

**NOTICE OF ECONOMIC DEVELOPMENT CORPORATION REGULAR MEETING  
CITY OF SOUTH PADRE ISLAND**

**TUESDAY, FEBRUARY 15, 2022**

9:00 AM 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 Pledge to the Texas Flag

3. Public Comments and Announcements

*This is an opportunity for citizens to speak to Council relating to agenda or non-agenda items. Speakers are required to address Council at the podium and give their name before addressing their concerns. [Note: State law will not permit the City Council to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to City Staff or may be placed on the agenda of a future City Council meeting]*

4. Approve Consent Agenda

4.1. Discussion and action to approve the minutes from the January 18, 2022 meeting

4.2. Approve the EDC Financials for the month of January 2022

5. Regular Agenda

5.1. Election of Officers for 2022

-President

-Vice-President

-Secretary/Treasurer

5.2. Update on the Deep Water Marina Project (Gayle Hood)

5.3. Birding and Nature Center Manager's Report including operations, admissions, marketing and events

5.4. Discussion and possible action to approve the Birding and Nature Center December 2021 Financials

5.5. Discussion regarding the South Padre Island Birding and Nature Center 2022 annual budget

Agenda: FEBRUARY 15, 2022

- 5.6. Executive Director's Activity report including economic indicators, Sand Dollars for Success, Art Business Incubator, Aquarium and Butterfly Pavilion, and the six month review of the Lease and Operating Agreement with the Birding Center
- 5.7. Discussion to reschedule the March 2022 Board meeting date

## 6. Adjourn

### NOTE:

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

DATED FEBRUARY 11, 2022

\_\_\_\_\_  
Darla Lapeyre, Executive Director

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE ECONOMIC DEVELOPMENT CORPORATION 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 **FEBRUARY 11, 2022**, AT/OR BEFORE 9:00 AM AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

\_\_\_\_\_  
Darla Lapeyre, Executive Director

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, GEORGE MARTINEZ AT (956)761-8103.

**CITY OF SOUTH PADRE ISLAND  
ECONOMIC DEVELOPMENT CORPORATION  
AGENDA REQUEST FORM**

**MEETING DATE:** February 15, 2022

**NAME & TITLE:** Darla Lapeyre, EDC Director

**DEPARTMENT:** Economic Development Council

**ITEM**

Discussion and action to approve the minutes from the January 18, 2022 meeting

**ITEM BACKGROUND**

The minutes are attached for your review and approval

**BUDGET/FINANCIAL SUMMARY**

n/a

**COMPREHENSIVE PLAN GOAL**

n/a

**LEGAL REVIEW**

Sent to Legal:

Approved by Legal:

**RECOMMENDATIONS/COMMENTS:**

**CITY OF SOUTH PADRE ISLAND  
ECONOMIC DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS**

**MINUTES**

Regular Meeting  
January 18, 2022

**1. CALL TO ORDER**

A regular meeting of the Board of Directors of the City of South Padre Island Economic Development Corporation was held on Tuesday, January 18, 2022 at the South Padre Island Paul Y. Cunningham, Jr. Municipal Building, 2<sup>nd</sup> floor, 4601 Padre Blvd., South Padre Island, Texas 78597. President Ken Medders, Jr. called the meeting to order at 9:00 a.m. Other Board members present were Vice-President Kevin Miller, Secretary/Treasurer Tom Bainter, and Directors Glenda George, Gayle Hood, and Lynne Tate. Also present were Executive Director Darla Lapeyre, City Council member Lydia Caballero, South Padre Island Birding and Nature Center President Marv Esterly, Manager Cristin Howard, and Naturalist Javier Gonzalez. Friends of RGV Reef representatives Daniel Bryant and Curtis Hayungs were also in attendance. Greg Weykamp with Edgewater Resources and Johnathan Hall with CPOA Carr, Riggs and Ingram attended virtually with Google meet.

**2. PLEDGE OF ALLEGIANCE AND PLEDGE TO THE TEXAS FLAG**

**3. PUBLIC COMMENTS AND ANNOUNCEMENTS**

Marilyn Lorenz commented on the Birding Center operations and manager. Hector Ramos reported the hospital will have a groundbreaking as soon as they have the building permits.

**4. APPROVE CONSENT AGENDA**

**4.1. Approve the minutes from the workshop on December 17, 2021 and the special meeting on December 17, 2021**

**4.2 Review the EDC financial reports for November and December 2021**

Upon a motion from Kevin Miller and a second by Tom Bainter, the Board unanimously approved the consent agenda.

**5. REGULAR AGENDA:**



### **5.1. Update and discussion regarding the Deep Water Marina Feasibility Study from Greg Weykamp with Edgewater Resources**

Greg Weykamp reported on the latest draft of the feasibility study. He will also present to City Council on 1-19-22 and will take the feedback and produce the final report. .

### **5.2 Update and discussion from the Friends of RGV Reef on the artificial reef project**

Curtis Hayungs and Daniel Bryant gave an update on the progress of the artificial reef and their plans to enhance the project in 2022.

### **5.3 Discussion and possible action to approve an invoice from Friends of RGV Reef dated 12/22/21 in the amount of \$50,000 to assist in loading and marine transport of materials to the nursery section of the artificial reef**

Upon a motion from Tom Bainter and a second by Kevin Miller the Board unanimously approved the Friends of RGV Reef invoice in the amount of \$50,000.

