The contract also states a renewal of one additional 24-month period and a termination without cause with a ninety (90) day written notice.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

Comments:

RECOMMENDATIONS/COMMENTS



**Agreement
Legislative & Regulatory Consulting Services**

City of South Padre Island & Focused Advocacy

It is agreed effective October 1, 2018 that **Focused Advocacy, LLC.** ("Consultant(s)") as located at 816 Congress Avenue, Suite 370, Austin, Texas 78701 will for the following compensation and under the following terms and conditions provide the **City of South Padre Island** ("the City") as located at 4601 Padre Blvd. South Padre Island, TX 78597 with the following scope of services:

1. Scope of Services:

Specifically, Consultant will:

1. Represent the City's general interests before the Texas legislature as directed by the City Manager;
2. Assist in the development of the City's legislative agenda;
3. Assist with the passage of legislative initiatives as adopted by the City Council;
4. Provide general guidance and consultation to the city regarding the City's legislative and regulatory goals;
5. Develop strategies and generally work to gain support to advance the City's legislative and regulatory goals;
6. Work to defeat legislation the City deems detrimental;
7. Provide the City with timely updates regarding the status of pending legislation and rule makings;
8. Provide the City with an electronic tracking system which monitors the progress of legislation that could affect the City;
9. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and during the interim);



10. Assist with the preparation and drafting of legislation and amendments;

11. Assist with the preparation and drafting of letters, speeches and other advocacy materials;

12. Assist with the preparation of City officials who testify before legislative bodies; and

13. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings;

14. As directed, represent the City's interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings and developments at the Texas Comptroller of Public Accounts, Department of Transportation, Public Utility Commission, General Land Office, Railroad Commission, Water Development Board, Commission on Environmental Quality, and the Department of Housing and Community Affairs; and

15. As directed, engage with state agency staff and personnel to protect or advance the city's interests during administrative rule-making proceedings.

2. Term:

The term of this contract shall be for 24 months from October 1, 2018 thru September 30, 2020.

3. Renewal:

At the mutual agreement of both parties, this contract may be renewed for one additional 24-month period.

4. Retainer Compensation & Billing:

In consideration for the performance of the services outlined in this agreement during the period covered by this agreement, the City agrees to pay Consultant \$8,333.33 per-month.

FOCUSED ADVOCACY

Monthly invoices will be sent on or around the 1st day of each month and payable by the 15th day of each month.

Payment shall be either electronically deposited directly to the bank account provided by the Consultant or otherwise mailed to Focused Advocacy at 816 Congress Avenue, Suite 370, Austin, Texas 78701.

5. Expenses:

In addition to the monthly retainer, the City shall also reimburse Consultant three hundred and fifty dollar per month (\$350) for the monthly expenses Consultant incurs associated with client-related business meetings in furtherance of the duties and services required by this contract. This is a flat-fee monthly expense reimbursement for expenses incurred by the Consultant from client-related business meetings in furtherance of the contractual duties of this agreement and will not be accompanied by receipt.

The City agrees to reimburse this flat fee at the same time it pays the monthly retainer.

In addition, the City will reimburse Consultant for any reasonable and customary expenses related to travel requested of the Consultant by the City (i.e. - airfare, mileage, rental cars, taxis, hotels, travel-related meals).

6. Termination:

This agreement may be terminated without cause provided the City provides the Consultant ninety days (90) written notice. Effective from the date written notice is delivered to the Consultant, the City is responsible for and Consultant shall be fully compensated by the City for the retainer due during the 90-day period for termination without cause.

The City may also terminate the contract with thirty days (30) written notice if termination is caused by a conflict of interest as governed by Chapter 305, Government Code regarding legislation that cannot be resolved between the City and another client of the Consultant regarding a specific piece of legislation. Effective from the date written notice is delivered to the Consultant, the City is responsible for and Consultant shall be fully compensated by the City for the retainer due during the 30-day period for termination due to a conflict.

8-4



7. Points of Contact:

Unless directed otherwise, the City Manager shall act as the point of contact for the City and Brandon Aghamalian and Snapper Carr shall act as the point of contact for the Consultant. The Consultant will take its direction and work orders from the City Manager.

8. Compliance with Texas Ethics Laws:

The Consultant agrees to comply with all applicable state lobby registration and reporting laws and with all applicable state authorities including the Texas Ethics Commission.

9. Conflicts of Interest:

Should any other client of the Consultant take a position on a piece of legislation that is in opposition to the position of the City or should Consultant believe that its representation of the City is materially affected by the position taken by another client, Consultant will comply with all applicable state laws regarding conflicts of interest and will notify in writing the City within two (2) business days from the date Consultant became aware of the conflict. Consultant must obtain written permission from the City to continue its representation.

If the conflict is between the City and any private-sector client of the Consultant, then Consultant shall resolve the conflict in favor of the City.

10. Consultant Relationship:

It is understood by the parties that Consultant is an independent Consultant for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part-time of Client.

11. Confidentiality:

If a party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such information

85



except in proper performance of this agreement and as required by law. It is understood by Consultant that the materials produced and provided under this agreement are the property of the City and shall be returned to them upon request.

12. Expansion of Scope of Services:

This agreement is expressly limited to the scope of services detailed herein.

Any additional services requested by the City will necessitate an amendment to this contract with new terms and compensation.

13. Boycott Israel:

Texas Government Code Chapter 2270 prohibits a city from entering into a contract with a company for goods and services unless the contract contains a written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. By entering this agreement, Consultant verifies that it does not Boycott Israel, and agrees that during the term of this agreement Consultant will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.

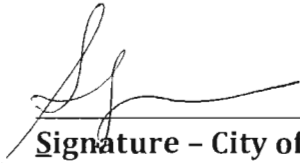
14. Entire Agreement and Modifications:

This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreement or understandings, whether oral or written, negotiations and discussion. This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any provision hereof (including this section) shall be valid unless in writing and signed by both parties.

9-8

FOCUSED ADVOCACY

This contract is accepted on 9/27/18 as evidenced by the execution hereof by the signatures of the undersigned.



Signature - City of South Padre Island



Signature - Focused Advocacy

Susan Guthrie, City manager
Printed name & title

Brandon Aghamalian, President
Printed name & title

9/27/18
Date

September 27, 2018
Date

8-7

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

MEETING DATE: October 16, 2019

NAME & TITLE: Kristina Boburka, Shoreline Director

DEPARTMENT: Shoreline Department

ITEM

Discussion and action to authorize the City Manager to enter into negotiations for contract of professional services for the Wind and Water Sport Park.

ITEM BACKGROUND

The City has received and reviewed Statement of Qualifications (SOQs) in response to RFQ 2019-SL01, Professional Services for the South Padre Island Wind and Water Sports Park. Each respondent was reviewed and graded by a selection committee.

BUDGET/FINANCIAL SUMMARY

This park will be funded through the venue tax.

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Staff recommends authorizing the City Manager to enter negotiations with the highest ranked firm and if acceptable terms are reached, to sign the contract.

9-1



RFQ 2019-SL-01 – Professional Services for the South Padre Island Wind and Water Sports Park

Statement of Qualifications Received from:

- Hanson
- LJA Environmental Services

Ranking of SOQs based on Selection Grading (average):

1. Hanson- 91.5/100
2. LJA Environmental Services- 83.25/100

Individual Grades by Selection Committee:

Kristina Boburka, Shoreline Director

- Hanson- 92/100
- LJA- 88/100

Erika Hughston, Shoreline Grants and Special Projects Administrator

- Hanson- 86/100
- LJA- 84/100

Neil Rasmussen, Shoreline Task Force Chair

- Hanson- 100/100
- LJA- 88/100

Mackenzie Yoder, Coastal Resource Manager

- Hanson- 88/100
- LJA- 73/100

Statement of Qualifications

CITY OF SOUTH PADRE ISLAND
Professional Services for the South Padre
Island Wind and Water Sports Park

RFQ 2019-SL01

OCTOBER 4, 2019



9.3



LJA ENVIRONMENTAL SERVICES

5350 South Staples Street, Suite 425, Corpus Christi, Texas 78411
t 361.991.8550 f 361.993.7569 LJAEnvironmental.com

POINT OF CONTACT

Jay Gardner
 Project Manager
 361.360.2138
 jgardner@lja.com

October 4, 2019

City of South Padre Island
ATTN: City Secretary
4601 Padre Blvd.
South Padre Island, TX 78597

Re: RFQ 2019-SL01 | Professional Services for the South Padre Island Wind and Water Sports Park

Dear Members of the Selection Committee:

LJA Environmental Services, LLC (LJAES) is pleased to submit our Statement of Qualifications (SOQ) in response to the City of South Padre Island (the City) Request for Professional Services for the South Padre Island Wind and Water Sports Park. LJAES is a multi-discipline, surveying, permitting, design and engineering firm, serving both the public and private sectors. The staff of LJA includes over 1,000, including sectors specializing in engineering, land development, survey, water/waste water, rail, and other disciplines.

The LJAES Team includes experience working on previous projects for the City of South Padre and Cameron County, and is very familiar with the special requirements requested. I personally worked on Phase I of the current project, then called the "Windsport Venue" with the City of South Padre, and completed the permitting analysis along with the current alternative designs, and conducted a Joint Evaluation Meeting (JEM) with the U.S. Army Corps of Engineers. The results of the JEM indicated that the agencies were interested in seeing the project move forward. The LJAES Team will be led by myself and Jeff Coym, with over 35 years of experience in permitting engineering, and land development between us. We will be supported by a strong team of LJA surveying, permitting, and engineering personnel, including local Darla Jones, retired from the City of South Padre.

With a 40-year history of providing professional surveying services, LJAES continues its focus and dedication to provide high-quality design services for its clients. Employee-owned and operated, the LJAES staff is highly motivated and committed to providing responsive, quality service. We feel certain that our personalized service will be a benefit to the City in the completion of any scheduled improvement projects.

We look forward to continuing to work on this project, and others, with the City of South Padre Island. If you require any additional information, please let us know.

Best regards,

Jay Gardner
Project Manager

9.4

TABLE OF CONTENTS

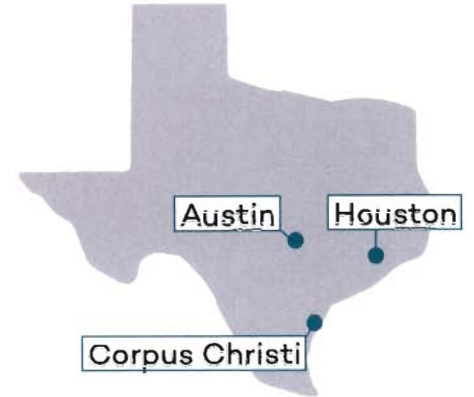
TAB A	Firm Introduction	01
TAB B	Competence and Qualifications of the Responsible Individual	06
TAB C	Technical Adequacy of the Personnel and Sub-Consultants	19
TAB D	Previous Similar Work.....	23
TAB E	Record of Performance on Other Projects	26
TAB F	Ability to Perform within Budget Constraints.....	27
TAB G	Workload Capacity and Work within Schedule.....	28
TAB H	Proposed Approach for Finalizing Survey.....	29
TAB I	Appendix	31
	<ul style="list-style-type: none">• Comments/Change Requests to Standard Form of Agreement• Disclosure of Pending Litigation• Certification and Acknowledgment Form	

9-5

LJA Environmental Services, LLC (LJAES) includes seasoned professional leaders in the fields of wetland ecology, dune permitting, aquatic and terrestrial biology, bird surveys, and U.S. Army Corps of Engineers permitting. Our unique team of professionals are all recognized experts in their respective fields, each with many years of experience conducting objective and reliable scientific and technical studies. Moreover, each member of our professional staff understands how those studies apply toward achievement of your project's particular environmental permitting and regulatory compliance needs. For example, the specific needs of your project calls for a professional Licensed State Land Surveyor (LSLS) with extensive experience regarding the tidal demarcation of the State Land Boundary on South Padre. Our David Nesbitt has completed several projects on South Padre. This is another instance of how our team is the best one suited for your needs.

With LJAES's wealth of environmental talent and resources, we are one of the largest environmental teams in the state of Texas. We are proud of our team size, but even more so because of the comprehensive array of environmental analysis, permitting, and regulatory compliance services we now offer. You have access to a diverse range of professional environmental engineers, planners, and scientists. Together, we can build—and rebuild—a civilization that matters.

LJAES OFFICES



ORGANIZATION CHART



COMPETENCE & QUALIFICATIONS OF THE RESPONSIBLE INDIVIDUAL

A. PROJECT MANAGER'S EXPERTISE

Jeff Coym, PE has 17 years of engineering projects in South Texas and will serve as the project manager and lead engineer. In addition to Phase I of the Wind Sport Venue Project for the City of South Padre Island, he has successfully completed projects on South Padre for Cameron County.

Mr. Gardner has extensive background and project management experience with USACE permitting (Sec's 404 and 10), environmental assessments and regulatory compliance, wetland delineation, beach and dune permitting, restoration, mitigation, NEPA compliance, and a variety of other environmental monitoring and reporting. Projects and clients have ranged from private individuals to cities, counties, the federal government, and other entities. Projects have included permitting for infrastructure, private/commercial development, boat ramps, mitigation, shoreline protection, bulkheads, roads, and many other projects.

Mr. Gardner completed the Cameron County Beach Maintenance Permit, including the surveying, bird and biological Section 7 Consultation with the USFWS, and achieved the permit. He has close working relationships with a variety County Commissioners, City Councils, the TGLO, USACE, USFWS, private homeowner associations, landowners, and NGO's.

Mr. Gardner has been involved with shoreline protection, seagrass and shoreline vegetation protection, enhancement, and plantings for 20 years. He has experience with shoreline erosion response and protection through both engineered solutions and living shorelines.

He is civically active, spending time working on several Corpus Christi City Council committees, Coastal Conservation Association Chapters, the City Parks Board, and the Snook and Gamefish Foundation. He chairs the CCA-Texas Habitat Today/Fish for Tomorrow committee that has partnered with a variety of stakeholders and has helped coordinate more than \$8M in coastal and near-shore habitat restoration and enhancement projects, as well as marine debris projects.

Examples of such projects can be found in the resume attached.

B. SIMILAR PROJECT EXPERIENCE

Phase I of the proposed project, then called the "Windsport Venue."
Please refer to the resumes on the next pages.

C. EDUCATIONAL BACKGROUND

Please refer to the resumes on the next pages.

D. LICENSE STATUS

Please refer to the resumes on the next pages.

E. TRAINING AND CERTIFICATIONS

Please refer to the resumes on the next pages.

F. TECHNICAL PUBLICATIONS

N/A



JEFF COYM, PE

PROJECT MANAGER/LEAD ENGINEER



EDUCATION

2002, BS, Civil Engineering, Texas Tech University

PROFESSIONAL LICENSE

2008, Registered Professional Engineer, Texas #101983

PROFESSIONAL MEMBERSHIP

American Council of Engineering Companies (ACEC)

American Society of Civil Engineers (ASCE)

SUMMARY OF QUALIFICATIONS

Mr. Coym has 16 years of experience in municipal infrastructure design and project management. He is responsible for directing efforts of project teams, including the surveying and mapping and CADD technicians, to successfully complete specific projects. Jeff's experience includes projects carried from preliminary investigations through design and construction phases to final job acceptance. He is also in charge of day-to-day operations for LJA's Corpus Christi office.

PROJECT EXPERIENCE

City of Corpus Christi, Bear Lane from SPID to Old Brownsville Road, Corpus Christi, TX – Project Engineer for this \$6.26M project, including reconstruction and widening of an existing 2-lane rural section roadway with drainage ditches to a 3-lane curb and gutter section with storm sewer and drainage outfall. Project included significant waterline and sewer line replacement/rehabilitation. Work on the project included surveying and mapping, preliminary engineering, final design, bidding, and construction phase services.

City of Corpus Christi, Buddy Lawrence Drive, IH 37 to Antelope Street, Corpus Christi, TX – Project Engineer for this \$2.72M project, including complete rehabilitation of the existing 2-lane concrete and asphalt street sections with drainage ditches to a 3-lane curb and gutter section with underground storm sewer. Project also included utilities rehabilitation and upgrade of all utilities. Work included surveying and mapping, preliminary engineering, final design, bidding and construction phase services.

City of Corpus Christi, Paving Assessments Project, Corpus Christi, TX – Project Engineer for this \$1.87M project, including rehabilitating and reconstructing three separate residential roadways in town (Vaky Street, Ivy Lane and Clare Drive) for participation in the City's voluntary Assessment Program. Roadside drainage ditches were replaced with curb and gutter and underground storm sewer conduits. The project also included upgrading the sanitary sewer collection systems by method of cured-in-place pipe as well as open cut new construction. Work on the project included all surveying and mapping, preliminary engineering, final design, bidding, construction phase services, and property owner assessment calculations.

City of Portland, Phase 9 Street Improvements Project, Portland, TX – Project Manager for this \$3.5M project. Phase I included full depth reconstruction of eight roadways and mill and overlay operations of ten roadways including ADA ramps, parking lot and sidewalk expansions, and pavement repair to various portions of 18 streets in the City of Portland. Phase II included removing 2,100 LF of the existing Memorial Parkway northbound lane and curb and gutter along the west side.

JAY GARDNER

PROJECT MANAGER



EDUCATION

2000, BS, Biology, Texas A&M University – Corpus Christi

PROFESSIONAL REGISTRATIONS

OSHA HAZWOPER

MOCC Boat Certification, USFWS/DOI

CPR and First Aid Certification

PROFESSIONAL AFFILIATIONS

- Certified Wetland Delineator
- Wetland Training Institute (3/2006)
- Vice President Coastal Conservation Association, Corpus Christi Chapter Chair, Habitat Today/Fish for Tomorrow Committee, CCA-Texas and State Board Member
- Island Strategic Action Committee (ISAC) and TIRZ #2 sub-committee
- Watershore and Beach Advisory Committee Co-Chair (ex) and current Co-Chair of the Beach Maintenance / Sargassum Sub-Committee
- Texas Director of the Snook and Gamefish Foundation
- Padre Island Moon writer, "On the Rocks" (7 years)

SUMMARY OF QUALIFICATIONS

Mr. Gardner has extensive background and experience with USACE permitting (Sec's 404 and 10), environmental assessments and regulatory compliance, wetland delineation, beach and dune permitting, restoration, mitigation, NEPA compliance, and a variety of other environmental monitoring and reporting. Projects and clients have ranged from private individuals to cities, counties, the federal government, and other entities. Projects have included permitting for infrastructure, private/commercial development, boat ramps, mitigation, shoreline protection, bulkheads, roads, and many other projects.

PROJECT EXPERIENCE

REPRESENTATIVE BEACH/DUNE PROJECTS

- Windsport Venue Phase I, City of South Padre
- Cameron County Beach Maintenance Permit (USACE) and Monitoring
- Bob Hall Pier Expansion
- Nueces County Beach Maintenance Permit and Monitoring
- Nueces County Coastal Parks Master Plan
- Port Royal Walkover
- Island Park Estates Subdivision and Walkover
- Beachview Estates Subdivision and Walkover
- Lost Colony Dune Restoration
- Sunrise Shores Subdivision and Walkover
- James Worth Utilities Port Aransas Dune Permit
- Cabela's Beach Houses Subdivision and New Beach Access Road
- Jim Williams Beach Access Road and Development
- La Concha (various lots, DPP/BCC) Subdivision and Walkover
- Bella Vista Subdivision
- BriteStar Subdivision and Walkover
- Padre Balli Park Improvements
- Shoreline Protection Projects
- Laguna Point Recreational Area - City of Port Mansfield
- Fulton Beach Road - City of Rockport/Fulton
- Little Bay Oyster Restoration Project
- Packery Channel Park - Nueces County
- PJ's Marina
- JFK Boat Ramps and Bulkhead
- Tortuga Harbor

Permitting and Regulatory

- Provided project and permitting support for civil and coastal engineering projects including roadways, drainage improvements, wastewater treatment plants, oil and gas pipelines, beach maintenance and nourishment, and private developments.
- ESA formal and informal ESA Section 7 endangered species act consultation for City of Corpus Christi, Nueces County, City of Port Aransas, Cameron County, Texas General Land Office and private developments.

Wetland Delineations and Habitat Characterizations

- Performed wetland delineations in accordance with the 1987 USACE Wetlands Delineation Manual and the Atlantic and Gulf Coast Regional Supplements for City of Corpus Christi, Nueces County, City of Port Aransas, Koch Pipeline, City of Leakey, TWDB, USDA, URS and many private companies and individuals.
- Performed habitat characterizations and environmental assessments in association with the USACE regulatory process for over 10 years.
- Have performed Endangered and Threatened Species surveys and studies and coordinated with USFWS and TPWD regarding listed species for most central and south Texas counties.

NEPA Compliance

- Categorical Exclusion Document (CE) – Williams Drive Phase III – resulted in a FONZI finding. CE document for TxDOT and FHA. Coordinated with multiple partners (City of Corpus Christi and sub-consultants).
- Environmental Assessment (EA) – SH 200 Ingleside Industrial Corridor – researched and drafted EA document for TxDOT and FHA. Work also included coordination with the Texas Historical Commission. Approval pending (8/2013).
- NEPA compliance required for all USACE Individual Permits. See USACE and Permitting and Regulatory sections below.

Environmental Assessments and Other Regulatory Experience

- Project support associated with Phase I Environmental Site Assessments for San Patricio County, City of Ingleside, and Baffin Bay Water Supply Company.
- Development and submittal of Texas General Land Office (GLO) land lease applications for City of Corpus Christi, City of Port Aransas, many private landowners (piers and docks) and the oil and gas industry.
- Have completed and approved several Environmental Reports for USDA – State Revolving Fund and EDAP Programs.

Beach and Dune Permitting and Restoration Experience

Intimate knowledge of Texas Administrative Code Chapter 15, The Texas Open Beaches Act and Chapters 61-63 of the Natural Resources Code. Also intimately familiar with most of the Beach Management Plans and Erosion Response Plans for Texas Coastal Counties. Current project is application agent/consultant for Cameron County's Beach Maintenance Permit application to the USACE

C TECHNICAL ADEQUACY OF THE PERSONNEL AND SUBS

LJAES is experienced in all areas required in this RFQ, with staff members providing over 100 years of experience. Listed below are some of the team members who will have prominent roles in the project. Full resumes for all team members may be found on the following pages.

A. PERSONNEL'S EXPERTISE

JEFF COYM, PE will serve as the overall project manager and lead engineer regarding the coordination between the surveying and drafting aspects of the project. He will oversee the permitting and engineering drafting of the alternatives, and construction and bid documents.

JAY GARDNER will serve as the day-to-day project manager and coordinate the efforts of all other team members and is also the LJA Environmental Services Manager for the Corpus Christi office, including south Texas. Jay will also be in charge of completing the wetland delineation, overseeing engineering and the development of the permitting and project plans. He will also prepare, submit, and coordinate the USACE permit application.

DYLAN KLARE, PE will assist Jeff Coym with engineer design. Dylan recently passed his PE exam on the first try, and has seven years of experience in design and engineering.

VICTOR GUTIERREZ, JR., PE will act as an additional project engineer as needed and a local liason for the City.

DAVID SHERRIL will serve as the permitting review specialist, and manager of the technical specialists used during the project.

DAVID L. NESBITT, RPLS, LSLS will serve as a survey manager and coordinate the topographic surveys required as well as the boundary surveys required for the determination of the State Land Boundary, topographic, and delineation surveys for the project. David manages the survey department in Corpus Christi and is responsible for directing the efforts of survey crews, survey technicians, and CAD operators, performing records research, preparing estimates, calculating surveys, preparing field notes, and all other tasks associated with surveying and mapping projects. David has over 40 years of experience in all facets of the surveying and mapping field.

DARLA JONES was with the City of South Padre for past 10 years before retiring. Her experience regarding the location of utilities, specific site conditions, and construction management will be invaluable to the team.

B. SIMILAR PROJECT EXPERIENCE

Please refer to the resumes of the proposed project team on pages on the following pages.

C. EDUCATIONAL BACKGROUND

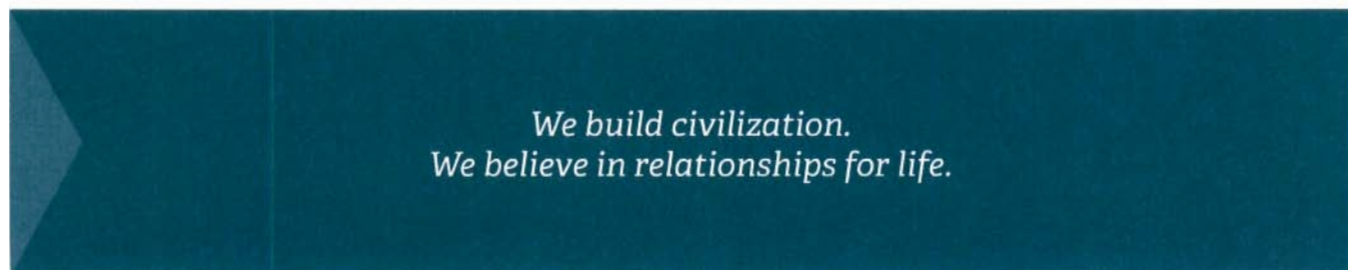
Please refer to the resumes of the proposed project team on pages on the following pages.

D. LICENSE STATUS

Please refer to the resumes of the proposed project team on pages on the following pages.

E. TECHNICAL PUBLICATIONS

N/A



9-11

DYLAN KLARE, PE

ENGINEER



EDUCATION

2015, BS, Civil Engineering, Rice University

PROFESSIONAL LICENSE

2019, Professional Engineer, Texas #134893

PROFESSIONAL MEMBERSHIP

American Society of Civil Engineers (ASCE)

SUMMARY OF QUALIFICATIONS

Mr. Klare's experience includes new street design, street rehabilitation, storm water collection and conveyance systems, water distribution systems, wastewater collection systems, wastewater force mains, wastewater lift stations, and rehabilitation of storm sewer, water, and wastewater systems. He has a strong background in design and preparation of construction plans, processing construction documents, preparation of contract documents and specifications, permitting, bidding processes, construction administration, and excels at cost estimating. Mr. Klare is adept at numerous Microsoft-based programs, Bentley PondPack, and is an advanced AutoCAD user.

PROJECT EXPERIENCE

Harbor Towne Phase I Improvements, City of Aransas Pass, Aransas Pass, TX – Project included removing and replacing deteriorating pavement with new pavement sections, curb and gutter, sidewalks, curb ramps, and other essential pedestrian infrastructure, new storm sewer, water and wastewater infrastructure, and a new lift station to serve the development. Temporary improvements were designed to ensure continued use of existing pavement, water, and wastewater systems throughout the duration of construction and until future phases when permanent systems would be provided. Performed design services necessary to review and prepare plans, specifications, and bid and contract documents.

Laguna Shores Force Main Replacement, Graham Road to Laguna Madre Wastewater Treatment Plant, City of Corpus Christi, Corpus Christi, TX – Project included the design of approximately 5,500 LF of proposed wastewater force main, open trench and directional drill installed, along Laguna Shores Road and E. Lakeside Drive from Graham Road to the Laguna Madre Wastewater Treatment Plant, a proposed lift station, and the installation of flow meters at the proposed lift station and four existing lift stations. Prepared and processed TxDOT Utility permit(s). Performed design services necessary to review and prepare plans, specifications, and bid and contract documents.

Gollihar Road Improvements, Corpus Christi, TX, Kostoryz Road to Weber Road (2014 Bond Issue), City of Corpus Christi, Corpus Christi, TX – Project included the full reconstruction of approximately 5,200 LF of Gollihar Road. Street reconstruction included a new HMAC pavement section, new sidewalks and curb ramps, new underground storm sewer infrastructure to increase the capacity of the existing underground storm sewer collection system, and new gas, water and wastewater infrastructure. Performed design services necessary to review and prepare plans, specifications, and bid and contract documents. Performed routine site visits and prepared accompanying site visit reports. Processed material submittals and various other construction administration duties.

Rodd Field Road Improvements, Saratoga Boulevard to Yorktown Boulevard (Bond 2014), City of Corpus Christi, Corpus Christi, TX – Project included the full reconstruction and expansion of Rodd Field Road from Saratoga Boulevard to Yorktown Boulevard, approximately 7,500 LF, as well as approximately 1,700 LF of Yorktown Boulevard from Bay Drive to Geiger Drive. Street reconstruction included a new pavement section, new sidewalk/cycle track and curb ramps, and new water, wastewater, and storm sewer infrastructure. Performed design services necessary to review and prepare plans, specifications, and bid and contract documents.

McArdle Road Improvements, Corpus Christi, TX, Ennis Joslin Road to Whitaker Drive (2012 Bond Issue), City of Corpus Christi, Corpus Christi, TX – Project included full reconstruction of McArdle Road from Ennis Joslin to Nile Drive, approximately 4,600 LF, including new storm sewer, water, and wastewater infrastructure. Project also included full-depth pavement reclamation of McArdle Road from Nile Drive to Whitaker Drive, approximately 5,200 LF, with partial replacement of existing water, wastewater, and storm sewer infrastructure. Performed routine site visits and prepared accompanying site visit reports. Processed material submittals and various other construction administration duties.

Williams Drive Improvements Phase 3, Corpus Christi, TX, Staples Street to Airline Road (Bond 2012), City of Corpus Christi, Corpus Christi, TX – Project included the full reconstruction and expansion from two-lanes to four-lanes of approximately 3,200 LF of Williams Drive. Street reconstruction included a new HMAC pavement section, new sidewalks and curb ramps, and new water, wastewater, and storm sewer infrastructure. Performed routine site visits and prepare accompanying site visit reports. Processed material submittals, change orders, and various other construction administration duties.

North Beach Area Road Improvements and Area Beautification, (Bond 2012), City of Corpus Christi, Corpus Christi, TX – Project includes pedestrian improvements along Surfside Boulevard and the pavement reclamation of N. Shoreline Boulevard between Pearl Avenue and Coastal Avenue. Utility improvements include the cleaning of storm sewer and wastewater infrastructure. Performed design services necessary to review and prepare plans, specifications, and bid and contract documents.

North Beach Breakwater, Plaza, North Shoreline Repair and Enhancement (Bond 2012), City of Corpus Christi, Corpus Christi, TX – Project included pedestrian and parking improvements along N. Shoreline Boulevard between Pearl Street and Coastal Avenue, storm sewer improvements, and the cleaning of existing storm sewer and wastewater infrastructure. Performed design services necessary to review and prepare plans, specifications, and bid and contract documents.

Sea Town Pedestrian Improvements, Corpus Christi, TX, N. Tanchua Street to N. Chaparral Street (Bond 2012), City of Corpus Christi, Corpus Christi, TX – Prepared conceptual layout and cost estimation of pedestrian and mobility improvements for the scoping phase.

McBride Lift Station and Force Main Improvements, City of Corpus Christi, Corpus Christi, TX – Prepared and processed TxDOT Utility permit(s) associated with the wastewater force main crossing beneath IH-37 at McBride Lane.

Lifecycle Pipe Rehab-Replacement ID/IQ, Task Order No. 1, Turtle Cove Subdivision Drainage Study, City of Corpus Christi, Corpus Christi, TX – Performed drainage study to determine likely cause of flooding in the Turtle Cove Subdivision and recommended improvements to alleviate future flooding.

VICTOR M. GUTIERREZ, JR., PE

ENGINEER



EDUCATION

1987, BS, Civil Engineering, Texas A&I University
1981, BA, Civil Engineering, University of Texas at Austin

PROFESSIONAL LICENSE

1993, Professional Engineer, Texas #77761

PROFESSIONAL MEMBERSHIP

American Society of Civil Engineers (ASCE)
American Association of Airport Executives (AAAE) Certified Member

SUMMARY OF QUALIFICATIONS

Mr. Gutierrez has over 34 years of experience in civil engineering and construction. Victor has designed and managed complex municipal public works infrastructure projects from the preliminary planning phase to the final design, bidding, construction and warranty phases. He shares the responsibility of managing the day-to-day operations of the Corpus Christi office and will lead a design team to undertake assigned projects. Victor has provided full infrastructure design services on street rehabilitation projects, water distribution, storage & treatment projects and wastewater collection, pumping and treatment system projects.

PROJECT EXPERIENCE

City of Corpus Christi 2015 & 2016 Citywide Street Preventative Maintenance Program (SPMP) Year 2 (Project No. E14021) & Year 3 (Project No. E15140), Corpus Christi, TX – Principal-In-Charge and design engineer for a \$29.8 million citywide street rehabilitation project consisting of a review of the City's street database & GIS records, sorting and prioritizing candidate streets for seal coats & overlays, reviewing & validating street pavement condition indexes (PCI's), conducting onsite street condition assessments of individual streets, preparing a ten-delivery order work plan, and managing the production and issuance of pavement rehabilitation delivery orders to general contractors. The completed work plan included seal coats for City force account crews, seal coats for general contractors, and milling and overlays for general contractors. This project involved selecting & balancing seal coat and overlay candidate arterial, collector and residential streets across five (5) City districts. This project included rehabilitating damaged or rolled curb & gutter, sidewalk trip hazard defects and non-compliant ADA improvements along the selected ADA route where overlay improvements were proposed. Full depth repairs (FDR's) were recommended for identified damaged pavement areas within the selected overlay and seal coat streets.

City of San Benito 2009 Street Improvements, San Benito, TX – Project Manager and design engineer for a \$1.4 million street improvement project encompassing six streets (Combes, Zaragosa, Landrum, Batts, Corral and Stenger Streets) totaling 2.8 miles. The project included complete reconstruction of streets of varying widths (28' B-B to 45' B-B). Improvements included new subgrade, base and surface course sections, new curb and gutter, ADA compliant sidewalks and ADA ramps.



City of Corpus Christi Annaville Road Reconstruction, Corpus Christi, TX – Project Director for Annaville Road and related infrastructure improvements. This \$1.1million, residential 1-mile project provided for new curb and gutter, ADA compliant sidewalks, driveways, street section and utility replacement.

City of Corpus Christi Neighborhood Street Project No. C-2R, Corpus Christi, TX – Design Engineer for project which included complete rehabilitation of utilities, drainage facilities, roadways, ADA compliant sidewalks and driveways on six streets under the City's year 2000 Bond Program. Approximate construction cost is \$3.2 million.

Robstown Year 2000 Street Improvement Project, Robstown, TX – This \$2.1 million project, a cooperative project of the Robstown Improvement Development Corp., the City of Robstown and the Regional Transportation Authority (RTA) is the complete renovation of the main thoroughfares of Main Avenue and Bosquez Street, including, curb and gutter, ADA compliant sidewalks, pavement sections, storm sewers, drainage facilities, utilities adjustments, beautification, landscaping and ornamental street lighting. Mr. Gutierrez served as project major and design engineer on the project.

City of Mathis, Gonzalo Paiz Park Improvements, Mathis, TX – Project Manager and Design Engineer for a Texas Parks and Wildlife grant funded project. The improvements included baseball fields, soccer fields, basketball courts, tennis courts, playscapes, and multi-purpose hike and bike trails across a 40-acre park. This project included extensive earthwork, paving, grading and drainage improvements, restrooms, pavilions, climbing wall, cultural exhibits, skate park, and perimeter fencing.

City of Mathis, Mathis Economic Development Corporation 1999 Street Improvements Project, Mathis, TX – Project Manager and Design Engineer for project which included complete rehabilitation work in Hidalgo Street, Rockport Street, Lee Street, Encinal Street, Duval Street, Bee Street and South Street. The project included a major waterline replacement in Rockport Street and other utility adjustments.

City of San Benito, Southside Park Masterplan, San Benito, TX – Designed a masterplan that included soccer fields, softball fields, playscapes, restrooms, concessions, and a multi-purpose trail along the perimeter of the park facilities.

City of San Benito, Southside Park Utility Improvements, San Benito, TX – Design Engineer for the initial phase of the park improvements consisting of a looped waterline and gravity sanitary sewer to serve the future needs of the City's Southside Park development.

Rehabilitation of Kaufer-Hubert Memorial Park Boat Ramps, Kleberg County, Texas. – This project included rehabilitating an existing 11,882 square yard auto and boat trailer public parking lot, removing and replacing the existing concrete boat ramps, replacing the existing wood decking for all public boat docks, refurbishing existing fish cleaning station and installing a new fish cleaning station, constructing ADA compliant sidewalks and safety rails and installing new 2" waterline and 1" electrical conduit. The ADA compliant sidewalks were designed to connect to the existing park trail system. LJA has completed the permitting and design phase of this Texas Parks and Wildlife Department funded project.

DAVID SHERRILL

REVIEW ENGINEER/PERMITTING



EDUCATION

1995, MS, Applied Geography Resource and Environmental Studies, Southwest Texas State University

1993, BS, Resource and Environmental Studies, Southwest Texas State University

CERTIFICATIONS/AFFILIATIONS

Certified Wetland Delineator 1999; Society of Wetland Scientists
Federal Energy Regulatory Commission (FERC) Training and Certification
National Environmental Policy Act (NEPA) Training and Certification
Texas Department of Transportation Certification No. 6551
TxDOT precertified in 1.3.1, 2.3.1, 2.4.1, 2.4.2, 2.4.3, 2.5.1, 2.6.1, 2.6.2, and 2.13.1

SUMMARY OF QUALIFICATIONS

Mr. Sherrill has 25 years of experience in wetland and land use management as a Project Manager for wetland ecological services and other environmental assessments. Mr. Sherrill has expertise in the U.S. Army Corps of Engineers (USACE) Clean Water Act Section 404 wetland permitting, CWA Section 401 Water Quality Certification, and the Rivers and Harbors Act Section 10. He has a diverse background in natural resource assessment, specializing in wetland delineations, wetland permitting, and the creation and mitigation of wetlands and Section 401 water quality plans. Mr. Sherrill has a thorough knowledge of environmental and wetland regulations, particularly the Clean Water Section 404, allowing him to successfully coordinate large-scale, multi-task projects. He also has expertise with coastal permitting issues and has consulted and coordinated over 50 projects located within the coastal zone or within submerged land owned by the Texas General Land Office (TGLO). In addition to USACE permit approval, the coastal projects involved the coordination of approved TGLO coastal land use permits, Beach Construction Certificates, and/or dune mitigation plans. He has coordinated over 450 wetland delineations which were verified by the USACE, coordinated permit approval for over 100 Individual Permits and 250 Nationwide Permits including NW 7, 12, 13, 14, 26, 29, 33, 39, 42, 18. He has also completed over 20 Section 10 dredge and fill permits.

PROJECT EXPERIENCE

Rockport Islands, Islands of Rockport, LP, Aransas County, TX – Project Manager for the 72 acre tract located east of the S.H. 35 and S.H. 188 intersection in Aransas County, Texas. Mr. Sherrill also assisted the client during the Individual Permit process to impact unavoidable impacts for the purpose of developing a canal residential development with direct marine access to the Gulf Intracoastal Waterway. His responsibilities included assessment of waters of the U.S. including wetlands in accordance with the USACE's Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (v.2) utilizing site reconnaissance, aerial photo interpretations, vegetation identification, and GPS satellite equipment. Mr. Sherrill delineated eight non-tidal, freshwater wetlands totaling 13 acres, 1.5 acres of sea grasses, tidal fringe wetlands, and the Section 10 boundary. A wetland delineation was also conducted for the 35 acre off-site wetland mitigation area which contained 20 acres of non-tidal jurisdictional wetlands. Both wetland delineations were mapped using GPS equipment according to the Corps 2003 GPS standard operating procedures.



Aransas Pathways Project for the City and County, Aransas County, TX – Mr. Sherrill was the Project Manager who oversaw ecological assessments of five tracts owned by Aransas County or the City of Rockport. The purpose of the study was to develop a comprehensive plan for properties owned by the APP to restore wetlands, improve habitat conditions for birding and waterfowl, identify noxious invasive species, develop a plan to eradicate and control noxious species, and make recommendations regarding the long-term maintenance of the tracts. The APP purpose was to promote eco-tourism by preserving and enhancing existing County and City owned tracts in the Rockport and Fulton areas, which includes: birding opportunities with observation towers and boardwalks, historic site seeing, water-based recreational activities, hike and bike trails, and public education centers which promote wildlife conservation.

East Beach, Palisade Palms High Rise Condominiums, Falcon Group, Galveston, TX – Project Manager for the wetland delineation and permitting for 16.29 acres of land located in Galveston, Texas, along the eastern shoreline of the Gulf of Mexico. The project involved preparation of a comprehensive wetland delineation of saltwater, brackish, and freshwater marsh; identification and differentiation of Section 10 and Section 404 jurisdictional limits; delineate of coastal dunes and Texas General Land Office (TGLO) jurisdiction limits for Coastal Zone Management Consistency, and the preparation of a compensatory wetland mitigation plan and dune mitigation plan. An Individual Permit was approved in March 2003, which authorized the fill of three dune swale wetlands to be mitigated by preserving and enhancing a 25-acre tract on Galveston Island, containing brackish and tidally influenced marshes. A Beach Construction Certificate was approved by the TGLO, which authorized the impact to three dunes which were mitigated by creating a new dune on site.

Bolivar Yacht Basin, Galveston County, TX – Mr. Sherrill was the Wetland Delineation Project Manager for the proposed single-family residential waterfront canal development, an approximate 260 acre tract located west of the S.H. 87 and Boyt Road intersection in Galveston County, Texas. His responsibilities included assessment of waters of the U.S. including wetlands in accordance with the USACE's Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (v.2) utilizing site reconnaissance, aerial photo interpretations, vegetation identification, and GPS satellite equipment. The project was proposed to provide over 250 residential lots that have direct boat access to Galveston Bay. An Individual Permit application was submitted to the Corps which was approved on July 31, 2012.

City of Galveston Master Drainage Plan, Dannenbaum Engineering Corporation on behalf of the City of Galveston, Galveston, TX – Project Manager for an environmental baseline overview for Galveston and Pelican Islands for the City of Galveston Master Drainage Plan project, Galveston County, Texas. The project involved the preparation of the environmental baseline overview for the City of Galveston to develop a cost-effective evaluation of Galveston and Pelican Island for wetlands, hazardous wastes, threatened and endangered species, and cultural resources that may influence the design and/or construction of future drainage improvements projects. The project included Infrared Digital Orthoquad Imagery Overlay (IR) to provide a clear aerial photograph that can assist in land use determination, wetland analysis, and overall location analysis. In addition, three proposed drainage routes were assessed regarding wetlands, threatened and endangered species, archeology, and hazardous materials, and a report was prepared comparing each route's potential environmental impacts.

Pelican Island, 992.5 Acres, Port Houston Authority, Galveston Port Expansion Project, Galveston, TX – Project Manager for a comprehensive wetland delineation and ecological inventory of the 992.5 acre Pelican Island tract. Port of Houston Authority purchased the tract for future expansion, which will require extensive wetland permitting and coordination with the Corps of Engineers and resource protection agencies.

KEITH MORGAN

TECHNICAL SUPPORT



EDUCATION

2004, BS, Agronomy, Texas A&M University

CERTIFICATIONS/AFFILIATIONS

Wetland Delineation Course (Wetland Training Institute)
Advanced Hydric Soils (Wetland Training Institute)
TxDOT Stormwater Pollution Prevention Planning
TxDOT Stormwater Erosion & Sediment Control
Remote Pilot (FAA)

CERTIFICATIONS/AFFILIATIONS

Texas Department of Transportation Certification No. 000028168
TxDOT pre-certified in 2.3.1, 2.3.2, 2.4.1, and 2.4.2

SUMMARY OF QUALIFICATIONS

Mr. Keith Morgan is a Project Manager with 14 years of experience with a diverse background in natural resource assessment, specializing in wetland delineations, wetland permitting, and the creation and mitigation of wetlands. Mr. Morgan has extensive experience with Section 404 of the Clean Water Act permitting including both Nationwide Permits and Individual Permits. Mr. Morgan has experience with running several aquatic resource function models including, but not limited to, the interim Riverine Forested Hydrogeomorphic Model, the interim Riverine Scrub-shrub/Herbaceous Hydrogeomorphic Model, and the U.S. Army Corps of Engineers (USACE) Galveston District Stream Assessment Tool. Mr. Morgan also has worked closely with the Interagency Review Team in developing wetland mitigation banks within the USACE Galveston District. The superlative experience Mr. Morgan has acquired over the years has enabled him to take on the current role of being responsible for various project areas that are under development.

PROJECT EXPERIENCE

San Bernard River Mouth Re-Establishment Individual Permit – Responsibilities included the supervision of Section 7 consultation with the USFWS, biological assessments of the project area, and assistance with RESTORE Act grant funding applications associated with the proposed dredging and re-establishment of the mouth of the San Bernard River at the confluence with the Gulf of Mexico.

Sabine Pass Port Authority Marina Dredging – Mr. Morgan was the project manager for environmental services for the maintenance dredging of two existing marinas and the Sabine Pass channel out to the existing T-Head. Mr. Morgan prepared and submitted a Nationwide Permit (NWP) 35 to the USACE for maintenance dredging of the existing basins and marinas. He also prepared and submitted a request for 401 Water Quality Certification to the TCEQ to obtain 401 Water Quality Certification pursuant to NWP 16 for return water from existing dredge disposal sites.

Buffalo Bayou Slope Repair and Stabilization, Houston Parks Board and Museum of Fine Arts Houston, Harris County, TX – Project Manager for the permit application of USACE Nationwide Permit 45 for the repair of Buffalo Bayou resulting from Hurricane Harvey. Other duties performed included a wetland delineation of the ordinary high water mark, and threatened and endangered species survey.

Conroe Municipal Management District – Responsibilities included the supervision of the data collection and reporting according to the USACE Galveston District Level II Stream Tool to assess the quality and function of a proposed to be impacted perennial stream system in Montgomery County, Texas. The purpose of the study was to determine appropriate mitigation requirements for proposed impacts.

Halls Bayou, Brock Park, Houston Parks Board, Harris County, TX – Project Manager who supervised permit application of USACE Nationwide Permit 33 for the pedestrian bridge over Halls Bayou. Other duties conducted were a restoration plan, jurisdictional determination and archeological pedestrian survey.

Regent Properties, LLC, Lower Brazos River Mitigation Bank, Fort Bend County, TX – Responsibilities included conducting the wetland delineation, hydrogeomorphic analysis, Interagency Review Team coordination and meetings, development of the Draft Mitigation Banking Instrument and the Final Mitigation Banking Instrument for the development and approval of the Lower Brazos River Wetland Mitigation Bank (LBRWMB).

East Mount Houston Parkway, Binkley & Barfield, obo Harris County Public Infrastructure Department Architecture and Engineering Division (HCPID-AED), Harris County, TX – Project manager for the expansion of East Mount Houston along approximately 3.5 miles within an approximately 100-foot wide right of way (ROW) west of Greens Bayou and a 300-foot right of way east of Greens Bayou. The services were proposed to support an application to the Federal Transportation Administration (FTA) for the Transportation Intermodal Grant Economic Recovery (TIGER) Program grant application. His responsibilities included coordinating an archeological pedestrian survey, conducting a threatened and endangered species assessment and wetland delineation, and participating in the Section 404 USACE individual permit (IP) preparation.

Extension of Sienna Ranch Parkway, Sienna Plantation MUD #5, Missouri City, Fort Bend County, TX – Project Manager responsible for multiple Nationwide Permits for the extension of Sienna Parkway. Mr. Morgan was responsible for obtaining three Nationwide Permits allowing the client to fill in jurisdictional waters of the U.S. for construction purposes.

Lexington Boulevard Bridge, Newland Communities, Fort Bend County, Texas – Project Manager responsible for three Nationwide Permits for a bridge located on Lexington Boulevard. Mr. Morgan was responsible for coordinating with the U.S. Army Corps of Engineers and applying for the permits necessary for the clients to temporarily fill jurisdictional waters of the U.S. for temporary construction purposes.