### **5.4 Manager's report from the South Padre Island Birding and Nature Center Manager including operations, maintenance, admissions and events**

The manager, Cristin Enholm gave her report to the Board. The naturalist, Javier Gonzalez also gave a report.

### **5.5 Discussion and possible action to approve the financial reports for the Birding and Nature Center for the month of November 2021**

CPA Johnathan Hall presented the financials to the Board. Upon a motion from Tom Bainter and a second by Gayle Hood the Board approved the November financials.

### **5.6 Executive Director's Activity Report including economic indicators, project updates, and upcoming events**

Ms. Lapeyre gave her report including record sales tax revenue for the month of November as well as Occupancy Tax revenue for the month of November. Other indicators were presented including building permits and property tax. Projects discussed were Sand Dollars for Success and the Art Business Incubator.

## **6. ADJOURNMENT**

There being no further business, the meeting was adjourned at 10:25 a.m.

S E A L

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Darla Lapeyre  
Executive Director

APPROVED:

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Ken Medders, Jr.  
President

**CITY OF SOUTH PADRE ISLAND  
ECONOMIC DEVELOPMENT CORPORATION  
AGENDA REQUEST FORM**

**MEETING DATE:** February 15, 2022

**NAME & TITLE:** Darla Lapeyre, EDC Director

**DEPARTMENT:** Economic Development Council

**ITEM**

Approve the EDC Financials for the month of January 2022

**ITEM BACKGROUND**

The EDC financials are attached for your review and approval

**BUDGET/FINANCIAL SUMMARY**

n/a

**COMPREHENSIVE PLAN GOAL**

n/a

**LEGAL REVIEW**

Sent to Legal:

Approved by Legal:

**RECOMMENDATIONS/COMMENTS:**



# Memo

**To:** South Padre Island Economic Development Corporation Board of Directors

**From:** Rodrigo Gimenez, Chief Financial Officer  
City of South Padre Island

**CC:** Darla Lapeyre, Executive Director of the EDC

**Date:** February 9, 2022

**Re:** January 31, 2022 Operating Statement

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The January 31, 2022 Operating Statement for the South Padre Island Economic Development Corporation as well as the Balance Sheet as of January 31, 2022 are attached for your review.

Sales Tax amounts include the December tax collections sent to the State of Texas in January and distributed to local governments in February. This February allocation payment is accrued for financial statement presentation purposes in the January Operating Statement.

Please contact me at [rgimenez@MYSPI.org](mailto:rgimenez@MYSPI.org) at your earliest convenience should you have any questions.

**City of South Padre Island**  
**Economic Development Corporation**  
**Balance Sheets**  
**January 31, 2022/2021**

<b>EDC FUND</b>			
<b>Assets</b>		<b>2022</b>	<b>2021</b>
Cash and Cash Equivalents	\$	1,026,531	\$ 602,453
Investments		399,400	390,198
Receivables - Sales Tax		80,699	67,206
Revolving Loan Receivable		-	7,354
<b>Total Assets</b>	<b>\$</b>	<b>1,506,630</b>	<b>\$ 1,067,211</b>

**Liabilities and Fund Balance**

Deferred Revenue	\$	-	\$ 7,354
TMRS		423	362
Guardian		17	-
<b>Total Liabilities</b>		<b>440</b>	<b>7,716</b>
Fund Balance	\$	1,506,190	\$ 1,059,495
<b>Total Liabilities and Fund Balance</b>	<b>\$</b>	<b>1,506,630</b>	<b>\$ 1,067,211</b>

<b>BNC FACILITY RESERVE</b>			
<b>Assets</b>		<b>2022</b>	<b>2021</b>
Cash and Cash Equivalents	\$	201,838	\$ 141,685
<b>Total Assets</b>	<b>\$</b>	<b>201,838</b>	<b>\$ 141,685</b>

**Liabilities and Fund Balance**

<b>Total Liabilities</b>	\$	-	\$ -
Fund Balance		201,838	141,685
<b>Total Liabilities and Fund Balance</b>	<b>\$</b>	<b>201,838</b>	<b>\$ 141,685</b>

**City of South Padre Island**  
**Economic Development Corporation**  
**Statements of Revenues, Expenditures and Changes in Fund Balance**  
**January 31, 2022/2021**

EDC FUND				
	2022		2021	
	Budget	Actual	Actual	
Revenues				
Sales Tax	\$ 910,000	\$ 353,165	\$	288,355
Interest Revenue	500	470		1,668
Revolving Loan Revenue	-	-		4,126
Miscellaneous Revenue	-	-		6,067
Lease Proceeds -BNC Rent	12,000	4,000		-
Total Revenue	922,500	357,635		300,216
Expenditures				
General Administrative Expenses	861,752	189,652		105,941
Debt Service Transfer	396,650	132,214		129,350
BNC Maintenance Expenses	70,000	45,952		51,087
BNC Facility Transfers	34,098	11,366		25,347
Total Expenditures	1,362,500	379,184		311,725
Excess (Deficiency) of Revenues Over				
(Under) Expenditures	(440,000)	(21,549)		(11,509)
Fund Balance - Beginning	1,527,739	1,527,739		1,071,004
Fund Balance - Ending	\$ 1,087,739	\$ 1,506,190	\$	1,059,495

BNC FACILITY RESERVE						
	2022		2021			
	Budget		Actual			
Revenues						
Transfers From EDC	\$	34,098	\$	11,366	\$	25,347
Total Revenue		34,098		11,366		25,347
Expenditures						
Building & Structure Per Facility Reserve						
Study		34,098		-		3,376
Total Expenditures		34,098		-		3,376
Excess (Deficiency) of Revenues Over						
(Under) Expenditures		-		11,366		21,971
Fund Balance - Beginning		190,472		190,472		119,714
Fund Balance - Ending	\$	190,472	\$	201,838	\$	141,685

FUND :80 -ECONOMIC DEVELOPMENT CORP

## SCHEDULE OF BUDGETED, ACTUAL AND ENCUMBERED EXPENDITURES

DEPARTMENT : DEPT 580 - EDC

NOTATION :

ACCOUNT	ACCOUNT	-- MONTH --	-----	YEAR TO DATE	-----	CURRENT		BUDGET
NUMBERS	DESCRIPTION	EXPENDITURES	ENCUMBRANCES	EXPENDITURES	TOTALS	MODIFIED	UNENCUMBERED	PERCENT
=====	=====	=====	=====	=====	=====	BUDGET	BALANCE	REMAINING
=====	=====	=====	=====	=====	=====	=====	=====	=====
<u>PERSONNEL SERVICES</u>								
580-0010	SUPERVISION	6,000.00	0.00	23,788.80	23,788.80	78,509.00	54,720.20	69.70
580-0020	CLERICAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0040	TEMPORARY EMPLOYEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0060	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0070	FICA	87.48	0.00	363.46	363.46	1,363.00	999.54	73.33
580-0080	TMRS	915.93	0.00	2,429.38	2,429.38	9,651.00	7,221.62	74.83
580-0081	GROUP INSURANCE	144.70	0.00	916.63	916.63	8,056.00	7,139.37	88.62
580-0083	WORKERS COMPENSATION	0.00	0.00	112.37	112.37	160.00	47.63	29.77
580-0084	UNEMPLOYMENT TAX	0.00	0.00	0.00	0.00	162.00	162.00	100.00
580-0085	LONGEVITY	0.00	0.00	1,145.00	1,145.00	1,500.00	355.00	23.67
		=====	=====	=====	=====	=====	=====	=====
		7,148.11	0.00	28,755.64	28,755.64	99,401.00	70,645.36	71.07
		=====	=====	=====	=====	=====	=====	=====

GOODS AND SUPPLIES

580-0101	OFFICE SUPPLIES	0.00	0.00	115.09	115.09	600.00	484.91	80.82
580-0102	LOCAL MEETINGS	0.00	0.00	36.97	36.97	500.00	463.03	92.61
580-0107	BOOKS & PUBLICATIONS	0.00	0.00	0.00	0.00	200.00	200.00	100.00
580-0108	POSTAGE	0.00	0.00	0.00	0.00	100.00	100.00	100.00
580-0150	MINOR TOOLS & EQUIPM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0180	INFORMATION TECHNOLO	0.00	0.00	0.00	0.00	800.00	800.00	100.00
		=====	=====	=====	=====	=====	=====	=====
		0.00	0.00	152.06	152.06	2,200.00	2,047.94	93.09
		=====	=====	=====	=====	=====	=====	=====

MISCELLANEOUS SERVICES

580-0501	COMMUNICATIONS	50.00	0.00	200.00	200.00	600.00	400.00	66.67
580-0502	LOAN REV EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0513	TRAINING EXPENSE	0.00	0.00	635.00	635.00	1,800.00	1,165.00	64.72
580-0520	INSURANCE	0.00	0.00	0.00	0.00	2,000.00	2,000.00	100.00
580-0530	PROFESSIONAL SERVICE	500.00	0.00	676.25	676.25	15,800.00	15,123.75	95.72
580-0534-001	BIRDING MASTER PLAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0534-002	LOBBYIST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0534-003	COMPREHENSIVE PLAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0534-004	BEACH MASTER PLAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0534-005	REGIONAL MOBILITY AU	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0534-006	ECONOMIC ACTIVITY IN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0534-010	BAY CLEANUP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0534-012	AREA MARKETING STUDY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0534-013	USDA RBEG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0534-014	I-69 ALLIANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0534-015	BROWN PROPERTY INTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0534-016	BIRDING MASTER NON-C	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0534-017	OTHER PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FUND :80 -ECONOMIC DEVELOPMENT CORP

## SCHEDULE OF BUDGETED, ACTUAL AND ENCUMBERED EXPENDITURES

DEPARTMENT : DEPT 580 - EDC

NOTATION :