Extension of Research Forest Drive, Westwood Magnolia Parkway Improvement District, Montgomery County, TX – Project Manager responsible for the Nationwide Permit for the extension of Research Forest Drive. Mr. Morgan coordinated with the U.S. Army Corps of Engineers and applied for the permits necessary for the clients to fill jurisdictional wetlands and waters of the United States for construction purposes.

Valley Ranch Function Assessment - Onsite Preservation and Creation (Interim Riverine Forested HGM, USM Stream Model, and Mitigation Plan) – Responsibilities included collection of field data necessary to complete the Interim Riverine Forested HGM. Determined mitigation requirements for the project's impacts to demonstrate the adequacy of the proposed compensatory mitigation. The project impacted 5.59 acres of jurisdictional forested wetlands resulting in the loss of 3.489 Biological FCU, 4.223 Physical FCU, and 4.524 Chemical FCU. Drafted the 12 point mitigation plan per the Final Rule. Coordinated verification of HGM with the USACE and other resource agencies.

DAVID L. NESBITT, RPLS, LSLS

SURVEYING MANAGER



EDUCATION

1976, Completed CETA Drafting Program, Del Mar College

PROFESSIONAL LICENSE

1999, Registered Professional Land Surveyor, Texas #5302

2002, Licensed State Land Surveyor, Texas #5302

TXDOT PRECERTIFICATION

Employee Sequence No. 6931

Categories: 15.1.1, 15.1.2, 15.1.3, 15.1.4, 15.2.1, 15.3.1, 15.4.1, 15.5.1

PROFESSIONAL MEMBERSHIP

Texas Society of Professional Surveyors

SUMMARY OF QUALIFICATIONS

Mr. Nesbitt co-manages the survey department for the Corpus Christi office and is responsible for directing the efforts of survey crews, survey technicians and CAD operators, performing records research, preparing estimates, calculating surveys, preparing field notes and all other tasks associated with surveying and mapping projects. He has over 40 years of experience and has been with his current firm for 20 years. His experience includes National Geodetic Survey (NGS) control surveys, state land surveys, wetlands delineation surveys, boundary surveys, topographic surveys, route surveys, oil field lease identification, aerial mapping and photography surveys, construction staking surveys, lawsuit review and expert witness testimony. He is one of approximately 60 existing Texas Licensed State Land Surveyors.

PROJECT EXPERIENCE

BOUNDARY SURVEYS

Port of Corpus Christi Authority – Surveys for improvements to port facilities.

Cage Ranch – Boundary and partition survey for 43,000 acre ranch in Brooks County, Texas

Boundary and State Land Survey, Naval Station Ingleside for the Port of Corpus Christi Authority

–Multiple surveys for the subdivision of the 483-acre Naval Station Ingleside and adjoining 435-acre tract for the Port of Corpus Christi Authority sale of property to various developing companies. Includes upland boundaries and Texas General Land Office reviewed State Land boundaries.

Boundary and State Land Survey, Swan Lake Ranch, Refugio County, TX – Boundary survey of 3,641 acre Swan Lake Ranch for General Land Office approved erosion control including boundary elements of Mean High Water, Original Grant lines and Headland to Headland Closing Rule for Inland Bays.

COASTAL BOUNDARY

City of Corpus Christi, Oso Bay – State Land Boundary Survey (2009), Corpus Christi, Texas - Responsible for survey to describe the extents of the upland boundary for the Coastal Bend Bays and Estuaries Program. This 77-acre tract included location of all roadways, easements and other exceptions to the property



as found on the ground. Also included was to describe the limits of the State of Texas submerged land boundary for submittal to the Texas General Land Office under Section 33.136.

STATE LAND BOUNDARY

State Land Shoreline Determination – Mean High Water and Mean Higher High Water surveys to establish the limits of State owned submerged land all along the Texas coast

Gradient Boundary Determination – Determination of the Gradient Boundary Line along waterways in the State in order to establish the States ownership interests in these waterways

CONSTRUCTION

City of Corpus Christi Boundary, Control, Topographic, QA/QC Surveys for Major City Roadway Projects, Corpus Christi, TX – Responsible in charge of LJA's surveying and mapping for major roadway design projects. Tasks included title research, boundary and ROW surveys, establishment of horizontal and vertical control, topographic survey of all improvements and utilities and construction QA/QC surveys.

Some recent projects include:

- Bear Lane, SPID to Old Brownsville Road
- Everhart Road Phase I, Saratoga Boulevard to Old Brownsville Road
- City Wide Street Overlays, Cluster One
- Buddy Lawrence Drive, IH 37 to Antelope Street
- Paving and Utilities for Ivy Lane, Claire Drive and Vaky Street

TxDOT ROW, Boundary Control, Topographic, Route, Land Acquisition and Aerial Photography Surveys for the West One – Half of the Joe Fulton International Trade Corridor, Corpus Christi, Texas. CRG was on a team responsible for the West one-half of this \$35 ± million TxDOT project. Mr. Nesbitt and CRG were responsible for survey and mapping for approximately 6 miles of new highway construction for the Port of Corpus Christi Authority. Tasks included:

- Aerial Photography vertical and horizontal control surveys, target placement and coordination with photography firm
- Easement and ROW Acquisition Surveys
- Topographic Surveying and Mapping
- ROW Mapping and Monumentation
- Pipeline and Utility Location Surveys and coordination for relocation with the City of Corpus Christi, AEP, SWB, Sprint and various (11) private pipeline companies for thirty-two utility relocations and/or crossings. Coordination included meetings and conferences with personnel representing the operational and engineering sectors of the various private and public utility entities.

ENVIRONMENTAL

American Chrome and Chemical – Aerial mapping, monitoring and remediation surveys.

Numerous jobs mapping wetlands for construction permits and USCOE review and permitting.

TECHNICAL SURVEYING

City of Corpus Christi Surveying Control and National Geodetic Survey (NGS) Publishing of City – Wide Control Points Wastewater System Modeling, Corpus Christi, Texas – Served as supervisor for the city-wide control survey for the modeling program. The project entailed a network of control points on existing City of Corpus Christi GPS control monuments. Multiple GPS observations were performed on each point and the values were calculated using the National Geodetic Survey Online Positioning User Service (OPUS).

DARLA A. JONES

CONSTRUCTION MANAGEMENT

Subconsultant for



EDUCATION

Texas A & I University/Bachelor of Business Administration

PROFESSIONAL AFFILIATIONS

- Texas City Management Association – Current Region 10 Secretary/Treasurer, Past President, Current Professional Development Committee Member / Graduate of Utility Management Institute – University of the Incarnate Word - 2007
- LRGVDC Solid Waste Advisory Committee-Former Member / Former Registered Code Enforcement Officer-State of Texas / Former Member International and Boundary and Water Commission Citizen's Forum / Member - Texas Floodplain Management Association / Founding Member-Arroyo Colorado Watershed Partnership

TRAININGS/CERTIFICATIONS:

General Training:

Open Meetings Act
Public Information Act
Media Training
Conflict Resolution
Sexual Harassment Prevention
Ethics and Integrity

Department of Homeland Security Training:

TWI 205-Texas WebEOC Interoperability Training
IS 33.16-Ethics and Integrity in Emergency Management
IS 1113-Coastal Barriers Resources Act / IS 106-Workplace Violence Prevention
IS 100-Introduction to the Incident Command System
IS 200-Incident Command System for Single Resources and Incidents
IS 230-Principles of Emergency Management
IS 240-Leadership and Influence / IS 324-Community Hurricane Preparedness
IS 700-National Incident Management System (NIMS)
IS 800-NIMS-National Response Plan / IS 907-Active Shooter Survival
IS 908- Emergency Management for Senior Officials

EMPLOYMENT HISTORY

City of South Padre Island, Assistant City Manager – Responsible for daily oversight of Planning Department, Public Works Department (Parks Maintenance, Right-of-Way Maintenance, Building Inspections, Facility Maintenance, Fleet Maintenance), Shoreline Department, Public Transit System, Parks, and Environmental Health Department (Animal Control, Restaurant Health Inspections, Vector Control, Code Enforcement). This daily oversight includes problem-solving, personnel management, schedule management, procurement, resource allocation, policy interpretation, budget management and Capital Improvement Plan administration. Administer and coordinate successful implementation of grants, including public infrastructure.



DARLA A. JONES
CONSTRUCTION MANAGEMENT

City of La Feria, Assistant City Manager and Director of Planning – Responsible for daily oversight and management of Public Works, Water Treatment Plant and Distribution, Wastewater Treatment Plant and Collection, Parks Department, Police Department, Fire Department, Emergency Management, Planning Department, Code Enforcement, in addition to all aspects of Planning Department. Perform all duties associated with short and long range planning, including subdivision plat review, zoning administration, code enforcement, and building permits. Assisted consultant with preparation and compilation of Comprehensive Plan. Coordinate all phases of annexation. Administer biennial grant from the Texas Department of Housing and Community Affairs-Texas Community Development Program resulting in construction of new fire station, library, purchase of new fire truck, construction of new elevated 750,000 gallon treated water storage tank, construction of new high service pump building, and construction of one million gallon ground storage water tank. Coordinated public works construction projects to ensure integrity of water and wastewater systems. Coordinated projects with Texas Department of Transportation including expansion and widening of U.S. Highway 83. Serve as staff liaison to City Commission, Planning and Zoning Commission, Zoning Board of Adjustments and Appeals, Utilities Board, La Feria Industrial Development Corporation, and La Feria Economic Development Corporation. Assisted with preparation of Texas Capital Fund grant. Assisted with data gathering and compilation of Economically Distressed Areas (EDAP) grant/loan application to the Texas Water Development Board.

City of Pharr, Senior Planner – Perform all duties associated with short and long range planning, including subdivision plat review, zoning administration, code enforcement, and building permits. Assisted consultant with preparation and compilation of Comprehensive Plan. Coordinate all phases of annexation. Serve as staff liaison to Planning and Zoning Commission, Zoning Board of Adjustments and Appeals.

D PREVIOUS SIMILAR WORK

WINDSPORT VENUE – PHASE I

South Padre Island, Texas

CLIENT NAME

City of South Padre Island

TEAM LEADER NAME

Jay Gardner

FIRM'S ROLE

Environmental Services

COST

~\$25,000

YEAR

2018



REFERENCE

City of South Padre Island
 Darla Jones
 956.433.1583

This project included Phase I of permitting analysis for the current project, called the Wind and Water Sports Park. Phase I included initial project research, alternative designs, conduct a public meeting with the windsurfers in charge of sub-leasing the property, permitting analysis, development a preferred alternative, and conduct a Joint Evaluation Meeting with the USACE and resource agencies.

RELEVANCY
✓ Wetland Delineation
✓ USACE Coordination
✓ TxGLO Coordination
✓ Permitting
✓ Environmental Management
✓ Planting Plans
✓ Mitigation Monitoring
✓ Agency Representation and Coordination

9-24

CAMERON COUNTY BEACH MAINTENANCE PERMIT/USACE

Cameron County, Texas

CLIENT NAME

Cameron County Parks Department

TEAM LEADER NAME

Jay Gardner

FIRM'S ROLE

Environmental Services

COST

\$89,000

YEAR

2015



REFERENCE

Cameron County Parks Department
 Joe Vega, Director
 956.499.7901

This project included beach survey transects, development of Developed Individual Permit Application, completed piping plover and shorebird surveys, Section 7 Formal Consultation with the USFWS (Biological Opinion, Special Conditions, and Conservation Measures review and coordination). Managed surveying and data collection as well. Biological Opinion was written, including Special Conditions and Conservation Measures, and coordinated with the USFWS. Permit was authorized.

RELEVANCY
✓ Wetland Delineation
✓ USACE Coordination
✓ TxGLO Coordination
✓ Permitting
✓ Environmental Management
✓ Planting Plans
✓ Mitigation Monitoring
✓ Agency Representation and Coordination

9-25

LAGUNA SHORES ROAD IMPROVEMENTS

Corpus Christi, Texas

CLIENT NAME

City of Corpus Christi

TEAM LEADER NAME

Jay Gardner

FIRM'S ROLE

Environmental Services

COST

\$185,000

YEAR

Ongoing

REFERENCE

City of Corpus Christi

Marisa Alaniz

361.826.3256



This current project includes wetland delineation surveys along 5,200' of Laguna Shores Road. An individual permit is required for over 1.5 acres of proposed impact. The mitigation plan includes the hydrologic restoration of an adjacent freshwater pond, Redhead Pond. A Joint Evaluation Meeting has been conducted and the agencies has generally approved the plan.

RELEVANCY
✓ Wetland Delineation
✓ USACE Coordination
✓ TxGLO Coordination
✓ Permitting
✓ Environmental Management
✓ Planting Plans
✓ Mitigation Monitoring
✓ Agency Representation and Coordination

9-20

CAMERON COUNTY BEACH MAINTENANCE PERMIT MONITORING

Cameron County, Texas

CLIENT NAME

Cameron County Parks Department

TEAM LEADER NAME

Jay Gardner

FIRM'S ROLE

Environmental Services

COST

\$197,775

YEAR

2018



REFERENCE

Cameron County Parks Department
Joe Vega, Director
956.499.7901

This project included coordination with the USACE and USFWS regarding monitoring protocols for the Beach Maintenance Permit. These include quarterly monitoring for beach elevations, shorebird usage, sargassum, and coordinating with Sea Turtle Inc. and Padre Island National Seashore regarding sea turtle nesting programs and nesting efforts. This was a five year monitoring program, required by the Permit in the Special Conditions, with a yearly report submitted to the USFWS and USACE.

RELEVANCY	
✓	Wetland Delineation
✓	USACE Coordination
✓	TxGLO Coordination
✓	Permitting
✓	Environmental Management
✓	Planting Plans
✓	Mitigation Monitoring
✓	Agency Representation and Coordination

9-27

E RECORD OF PERFORMANCE ON OTHER PROJECTS

ISLANDS OF ROCKPORT DEVELOPMENT – OLD SH 35 Aransas County, Texas

CLIENT NAME

Islands of Rockport, LP

TEAM LEADER NAME

David Sherrill

FIRM'S ROLE

Environmental Services

NUMBER OF CHANGE ORDERS

None

CONTINUED INVOLVEMENT

After 10 years of us monitoring and maintaining the dune and dune swale wetland areas, the USACE conducted a site visit and verified that the mitigation area had exceeded expectations.



In 2008, Islands of Rockport, LP purchased the 72 acre tract located east of the S.H. 35 and S.H. 188 intersection in Aransas County, Texas for the purpose of developing a waterfront canal residential subdivision. Prior to developing the property, it was determined that a permit from the U.S. Army Corps of Engineers (USACE) and a lease agreement from the Texas General Land Office would be required. The project, once constructed, will provide 142 residential lots that have direct boat access to Redfish Bay. An Individual Permit application was submitted to the USACE which was approved on October 23, 2009.

RELEVANCY
✓ Wetland Delineation
✓ USACE Coordination
✓ TxGLO Coordination
✓ Permitting
✓ Environmental Management
✓ Planting Plans
✓ Mitigation Monitoring
✓ Agency Representation and Coordination

Our staff conducted the Wetland Delineation for the proposed single-family residential waterfront canal development in Aransas County, Texas. Responsibilities included assessment of waters of the U.S. including wetlands in accordance with the USACE's Regional Supplement to the USACE Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (v.2) utilizing site reconnaissance, aerial photo interpretations, vegetation identification, and GPS satellite equipment. Our firm delineated eight non-tidal, freshwater wetlands totaling 13 acres, 1.5 acres of sea grasses, tidal fringe wetlands, and the Section 10 boundary. A wetland delineation was also conducted for the 35 acre off-site wetland mitigation area.

Innovative Solutions for Cost Savings: We developed a cost-effective feasible plan to restore dunes that were damaged from Hurricane Ike and constructed the new dunes using innovative construction techniques that included the use of hay bales and clay to form a base for dune reconstruction. We coordinated permit approval with the USACE and constructed the first dune swale wetland in the Gulf of Mexico region.

ARANSAS PATHWAYS PARK PROJECTS

Aransas County, Texas

CLIENT NAME

Aransas County

TEAM LEADER NAME

David Sherrill

FIRM'S ROLE

Environmental Services

NUMBER OF CHANGE ORDERS

None

CONTINUED INVOLVEMENT

We continue to maintain and monitor the mitigation areas.



RELEVANCY	
✓	Environmental Management
✓	Planting Plans
✓	Park Restoration
✓	Noxious Species Control
✓	Habitat Restoration

In 2014, the Aransas Pathways Project (APP) contracted us to conduct ecological assessments of five tracts (Linda Castro Birding Center, Holiday Beach Park, Tule Creek Park, Connie Haggar Park, and Henderson Park) owned by Aransas County or the City of Rockport. The purpose of the study was to develop a comprehensive plan for properties owned by the APP to restore wetlands, improve habitat conditions for birding and waterfowl, identify noxious invasive species, develop a plan to eradicate and control noxious species, and make recommendations regarding the long-term maintenance of the tracts. The APP purpose is to promote eco-tourism by preserving and enhancing existing County and City owned tracts in the Rockport and Fulton areas, which includes: birding opportunities with observation towers and boardwalks, historic site seeing, water-based recreational activities, hike and bike trails, and public education centers which promote wildlife conservation. We are actively assisting the County in managing and improving the wildlife and ecological diversity of these tracts and assessing new tracts that the County acquires while expanding their park ecotourism sites.

Innovative Solutions for Cost Savings: Our firm developed an innovative water circulation system within the design of the development that created high water quality levels. During construction and for five years after, we monitored water quality and worked with the client to ensure that project goals were met. The USACE issued a permit for the construction of a residential canal subdivision, which includes on-site and off-site wetland and seagrass mitigation.

PALISADE PALMS PHASES I, II, III AND IV

Galveston County, Texas

CLIENT NAME

Falcon/Landmark Construction Solutions, LLC.

TEAM LEADER NAME

David Sherrill

FIRM'S ROLE

Environmental Services

NUMBER OF CHANGE ORDERS

None

CONTINUED INVOLVEMENT

We continue to maintain high quality habitat areas which include wetlands within six parks that are owned and operated by the Aransas Pathways project.



The United States Army Corps of Engineers (USACE) authorized permit #SWG-2005-01402 to East Beach Project Phase III, Ltd. for the fill of 0.36 acres of jurisdictional adjacent wetlands within a 16.00 acre project area located in East Galveston Beach on Galveston Island, Texas. In order to compensate for the permitted impacts, the applicant created a total of 0.72 acres of dune swale wetlands within a 7.6 acre mitigation area on the gulf side of Palisade Palms.

On November 1, 2008, the applicant began construction of the mitigation area to restore dunes that were destroyed by Hurricane Ike. The dune reconstruction efforts were coordinated with the Texas General Land Office and the applicant voluntarily restored the dunes. Because the dunes were located within the wetland mitigation area for SWG-2005-01402, the applicant created the dune swale wetland during the dune restoration efforts. The wetland areas were planted in the spring of 2009 and monitoring began in summer of 2009. Due to the presence of federally listed threatened and endangered species by the U.S. Fish and Wildlife Service (USFWS), the project and on-site mitigation areas had to be mitigated in a way that would not impact the federally listed threatened piping plover (*Charadrius melodus*) which is known to winter along the beaches of the Texas Gulf Coast. Texas has the highest population of wintering piping plovers, which exhibit strong site fidelity and territoriality. In addition to the piping plover, the endangered Kemp's Ridley sea turtle (*Lepidochelys kempii*) is known to nest in the vicinity of the project area.

RELEVANCY	
✓	USACE Individual Permit Preparation and Coordination
✓	Project Management
✓	USFWS Coordination
✓	Dune Planting
✓	Quarterly and Annual Monitoring and Reporting
✓	Noxious Species Removal

Innovative Solutions for Cost Savings: On behalf of the City of Rockport and Aransas County through a joint effort project known as the Aransas Pathways project, we have developed a cost effective habitat enhancement plan in an effort to restore and improve degraded wetland habitat areas in Aransas County. In particular, we restored wetlands in Rockport in a cost effective manner that resulted in an increase in birding and eco-tourism to the Aransas County Rockport region.

ABILITY TO PERFORM WITHIN BUDGET CONSTRAINTS

MEASURES TAKEN TO ENSURE IN-BUDGET PROJECT

LJAES assesses the project risks and its budget management during the surveying tasks and implements proven project controls that:

- (1) Keep the project on the City's schedule and within the budget;
- (2) Keep LJAES's service contracts on budget;
- (3) Keep the City fully informed on the status of the project; and
- (4) Keep comprehensive project files in a form suitable for audit and delivery to the City at the end of the project.

To monitor progress, a tracking system in LJAES's InFocus software and backed-up with a Microsoft Excel spreadsheet will be used. This redundant system will ensure the process is followed closely. Tracking the progress of the assignment against the cumulative project expenditures to ensure that the project remains within the time and cost constraints established during the scope and fee process. The percent complete will be determined by assessing progress at the sub-task levels and calculating an overall percent complete for the project.

None of the projects in Section D and E included a construction phase or prebid cost estimates that we could share as part of his SOQ.

WORKLOAD CAPACITY AND WORK WITHIN SCHEDULE

A. CAPABILITY TO HANDLE MULTIPLE PROJECTS

We feel the LJAES Team, along with LJA Engineering, is the best qualified to assist you with your project. We believe that our record of performance, coupled with our knowledge and expertise, will provide you with the best product. We will work with you on the design alternatives and provide solid opinions of probable cost. Our Corpus Christi office has many capable project managers, surveyors, draftsmen, and engineers that are available for your project. We will work closely with the City of South Padre to ensure that your goals and time schedule will be kept.

B. ABILITY TO DELIVER PROJECTS WITHIN A SPECIFIED SCHEDULE

For project control purposes, working meetings will be routinely held as we have found that regularly scheduled, formal meetings enhance project success.

- **Project Scope Meeting** – Held prior to the initiation of work or any new major item of work to clarify work scopes, schedules, and budgets; assign responsibilities; refine procedures; establish lines of communication, reporting formats, and procedures; and administrative matters. LJAES will document and provide meeting minutes to the City.
- **LJAES Internal Review Meetings** – Held by the LJAES Team on a regular basis to discuss project progress, identify and resolve problems, and develop project planning.
- **City Review Meetings** – Held with the City on a regular basis if and as deemed appropriate by the City.
- **Progress Reports** will be prepared and submitted monthly to document the project progress and results, including at a minimum: (1) overall project status, (2) activities completed during the previous time period, (3) activities scheduled for the following time period, (4) problem areas and recommended solutions, (5) budget status, and (6) schedule status.