ACCOUNT	ACCOUNT	-- MONTH --	-----	YEAR TO DATE	-----	CURRENT		BUDGET
NUMBERS	DESCRIPTION	EXPENDITURES	ENCUMBRANCES	EXPENDITURES	TOTALS	MODIFIED	UNENCUMBERED	PERCENT
=====	=====	=====	=====	=====	=====	BUDGET	BALANCE	REMAINING
580-0534-018	GULF OF MEXICO NATUR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0534-019	BUSINESS RECRUITMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0534-020	BNC LANDSCAPING PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0540	ADVERTISING	0.00	0.00	1,948.00	1,948.00	4,500.00	2,552.00	56.71
580-0550	TRAVEL	0.00	0.00	725.67	725.67	5,000.00	4,274.33	85.49
580-0551	DUES & MEMBERSHIPS	0.00	0.00	1,000.00	1,000.00	3,500.00	2,500.00	71.43
580-0555	PROMOTIONS	0.00	0.00	22,000.00	22,000.00	23,000.00	1,000.00	4.35
580-0560	RENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0576	BEACH RENOURISHMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-0599	PROMOTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====	=====	=====
		550.00	0.00	27,184.92	27,184.92	56,200.00	29,015.08	51.63
		=====	=====	=====	=====	=====	=====	=====

EQUIPMNT > \$5,000 OUTLAY

580-1001	BUILDINGS & STRUCTUR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-1003	FURNITURE & FIXTURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-1004	MACHINERY & EQUIPMEN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-1011	INFORMATION TECHNOLO	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====	=====	=====
		0.00	0.00	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====	=====	=====

INTERFUND TRANSFERS

580-9470	TSF TO EDC DEBT SERV	33,054.50	0.00	132,214.00	132,214.00	396,650.00	264,436.00	66.67
580-9471	TSF TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-9476-01	TSF TO BEACH NOURISH	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-9483	TSF TO BNC FACILITY	2,841.50	0.00	11,366.00	11,366.00	34,098.00	22,732.00	66.67
		=====	=====	=====	=====	=====	=====	=====
		35,896.00	0.00	143,580.00	143,580.00	430,748.00	287,168.00	66.67
		=====	=====	=====	=====	=====	=====	=====

SPECIAL PROJECTS

580-9175	ELECTION EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-9178	DESIGNATED PROJECTS	96,315.00	0.00	133,559.69	133,559.69	703,951.00	570,391.31	81.03
580-9178-001	TOMPKINS CHANNEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
580-9181	BNC CASH ADVANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====	=====	=====
		96,315.00	0.00	133,559.69	133,559.69	703,951.00	570,391.31	81.03
		=====	=====	=====	=====	=====	=====	=====

DEPARTMENT TOTAL		139,909.11	0.00	333,232.31	333,232.31	1,292,500.00	959,267.69	74.22
		=====	=====	=====	=====	=====	=====	=====



FUND :80 -ECONOMIC DEVELOPMENT CORP

## SCHEDULE OF BUDGETED, ACTUAL AND ENCUMBERED EXPENDITURES

DEPARTMENT : BNC BUILDING FACILITY

NOTATION :

ACCOUNT	ACCOUNT	-- MONTH --	-----	YEAR TO DATE	-----	CURRENT	UNENCUMBERED	BUDGET
NUMBERS	DESCRIPTION	EXPENDITURES	ENCUMBRANCES	EXPENDITURES	TOTALS	MODIFIED	BALANCE	PERCENT
=====	=====	=====	=====	=====	=====	BUDGET	=====	REMAINING
=====	=====	=====	=====	=====	=====	=====	=====	=====
<u>REPAIR AND MAINTENANCE</u>								
583-0411	BUILDINGS & STRUCTUR	1,345.98	0.00	2,786.96	2,786.96	15,000.00	12,213.04	81.42
		=====	=====	=====	=====	=====	=====	=====
		1,345.98	0.00	2,786.96	2,786.96	15,000.00	12,213.04	81.42
		=====	=====	=====	=====	=====	=====	=====
<u>MISCELLANEOUS SERVICES</u>								
583-0520	INSURANCE	43,128.97	0.00	43,128.97	43,128.97	55,000.00	11,871.03	21.58
583-0580	ELECTRICITY	( 1,504.12)	0.00	36.00	36.00	0.00	( 36.00)	0.00
		=====	=====	=====	=====	=====	=====	=====
		41,624.85	0.00	43,164.97	43,164.97	55,000.00	11,835.03	21.52
		=====	=====	=====	=====	=====	=====	=====
DEPARTMENT TOTAL		42,970.83	0.00	45,951.93	45,951.93	70,000.00	24,048.07	34.35
		=====	=====	=====	=====	=====	=====	=====

FUND :82 -BNC FACILITY MAINTENANCE

## SCHEDULE OF BUDGETED, ACTUAL AND ENCUMBERED EXPENDITURES

DEPARTMENT : BNC BUILDING FACILITY

NOTATION :

ACCOUNT	ACCOUNT	-- MONTH --	-----	YEAR TO DATE	-----	CURRENT MODIFIED	UNENCUMBERED	BUDGET PERCENT
NUMBERS	DESCRIPTION	EXPENDITURES	ENCUMBRANCES	EXPENDITURES	TOTALS	BUDGET	BALANCE	REMAINING
=====	=====	=====	=====	=====	=====	=====	=====	=====
<u>REPAIR AND MAINTENANCE</u>								
583-0411	BUILDINGS & STRUCTUR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====	=====	=====
		0.00	0.00	0.00	0.00	0.00	0.00	0.00
		=====	=====	=====	=====	=====	=====	=====
<u>EQUIPMNT &gt; \$5,000 OUTLAY</u>								
583-1001	BUILDINGS & STRUCTUR	0.00	0.00	0.00	0.00	34,098.00	34,098.00	100.00
		=====	=====	=====	=====	=====	=====	=====
		0.00	0.00	0.00	0.00	34,098.00	34,098.00	100.00
		=====	=====	=====	=====	=====	=====	=====
DEPARTMENT TOTAL		0.00	0.00	0.00	0.00	34,098.00	34,098.00	100.00
		=====	=====	=====	=====	=====	=====	=====

**CITY OF SOUTH PADRE ISLAND  
ECONOMIC DEVELOPMENT CORPORATION  
AGENDA REQUEST FORM**

**MEETING DATE:** February 15, 2022

**NAME & TITLE:** Darla Lapeyre, EDC Director

**DEPARTMENT:** Economic Development Council

**ITEM**

Election of Officers for 2022

-President

-Vice-President

-Secretary/Treasurer

**ITEM BACKGROUND**

The Board will elect the three officers for the 2022 calendar year

**BUDGET/FINANCIAL SUMMARY**

n/a

**COMPREHENSIVE PLAN GOAL**

n/a

**LEGAL REVIEW**

Sent to Legal:

Approved by Legal:

**RECOMMENDATIONS/COMMENTS:**

**CITY OF SOUTH PADRE ISLAND  
ECONOMIC DEVELOPMENT CORPORATION  
AGENDA REQUEST FORM**

**MEETING DATE:** February 15, 2022

**NAME & TITLE:** Darla Lapeyre, EDC Director

**DEPARTMENT:** Economic Development Council

**ITEM**

Update on the Deep Water Marina Project (Gayle Hood)

**ITEM BACKGROUND**

Gayle will update the Board on the Deep Water Marina project

**BUDGET/FINANCIAL SUMMARY**

n/a

**COMPREHENSIVE PLAN GOAL**

n/a

**LEGAL REVIEW**

Sent to Legal:

Approved by Legal:

**RECOMMENDATIONS/COMMENTS:**

**CITY OF SOUTH PADRE ISLAND  
ECONOMIC DEVELOPMENT CORPORATION  
AGENDA REQUEST FORM**

**MEETING DATE:** February 15, 2022

**NAME & TITLE:** Darla Lapeyre, EDC Director

**DEPARTMENT:** Economic Development Council

**ITEM**

Birding and Nature Center Manager's Report including operations, admissions, marketing and events

**ITEM BACKGROUND**

Cristin Enholm will give her monthly report to the Board

**BUDGET/FINANCIAL SUMMARY**

n/a

**COMPREHENSIVE PLAN GOAL**

n/a

**LEGAL REVIEW**

Sent to Legal:

Approved by Legal:

**RECOMMENDATIONS/COMMENTS:**

**CITY OF SOUTH PADRE ISLAND  
ECONOMIC DEVELOPMENT CORPORATION  
AGENDA REQUEST FORM**

**MEETING DATE:** February 15, 2022

**NAME & TITLE:** Darla Lapeyre, EDC Director

**DEPARTMENT:** Economic Development Council

**ITEM**

Discussion and possible action to approve the Birding and Nature Center December 2021 Financials

**ITEM BACKGROUND**

Johnathan Hall with the CPA firm Carr, Riggs and Ingram will discuss the financials for December. Mr. Hall was out for two weeks with COVID and has fallen behind and has not submitted the December financials to the Birding and Nature Center Board for approval to date. Hopefully they will be completed and approved by the BNC Board before the meeting. I will email them to you all as soon as I receive them.

If he has nothing ready for the meeting we will table this item until the March Board meeting.

**BUDGET/FINANCIAL SUMMARY**

n/a

**COMPREHENSIVE PLAN GOAL**

n/a

**LEGAL REVIEW**

Sent to Legal:

Approved by Legal:

**RECOMMENDATIONS/COMMENTS:**

**CITY OF SOUTH PADRE ISLAND  
ECONOMIC DEVELOPMENT CORPORATION  
AGENDA REQUEST FORM**

**MEETING DATE:** February 15, 2022

**NAME & TITLE:** Darla Lapeyre, EDC Director

**DEPARTMENT:** Economic Development Council

**ITEM**

Discussion regarding the South Padre Island Birding and Nature Center 2022 annual budget

**ITEM BACKGROUND**

The Birding and Nature Center approved their 2022 Budget. It is attached for your review and discussion. No formal action will be taken this month.