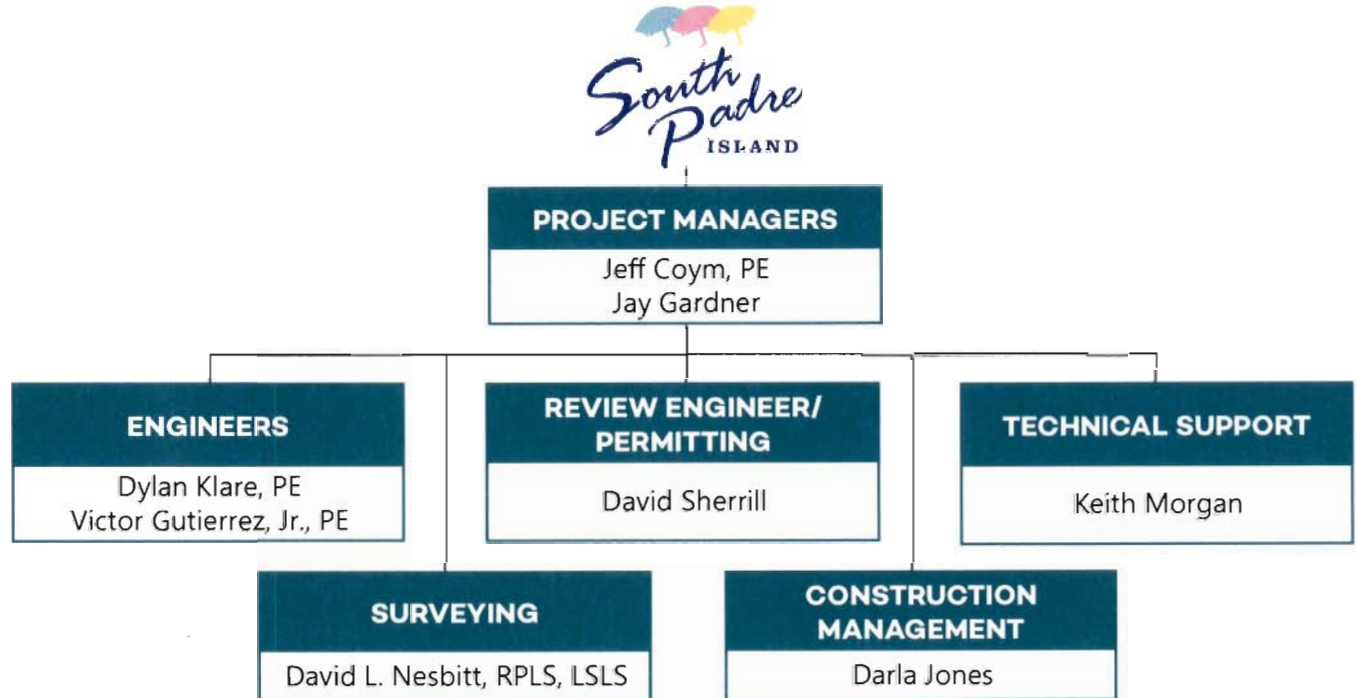
C. ABILITY TO SUSTAIN A LOSS OF A KEY TEAM MEMBER

LJAES has the experience and competence in all of the requested services by the City and is committed to serving its clients. The current workload of our offices allow flexibility for any upcoming project(s). All Personnel assigned to the City will be dedicated to the successful completion of said projects. If necessary, additional personnel from other LJAES offices can be drawn upon to meet the City's requirements and project deadlines.

We carefully assess our project workload before committing to any project and make necessary adjustments to accommodate the demands for manpower or resources anticipated for successful project completion. The collective team assembled for this project anticipates no difficulty meeting schedule requirements. The Project Manager will closely monitor the availability of resources throughout the project and act quickly to counterbalance any shifts in manpower or resources that could impede progress. Furthermore, the current workload of the staff members proposed for this project are successfully managed to complete the tasks assigned to them in their roles on the project team.

PROPOSED APPROACH FOR FINALIZING SURVEY

A. ORGANIZATION AND STRUCTURE OF THE PROJECT TEAM



B. DETAILED APPROACH FOR ACCOMPLISHMENT OF PROJECT

LJAES is committed to providing the highest quality professional land surveying and mapping services to the City of South Padre Island. LJAES uses a management system that provides project team members with guidelines to assist them in performing their work and delivering a quality product. LJAES believes that in addition to technical ability, compensation and communication are fundamental requirements for a success project and an excellent working relationship with the City of South Padre Island as outlined below:

- Contact the City of South Padre Island to arrive at a clear understanding of the engineering and permitting needs for your projects
- Define and prepare a detailed scope of work for your budget and timing needs
- Create a man hour analysis to define a fee and schedule to accomplish the work needed and deliver a quality product
- Initiate a signed contract with scope and fee to establish authorization to proceed
- Begin record research and prepare working sketch for project
- Prepare mobilization of field crews to project site
- Collect and review all surveying data
- David Nesbitt, RPLS, LSLS will provide project survey drawings showing existing features
- David Nesbitt, RPLS, LSLS will provide QA/QC for the survey portion
- Draft USACE permit application
- Incorporate the City of South Padre Island comments to project

- Submit to USACE
- Coordinate the permit application with the client and agency
- Prepare construction drawings
- Prepare bid documents
- Assist the City in selecting construction contract
- Construction management/reports
- Close out documentation.

As an added value, LJA Engineering, LJAES' parent company and a multi-discipline firm, can also provide support with engineering, environmental, and permitting services.

C. APPROACH TO PROJECT MANAGEMENT

In coordination with the City, the LJAES Team's PM will develop a Project Management Plan (PMP) immediately after receiving the Notice to Proceed (NTP). The PMP will establish:

- Roles and responsibilities of Team members and the City
- Communication procedures between the prime firm and the City's PM and sponsoring department
- Kick-off meeting between the Project Team and the City, and resolution of the analysis criteria
- Email updates at the necessary interval will be produced after the notice to proceed; the email will be delivered to the Project Team Task Leaders, City Project Manager, and any stakeholders the City requests; the email format will be designed to track progress, potential issues, and future discussion points
- Progress meetings between the LJAES's PM, City PM, and City staff at a mutually determined frequency
- QA/QC policies and procedures
- File plan, CADD guidelines, design manuals, software
- At the project kick-off meeting, which is a requirement in the PMP, all Team members will receive a copy of the PMP; the entire plan will be covered in the meeting so that all Team members understand their responsibility and the responsibilities of the other Team members.

D. PROPOSED PROJECT SCHEDULE

	ESTIMATED DURATION OF ACTIVITY IN WEEKS												
	1	2	3	4	5	6	7	8	9	10	11	12	
Begin record research & prepare working sketch after NTP	1 week												
Prepare mobilization of field crews to project site; Set Control Points & run Level Loops		1 week											
Collect and review all surveying data			2 weeks										
Process survey and field data/ provide project surveying drawings showing existing features					2 weeks								
Provide QA/QC for the survey portion							1 week						
Draft USACE permit application								4 weeks					
Incorporate City of South Padre comments to project								2 weeks					
Submit to USACE									2 weeks				
Coordinate with client & agency										2 weeks			
Prepare construction drawings								4 weeks					
Prepare bid documents										2 weeks			
Assist City in selecting construction contract								4 weeks					
Construction management/ reports	Duration of project												
Closeout documentation										4 weeks			

9-35



COMMENTS/CHANGE REQUESTS TO STANDARD FORM OF AGREEMENT

1. Please modify Section 7 – Indemnity as follows:

Indemnity. To the fullest extent permitted by law, the Consultant agrees to indemnify, defend, and hold harmless the City, Consultant agrees to indemnify and hold harmless the City, its Council members, officers, agents, employees and volunteers (separately and collectively referred to in this paragraph as "Indemnatee") from and against all claims, damages, losses and expenses including but not limited to reasonable attorneys' fees arising out of or resulting from any negligent act, error, omission, intentional tort or willful misconduct, intellectual property infringement or including failure to pay a subconsultant, subcontractor, or supplier pursuant to the agreement by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. The defense obligation does not apply to professional liability or workers' compensation claims. As it relates to such claims, Consultant shall be liable for reasonable defense costs incurred by City, but only after final adjudication and only to the extent that Consultant is found at fault. IF THE CLAIMS, ETC. ARE CAUSE IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARITIVE BASES, AND ONLY FOR THE AMOUNT FOR WHICH THE CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

Explanation: (1) The Texas Civil Practice And Remedies Code provides for the recovery of reasonable attorney's fees for rendered services. (2) LJA's professional liability and workers comp policies provide no defense of third parties, and therefore, regardless of whether Consultant is required to defend the City for professional negligence claims, we are not insured to provide such a defense. However, we can be liable for (and reimburse) those defense costs to the extent that we are liable.

2. Please modify Section 10.06 – Release by Consultant as follows:

Release. The Consultant releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees to the extent that is caused by or alleged to be caused by, arises arising out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party.

Explanation: We are insured to be responsible for negligent acts or omissions to the extent of our fault in accordance with the law and the text should clearly identify that the release pertains to the Consultant's services. The original text would have LJA release the client for the client's own negligence. Such provisions are void and unenforceable under State law.

3. Please modify Exhibit C – Insurance Requirements, Section III, subpart D as follows:

Coverage shall not be ~~suspended, voided, canceled, or not renewed~~ reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of South Padre Island.

Explanation: The certificate can be endorsed to provide notice of cancellation or non-renewal. There is no such notice of suspension, avoidance, or reduction in limits.

4. Please modify Exhibit C – Insurance Requirements, Section VIII, subpart B as follows:

Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$150,000.00 ~~400,000.00~~.

Explanation: LJA's professional liability policy deductible is \$150,000, which is the industry norm for firms of our size.


A dark blue horizontal banner with a white graphic of three chevrons on the left. The text "DISCLOSURE OF PENDING LITIGATION" is written in white, bold, uppercase letters on the right side of the banner.

DISCLOSURE OF PENDING LITIGATION

LJA Environmental Services has no material civil or criminal litigation or pending investigation which involves our firm or in which we have been judged guilty.

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to submit this Proposal, that this Proposal has not been prepared in collusion with any other Respondent, and that the contents of this Proposal have not been communicated to any other Respondent prior to the official opening. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Respondent certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By:  Title: Project Manager/Lead Engineer

Typed Name: Jeff Coym, PE Company Name: LJA Environmental Services, LLC

Phone No.: 361.360.2140 Fax No.: 361.993.7569

Email: jcoym@lja.com

Bid Address: 5350 South Staples Street, Suite 425 Corpus Christi TX 78411
P.O. Box or Street City State Zip

Order Address: 5350 South Staples Street, Suite 425 Corpus Christi TX 78411
P.O. Box or Street City State Zip

Remit Address: 5350 South Staples Street, Suite 425 Corpus Christi TX 78411
P.O. Box or Street City State Zip

Federal Tax ID No.: 82-3632457

DUNS No.: 025475513

Date: 10/04/2019

9-38

STATEMENT OF QUALIFICATIONS

PROFESSIONAL SERVICES FOR THE SOUTH PADRE
ISLAND WIND AND WATER SPORTS PARK
RFQ 2019-SL01

CITY OF SOUTH PADRE ISLAND
Attention: City Secretary
4601 Padre Blvd.
South Padre Island, TX 78597



LETTER OF TRANSMITTAL



October 4, 2019

City of South Padre Island
ATTN: City Secretary
4601 Padre Blvd.
South Padre Island, TX 78597

Subject: **PROFESSIONAL SERVICES FOR THE
SOUTH PADRE ISLAND WIND & WATER SPORTS PARK**

Dear Ms. Manning:

FIRM'S RESPONSIBLE OFFICE

Hanson Professional Services Inc.
789 East Washington St
Brownsville, Texas 78523

POINT OF CONTACT

Anna Aldridge, P.E.
Project Manager
361-814-9900

AAldridge@hanson-inc.com

Hanson Professional Services Inc. is pleased to respond to the Request for Qualifications for the Wind and Water Sports Park. Hanson will serve as Prime Consultant for the Park Design and Environmental Permitting utilizing two sub-consultants; Naismith Marine Services, Inc. and AECOM. We strongly believe this team will provide a tailored solution to meet the need of the City of South Padre Island (City). South Padre Island and the Laguna Madre are world renown in the Wind and Kite surfing community as well as other water based recreational activities. However, this area is composed of a fragile and **unique ecosystem** that hosts fish nurseries, bird rookies and is home to multiple threatened and endangered species. This presents a unique challenge: design a park for **world-class recreation** that minimizes and protects the fragile surrounding habitats. Our team stands ready to help the City meet this challenge.

Naismith Marine Services will be responsible for collecting site-specific tidal data to ensure that our design will prove resilient in the face of rising levels and the challenges that accompany them. Their data will also be used to definitely determine the extents of General Land Office State-Owned Submerged Lands as well as U.S. Army Corps of Engineers regulated Navigable Waters. With a proven track record, **AECOM** stands ready to design a mitigation plan to not only offsets the impacts of the proposed park, but also serve to restore existing ecological damage to this sensitive habitat. In addition to park permitting and design, as the lead consultant Hanson will coordinate between the sub-consultants throughout the project to ensure our signature "**Hands-On**" approach continually involves the City in decision making for the best results. Our firm employs more than 500 engineers, planners, land acquisition specialists, scientists, surveyors, technicians, and support staff in 28 offices nationwide, including our Texas regional offices in Corpus Christi, Austin, Brownsville, Houston and Dallas. Our local Corpus Christi office includes a staff of over 60 people from engineers and surveyors to environmental scientists. As seen throughout the rest of the Statement of Qualifications, Hanson has matched the strengths of our local engineers and environmental scientists with the specialized abilities of our nationwide staff, including experienced engineers, knowledgeable scientists, as well as surveying and GIS technicians. Hanson's parks experience throughout the Coastal Bend and throughout the Rio Grande Valley includes providing management plans and designs for Nueces County, Willacy County, Cameron County, and a number of municipalities in these counties. These parks varied in functionality from skate parks and playgrounds to boat ramps and marine recreational areas. Understanding the City's need to incorporate **quality design and environmental stewardship** in the park, our team is committed to providing the City with the proper mix of professionals, previous project experience, and capacity to complete what will become the a premier venue for wind and water sports not only in South Texas, but throughout the world.

On behalf of our entire team, we thank you for the consideration of Hanson being a part of your team for this important project. This submittal represents a detailed summary of our proposed services and supporting documentation to meet the requirements of the RFQ. Please contact me if you have any questions.

Sincerely,
HANSON PROFESSIONAL SERVICES

John A. Michael, P.E.
Project Principal



TABLE OF CONTENTS

A	FIRM INTRODUCTION	
	3	Brief Profile
	5	Organizational Chart
B	PROPOSED PROJECT MANAGER	
	6	Project Manager
C	PROPOSED TEAM	
	7	Project Team
D	RELATED EXPERIENCE	
	17	Similar Projects
E	CLIENT EXPERIENCE	
	22	Projects with South Padre Island
F	COST ACCURACY	
	25	History of Cost Estimate
G	WORKLOAD & CAPACITY	
	26	Team Capabilities & Schedule
H	PROPOSED APPROACH	
	27	Project Approach
	30	Subconsultant Advantage

FIRM INTRODUCTION



FIRM INTRODUCTION

9-4-2

FIRM INTRODUCTION



Brief Profile

Hanson has a long-standing, proven history of supporting and managing municipal projects. Hanson is an acknowledged leader in the civil, structural, and environmental engineering business in South Texas. The local personnel have worked on multi-disciplinary projects throughout Texas and the United States, developing a keen sense of client needs, constraints, and working philosophies. Currently Hanson employs over 400 professionals throughout 28 offices. In South Texas, the Hanson team includes more than 60 employees consisting of Engineers, Architects, Surveyors and Environmental Professionals. Due to the experience of the team and of the proximity to the City of South Padre Island, the Brownsville office will be the main point of contact should Hanson be selected for this proposal.

Hanson is an acknowledged leader in the structural, civil, and environmental engineering business in South Texas. Hanson offers expertise in all facets of project development including preliminary planning, cost estimating, grant administration, permitting, design, producing construction documents, and construction management. Our depth in experienced staff assures that we have the resources to successfully deliver projects.

As a full-service consulting firm, Hanson provides a variety of services including:

- **Surveying:** Hanson's Corpus Christi based survey team is well known and respected throughout South Texas for their ability to complete the job efficiently with a high degree of precision
- **Planning & Management:** planning; surveying; project management; program management; GIS and data management; and land acquisition
- **Environmental Services:** wetland delineations, Section 404 permitting, dune permitting, mitigation plans, endangered species and nesting birds surveys
- **Engineering:** structural, design, geotechnical, electrical, mechanical, and technological with specialization in coastal environments
- **Green Initiatives:** building commissioning, LEED design and Envision sustainable design
- **Construction & Project Delivery:** construction observation; construction administration; system commissioning; design-bid-build; design-build; and construction management



FIRM INTRODUCTION



Capability in Civil Engineering

Hanson can provide complete civil engineering services for projects similar to ones proposed within the RFQ. The following list a portion of the civil engineering capabilities important to the project:

- Preparation of preliminary and final plats
- Construction administration and inspection
- Water distribution pump stations
- Water distribution system piping
- Supervisory Control and Data Acquisition (SCADA)
- Wastewater collection system piping
- Lift stations and pumping facilities
- Master planning and system evaluations
- Stormwater hydrologic and hydraulic modeling and design
- Drainage system planning and design
- Floodplain delineation and mapping
- FEMA map revisions and amendments
- Flood control structures
- Transportation planning
- Route studies and schematics
- Bridge design
- Pavement design
- Roadway Geometric design
- Signalization and signage
- ADA accessibility assessment and design

Land Surveying

Hanson's professional surveyors have the technology, training and experience to address your surveying needs. From industrial sites and communication towers to airports, railways and highways, our team has the hands-on experience to help you accomplish your unique goals. Our surveyors use current surveying technology such as robotic total stations, UAV (drone) imagery and Virtual Reference Station (VRS)-enabled global positioning technologies. These resources allow us to communicate in real time between the field and our office, processing your information efficiently and effectively.

Hanson has trained and experienced personnel to accomplish the work as required and maintain delivery of quality products in a timely schedule. We are capable of furnishing survey field crews to work on several task orders simultaneously, ensuring that projects are completed on time and within budget. Hanson has a full survey crew within the Corpus Christi office for local projects in South Texas.

Wetland Delineation and Regulatory Permitting

Due to our locations in Brownsville and Corpus Christi, our scientists have tailored expertise to the ecosystem and issues of the South Texas coast. Our staff includes environmental personnel with expertise in biology, ecology resource management, chemistry, environmental engineering, and geology. Our diversity allows us to, provide practical, timely and effective solutions to your environmental challenges. Locally Hanson employees a number of biologists that have been trained to conduct wetland delineations in accordance with U.S. Army Corps of Engineers (USACE) guidelines and protocol.

Our combination of experience and quality have allowed us to establish a positive working relationship with USACE which will prove beneficial should this project move to a regulatory permitting phase.

GIS Services

Hanson has provided GIS services to public and private sector clients for more than 15 years. We have experience in all aspects of GIS, including field data collection, custom application development, and finished map and atlas production. Hanson has extensive experience in a variety of GIS software packages including ESRI's ArcGIS Server, ESRI's ArcGIS Desktop, and ArcCAD. These software packages are used on high-performance systems, which provide for the best possible performance and productivity.

FIRM INTRODUCTION



John Michael, P.E.
Project Principal
Hanson Professional Services



Anna Aldridge, P.E.
Project Manager
Hanson Professional Services



Paolina Vega, P.E.
Production Manager
Hanson Professional Services



**Rick Riggins, P.E.,
R.P.L.S.**
Survey Lead
Hanson Professional Services



Chemaine Koester
Environmental
Hanson Professional Services



Colton Phillips, P.E.
Drainage Lead
Hanson Professional Services



Harrison McNiel
Environmental
Hanson Professional Services

Subconsultant:



Subconsultant:



9-45



TEAM QUALIFICATIONS

ANNA ALDRIDGE, PROJECT MANAGER



Ms. Aldridge provides extensive experience in planning, permitting, design, and construction for a wide range of environmental projects including water, wastewater and stormwater design and permitting, and municipal solid waste. These projects have required coordinating with the Texas Commission on Environmental Quality (TCEQ), United States Environmental Protection Agency (EPA), and Texas Department of Health. Ms. Aldridge has worked with the EPA Construction Grants program, Community Development Block Grant program, Texas Water Development Board (TWDB), Texas Department of Housing and Community Affairs (TDHCA), BECC and NADB which have provided funding for planning, design, and construction of infrastructure improvements.



Relevant Project Experience:

- **Park Improvements, City of Los Fresnos** The park improvements included over 2,000 LF of 10 ft. wide concrete walking trail, new bathrooms, butterfly garden, playground, skatepark, basketball courts, splashpad, benches, and picnic tables. Specific services included preparing 100% Plans and Specifications, coordinating all of the Surveying, Geotechnical needed for the Improvements, construction management and coordination with Texas Park and Wildlife and Texas Department of Agriculture.
- **Market Square Revitalization, City of Brownsville** Hanson is currently in the construction phase of the City of Brownsville Market Square Revitalization located in the alley between E. Adams St. and E. Washington St. from 9th St. to International Blvd and in the City's Market Square. The project includes the replacement of existing manholes and an existing 8" clay line with a 10" PVC sanitary sewer line. Work also includes paving and drainage improvements in the alley and at Market Square. Specific services include preparing 100% Plans and Specifications, coordinating all of the Surveying Geotechnical needed for the Improvements, and construction management.
- **Fort Brown Historic Battlefield Hike & Bike Trail, City of Brownsville** Hanson is currently in the construction Phase of the City of Brownsville Fort Brown Historic Battlefield Hike and Bike Trail. The project includes expanding and improving 2.75 miles of pedestrian and bicycle thoroughfares in the city's downtown. The trail will start at the historic Fort Brown golf course and connect at the existing Historic Battlefield Hike and Bike Trail which connects to the Palo Alto National Historic Park. Specific services include preparing 100% Plans and Specifications, coordinating all of the Surveying Geotechnical needed for the improvements, and construction management.
- **Park & Street Improvements, City of Los Indios** The 2014 Park and Street improvements Project consisted of 2,100 LF of 5 ft. wide concrete sidewalk and 1,650 LF of Street improvements. Specific services included preparing 100% Plans and Specifications, coordinating all of the Surveying, construction management and coordination

EDUCATION

M.B.A.,
University of Texas
Brownsville

B.S., Industrial Engineering,
Texas A&M University
College Station

YEARS OF EXPERIENCE

31

PROFESSIONAL REGISTRATIONS

Professional Engineer, Texas, #82867
TxCDBG Certified Grant Administrator

PROFESSIONAL AFFILIATIONS

American Society of Civil
Engineers,

Texas Society of Professional Engineers

National Society of Professional
Engineers

PAOLINA VEGA, P.E., C.F.M.



Located in Hanson's Brownsville office, Ms. Vega provides over 15 years of experience in planning, permitting, design, and construction for a wide range of public sector projects. These projects include water, wastewater, storm water design and permitting, street and park improvements.

Relevant Experience:

- **Cameron County Dept. of Transportation, San Benito, TX.** County Engineer. Responsibilities include directing the functions of the Department of Transportation which include the Engineering Division, Public Works Division, GIS Division, ROW Division, and Building Permit Division. Directing major aspects of project planning for County projects, developing, recommending, and administering department budget, coordinating planning and construction activities for capital improvements projects, coordinating department activities with those of other departments and outside agency/organizations, inspecting all construction sites periodically to evaluate progress, directing major aspects of project planning, such as contract preparation and monitoring and approval of field alterations, and representing the Department in matters involving Commissioner's Court, Division Heads, Elected Appointed Officials and outside agencies. Representing the county at RGV MPO Technical Advisory Committee meetings and making recommendations regarding project development and funding. 2016-2019
- **Naismith Engineering, Inc., Brownsville, TX. Project Manager.** Responsibilities included project design, contract management, construction administration and data research as follows: planning and scheduling of the project, preparing cost estimates, preparation and financial analysis of allocated budget, obtaining necessary permits for the project, developing construction plans and specifications, developing and preparing bidding and contract documents, procurement management, administration of construction contract, responsible for budget review of projects, reviewing and approving submittals, processing pay requests and work orders, preparing contract amendments, preparing contract closeout documents, presenting project progress reports and final recommendations to supervisors and local government officials, assisting local governments in applying for government funding, performing construction inspection for the projects, research and data analysis, developing environmental assessment and engineering design reports, evaluating work performance of team members, assigning work as needed to lower level staff members, and training and guidance of new employees. 2006-2016
- **Cameron County Dept. of Transportation, Engineering Division. San Benito, TX.** Subdivision Coordinator/Graduate Engineer. Responsibilities included project design and construction administration as follows: planning of the project, locating existing utilities that may pose an obstruction to the proposed alignment, preparing cost estimates, supervising construction inspectors, providing technical advice and guidance regarding County subdivision regulations, presenting of recommendations of further action to County Officials, and developing construction plans and specifications. 2004-2006



EDUCATION

M.B.A.,
University of Texas
Brownsville

B.S., Civil Engineering,
Texas A&M University College Station

YEARS OF EXPERIENCE

15

PROFESSIONAL REGISTRATIONS

Professional Engineer, Texas, #113357

Certified Floodplain Manager, #3281-17N

PROFESSIONAL AFFILIATIONS

Chi Epsilon Engineering Honor Society

Leadership Brownsville

Rotary International Club

Brownsville Junior Service League

CHEMAINE KOESTER



Ms. Koester has a background in biological and environmental sciences, with emphasis on environmental resource management, regulatory permitting, and project management. She has provided support for various types of civil and marine engineering projects involving natural resource and regulatory compliance issues. In addition, Ms. Koester served as a regulatory specialist with the Galveston District of the U.S. Army Corps of Engineers (USACE)-Regulatory Division where she was responsible for evaluating all levels of Department of the Army permit applications and compliance and/or enforcement cases for activities in waters of the U.S. She has since provided environmental and regulatory support for various complex ports and marine, coastal, and civil engineering projects along the Texas coast, including recent projects associated with oil and gas exploration associated with the Eagle Ford Shale



Relevant Project Experience:

- **South Padre Island Beach Nourishment Planning and Permitting, South Padre Island, TX.** Environmental biologist. Responsible for preparation and submittal of U.S. Army Corps of Engineers permit application documents, agency coordination, formal consultation with U.S. Fish and Wildlife Service (USFWS) under Section 7 of the Endangered Species Act, development of habitat monitoring guidelines for piping plover and sea turtles, as well as habitat monitoring of designated sections of beach as per the USFWS Biological Opinion. **Texas**
- **General Land Office, Beach Nourishment West of Galveston Seawall, Galveston, TX.** Environmental biologist. Responsible for preparation and submittal of U.S. Army Corps of Engineers (USACE) permit application documents, agency coordination, formal consultation with U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service under Section 7 of the Endangered Species Act, development of habitat monitoring guidelines for piping plover and sea turtles, as well as habitat monitoring of designated sections of beach as per the USFWS Biological Opinion.
- **Galveston County, Beach Nourishment on Bolivar Peninsula, Galveston, TX.** Senior environmental biologist. Responsible for preparation and submittal of U.S. Army Corps of Engineers extension of time request, agency coordination, formal consultation with U.S. Fish and Wildlife Service and National Marine Fisheries Service under Section 7 of the Endangered Species Act and development of habitat monitoring guidelines for piping plover, red knot and sea turtles.
- **Texas General Land Office, Beach Nourishment Preliminary Design, South Padre Island, TX.** Environmental biologist. Responsible for preparation and submittal of U.S. Army Corps of Engineers permit application documents, agency coordination, formal consultation with U.S. Fish and Wildlife Service (USFWS) and NMFS under Section 7 of the Endangered Species Act, development of habitat monitoring guidelines for piping plover and sea turtles, as well as habitat monitoring of designated sections of beach as per the USFWS Biological Opinion.

EDUCATION

M.S., Environmental Sciences
Texas A & M University
Corpus Christi, Texas

B.S., Ecology
University of Texas
Austin

YEARS OF EXPERIENCE

21

PROFESSIONAL REGISTRATIONS

Wetland Delineator Certification Program,
United States National Registration

Registered Environmental Manager

National Registry of
Environmental Professionals,
United States National Registration

PROFESSIONAL AFFILIATIONS

Coastal Bend Bays and Estuaries Program,
Member

Coastal Bend Bays Foundation,
Member, Board of Directors,
Past Vice President

HARRISON MCNIEL



Mr. McNeil has been exposed to multiple facets of environmental science as they pertain to the coastal ecosystems. Both academically and professionally he has more than seven years of experience studying the Gulf Coast and its resources. Mr. McNeil is especially well versed in coastal wetlands habitat and geospatial analysis via ArcMap. Most recently he has been responsible for hosting public meetings and developing environmental plans for local government.

Relevant Project Experience:

- **Gulf Street Walkway expansion, City of South Padre Island, TX.** designed improvements to existing wooden walkway at the North end of Gulf Blvd. Pursued ADA variance in order to meet ADA requirements to minimize land constraints with surrounding property owners.
- **Sunset Beach Dune Walkover, City of South Padre Island, TX** Designed dune walkover to improve public beach access using existing walkway. Currently pursuing Texas GLO dune permit for structure. Overall configuration was modified to meet both ADA and GLO requirements.
- **West Palm Street Boat Ramp, City of South Padre Island, TX** Designed expansion of public boat ramp in order to allow for larger vessels to utilize the ramp. Obtained Nationwide permit for minor dredging and letter of permission for access piers.
- **Windsport Venue Preliminary Design and Meetings, City of South Padre Island, TX** Developed preliminary design of windsport venue layout working with city officials and current windsport stakeholders Presented design to UASCE and USFWS to determine level of permitting and mitigation effort that would be required to successfully build venue with minimal environmental impacts.
- **Padre Balli County Park.** Planned and led delineation for 36 acre portion of Nueces County Coastal Park on North Padre Island as part of a collaborative mitigation plan with land developer.
- **Lake Padre Development, Padre Balli Mitigation, Corpus Christi, TX.** Planned the delineation field work utilizing ArcMap for Padre Balli County Park.
- **TBK Bank Delineation.** Assisted in the delineation of 25 acres of land on Mustang Island for interdunal swales. Converted survey data into delineation exhibits for client report.
- **Double Oak.** Assisted in the wetland delineation using wetland-upland mosaic method to evaluate over 330 acres of property along the Texas Intracoastal Waterway, for tidal wetlands and depression drainage related wetlands.
- **Cameron County Beach Monitoring.** Conducted bird use surveys on South Padre Island beaches for Cameron County to fulfill special condition requirements of Beach Nourishment permit
- **Nueces Delta Landform Modification.** Conducted wetland delineation and identified habitat types within the Nueces Delta related to constraint analysis for proposed freshwater circulation landform modification. Developed exhibits based on surveyed data for habitat types.



EDUCATION

B.S., Ocean and Coastal Resources
Texas A&M University
Galveston

M.S., Marine Resource Management
Texas A&M University
Galveston

YEARS OF EXPERIENCE

7

PROFESSIONAL REGISTRATIONS

Wetland Delineation

FAA Part 107 Licensed Unmanned
Aerial Vehicle Pilot

CPR and First Aid Certification

Dispute Mediator certified to the State
of Texas Guidelines

PROFESSIONAL AFFILIATIONS

Habitat & Living Resources Team,
Coastal Bend Bays & Estuaries
Program

Water & Sediment Quality Implemen-
tation Team, Coastal Bend Bays &
Estuaries Program

RICHARD A. RIGGINS, P.E., R.P.L.S.



Mr. Riggins has 39 years' experience in general civil engineering, design, surveying and project management in Hanson's Brownsville office. Which includes subsurface utility design and location. His experience also includes railroad ROW site D mapping, highway/street ROW, strip mapping and acquisition. Easements acquisition, street and road construction subdivision design for a wide range of projects.

Relevant Project Experience:

- **BMRSD Emergency Clinic Site work:** Paving, Drainage, and Utilities Design
- **Sunny Glenn Childrens Home:** Site work, Paving, Drainage, and Utilities Design
- **Popeye's Restaurant, Pharr, Texas:** Site work, Paving, Drainage, and Utilities Design
- **Popeye's Restaurant, San Benito, Texas:** Surveying, Site work, Paving, Drainage, and Utilities Design
- **Brownsville Independent School District:** Site Surveying, Building Layout and Assistant Superintendent for Performing arts Building.
- **Edinburg Independent School District:** Site Surveying, Building Layout for Performing Arts Buildings.
- **Brownsville Health Clinic:** Site Surveying, Building Layout for Health Clinic Building.
- **University of Texas Brownsville Health And Science Building:** Site Surveying, Building Layout for Health and Science classroom and laboratories Building.
- **Texas A&M University Kingsville:** Site Surveying, Building Layout for Recreational and Health Building
- **City of Brownsville, Dean Porter Park:** Site work, Paving, Drainage, and Utilities Design
- **City of Alton Josefa Memorial Park:** Site work, Paving, Drainage, and Utilities Design
- **Texas Southmost College Bookstore:** Paving, Drainage and Utilities Design
- **City of Brownsville:** City Street Paving and Drainage Projects Design
- **Brownsville Public Utilities Board:** Force main and Lift Station Design
- **Boardwalk Condominiums, South Padre Island, Texas:** Site work, Paving, Utilities Design, and 404 Permitting and Wetlands Design.
- **Louies Backyard, South Padre Island, Texas:** 404 Permitting
- **Town of Rancho Viejo:** Paving & Drainage Projects Design.
- **Port of Brownsville:** Paving and Drainage Design
- **Brownsville Independent School District:** Parking Lot Design
- **Lakeway Subdivision Section One:** Subdivision Design
- **Town North Sections One and Two:** Subdivision Design



EDUCATION

B.S., Zoology
Texas A&M University
College Station

B.S., Civil Engineering
Texas A&M University
College Station

YEARS OF EXPERIENCE

38

PROFESSIONAL REGISTRATIONS

Professional Engineer, Texas, #56304

Registered Professional Land Surveyor
- Texas, #5446

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

COLTON PHILLIP, P.E.



Located in the Brownsville office, Mr. Phillip's experience encompasses general civil engineering design, including site development and stormwater systems. As an engineer in training, he primarily serves the infrastructure market through the direct completion of plans and specifications.

Relevant Project Experience:

- **Stormwater Master Plan, Portland, TX.** Mr. Phillip served directly under a professional engineer in the design and planning of a drainage study of the entire City of Portland, including the creation of Hydrologic and Hydraulic models for pre-development and post-development conditions. Planning included the determination of watershed boundaries and phasing of proposed improvements with associated cost estimating. Designing included the sizing and routing of proposed culverts and channels necessary for the future 20-year development of the City.
- **Bailey Outfall Hydraulic Model, Aransas County, TX.** Mr. Phillip served directly under a professional engineer in the design and planning of a drainage study of an existing wetland watershed, including the creation of a Hydraulic model for pre-development and post-development conditions. Planning included the evaluation of the hydraulic design of a wetland pond mitigation project and if the upstream properties of the drainage system would be adversely affected. Designing included the determination of the maximum allowable top elevation of the proposed weir.
- **Palm Harbor Drainage Improvements, Aransas County, TX.** Mr. Phillip served directly under a professional engineer in the design and planning of a drainage study of the Palm Harbor watershed, including the creation of Hydrologic and Hydraulic models for pre-development and post-development conditions. Planning included the determination of watershed boundaries and phasing of proposed improvements with associated cost estimating. Designing included the sizing and routing of proposed culverts and channels necessary to mitigate flooding issues.
- **Lovers Lane Drainage Improvements, Ingleside, TX.** Mr. Phillip served directly under a professional engineer in the design and planning of a drainage study of a local street crossing, including the creation of Hydrologic and Hydraulic models for pre-development and post-development conditions. Planning included the determination of watershed boundaries and phasing of proposed improvements with associated cost estimating. Designing included the sizing and routing of proposed culverts necessary to mitigate flooding issues.
- **Avenue B Outfall Improvements, Ingleside, TX.** Mr. Phillip served directly under a professional engineer in the design and planning of a drainage study of the Avenue B outfall watershed, including the creation of Hydrologic and Hydraulic models for pre-development and post-development conditions. Planning included the determination of watershed boundaries and phasing of proposed improvements with associated cost estimating. Designing included the sizing and routing of proposed culverts and channels necessary to mitigate flooding issues.



EDUCATION

B.S., Biological & Agricultural
Engineering
Texas A&M University
College Station

YEARS OF EXPERIENCE

5

PROFESSIONAL REGISTRATIONS

Professional Engineer, Texas, #132226

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

SUBCONSULTANT QUALIFICATIONS



Christopher Levitz PE, CFM Coastal/Marine Group Manager

Education

BS/Civil Engineering/University of Texas at Austin
Coastal Engineering Certification/Old Dominion University

Years of Experience

With AECOM: 14+

Registrations and Certifications

2010/PE/Texas/107494
2017/PE/Louisiana/41472
2008/CFM/Texas/1357-08N
AECOM Certified Project Manager

Professional Affiliations

American Shore and Beach Preservation Association
Society of American Military Engineers
Texas Floodplain Managers Association

Areas of Expertise

Project Management
Coastal Planning
Coastal Engineering and Restoration
Deep Draft Navigation and Dredging
Hydrologic & Hydraulic Analysis
USACE Planning and Regulatory
FEMA Risk MAP

Mr. Levitz has over a decade of experience working on an assortment of coastal projects, including work for the United States Army Corps of Engineers (USACE), Federal Emergency Management Agency (FEMA), Texas General Land Office (GLO), and many other state and local clients. He has completed coastal projects along the entire Texas coast, the Atlantic coast and along the Great Lakes coastline. His experience includes modeling (wave analysis and sediment transport modeling), design (erosion control structure, coastal roadways and coastal levees), permitting (USACE Section 10/404) and planning (State master plan, USACE initial appraisal studies, levee certification analysis and permitting plans) efforts. He currently is managing the GLO's Coastal Engineering IDIQ for AECOM, while also serving as project manager for multiple ongoing coastal projects within Texas. He is particularly knowledgeable in conducting large-scale planning efforts along the Texas coast, which includes understanding current and long-term risks.

For FEMA Region VI, Mr. Levitz has served as the coastal engineering subject matter expert for all public outreach meetings along the entire Texas coast over the past four years. For multiple Texas coastal counties, Mr. Levitz also served as the lead engineer for the coastal flood risk analysis. In addition, he has worked with the USACE – Galveston District for many years, serving as project manager and project engineer on a wide array of projects, including emergency repair projects that followed Hurricane Ike's impact in the Houston-Galveston region of the coast.

Selected Project Experience

Texas Coastal Resiliency Master Plan – Phases 1 and 2 Project Manager, Texas Coast, Texas General Land Office (2016-Present)

The State of Texas, through the General Land Office, determined a need for a resiliency master plan of the entire Texas coast. AECOM serves as the engineer for the project and has responsibilities to develop coastal strategies for all regions of the coast, including structural, nature-based and non-structural solutions. Efforts include technical analysis (cost, economics, physical, risk, environmental, and feasibility), planning, outreach, and management. These efforts were being done in cooperation with client team members, as well as academic and outreach entities, to ensure the Resiliency Master Plan is a living document that is constantly being improved and that all recommendations within the report are the most efficient and beneficial for the State of Texas.

AECOM is working with the GLO to enhance and expand the scope of the Texas Coastal Resiliency Master Plan in Phase 2, with reissuance in 2019. Under Phase 2, AECOM worked with the GLO to further refine coastal resiliency outlooks through modeling of marsh retreat and storm surge scenarios, expand economic analyses for both traditional and non-traditional benefits, complete conceptual engineering design and analyses for key projects, and enhanced coordination with Federal and local entities to expand beneficial use of dredged material opportunities and coordinate funding strategies (including BP disaster related funding streams) for project execution. Also under this phase of work, the Plan was expanded to broaden its scope of actions to include community infrastructure and storm surge suppression in combination with ecological and policy-based actions.

Hydraulic Design Manual – Coastal Chapter Project Manager, Texas Coast, Texas Department of Transportation (2019-Present)

TxDOT determined a need for a coastal chapter to be added to their Hydraulic Design Manual. Mr. Levitz serves as the AECOM project manager leading the effort to assemble content regarding coastal design guidance with respect to water levels, waves, currents, erosion and scour, relative sea level rise, building materials, and an overall guidance framework. This effort includes reconnaissance efforts through meetings with external DOTs and federal agencies to recognize coastal guidance from other entities of relevance to the effort.

Texas Ports Mission Plan Project Manager, Texas Coast, Texas Department of Transportation – Maritime Division (2017-2018)

AECOM worked with TxDOT to develop a statewide Ports Mission Plan (PMP) that is inclusive of land-based connectivity, port capital improvements, and ship channel enhancement. AECOM is developing individual reports for each of the three port system elements along with an executive summary serving as the PMP to be provided to the Texas Legislature. These

SUBCONSULTANT QUALIFICATIONS



AECOM

efforts are being completed in coordination with the ports and the Port Authority Advisory Committee. AECOM is developing procedures to prioritize improvement projects for connectivity, port facilities, and ship channels along the Texas coast.

Virginia Point Breakwater Final Design, Permitting, Construction Oversight, and Monitoring Project Manager, Galveston/Texas, Texas General Land Office & Scenic Galveston (2013-Present)

Approximately 11,000 feet of clay bluff shoreline at the Virginia Beach Preserve in Galveston Bay experiences rapid erosion and as a result the project site received multiple grants to complete design and construction efforts to mitigate these issues. In order to stabilize the shoreline, permitting, design and construction have been completed for segmented limestone breakwater structures that were built using shallow water techniques that avoid disturbing existing site conditions, including multiple existing oyster reef sites along the shoreline. The breakwater design is intended to enhance sedimentation behind the breakwater structures to create up to 40 acres of new tidal marshes. The resulting construction covers nearly two miles of living shoreline that combines bird nesting and oyster habitat along the breakwaters, marsh habitat between the breakwaters and bluff shoreline, and a stable upland prairie. Upon construction completion, a monitoring and adaptive management plan was developed as part of a three year effort. Responsibilities include leading USACE permitting, final design, construction oversight and monitoring efforts for shoreline protection and marsh restoration project in Galveston Bay.

Edgewater Marina Breakwater Reconstruction Coastal Engineering Technical Expert, Cuyahoga County, OH, Ohio Department of Natural Resources (2013-2015)

In October 2012, the remnants of Hurricane Sandy came ashore at Edgewater Marina, and both the Edgewater Marina and the protective breakwater were severely damaged by the storm. AECOM developed a design to repair the breakwater in two phases, with the first phase restoring the breakwater to pre-storm condition and the second phase to raise the structure to increase the level of protection. The breakwater underwent thorough reconnaissance to assess its condition and the design utilized the maximum amount of existing material as possible, including the 10-ton block stones. The reconstructed breakwater is designed to sustain wave heights in excess of 10 feet. Responsibilities included utilizing design wave conditions to estimate required stone gradations and develop a construction design set that allowed for synergies between the existing structure and the newly constructed sections. Due to the nature of the project, design work was completed on an accelerated schedule.

Moses Lake Shoreline Protection - Phases II and III Project Manager, Texas City/TX, Texas General Land Office & Galveston Bay Foundation (2011-2018)

The shoreline along the southeastern edge of the Texas City Prairie Preserve has suffered significant erosion over recent years. As a result, upland habitat for species, including the

endangered Atwater's Prairie Chicken, has been decreasing. Phase I of the project was previously constructed using nearshore breakwaters and has been successful in protecting the shoreline while also establishing marsh habitat. The design for Phase II of the project is a continuation of Phase I, but Phase II was redesigned to allow for breakwater construction from the shoreline, while maintaining the living shoreline aspect of marsh restoration. Phase II has since been successfully constructed and the remainder of the exposed shoreline has been accounted for under Phase III of the project. Phase III of the shoreline stabilization has been designed to be constructed using shallow-draft techniques from water-based equipment. Responsibilities have included breakwater design and placement, development of necessary construction documents which included plans, specifications and a construction cost estimate, and leading the construction oversight.

Lavaca Bay LNG - USACE Section 204(f) and Section 408 Project Manager, Lavaca Bay/TX, Excelerate Energy and Calhoun Port Authority (2013-2015)

As part of the proposed deepening and widening of the Matagorda Ship Channel, the Calhoun Port Authority proposes to have Federal Assumption of Maintenance at completion of the initial dredging effort. This requires compliance with both Section 204(f) and Section 408 requirements. Included in this effort is development of a feasibility report with an economics, cost, engineering and real estate appendices as well as further environmental assessment. Responsibilities include leading the overall production effort, coordination with appropriate agencies, dredging analyses, coastal and levee design, 3D analysis and cost estimating. The proposed dredging project includes over 40M+ cubic yards of new dredged material, with significant areas of marsh, bird island, and oyster reef creation, in addition to beach nourishment and development of confined dredged material placement areas. In accordance with USACE guidance, these design efforts incorporate anticipated changes due to relative sea level rise in the design elements.

FEMA FIRM & FIS Updates Coastal Engineering Expert, Coastal Modeling, 15+ Coastal Counties/TX, FEMA (2011-2018)

A key element of the updated coastal flood analysis completed for FEMA Region 6, is to provide the public an opportunity to understand the new study results and updated risks. As part of this, every coastal county in Texas has held at least one public open house presenting the coastal flood analysis results. For each of these meetings in Texas, it was Mr. Levitz's role to serve as the coastal expert to answer questions from both the public and elected officials.

AECOM

Brandon Hill, MMRM Environmental Project Manager

Professional History

10/2016 - 04/2019, City of South Padre Island
Shoreline Director
05/2016 - 10/2016, City of South Padre Island
Shoreline Project and Program Manager
01/2015 - 01/2016, Texas A&M University at
Galveston Sargassum Early Advisory System
Director
01/2012 - 01/2015, Texas A&M University at
Galveston Sargassum Early Advisory System
Research Lead

Education

Master of Science (MSc), Marine Resource
Management, Texas A & M University at
Galveston,
Bachelor of Science (BSc), Ocean and Coastal
Resources, Texas A & M University at
Galveston,

Years of Experience

With AECOM: 0
With Other Firms: 3

CERTIFICATIONS AND TRAINING

Lean Six-Sigma Trained (Greenbelt
Certification Pending)
FEMA National Incident Management System
100, 200, 300, 400, 701, 702, 800
ASBPA Coastal Zone Foundation Certified
Coastal Practitioner (7 of 10 Modules)

SELECTED PUBLICATIONS

Graduate Thesis: *The Factors of the
Sargassum Migratory Loop System;
Determining the Influential Fluctuating
Dynamics Primarily Responsible for the
Anomalous 2014, 2015 Sargassum Seasons
with a Focus on Neritic Water Conditions as
Primary Driver of Vegetative Fragmentation
Rates of Sargassum Naitans and
Sargassum Fluitans.* Brandon N. Hill,
Captain Robert Webster, Dr. Thomas Linton
Undergraduate Research Scholars Thesis:
*Sargassum Early Advisory System (SEAS):
Developing the Standard Operating
Procedure of Investigating the Hourly
Growth Rate of Sargassum While
Suspended in The Neritic Waters off of
Galveston, Texas.* Brandon N. Hill, Captain
Robert Webster, Dr. Thomas Linton.
U.S Geological Survey Online White page:
*The Sargassum Saga: Spotting Seaweed
from Space.* Brandon N. Hill, Captain Robert
Webster.

Brandon is a coastal and environmental planner in the Houston office. He is trained in Six Sigma and is experienced in both municipal government and academia. Prior to AECOM, he served as director of the Shoreline Department for the City of South Padre Island where he achieved compliance with the state parking requirements under the Texas Open Beaches Act. He completed more than \$1.7 million in infrastructure projects, led a collaborative particle tracing sediment study through the USGS and USACE, and managed an annual budget of more than \$2.7 million and 20+ employees. Brandon also served as a graduate researcher and project manager for Sargassum Early Advisory System at Texas A&M at Galveston. His thesis focused on the global teleconnection patterns and dynamic fluctuations that caused the 2014/2015 Sargassum seasonal anomalies.

PROJECT EXPERIENCE

Port of Houston Authority, Houston Channel, Barbours Cut Channel, and Bayport Channel Navigational Study, Houston, Texas. Environmental planner that assisted the project team with National Environmental Policy Act compliance, dredged material management plan and regional sediment management planning, dredged material placement strategies, public involvement, and resource agency coordination.

Port of Corpus Christi, 75-foot Channel Deepening, Corpus Christi, Texas. Environmental planner that assisted the project team to extend and deepen portions of the Corpus Christi Ship Channel to support crude export. The team prepared the permit application and developed all supporting documents. Tasks include NEPA compliance, dredged material management plan and regional sediment management planning, public involvement, and resource agency coordination.

Nearshore Berm Particle Tracing Study

Project Lead on the joint particle tracing study between the United States Army Corps. Of Engineers, United States Geological Survey, UK-based consultant company Partrac and the City of South Padre Island. The project integrated monitoring technology with large scale USACE maintenance dredge operations. The dual-signature particles were introduced immediately following a strategic berm placement and were tracked over the next year to explore particle transport pathways and the efficacy of the placement area. The joint approach saved the municipality 55% of total project cost. This project contributed to the City receiving the 2019 ASBPA "Best Restored Beaches" designation.