**BUDGET/FINANCIAL SUMMARY**

n/a

**COMPREHENSIVE PLAN GOAL**

n/a

**LEGAL REVIEW**

Sent to Legal:

Approved by Legal:

**RECOMMENDATIONS/COMMENTS:**

12:16 PM  
1/11/2021  
Accrual Basis

# SOUTH PADRE ISLAND BIRDING & NATURE CENTER

## Profit & Loss Budget Overview

### January through December 2022

Ordinary Income/Expense		Jan - Dec 22
Income		
ADMISSIONS INCOME		
DISCOUNT ADMISSIONS		2,000.00
EXTENDED PASS ADMISSIONS		10,000.00
GENERAL ADMISSIONS		620,000.00
GROUP ADMISSIONS		5,000.00
GUIDED BIRD WALK		3,000.00
Total ADMISSIONS INCOME		640,000.00
ALLIGATOR SANCTUARY		
ADVENTURE PASS		80,000.00
ALLIGATOR FOOD/PHOTOS		40,000.00
Total ALLIGATOR SANCTUARY		120,000.00
BUILDING RENTAL INCOME		
CONTRIBUTIONS		500.00
CONTRIBUTIONS-GENERAL PUBLIC		
DESIGNATED		100.00
GENERAL DONATIONS		25,000.00
MONARCH		1,000.00
Total DESIGNATED		26,000.00
DONATIONS		
AMAZON SMILES		500.00
ANIMAL FEED/SUPPLIES		3,000.00
ANNUAL MEMBERSHIP GIVING		
CORPORATE		
GREAT BLUE HERON	1,500.00	
GREAT EGRET	1,000.00	
CORPORATE - Other	5,000.00	
Total CORPORATE		7,500.00
INDIVIDUAL		
REDDISH EGRET	500.00	
ROSEATE SPOONBILL	500.00	
SANDERLING	500.00	
Total INDIVIDUAL		1,500.00
Total ANNUAL MEMBERSHIP GIVING		9,000.00
EDUCATION		
HABITAT		2,000.00
JARS		3,000.00
SPECIAL EVENTS		6,500.00
		500.00



# SOUTH PADRE ISLAND BIRDING & NATURE CENTER

## Profit & Loss Budget Overview

January through December 2022

	Jan - Dec 22
SUMMER CAMP	1,500.00
W O W E	3,000.00
WEBSITE-FACEBOOK	500.00
Total DONATIONS	29,500.00
EVENT PARKING	500.00
PARKING GATE	500.00
Total CONTRIBUTIONS	56,600.00
GIFT SHOP INCOME	
GIFT SHOP SALES	220,000.00
WINE & BEER SALES	3,000.00
Total GIFT SHOP INCOME	223,000.00
GRANT PROCEEDS	25,000.00
INTERNET PURCHASES	1,438.13
Total Income	1,066,538.13
Cost of Goods Sold	
COST OF GOODS SOLD	
GIFT SHOP	110,000.00
WINE & BEER	1,500.00
Total COST OF GOODS SOLD	111,500.00
Total COGS	111,500.00
Gross Profit	955,038.13
Expense	
ALLIGATOR SANCTUARY EXP	10,000.00
ALLIGATOR SANCTUARY GENERAL EXP	120,000.00
GR QUARTERLY RECONCILIATION	10,000.00
TURTLE/ALLIGATOR FOOD	
Total ALLIGATOR SANCTUARY EXP	140,000.00
BNC ANIMAL EXHIBIT EXPENSE	
ANIMAL EXHIBIT EXPENSE	3,000.00
ANIMAL EXHIBIT SUPPLIES	3,000.00
ANIMAL FOOD EXPENSE	3,000.00
Total BNC ANIMAL EXHIBIT EXPENSE	9,000.00
OPERATIONS EXPENSES	
ADVERTISING & PROMOTION	

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11/10/21  
Accrual Basis

# **SOUTH PADRE ISLAND BIRDING & NATURE CENTER** **Profit & Loss Budget Overview** January through December 2022

	Jan - Dec 22
BOOTH RENT	500.00
GUIDES & DIRECTORIES	4,500.00
PRINT	2,500.00
SOCIAL & INTERNET	2,500.00
SPONSORSHIP	1,000.00
<b>Total ADVERTISING &amp; PROMOTION</b>	<b>11,000.00</b>
CREDIT CARD & BANK FEES	25,000.00
DUES & SUBSCRIPTIONS	2,000.00
EDUCATION	1,000.00
FUNDRAISING & EVENTS	
GREAT TEXAS BIRDING CLASSIC	100.00
HALLO WINGS	55.97
LETTERS & BROCHURES	1,000.00
MONARCH CELEBRATION	2,000.00
PLAQUES & BRICKS	150.00
SPECIAL EVENTS	500.00
SUMMER CAMP	300.00
W O W E	4,000.00
<b>Total FUNDRAISING &amp; EVENTS</b>	<b>8,105.97</b>
GIFT SHOP SUPPLIES	3,000.00
GRANT WRITING	12,000.00
INSURANCE	
DIRECTORS & OFFICERS	2,000.00
HEALTH	5,000.00
WORKERS COMPENSATION	2,500.00
<b>Total INSURANCE</b>	<b>9,500.00</b>
LEGAL & PROFESSIONAL	
LOCAL MEETINGS	35,000.00
MEALS & SNACKS	1,500.00
VOLUNTEER APPRECIATION	1,000.00
LOCAL MEETINGS - Other	300.00
<b>Total LOCAL MEETINGS</b>	<b>2,800.00</b>
MAINTENANCE & REPAIRS	
BUILDING	10,000.00
EQUIPMENT	1,500.00
GROUNDS	5,000.00
HABITAT	5,000.00
<b>Total MAINTENANCE &amp; REPAIRS</b>	<b>21,500.00</b>
MILEAGE	
INTERN GAS ALLOWANCE	300.00