South Padre Island Nourishment Plan

Author of the Beneficial Use of Dredged Material Nourishment plan. The 5-year plan was written to address the regions need for a forecasted approach to erosion response. It was integrated into the City's Shoreline Master Plan which outlines the Islands path forward regarding regional sediment management.

South Padre Island Shoreline Master Plan

As Shoreline Director spearheaded the revolution of the Island's shoreline management, including an increased reliance on data-driven strategies and scientifically informed, innovative approaches to shoreline maintenance, access, and development.

SUBCONSULTANT QUALIFICATIONS



Naismith Marine Services, Inc.
2007 Farm to Market 3036
Rockport, Texas 78382
www.naismithmarine.com

James M. Naismith, RPLS, LSLs

Phone: (361) 945-0248 E-mail: jim@naismithmarine.com

Summary of Qualifications:

Founder and President of Naismith Marine Services

Mr. Naismith has more than 30 years of experience in all aspects of land and hydrographic surveying. Along the Gulf Coast, Mr. Naismith has completed numerous beach profile surveys to depth-of-closure, high resolution multibeam surveys of natural and manmade inlets, beach nourishment projects from design through construction, and shallow seismic sediment surveys for sand sourcing.

Coastal habitat creation, restoration, and protection experience includes all aspects of feasibility studies, permitting, design, construction, and monitoring. Specific projects include creating bird rookery islands, restoring marshes, new breakwaters, and beach nourishment.

In the bays; pipeline surveys, surveys in support of state and federal permits, mapping of entire bay systems, and high resolution multi-sensor shallow seismic surveys are examples of Mr. Naismith's work.

Hurricane and disaster response experience includes; debris mapping/identification, debris removal, navigation hazard location/removal, submerged vessel location/markings, shoal detection, and post-hurricane channel clearance.

Deep draft channels present unique challenges. Mr. Naismith has completed condition surveys, surveys for dredging, dock surveys, surveys of bridge structures, lost item clearance surveys, post hurricane condition surveys, and shallow seismic surveys.

Education:

- Master of Science in Civil Engineering, Texas A&M University, College Station
- Bachelor of Science in Civil Engineering, Texas A&M University, College Station
- Intern at the General Land Office of Texas, Austin, TX
- Graduate of Calallen High School, Corpus Christi, TX

Honors:

- National Science Foundation Student Fellow in Civil Engineering
- Member - Chi Epsilon, National Civil Engineering Honor Society
- Member - Tau Beta Pi, National Engineering Honor Society

Licenses/Registrations:

- Licensed State Land Surveyor, Texas
- Registered Professional Land Surveyor No. 4828, Texas
- Engineer in Training, Texas
- TxDOT ESN: 000013524 (precert inactive)
- US Coast Guard OUPV license



Naismith Marine Services, Inc.
2007 Farm to Market 3036
Rockport, Texas 78382
www.naismithmarine.com

Seth Gambill

Phone: (361) 319-4948 E-mail: seth@naismithmarine.com

Summary of Qualifications:

Vice President of Naismith Marine Services

Mr. Gambill has more than 18 years of experience in hydrographic surveying and general project management for Ports and industry on the Texas Gulf coast. Mr. Gambill has completed numerous bathymetric, topographic, side scan sonar, structure from motion and hazard surveys for industrial facility owners, navigable channels, construction projects and various Ports along the entire Texas Gulf Coast.

Mr. Gambill has overseen field survey efforts for industrial and Port projects at the Port of Corpus Christi, Port of Houston, Port of Brownsville, Port of Sabine Pass and Port of Texas City. These surveys include pre- and post-dredge bathymetric surveys, design surveys for dock and infrastructure development, clearance surveys for docks and vessel movements, hazard surveys, monitoring surveys and structure assessment surveys. These surveys often use a variety of equipment including single-beam and multibeam echosounders, side scan sonar, sector scan sonar, magnetometer and RTK GPS. The clients for these surveys include but are not limited to the Port of Corpus Christi, the Port of Brownsville, Kiewit Offshore Services, Inc., Occidental Petroleum Corporation, Flint Hills Resources, LP, Cheniere Energy, Inc., Citgo, Orion Marine Group, Callan Marine, Apollo Environmental Strategies, Inc., and Nustar Energy, L.P.

Education:

- Bachelor of Arts in General Studies with emphasis on Business and Natural Science (3.90 GPA), University of North Texas
- 71 undergraduate semester hours completed in Biochemistry Program (3.79 GPA), St. Mary's University
- 61 undergraduate semester hours completed in GIS Program (3.82 GPA), Texas A&M Corpus Christi
- Graduate of Rockport-Fulton High School, Rockport, TX

Projects:

- Post-Harvey Port of Corpus Christi Dock and Corpus Christi Ship Channel Clearance Surveys, Port of Corpus Christ, September of 2017
- Pre-Dredge Surveys for Port of Brownsville Docks, January of 2017
- Multiple Clearance Surveys for Bigfoot Drilling Rig tow-out through Corpus Christi Ship Channel, Kiewit Offshore Services, September 2017 through January 2018

RELATED EXPERIENCE



South Padre
ISLAND

RELATED EXPERIENCE

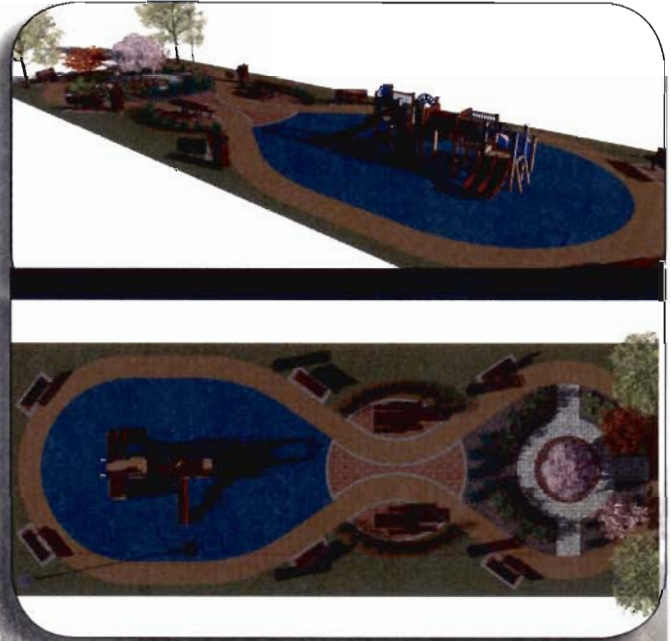
9-58

RELATED EXPERIENCE



Montes Castro Park Los Fresnos, Texas

Neighborhood park included a handicapped accessible playground with swings, walking trail, benches with shade trees, picnic tables and grills, a butterfly/scent garden with native plantings and a water feature, solar lighting, decorative pavers, landscaping and drip irrigation, and interpretive signage. Site development also included removal of invasive species and preserving existing native trees. Services included conceptual design, engineering design and construction documents, landscaping design and construction administration. Funded by a grant from Texas Parks and Wildlife Department.



TEAM LEADER

Anna Aldridge, P.E., Hanson

CONSTRUCTION COST

\$168,759

YEAR OF THE WORK

2018

CLIENT CONTACT

Mark Milum
956-233-5768



RELATED EXPERIENCE



Nature Park Master Plan & Design Phases I & II Los Fresnos, Texas

The nature park is comprised of 23 acres within the city limits of Los Fresnos, Texas. Proposed improvements include enhancing native habitat, 5000 LF of walking trails, a wooden pier, drainage improvements, restrooms, two gazebos, an amphitheater, and an educational outdoor classroom. Project is funded by the Texas Parks and Wildlife and Cameron County CIAP.

TEAM LEADER

Anna Aldridge, P.E. Hanson

CONSTRUCTION COST

\$675,950.00

(Phases Combined)

YEAR OF THE WORK

2018

CLIENT CONTACT

Mark Milum

956-233-5768



Los Fresnos Nature Park



Master Plan



18: ■■■

9-60

RELATED EXPERIENCE



Cameron County Beach Monitoring Cameron County, Texas

Hanson helped conduct monitoring on four sections of beach, submit an Annual Turtle Monitoring Plan, and submit a Habitat Annual Summary Report for a five year time period. This is a multi-year project with several phases and tasks involving surveying and monitoring of the Padre Island National Seashore in Cameron County.

During the five-year lifespan of the project, tasks included:

- Develop and Submit an Annual Turtle Monitoring Plan to USACE by March 1 of each year
- Develop and Submit an Annual Report regarding the previous year's turtle nesting statistics
- Conduct Beach Profile Survey
- Conduct Bird Usage Surveys and Sargassum Survey
- Develop and Submit Annual Summaries

The firm worked closely with Cameron County officials, US Fish & Wildlife Services (USFWS), Padre Island National Seashore (PINS) & the United States Army Corps of Engineers (USACE) to monitor beach conditions and wildlife activity.



TEAM LEADER

Chemaine Koester, Hanson

PROJECT COST

\$196,775

YEAR OF THE WORK

2014-2019

CLIENT CONTACT

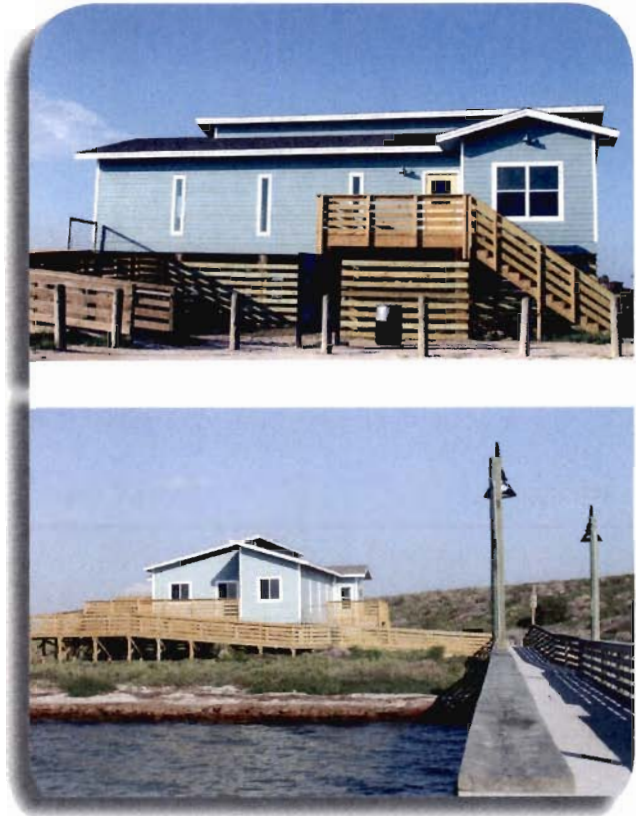
Joe Vega
956-761-3701

RELATED EXPERIENCE

Coastal Lands Resource Center Willacy County, Texas

A 1,700 square foot elevated facility, the Coastal Lands Resource Center (CLRC) provides the county, as well as visitors, with a full view of the Laguna Point Recreational Area from its northern deck, while also providing a scenic view of the Laguna Madre and coastal marshland to the south from its eastern and southern observation decks.

Designed to be a multi-functional type of facility, the CLRC can host events such as education courses on the area's environment and ecosystem for schools, board retreats for businesses, and small, intimate social events. Fully accessible by a series of ramps that wrap the facility, the CLRC is a wonderful addition to the LPRA, Port Mansfield, and Willacy County.



TEAM LEADER

Craig Thompson, P.E., Hanson

CONSTRUCTION COST

\$365,000

YEAR OF THE WORK

2016

CLIENT CONTACT

Judge Aurelio Guerra
956-689-3393



RELATED EXPERIENCE



Virginia Point Wetland Protection Project Galveston Bay, Texas

The Virginia Point Peninsula Preserve is located near Galveston Bay, Texas is owned and maintained by the locally-based nonprofit group Scenic Galveston, Inc. The 3,000-acre preserve features undisturbed, native coastal tallgrass prairie and is bordered to the south and east by over 10,000 feet of shoreline along Galveston Bay, much of which historically suffered from rapid erosion that in some areas exceeded 10 feet per year. The persistent wave impacts along the shoreline sloughed large portions of the clayey uplands into the bay each year, creating an eroding bluff almost five feet in height in the areas of heaviest erosion and equating to a loss of over 90 acres of valuable coastal habitat between 1956 and 1995 alone. The Virginia Point Wetland Protection Project used a living shoreline approach (combining engineered structures with nature) to stabilize the eroding shoreline.



The breakwater cells were designed to retain and accumulate sediment naturally to create a sediment bed for marsh planting, and some of this acreage was planted in 2018. The site is currently undergoing 3 years of post-construction monitoring, led by AECOM.

The Virginia Point Wetland Protection Project was the culmination of 10 years of planning, alternatives analysis, permitting, and final design that AECOM performed in coordination with Scenic Galveston and the Texas General Land Office. Over the course of the design process, AECOM accounted for environmental considerations (e.g. American Oystercatcher nesting, oyster recruitment, impacts to the coastal prairie), unique design components based on aesthetics and client preferences, and mitigate construction challenges (e.g. site access by barge only, rip rap placement techniques). AECOM also served as the construction oversight engineer, and construction of the project was completed in September 2016. The final design included over 6,000 linear feet of nearshore, segmented limestone breakwaters with parallel to the Virginia Point shoreline at a cost of approximately \$4 million dollars. The placement and spacing of the breakwaters were designed to produce several large cells behind the breakwaters to allow for up to 35 acres of future marsh creation.

An innovative breakwater design and construction method was used to achieve three-fold project goals of (1) improving overall site aesthetics while mitigating shoreline erosion, (2) providing ecological benefits to the wetland complex, and (3) minimizing overall cost. Variable or “undulating” breakwater crest elevations from a high- to low-crest elevation offered cost-saving benefits by reducing the cross-sectional area of the breakwaters, thereby minimizing the volume of stone needed per linear foot of breakwater construction and providing environmental benefits to bird species. The crenulated breakwater crests support bird populations by providing isolated, elevated nesting areas above mean high water levels that are offshore, protected from inland predators, and benefit territorial species that do not like to roost or nest in close proximity to other birds.

TEAM LEADER

Chris Levitz, AECOM

YEAR OF THE WORK

2006-Present

PROJECT COST

\$4.2 Million

CLIENT CONTACT

Lalise Mason
713-725-8101

RELATED EXPERIENCE



Windsport Venue Preliminary Design & Meetings South Padre Island, Texas

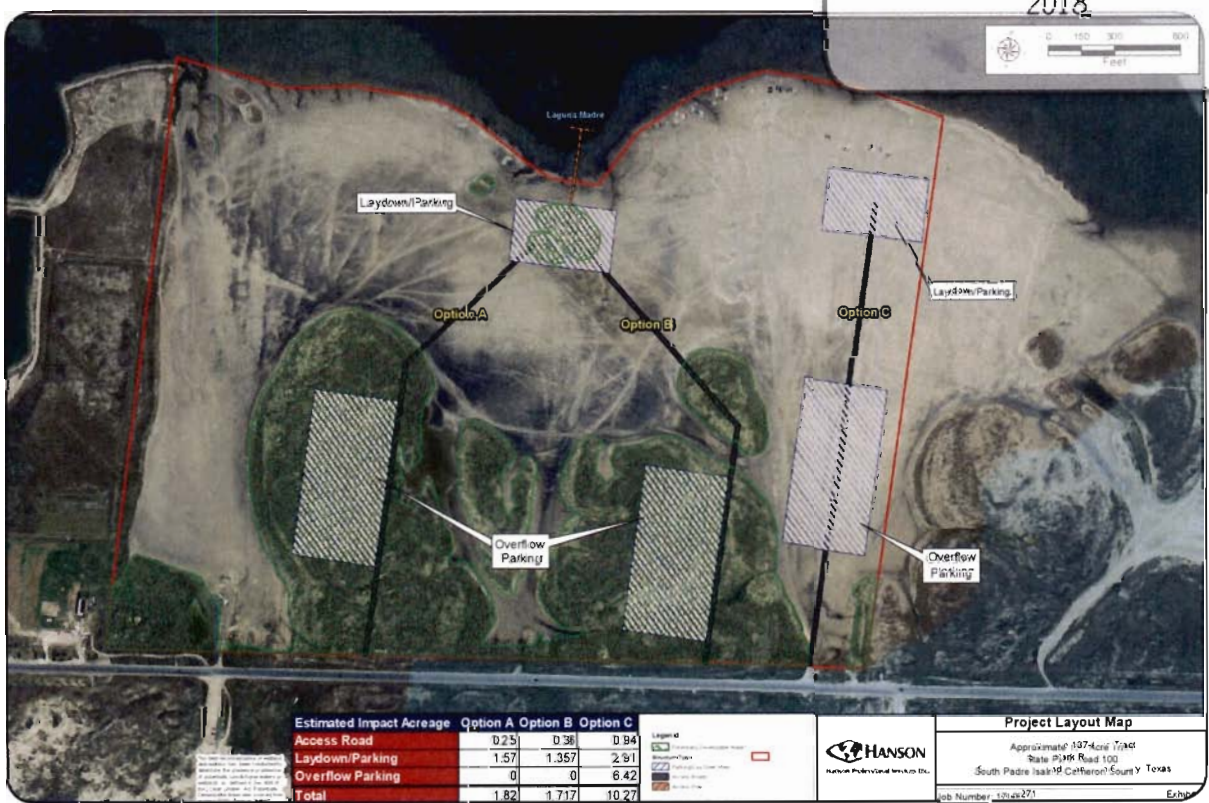
Developed preliminary design of windsport venue layout working with city officials and current windsport stakeholders. Public meeting was held with stakeholders to ensure project layout would meet the needs of both the City and the users.

Presented design to UASCE and USFWS to determine level of permitting and mitigation effort that would be required to successfully build venue with minimal environmental impacts. Current layout will allow access to desirable windsurfing waters as well as other water sport users while reducing negative impacts related to vehicular traffic in environmentally sensitive algal flats.

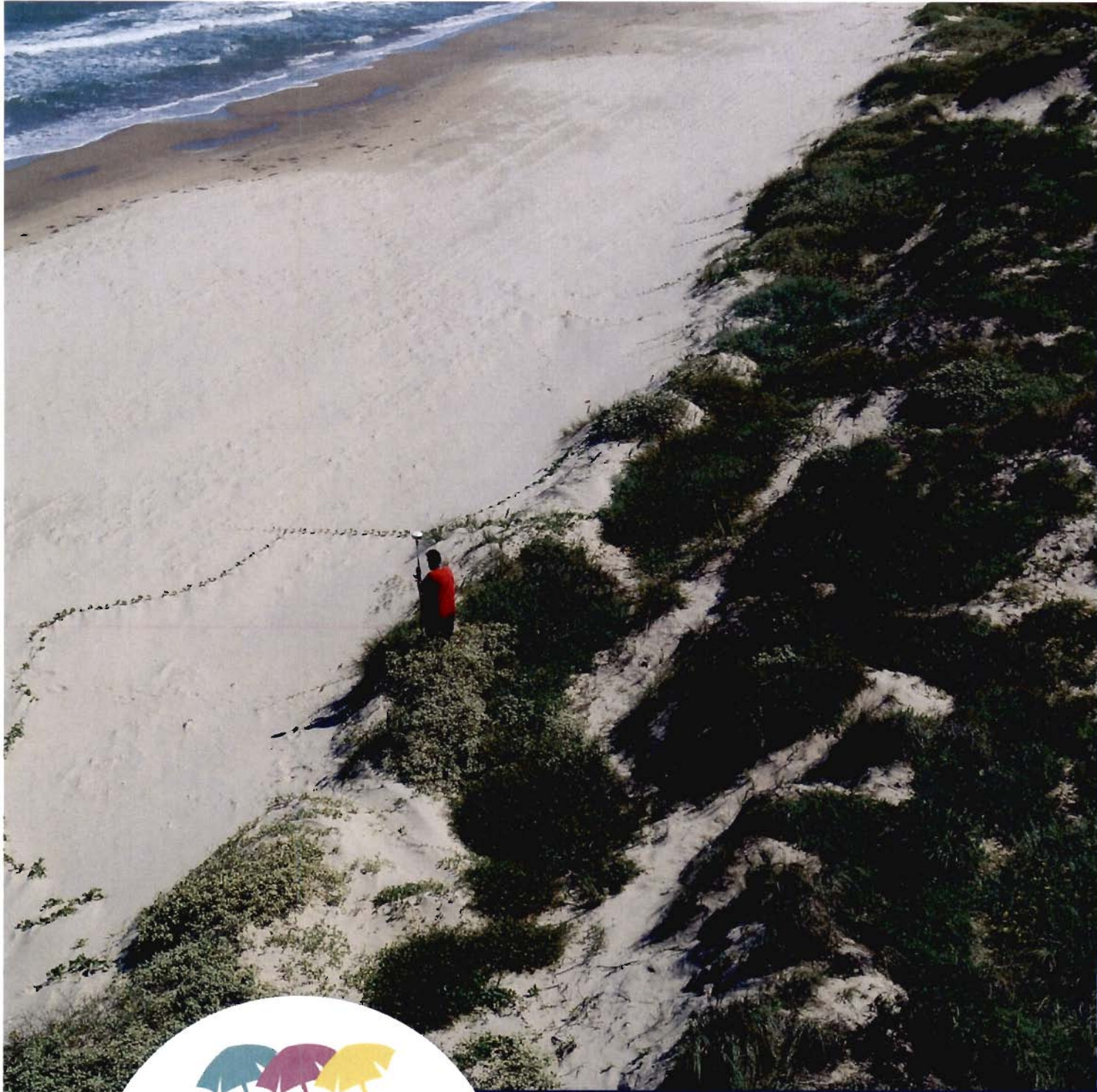
TEAM LEADER
Harrison McNeil, Hanson

NUMBER OF CHANGE ORDERS
0

YEAR OF THE WORK
2018



CLIENT EXPERIENCE



CLIENT EXPERIENCE

9-65

CLIENT EXPERIENCE



Various Shoreline Projects South Padre Island, Texas

Gulf Street Walkway Expansion

Designed improvements to existing wooden walkway at the North end of Gulf Boulevard connecting public parking area to beach access through city access easement. Pursued ADA variance in order to meet ADA requirements to minimize land constraints with surrounding property owners. Multiple designed were considered to meet the City's public access needs.

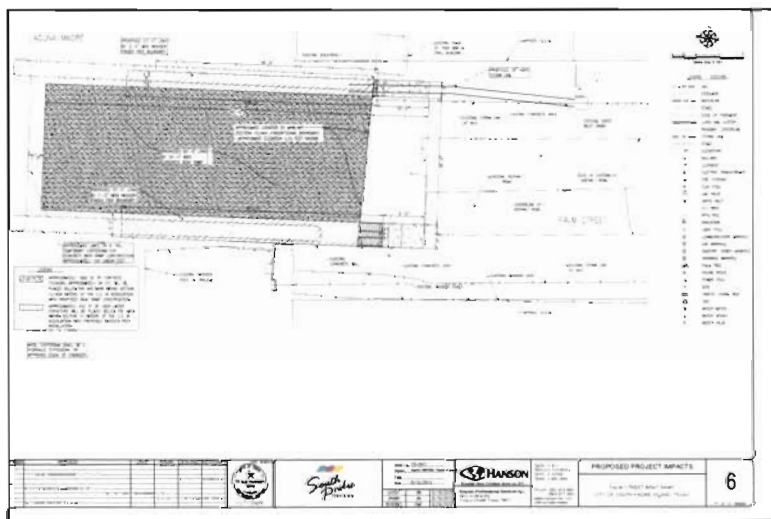


Sunset Beach Dune Walkover

Designed dune walkover to improve public beach access using existing concrete walkway of Parkshore Condominiums. Currently pursuing Texas GLO dune permit to authorize placement of walkover in critical dune zone. Design modifications were made to reflect existing walkovers designed by other firms. Overall configuration was modified to meet both ADA and GLO requirements. Walkover design will allow for revegetation of degraded dunes due to pedestrian traffic in this area. Incorporated coastal erosion rates to evaluate resiliency of the dune walkover.

West Palm Street Boat Ramp

Designed expansion of public boat ramp in order to allow for larger vessels to utilize the ramp. Obtained Nationwide permit from U.S. Army Corps of Engineers for minor dredging and letter of permission for access piers. Challenges faced included shallow draft of existing ramp, and designing around neighboring docks. New design will allow for two smaller vessels to be launched simultaneously or one large bay boat.



TEAM LEADER
Harrison McNeil, Hanson

NUMBER OF CHANGE ORDERS
0

YEAR OF THE WORK
Ongoing

CLIENT EXPERIENCE



John L. Tompkins Skate Park Improvement Design

South Padre Island, Texas

Hanson provided professional services for the South Padre Island Skate Park Improvements. These services were intended to provide the City of South Padre Island with preparation of plans and technical specifications for the proposed skate park at the John L. Tompkins Park located at the corner of Padre Blvd. and Sunset Drive, South Padre Island, Texas. Elements requested by the City included Elements requested for Skate Park:

- Quarter Pipe – narrow curved ¼ diameter (pipe) running the length of a top edge called a coping.
- Cradle – bowl or sphere turn on side to enable “carving”
- Bowl – similar to a swimming pool, with shallow and deep end
- Hand Rail – either extended from a staircase or installed on a wall
- Banks – wedge ramps, elevated flats, may be curved or straight

Landscaping:

- Grassy areas
- Trees – small, ornamental or tall for shade
- Shrubs, screening plants
- Drought tolerant
- Butterfly gardens
- Located on outside borders of skate park and walking track
- Landscaping on interior “island” of skate park

TEAM LEADER
Anna Aldridge, P.E., Hanson

NUMBER OF CHANGE ORDERS
0

YEAR OF THE WORK
2017



COST ESTIMATE ACCURACY



COST ESTIMATE ACCURACY

9-1-08

COST ESTIMATE ACCURACY



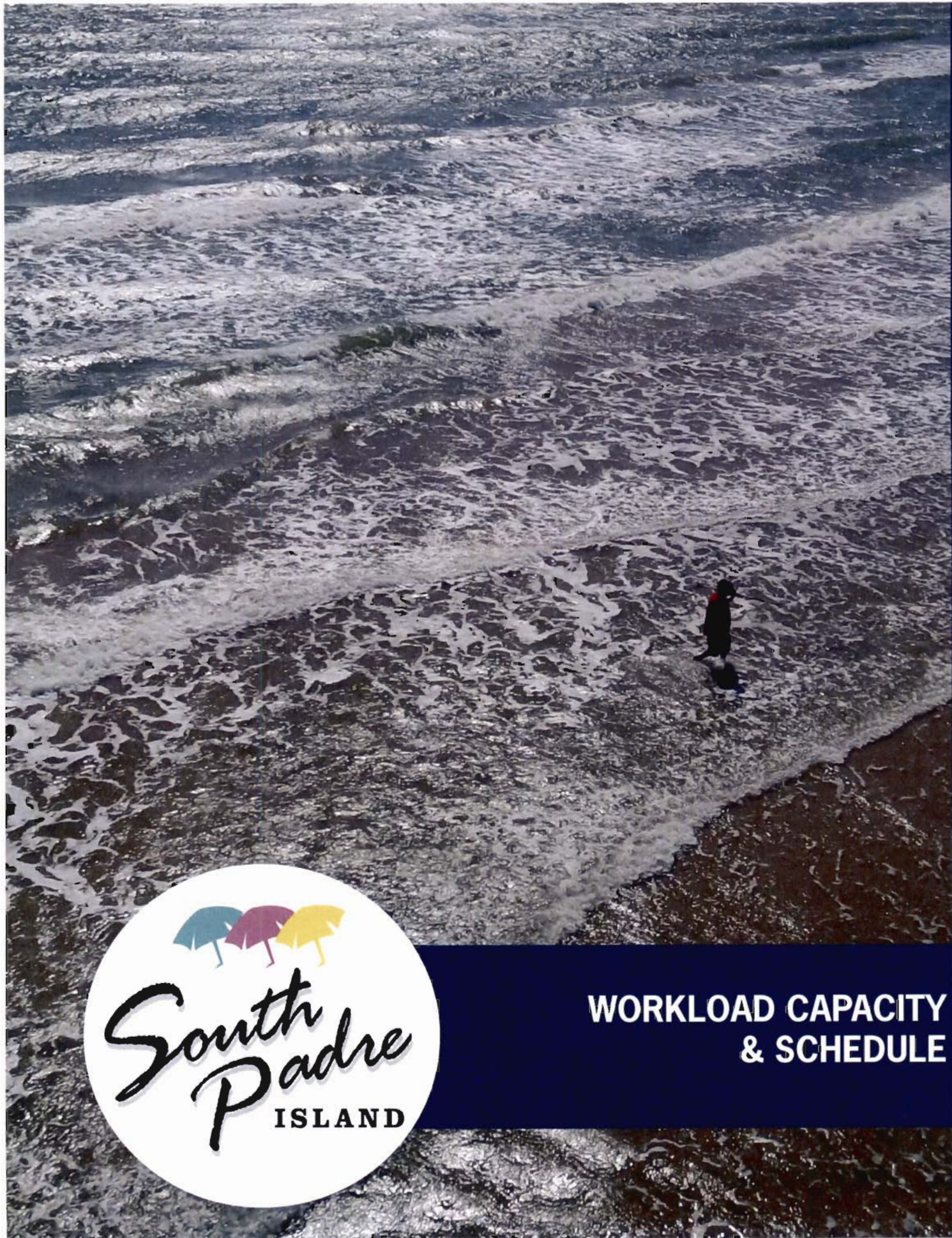
Project Name	Original Professional Fee	OPCC	Bid Tab	If Applicable, Measures Taken	Final Fee
Montes Castro Park	\$12,000.00	\$158,646.27	Low: \$160,179.23 High: \$228,807.65	See Below	\$12,000.00
Los Fresnos Nature Park Master Plan	\$82,966.00	\$186,5960.72	Low: \$166,628.00 High: 304,700.80	N/A	\$82,966.00
Cameron County Beach Monitoring	\$196,775.00	N/A*	N/A*	N/A*	\$196,775.00
Coastal Lands Resource Center	\$65,000.00	\$365,000.00	Low: \$364,500.00 High: 500,633.00	N/A	\$68,700.00
Virginia Point Wetland Protection	\$215,000.00	\$3,470,000	Bid Price: \$3,796,355	See Below	\$200,000.00
Various Shoreline Projects	\$89,950.77	N/A*	N/A*	N/A*	Ongoing
Skatepark Improvement Design	\$10,000.00	N/A*	N/A*	N/A*	\$10,000.00

***Professional Services Only. No construction cost available.**



Bid Measures Taken

In the event that the lowest bid is returned above the OPCC, Hanson has several tactics to reduce cost including reducing or changing the scope and reducing the quantity of work. The construction contractions are set up as a unit price and final quantities can be adjusted to match the available budget. The Hanson Project Team will be available to assist the client in the bidding of the project including; responding to pre-bid inquiries, issuing bid documents, submitting permit applications, conducting a pre-bid conference and reviewing construction bids received



**WORKLOAD CAPACITY
& SCHEDULE**

WORKLOAD CAPACITY & SCHEDULE



Team Capabilities

Hanson has assembled a team of qualified individuals in order to provide the services required and meet what is sure to be a fast schedule. Through our Project Manager and her management plan, which is outlined in the next section, the team will be guided through the process from initial client meeting to the acceptance of the final report. The Project Principal, Mr. John Michael, P.E., will also ensure that the assembled team has the required resources, capacity and availability to successfully complete the project.

Staff Availability & Workload

Our combined team for this project includes professionals with the ability to draw on combined company resources of more than 400 employees. As is apparent from the organizational chart, multiple local professionals cover the key disciplines cited in the RFQ. We specialize in performing quality work – on time and within budget. When only considering the local staffing numbers alone, the Hanson Team provides sufficient capacity to complete the numerous tasks expected not only on time, but also within budget. With a full complement of the national resources afforded to the local project team, there is no doubt Hanson has the extensive knowledge and expertise to provide the assistance to the City of South Padre.

Scheduling

The internal management of the project will be tracked utilizing an Earned Value Management System which tracks the three major components including Scope, Time and Costs. Hanson utilizes Earned Value Management via our internal software to plan accordingly and track the progression of the project. Through this system we are able to provide accurate forecasts of any project performance problems or issues, which is an important contribution for the management of the program. Through its use the areas of planning and control are significantly impacted and similarly, using the methodology improves the analysis of the overall project performance. Once a schedule and work plan are in place, the planning process can be finalized. At key intervals along the process, the Project Manager will check the status of the plan with input from the client and plan for adjusting accordingly to keep the projects scope, schedule and budget on track.

REFERENCES

Carlos Lastra, P.E.

City Engineer
404 E. Washington St.,
Brownsville TX 78520
956-541-1012

Mark Milum

City of Los Fresnos, City Manager
200 N. Brazil Street
Los Fresnos, TX 78566
956-233-5768

Ricardo Cavazos

City of Los Indios, Mayor
109 E 6th St,
Los Indios, TX 78567
956-399-4255

Agency References

Agency contacts associated with the projects in listed in grant funded experience:

- **TDA**, Joe Midura,
512-936-7880
- **TWDB**, Clay Schultz, Ph.D.,
512-463-8489
- **BECC**, Maria Elena Giner, P.E.,
877-277-1703
- **NADB**, Fernando Escarcega,
210-231-8000
- **USDA-RD**, Joe De Ochoa,
830-278-9503
- **TPWD**, Roxane Eley,
512-389-8109

PROPOSED APPROACH



PROPOSED APPROACH

9-12

PROPOSED APPROACH



An Integrated Approach

The bays, beaches, estuaries, and wetlands and drainageways of the Rio Grande Valley offer a rich and complex ecosystem of marine and wildlife habitat that support fishing, swimming, boating and world class birding opportunities for local citizens and visitors. These rich habitats complement each other and play an important part in the high quality of life available to local citizens and visitors.

An integrated approach is needed to protect the rich ecology and balance the controls. The Hanson Team has developed a work plan to describe our approach in fulfilling the Scope of Services outlined in the city's RFQ. A key element of our project approach is the detailed Work Plan Structure (WPS) for the project, which defines an individual project in terms of specific activities and milestones referred to as WPS elements. The WPS breaks down project activities in sufficient detail so that the work to be performed is clear, the budget and time required to conduct each activity is defined and can be monitored by the Project Manager and personnel conducting the work. This breakdown of project activities will be used to develop the project schedule for each individual project and will be utilized as an essential management tool for cost and schedule control. The tasks are outlined below:

Task 1. Conduct a Waters and Wetlands Delineation and Habitat Characterization of the Approximate 100-Acre Project Review Area

Existing site information, which may include recent and historical aerial photography, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory Maps, U.S. Geological Survey (USGS) topographic maps, USGS Geological Survey National Hydrography Data Set, U.S. Department of Agriculture (USDA) Natural Resources Conservation Service Soils Data, and Federal Emergency Management Act (FEMA) Floodplain Maps will be reviewed to assess current site conditions prior to conducting field work.

Hanson will perform a waters and wetlands delineation and habitat characterization of the approximate 100-acre Project Review Area to provide USACE with the current presence/absence of potential jurisdictional waters and wetlands. The waters and wetlands delineation will be performed in accordance with the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and the Atlantic Gulf Coast Regional Supplement. Locations and boundaries of potential jurisdictional waters and wetlands will be identified and recorded using Global Positioning System (GPS) equipment in accordance with USACE's Standard Operating Procedures (SOP) for Recording and Submitting Jurisdictional Delineations Using GPS and Global Information Systems (GIS) Tools and Technologies.

In addition to the waters and wetlands delineation, a marine tidal survey to determine the Annual High Tide (AHT) and Mean High Water (MHW) line elevations, will also be performed to establish USACE's lateral extent of Federal jurisdiction over tidal traditional navigable waters of the U.S. subject to Section 404 of the Clean Water Act (CWA) and Sections 10 of the Rivers and Harbors Act of 1899 (RHA). Determination of AHT and MHW line elevations will be performed by a marine surveying company (Naismith Marine Services). Hanson will provide a draft of the waters and wetland delineation report to Client for review and comment. After receiving approval from Client, Hanson will submit the delineation report to USACE for verification of delineated boundaries and receipt of an Approved Jurisdictional Determination (AJD).

During the waters and wetlands delineation, a survey for seagrass, oysters, and mangroves will also be conducted and these features recorded using GPS equipment. Results of the seagrass, oysters, and mangroves survey will be included within the delineation and habitat characterization report. Hanson will coordinate with USACE in attempt to facilitate issuance of the AJD. This task includes responding to minor information requests by USACE. If comments received require additional studies and/or field work, additional fees may be required.

PROPOSED APPROACH



Task 2. Develop USACE Permit Application

Hanson will prepare a permit application package including a cover letter, associated permit drawings, Department of the Army permit application form (ENG Form 4345), Coastal Management Program (CMP) Consistency Review Form, Alternatives Analysis, and TCEQ 401 Water Quality Certification Checklist and submit to USACE. A preliminary engineering design will be developed to generate permit level drawings. The preliminary design will not include final engineering design and specifications. If the project moves forwards, development of final engineering design and specifications can be provided to Client under a separate Task Order.

Task 3. Develop Mitigation Plan

Hanson will develop a mitigation plan to compensate for project-related impacts to jurisdictional areas that exceed one-tenth (.10) of an acre. Preparation of the mitigation plan will include consideration of several mitigation options, with the selection of the preferred option for development as the mitigation plan. Hanson will provide a draft mitigation plan to the Client for review and comment. After receiving approval from Client, Hanson will submit the mitigation plan to USACE for review and approval.

Task 4. Respond to Resource Agency and Public Comment

Hanson will develop a response to resource agency and public comments generated by the 30-day Public Notices (PN) and submit to USACE. If comments received require additional studies and/or field work, additional fees may be required.

Task 5. Coordination of USACE Permit Issuance

Hanson will coordinate with USACE in an attempt to facilitate issuance of the permit. This task includes responding to minor information requests by USACE. If comments received require additional studies and/or field work, additional fees may be required.

Task 6. Prepare and Submit Texas General Land Office Lease Application

Hanson will prepare and submit a Texas General Land Office (TGLO) coastal lease application to TGLO for review. The coastal lease application will include a cover letter, application form, and associated exhibits. Prior to submittal to TGLO, a draft of the coastal lease application will be provided to the Client for review and comment. Once reviewer's comments have been incorporated, Hanson will submit a final copy of the lease application to TGLO and coordinate with them to seek issuance of the coastal lease.

Task 7. Engineering Design of Park Improvements

Hanson will develop a Concept Plan to fit within construction budget and approval of the City and will attend preliminary conferences with City and other interested parties regarding the Project. Hanson will conduct geotechnical investigations including USCS soil classification, standard penetration test blow, compressive strengths, moisture contents, Atterberg limits, soil sieve analysis and groundwater data.

The geotechnical report will include building foundation design calculations and pavement design recommendations necessary for the preliminary design and cost estimating. Hanson will conduct necessary surveys of existing fields, structures, property boundaries and public rights-of-way, topography, utilities, or other field data required for project schematic and construction design plans. This in will also include establishing the necessary and appropriate level of horizontal and vertical control as needed during different phases of design and construction. Hanson will develop a hydrologic and hydraulic model of the existing site and proposed improvements to assess flooding impacts and design any proposed drainage improvements, if necessary. Hanson will prepare detailed construction plans, specifications, and contract documents for the construction, authorized by the City, in accordance with all State and Federal requirements. Estimates for probable construction cost of the authorized construction will be prepared.

PROPOSED APPROACH



Task 8. Construction Phase Engineering Services

Hanson will assist the City in the advertisement of the project for Bids and will attend the bid opening and tabulate the bid proposals, analyze the responsiveness of the bidders and make recommendations for awarding contract(s) for construction to the lowest responsive, responsible bidder(s). Prepare and coordinate approval of formal Contract Documents and coordinate issuance of Notice to Proceed.

Hanson will provide field surveys and office computations for construction control staking, including the staking of benchmarks and horizontal control references for the contractor to stake out work. Hanson will consult and advise City during construction; issue all instruction to the contractor requested by the City; and prepare and issue routine change orders with the City's approval. Prepare alternate designs or non-routine contract change orders that are necessary due to no fault of the Engineer and upon approval of the City.

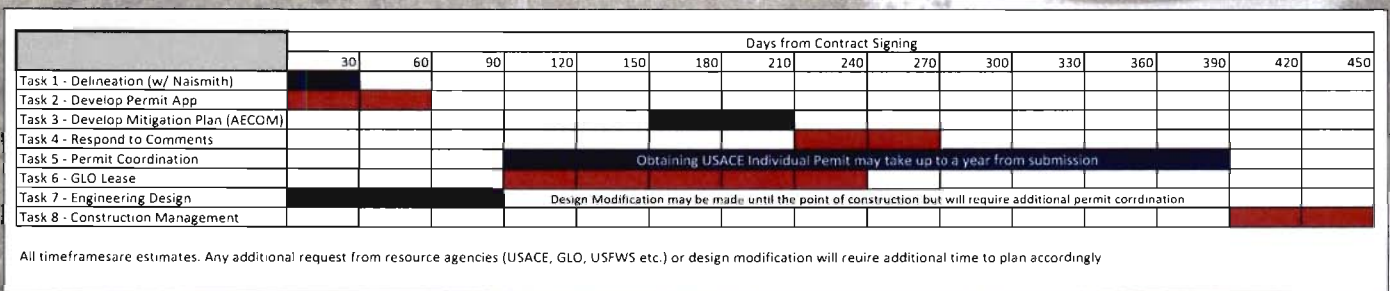
Hanson will review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, and other data, which the contractor submits. The Engineer shall review and approve, for conformance with the design concept all shop drawings and other submittals as required by the Contract Documents to be furnished by contractors. Periodic visits will be conducted, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with design plans and specifications.

A final inspection of the project will be conducted, accompanied by City representative(s), for compliance with Contract Documents, and submit recommendations concerning project status for City's final payment to the contractor. Prior to submission of recommendation for final payment on each contract, the Engineer shall submit a certificate of substantial completion of work done under that contract to the City and others, as required.

Hanson will revise the Contract Drawings (unless redrawing is required) from as-built drawings submitted by the contractor, to show the work as constructed. The Engineer shall provide the City with one set of reproducible records (as-built) drawings and two sets of prints. The contractor shall base such drawings on the resident project inspector's construction data and the construction records provided during the construction.

Schedule

Waters and wetlands delineation field work will be conducted within two weeks of authorization to proceed from the Client. The Waters and Wetlands Delineation Report will be completed two weeks after field work and submitted to client for review. USACE and GLO permit applications will be submitted within two months of authorization to proceed. Illustration below:



PROPOSED APPROACH



AECOM

Subconsultant Influence

The City of South Padre Island (SPI) Wind and Water Sports Park (Park) is an exciting, community-driven response. It aims to capitalize on and increase access to the pristine Laguna Madre and its value as a world-class silent water sports venue.

AECOM looks forward to the opportunity to help make this aspiration a reality by crafting an actionable mitigation strategy for the Park. While the City's initial drawings and specifications are indicative of a low-impact approach we foresee some mitigation measures needing to be undertaken. We understand that every square-foot of the ecosystem is highly valued by the local community and we seek to aid them in achieving proper beneficial offset to any potential impacts that may occur.

AECOM would work with the USFWS, USACE, NOAA, and other pertinent agencies as instructed in order to take a comprehensive approach to the mitigation effort. Using existing or provided surveys and delineation AECOM would identify the extent of mitigation to be achieved and set about providing options for how that can be accomplished.

Onsite mitigation and the argument against the "no action alternative" would be the most direct means of meeting this goal. The no-action alternative highlights the current conditions which involve unrestricted vehicular access across the tidally-influenced mudflats, a valuable nesting area for piping plover. In contrast the City's proposed park would limit the impact to the mudflats and could come with the condition that the remainder of the mudflats on the property be protected for the piping plover. The other alternatives will necessitate other property being set aside as mitigation, offsetting like-kind resources. This course of action could require coordination with Cameron County, USFW's Laguna Atascosa National Wildlife Refuge or private landowners.

AECOM would bring to bear a versatile team familiar with the SPI community and geography in order to help craft the necessary mitigation strategy. This team would build off the data made available by the primary consultant and the skills and historical and local knowledge possessed by the City staff. The end product would be a complementary mitigation strategy that will facilitate the development of SPI's Wind and Water Sports Park.

Work Percentages

Team Member	Assignment	Percentage of Time Allocated to Project
John Michael, P.E.	Project Principal	5%
Anna Smith, P.E.	Project Manager	5%
Paolina Vega, P.E.	Production Manager	15%
Chemaine Koester	Environmental	20%
Harrison McNeil	Environmental	20%
Rick Riggins, P.E., R.P.L.S.	Engineer & Survey	10%
Colton Phillip, P.E.	Project Engineer	20%
AECOM	Mitigation	15%
Naismith Marine	Tidal Survey	10%

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to submit this Proposal, that this Proposal has not been prepared in collusion with any other Respondent, and that the contents of this Proposal have not been communicated to any other Respondent prior to the official opening. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Respondent certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By:  Title: Project Manager

Typed Name: John A. Michael, P.E. Company Name: Hanson Professional Services Inc.

Phone No.: 361-814-9900 Fax No.: 361-814-4401

Email: JMichael@hanson-inc.com

Bid Address: 4501 Gollihar St. Corpus Christi, TX 78411
 P.O. Box or Street City State Zip

Order Address: 789 East Washington St. Brownsville, TX 78523
 P.O. Box or Street City State Zip

Remit Address: 4501 Gollihar St. Corpus Christi, TX 78411
 P.O. Box or Street City State Zip

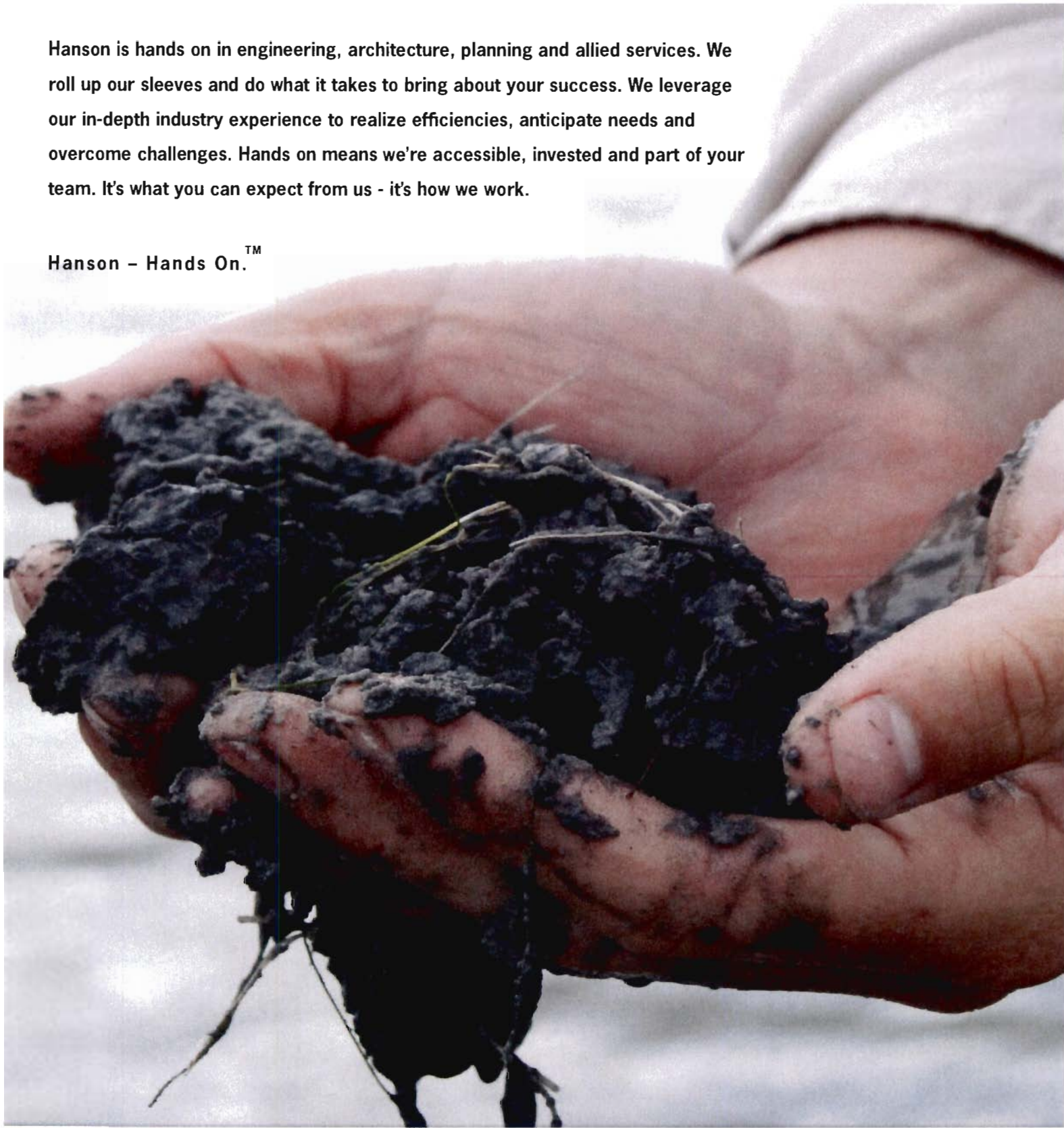
Federal Tax ID No.: 37-1301332

DUNS No.: 04-422-9284

Date: October 4, 2019

Hanson is hands on in engineering, architecture, planning and allied services. We roll up our sleeves and do what it takes to bring about your success. We leverage our in-depth industry experience to realize efficiencies, anticipate needs and overcome challenges. Hands on means we're accessible, invested and part of your team. It's what you can expect from us - it's how we work.

Hanson - Hands On.™



HANSON

Engineering | Architecture | Planning | Allied Services

9-78

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

MEETING DATE: October 16, 2019
NAME & TITLE: Ed Caum, CVB Director
DEPARTMENT: Convention and Visitor's Bureau

ITEM

Discussion and action to enter into an Interlocal Agreement with the University of Texas Rio Grande Valley and authorize the City Manager to execute the agreement.

ITEM BACKGROUND

In an effort to measure and assess the effectiveness of HOT funded special events throughout the city, this research study allows us to leverage the University of Texas Rio Grande Valley's business components.

BUDGET/FINANCIAL SUMMARY

Annual renewal in the amount of \$119,000 (\$59,000 base analytics and 12 special events at \$5,000 each, or \$60,000)

02-594-0530 Professional Services Budget

COMPREHENSIVE PLAN GOAL

Strategy 1.1.1.1: The City should adopt a marketing strategy and provide appropriate resources for developing tourism.

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Recommend renewal of contract and authorize City Manager to execute the contract.

10-1

INTERLOCAL COOPERATION CONTRACT

This **Interagency Cooperation Contract** (this "**Contract**") is entered into effective as of the date of the last signature ("**Effective Date**"), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: City of South Padre Island, Convention and Visitors Bureau

Performing Party: The University of Texas Rio Grande Valley, an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to conduct an Economic Impact Research Study of the Return on Investment of SPI-funded Special Events (the "**Project**"). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Background

Receiving Party receives Hotel Occupancy Taxes (HOT), some of which is used to stimulate tourist visits by helping to fund selected special events on the Island. However, whether additional HOT and other tax revenue attributable to the event exceeds the dollar amount provided to the event is unknown. The overall objective of this research is to determine the economic impact of each South Padre Island-funded special event as requested by the Receiving Party throughout the term of this agreement. A report of results, especially the Receiving Party's return on investment in the event, will be provided to the Receiving Party after the event.

Services

Performing Party will perform the following services in collaboration with Receiving Party ("**Services**"):

1. Conduct intercept interviews (surveys) of event attendees on-site at Receiving Party-funded events to determine spending patterns as needed;
2. Make available a standard online survey for event attendees to estimate their spending patterns while at the event;
3. Assist Receiving Party in aligning funding applications with return of investment criteria;
4. Compare event organizer-reported results with study results.

Services - Scope of Work and Methodology

Performing Party will obtain data through two surveys. Having the surveys hosted by Performing Party will assure survey takers that the survey is being conducted by an impartial, academic institution that will maintain respondents' confidentiality and assure data integrity. The study methodology and data collection efforts and event prospective respondents will be encouraged to participate in the surveys as described hereunder.

Service - Surveys

A standardized survey developed previously by Performing Party in coordination with Receiving Party will be made available for completion onsite and/or online for event attendees. The survey specifically designed for

10-2

event attendees to measure the economic impact of event attendees will be made accessible by Performing Party online and by on-site intercept interviews (surveys) as requested by Receiving Party. This survey will ask respondents to estimate their expenditures, including lodging, meals and entertainment, and activities while on the Island as a result of event attendance. Standard demographic characteristics and city of origin will also be assessed as needed. With the assistance of event organizers, the Receiving Party and the Performing Party, attendee participation in the survey will be encouraged by three methods: intercepts, promotions of the survey link, and a prize drawing.

- *Event intercepts* – Performing Party will place student field research teams at an event location and time to be determined in collaboration with the event organizers and the Receiving Party and as needed. Preference will be given to data collection at the end of the event rather than at the beginning to obtain a better perceptual measure of actual versus expected expenditures. Performing Party research teams will be responsible for approaching event attendees and inviting survey participation in a professional manner. On-site survey completion will be achieved through a mobile device or by hard copies of the survey.
- *Survey promotion* – Event organizers will be asked to encourage event attendees to participate in the survey, pre- and post-event, through various promotional efforts including event signage and email blasts as appropriate.
- *Incentive* – The Receiving Party or event promoter will provide an incentive for a drawing for respondents who complete the survey at each event. At the discretion of the Receiving Party, this incentive might comprise for example, a two-night stay at South Padre Island.

Services – Analysis and Reporting

The results of each special event study will be presented by the Performing Party in a report within one month after the event. The report will summarize the following:

- Key demographic characteristics of the event attendees;
- Estimated spending by expenditure category of event attendees while on the Island;
- A comparison of event organizer's estimate of economic impact of the event with the study's estimate of the return of investment for the event as available;
- An estimate of the return of investment for the event.

Performing Party will work closely with Receiving Party in developing and administering the surveys, however, survey research is always subject to improvement. After administering and reporting the first special event results, the survey and key criteria for evaluating the return on investment for special events may be adjusted and refined as needed.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

16-3

CONTRACT AMOUNT:

The total amount of this Renewal Contract is **\$59,000 annually, plus \$5,000 per each instance an interview team conducts survey at special events, not to exceed an 8-hour event day. An additional \$400 per hour will be charged for multiple day events.** Payment for services performed will be subject to the following payment schedule:

- \$40,000 shall be paid upon the development of Event Attendees and Lodging Managers surveys, metrics to establish the return of investment criteria.
- \$19,000 shall be paid upon data analysis and reporting of results of the first event to Receiving Party.
- \$5,000 shall be paid within 30 days after every instance that an interview team conduct surveys at special events.

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code*.

Payments made under this Contract (1) are based on cost recovery, (2) will fairly compensate Performing Party for the services performed under this Contract, and (3) will be made from current revenues available to Receiving Party.

TERM:

The term of this Contract begins on the Effective Date and expires on **November 30, 2022**.

NOTICES:

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: City of South Padre Island
Convention and Visitors Bureau
4601 Padre Blvd
South Padre Island, TX 78597
Attention: Susan Guthrie, City Manage

with copy to: Convention and Visitors Bureau
7355 Padre Blvd
South Padre Island, TX 78597
Attention: Keith Arnold, CVB Director

10-4

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Contract, if Performing Party intends to deliver written notice to Receiving Party pursuant to Section 2251.054, *Texas Government Code*, then Performing Party will send that notice to Receiving Party as follows:

with copy to: 1201 W. University Drive
ECOBE 124A
Edinburg, TX 78539-2909
Phone: (956) – 665-5007
Email: Arjun.Singh@utrgv.edu
Attention: A.J. Singh

with copy to: 1201 W. University Drive
EPHYS 1.168A
Edinburg, TX 78539-2909
Phone: (956) 665-3002
Email: sponpro@utrgv.edu
Attention: Office of Sponsored Programs: Post Award

or other person or address as may be given in writing by Receiving Party to Performing Party in accordance with this Section.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

OTHER PROVISIONS:

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Performing Party agrees that any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency that Performing Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Venue; Governing Law. The courts of Hidalgo County or Cameron County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon

10-5

the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "Public Information Act"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

PERFORMING PARTY:

By: _____
Title: _____

By: Karen Martirosyan, Ph.D.
Title: AVP for Research Enhancement

Date: _____

Date: _____

10-6

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

MEETING DATE: October 16, 2019

NAME & TITLE: Ed Caum, CVB Director

DEPARTMENT: Convention & Visitors Bureau

ITEM

Discussion and action to approve Trane for the emergency repairs of the Convention Centre air handlers in the amount of \$44,871.69, authorize the City Manager to execute the contract and approve budget amendment in amount \$45,000. from excess reserves.

ITEM BACKGROUND

The air handlers are 26 years old and are in need of emergency repairs. The bottom base of the interior are rusted.

BUDGET/FINANCIAL SUMMARY

Increase line item 06-565-1001 by \$45,000.

The current level of CVB excess reserves is approximately \$1.8 million.

COMPREHENSIVE PLAN GOAL

GOAL 3: The City shall maintain appropriate level of public services to meet the needs of future growth.

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Approve budget amendment.



Buyboard#552-17



Trane U.S. Inc. dba Trane
1240 North Vo Tech Drive, Ste
F Weslaco, TX 78596

Phone: (210) 792-1172
Service Contact: (210) 516-
1753

October 2, 2019

Joey Rodriguez
Supervisor
South Padre Island City of
4601 Padre Boulevard

Site Address:
South Padre Island Convention Center
7355 Padre Boulevard
SOUTH PADRE ISLAND, TX 78597
United States

SOUTH PADRE ISLAND, TX 78597 U.S.A.
(956) 433-1260
joey@sopadre.com

ATTENTION: Joey Rodriguez

PROJECT NAME: AHU Replacements SPI Convention Center

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

OLD EQUIPMENT LIST

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Indoor Modular Climate Changer air	1	Trane	MCCA010GBB	K91G26416	Admin Offices
Indoor Modular Climate Changer air	1	Trane	MCCA012GBB	K91G26418	Theatre Room

SCOPE OF SERVICE

Trane proposes to provide labor and materials to replace split system air handler units feeding the Theatre and admin offices.

Includes:

- Replacement of Outside air ductwork, dampers, and actuators
- Replacement of Trane controls
- Replacement of Variable Frequency Drive for Admin offices AHU
- Replacement of TXVs

11-2

Trane Equipment

- 460/60/3
- Factory mounted controls
- Duct static pressure sensor, factory-provided, ships loose for field install (Fld) – were required
- Electric Duct Heater to match existing KW (Fld) – where required
- Standard - door on motor side
- Stainless Steel Drain Pans
- cooling coil section / Fan Discharge section

SERVICE FLOWS

- Recover refrigerant
- Lock and tag out electrical
- Disconnect High Voltage electrical wiring from unit
- Disconnect control wiring
- Remove and demolish existing air handler
- Install new Trane Air Handler
- Flush line sets to work with new Refrigerant R410A & install new TXV's at indoor coil
- Install new filter driers
- Connect copper lines to new condensing unit
- Pressure test & ensure no leaks
- Connect existing electrical to new Trane unit
- Connect existing control wiring to new unit
- Remove lock and tag out on electrical and control wiring
- Check for proper electrical phasing and change wiring as required
- Start unit and charge with R410A
- Ensure proper operation

PRICING AND ACCEPTANCE

TOTAL PRICE:.....44,871.69 USD

CLARIFICATIONS

- 1. Applicable taxes are not included and will be added to the invoice.
- 2. Any service not listed is not included.
- 3. Work will be performed during normal Trane business hours.
- 4. This proposal is valid for 30 days from October 2, 2019.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Jose M Rivera
Account Manager
Cell: (210) 792-1172

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

<p>CUSTOMER ACCEPTANCE</p> <p>_____</p> <p>Authorized Representative</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Purchase Order</p> <p>_____</p> <p>Acceptance Date</p> <p>Trane's License Number: TACLA00022361C</p>

11-4

11-5



IMG_1097.jpg



IMG_1096.jpg

10/2/2019



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

MEETING DATE: October 16, 2019

NAME & TITLE: Claudine O'Carroll, Chief of Police

DEPARTMENT: Police Department

ITEM

Discussion and action to authorize the City Manager to approve an agreement with Motorola Solutions, Inc. for maintenance services for the police communication console in Dispatch.

ITEM BACKGROUND

Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure satisfaction. They oversee the execution of the support contract (maintenance or warranty) by serving in the role of customer advocate, as a point of contact for issue resolution and escalation monitoring of contractual performance.

BUDGET/FINANCIAL SUMMARY

Line item 01-521-0410 \$13,736.29

COMPREHENSIVE PLAN GOAL

Chapter 8 – Implementation

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

Recommend approval.



SERVICE AGREEMENT

1299 E Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number: USC000005930
Contract Modifier: R12-FEB-19 20:07:28

Date: 16-AUG-2019

Company Name: South Padre Island, City Of
Attn.: Randy Smith
Billing Address: S Padre Island, City Of 4501 Padre Blvd
City, State, Zip Code: South Padre Island, TX 78597
Customer Contact: Randy Smith
Phone: 956-761-3069

P.O.#: N/A
Customer #: 1036070647
Bill to Tag#: 0001
Contract Start Date: 01-OCT-2019
Contract End Date: 30-SEP-2020
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV00S00155A	LOCAL DEVICE SUPPORT	\$59.73	\$716.75
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$67.01	\$804.08
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$57.84	\$694.09
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$46.38	\$556.59
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$84.52	\$1,014.26
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$46.28	\$555.31
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$782.93	\$9,395.21
Sub Total			\$1,144.69	\$13,736.29
Taxes			\$0.00	\$0.00
Grand Total			\$1,144.69	\$13,736.29
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

Subcontractor(s)	City	State
Technical Support Operations	Schaumburg	IL
Network Management Operations	Schaumburg	IL
South Texas Communication Inc	Mcallen	TX
Call Center Operations	Schaumburg	IL
Infrastructure Depot Operations IDO	Elgin	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE City Manager TITLE DATE

12-2

Randy Smith

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

RICHARD RUSSEK

(832)3611002

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : South Padre Island, City Of
Contract Number : USC000005930
Contract Modifier : R12-FEB-19 20:07:28
Contract Start Date : 01-OCT-2019
Contract End Date : 30-SEP-2020

Revised June 16, 2018

12-3



Contract Approval Form

NEW
 RENEWAL

This form is to be used to route contracts through the review and approval process and must be attached to the contract when presented to the City Attorney for review and to the City Manager/City Council for approval.

Contract Summary (Highlights the important features and purpose of the contract):

Motorola Solutions, Inc. - Agreement for Lease of Police dispatch consolette (since 2015)

Contract Beginning Date: updated November 2018 Contract End Date: 09/31/20
 Dollar Value of Contract: 13,736.29 GL Account Affected: --521-0410
 Parties: City of South Padre Island Vendor Name: Motorola Solutions, Inc.
 Department: Police

DEPARTMENT	CITY ATTORNEY	FINANCE	CITY MANAGER	CITY SECRETARY
I have read this contract, provided the contract summary and recommend approval. <div style="text-align: center;"> Signature of Department Director Date: <u>9/16/19</u> </div>	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected <div style="text-align: center;"> Signature of City Attorney Date: _____ </div>	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Procurement Process Approved <input type="checkbox"/> Sealed Bids <input type="checkbox"/> RFP/RFQ <input type="checkbox"/> Quotes <input type="checkbox"/> Other <div style="text-align: center;"> Signature of Chief Financial Officer Date: _____ </div>	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Procurement Process Approved <input type="checkbox"/> Sealed Bids <input type="checkbox"/> RFP/RFQ <input type="checkbox"/> Quotes <input type="checkbox"/> Other <div style="text-align: center;"> Signature of City Manager Date: _____ </div>	<input type="checkbox"/> City Council Date: _____ <input type="checkbox"/> CVAB Date: _____ <input type="checkbox"/> Fully signed contract (received) <div style="text-align: center;"> Signature of City Secretary Date: _____ </div>

Notarized Form 1295 - Texas Ethics Commission

Received: n/a
 Acknowledged: n/a

This contract must follow Purchasing Policy and Procedures.

12-4

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

Revised June 16, 2018

12.5

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any

Revised June 16, 2018

12-6

other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Revised June 16, 2018

12-7

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9. This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

12-8



MOTOROLA SOLUTIONS

MOTOROLA CUSTOMER SUPPORT PLAN

Prepared For:

SOUTH PADRE ISLAND, CITY OF
S PADRE ISLAND, CITY OF 4501
PADRE BLVD
SOUTH PADRE ISLAND, TX 78597

TABLE OF CONTENTS

1. Introduction
2. Glossary of Terms
3. Warranty and/or Service Information
4. Contacts Details: Customer & Motorola Solutions
5. List of Available Services
6. How to Obtain Services with Site Summary

1. Introduction

Your Customer Support Plan contains everything you need to know to take advantage of the services provided in your contract. This support plan was designed to help transition you from the pre-sales, staging, and installation phases to the delivery of life cycle support services for your system. Motorola supports your communication system with several expert service groups, each performing a specific function and working together to provide you with fast response and quick closure to issues.

The Terms and Conditions of customer contract agreement will take precedence over this Customer Support Plan. In case of any contradiction, please contact the Motorola representative(s)

Please take a moment to review this Customer Support Plan. Your Customer Support Manager can answer any further questions you may have.

2. Glossary of Terms and Acronyms

Case Number	The number assigned to a customer's request for service. The Call Center electronically tracks all Case Numbers to assure customer satisfaction.
CSM	Customer Support Manager
CSP	Customer Support Plan
ETA	Estimated time of arrival is an estimate of when the field technician will arrive at the customer's site.
FRU	A Field Replaceable Unit which is any module or board which can be removed from a piece of fixed equipment and exchanged with an identical module or board.
IDO	Infrastructure Depot Operations
Local Service Provider	A Customer authorized service provider or a Motorola Field Technical Representative
MSD	Motorola Service Desk
Response	Response times are defined as having an on-site technician, or a remote systems support specialist having taken assignment of the issue and working on the system.
RSC	Radio Service Center – Subscriber repair center
SCC	System Component Center - Systems Repair Center
SSC	System Support Center
Severity	Each incoming call is assigned a severity level of Severity One, Two, Three and Four. Severity levels determine the Response Time Commitments.

3. Warranty and/or Service Agreement Information

Customer Number: 1036070647
Billing Tag : 0001

Service Agreement Information

Service Agreement number : USC000005930
Service Agreement Modifier : R12-FEB-19 20:07:28
Service Agreement start date: 01-OCT-2019
Service Agreement end date : 30-SEP-2020

12-13

4. Motorola Solutions and Customer Contacts

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of your support contract (maintenance or warranty) by serving in the role of customer advocate. They serve as a point of contact for issue resolution and escalation, monitoring of our contractual performance, providing review and analysis of process metrics and fostering a relationship for continuous improvement with customers.

Any changes to the information in this document should be communicated to your Customer Support Manager as soon as possible.

Your Customer Support Manager is	Richard Russek
Phone:	832-361-1002
Email:	HBR784@motorolasolutions.com

Account Manager

Your Account Manager serves as your contact for information on new products and services, expansion of communications to meet growth needs for your organization, and ensure your satisfaction

Your Account Manager is:	Juan Craig
Phone:	
Email:	pqnt36@motorolasolutions.com

Key Customer Contacts

Please contact CSM if any of the information provided below has changed.

Primary Address:

South Padre Island, City Of
S Padre Island, City Of, 4501 Padre Blvd
South Padre Island, TX 78597

Customer Communications Director:

Name : Randy Smith
Phone: 956-761-3069
Email : rsmith@myspi.org

Service Escalations:

Name : Randy Smith
Phone: 956-761-3069
Email : rsmith@myspi.org

Customer Technician Dispatch Contacts:

Technician Contacts:

Security Update Service Notifications:

ECase Management:

12-15

5. Overview of Service Descriptions

This section briefly describes the services **SOUTH PADRE ISLAND, CITY OF** will receive under your contract. For further details, on the terms of your contract or your contracted Statement of Work, please contact your Customer Support Manager or Account Manager.

Technical Support

Network Monitoring Service

Dispatch Service

Network Preventive Maintenance 1

OnSite Infrastructure Response-Premier

Infrastructure Repair with Advanced Replacement

12/16

6. How to Obtain Contracted Sold Services

Service Calls will be used for many customer initiated requests. The information provided during the service call will be type of request.

To Place a Service Call...

Step	What you need to do:	Information to Provide
1	Call Motorola Call Center Operations	800-323-9949
2	Provide Your Customer Name	SOUTH PADRE ISLAND, CITY OF
3	Type of Request	"I would like to open a service call" : Incident/Service Request /Technical Question
4	Provide System & Site ID #	Refer to Site Summary
5	Identify the Severity Level	See Severity Table below
6	Your Name and Telephone Number	
7	Description of the Issue	As detailed as possible
8	Record the Service Case Number provided to you by the Customer Support Representative for service call tracking purposes.	
	If on site support is required to resolve the service request, the Customer Support Representative will dispatch the appropriate local field service provider.	
	To inquire on the Status of a Service Call...	
1	Call Motorola Call Center Operations	800-323-9949
2	Provide Your Customer Name	SOUTH PADRE ISLAND, CITY OF
3	Provide Type of Request	"I would like to check on the status of a Issue."
4	The Service Case number assigned at the time the service call was opened.	The number you documented in Step #8

Severity Level Definitions

Severity Level Matrix	
These definitions are different based on technology and geography – Kindly check with local operations team to get the definitive list	
Severity Level	Problem Type (If applicable)
Severity 1	Major System Failure Dispatched 7 x 24 x 365 days. 33% degraded
Severity 2	Significant System Impairment Dispatched 8 x 5 Monday - Friday, standard business days
Severity 3	Technical Question = Upgrades or intermittent problems, System problems presently being monitored Parts Question Technician is not on site, has questions concerning a problem. Work to be performed at a later time. 8 x 5 Monday - Friday, standard business hours
Severity 4	Scheduled Maintenance, Scheduled upgrades

NOTE: The above severity level definitions do NOT apply to the Managed ISSI service. Please refer to the Managed ISSI Statement of Work (SOW) for applicable severity definitions

12-18

12-19

SSC Site Summary with Services

SITE ID	SITE NAME	SITE ADDRESS	SERVICE PROVIDER	N P M 1	N M	T S	I R	O I R P	D I S	I R A R
SZ02B51053	South Padre Police Dispatch	S PADRE ISLAND, CITY OF, 4601 PADRE BLVD, SOUTH PADRE ISLAND, TX 78597	South Texas Communication Inc McAllen, TX	X	X	X	X	X	X	X

Acronym	Meaning
DIS	Dispatch
IR	Infrastructure Repair
IRAR	Infrastructure Repair with Advanced Replacement
NM	Network Monitoring
NPM1	Network Preventive Maintenance - Level 1
OIRP	Onsite Infrastructure Repair - Premier
TS	Technical Support

level

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

MEETING DATE: October 16, 2019

NAME & TITLE: Susan Manning, City Secretary

DEPARTMENT: City Manager's Office

ITEM

Discussion and action to consider cancelling or rescheduling the December meetings and January 1, 2020 regular City Council meeting due the holidays.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

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

RECOMMENDATIONS/COMMENTS

13-1