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11/10/21  
Accrual Basis

# **SOUTH PADRE ISLAND BIRDING & NATURE CENTER** **Profit & Loss Budget Overview** January through December 2022

	Jan - Dec 22
<b>MILEAGE - EMPLOYEE</b>	4,000.00
<b>Total MILEAGE</b>	4,300.00
OFFICE & PRINTING	3,000.00
PAYROLL SERVICE	1,000.00
POSTAGE & FREIGHT	1,000.00
SOFTWARE	2,000.00
TABC SALES EXPENSE	250.00
TRAINING	
ANCA	250.00
OTHER	100.00
<b>Total TRAINING</b>	350.00
<b>Total OPERATIONS EXPENSES</b>	142,805.97
<b>RENT</b>	12,000.00
<b>SALARIES AND TAXES</b>	
ANIMAL KEEPERS	47,000.00
CONTRACT	2,708.91
GIFT SHOP & CASHIER	80,000.00
INTERN	2,275.00
JANITOR	15,000.00
MAINTENANCE	75,000.00
MANAGER	68,000.00
NATURALIST	32,000.00
NATURALIST SENIOR	52,000.00
PAYROLL TAXES	25,000.00
<b>Total SALARIES AND TAXES</b>	398,983.91
<b>SERVICE CONTRACTS</b>	
AIR CONDITIONING	4,000.00
BACKGROUND CHECKS	50.00
CLEANING SUPPLIES	5,000.00
DRINKING WATER	800.00
INFORMATION TECHNOLOGY	
COMPUTER COPIER	14,000.00
SERVER	3,000.00
<b>Total INFORMATION TECHNOLOGY</b>	17,000.00
PARKING EXPENSES & GATE	
PEST CONTROL	500.00
SECURITY	3,000.00
TELEPHONE & INTERNET	4,000.00
EMERGENCY LINES	200.00
INTERNET	5,000.00

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11/10/21  
Accrual Basis

**SOUTH PADRE ISLAND BIRDING & NATURE CENTER**  
**Profit & Loss Budget Overview**  
January through December 2022

	Jan - Dec 22
VOICE	1,000.00
Total TELEPHONE & INTERNET	6,200.00
WEBSITE & CLOUD	500.00
Total SERVICE CONTRACTS	41,050.00
UTILITIES	
ELECTRICITY	12,000.00
TRASH	1,800.00
WATER / SEWER	20,000.00
Total UTILITIES	33,800.00
66900 - Reconciliation Discrepancies	85.52
Total Expense	777,725.40
Net Ordinary Income	177,312.73
Net Income	177,312.73

**CITY OF SOUTH PADRE ISLAND  
ECONOMIC DEVELOPMENT CORPORATION  
AGENDA REQUEST FORM**

**MEETING DATE:** February 15, 2022

**NAME & TITLE:** Darla Lapeyre, EDC Director

**DEPARTMENT:** Economic Development Council

**ITEM**

Executive Director's Activity report including economic indicators, Sand Dollars for Success, Art Business Incubator, Aquarium and Butterfly Pavilion, and the six month review of the Lease and Operating Agreement with the Birding Center

**ITEM BACKGROUND**

The Executive Director will give her written report

**BUDGET/FINANCIAL SUMMARY**

n/a

**COMPREHENSIVE PLAN GOAL**

n/a

**LEGAL REVIEW**

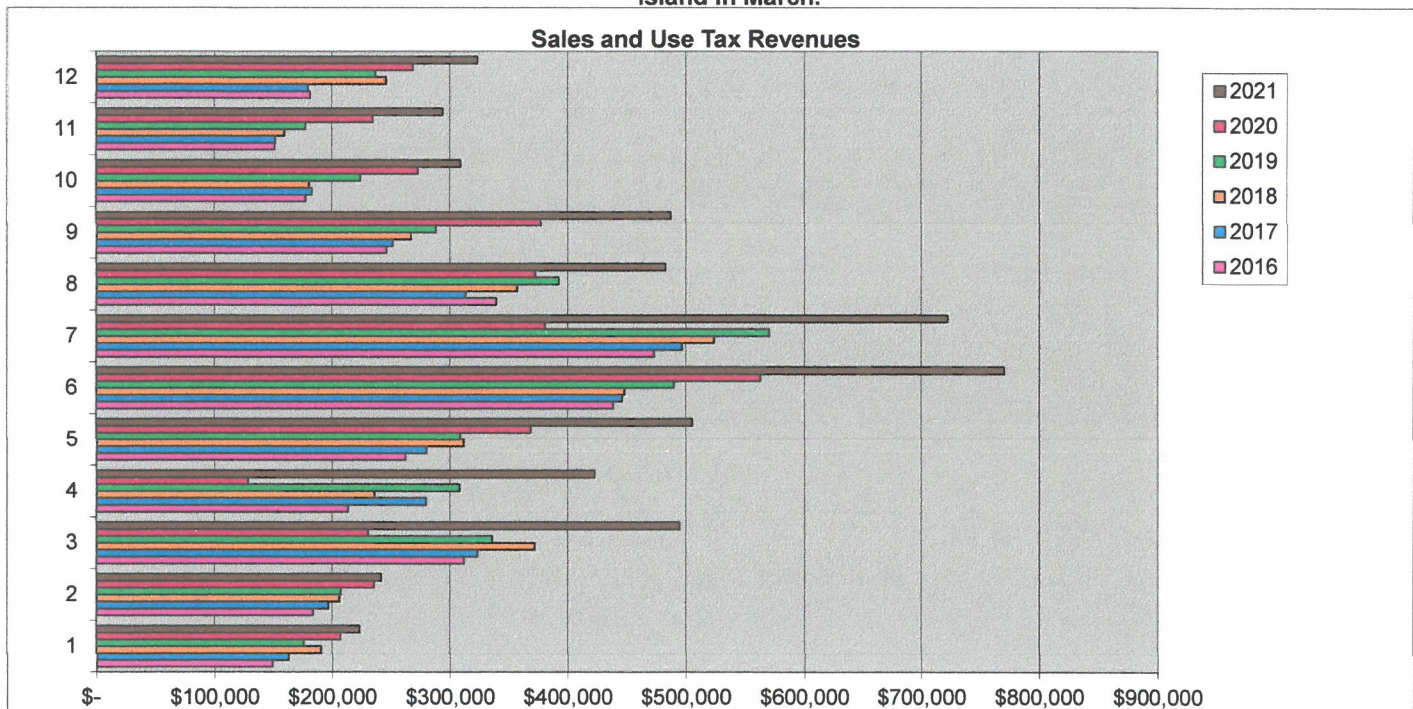
Sent to Legal:

Approved by Legal:

**RECOMMENDATIONS/COMMENTS:**

South Padre Island Sales and Use Tax Revenues							
	2016	2017	2018	2019	2020	2021	%
January	\$ 148,673	\$ 162,359	\$ 190,422	\$ 175,596	\$ 207,167	\$ 223,339	7.81
February	183,246	196,705	206,130	207,214	235,373	241,316	2.52
March	311,867	323,169	372,025	335,634	230,459	494,628	114.63
April	213,305	279,898	235,839	308,112	127,981	422,700	230.28
May	262,341	280,107	311,590	308,505	368,630	505,501	37.13
June	438,459	446,128	448,195	490,070	562,527	769,966	36.88
July	473,223	496,833	523,677	569,913	380,495	722,161	89.80
August	339,074	313,046	356,980	392,292	372,290	482,858	29.70
September	245,959	251,213	267,254	288,079	376,880	487,213	29.28
October	177,265	182,611	180,060	224,079	273,111	308,907	13.11
November	151,043	151,463	159,287	177,006	234,603	293,743	25.21
December	180,991	178,991	245,571	236,658	268,826	322,798	20.08
<b>Total</b>	<b>\$ 3,125,446</b>	<b>\$ 3,262,523</b>	<b>\$ 3,497,030</b>	<b>\$ 3,713,158</b>	<b>\$ 3,638,342</b>	<b>\$ 5,275,130</b>	<b>44.99</b>

NOTE: Percentages of change March vs. April each year are principally the result of the month in which Easter falls. Amounts reported in January are based on January sales, for example, even though reported by the State and received by South Padre Island in March.





South Padre Island Hotel/Motel/Condo Occupancy Tax									
	2014	2015	2016	2017	2018	2019	2020	2021	% change
January	\$ 140,192	\$ 130,054	\$ 144,395	\$ 171,097	\$ 164,700	\$ 228,657	\$ 193,535	\$ 253,495	30.98
February	204,078	234,729	262,332	307,996	272,536	274,976	443,097	347,493	(21.58)
March	718,514	680,389	936,915	925,001	978,343	819,446	212,961	1,039,175	387.96
April	535,518	482,346	428,171	554,854	527,203	630,240	244,163	974,684	299.19
May	593,135	637,343	614,276	653,664	782,548	796,574	863,922	1,307,987	51.40
June	1,086,514	1,090,245	1,149,624	1,236,747	1,333,234	1,414,224	1,410,875	2,287,286	62.12
July	1,679,092	1,728,733	1,662,906	1,734,025	1,866,364	1,970,602	1,404,029	2,660,927	89.52
August	1,153,488	1,111,051	951,521	865,453	1,054,553	1,117,813	1,129,404	1,566,423	38.69
September	422,559	447,169	524,272	379,134	492,714	499,726	758,500	920,289	21.33
October	268,955	288,878	311,226	295,670	265,913	306,918	562,291	568,242	1.06
November	161,516	193,079	254,499	251,333	216,520	182,865	359,178	424,316	18.14
December	177,192	185,416	199,886	221,956	259,784	299,065	364,421	408,443	12.08
Total	\$7,135,926	\$7,209,432	\$7,440,023	\$7,596,930	\$8,214,412	\$8,541,106	\$7,946,376	\$12,758,760	60.56

Occupancy tax is 17% as of January 2017. 10.5% is collected by the City of South Padre Island monthly, .5% by the County, and 6% by the state of Texas quarterly. Any hotel or condo visit longer than 30 days is tax exempt. Percentages of change March vs. April are partially the result of the month in which Easter falls. The monthly occupancy tax reports from the finance office include any late payments received from properties behind in their taxes. The City reports them in the month they are paid.

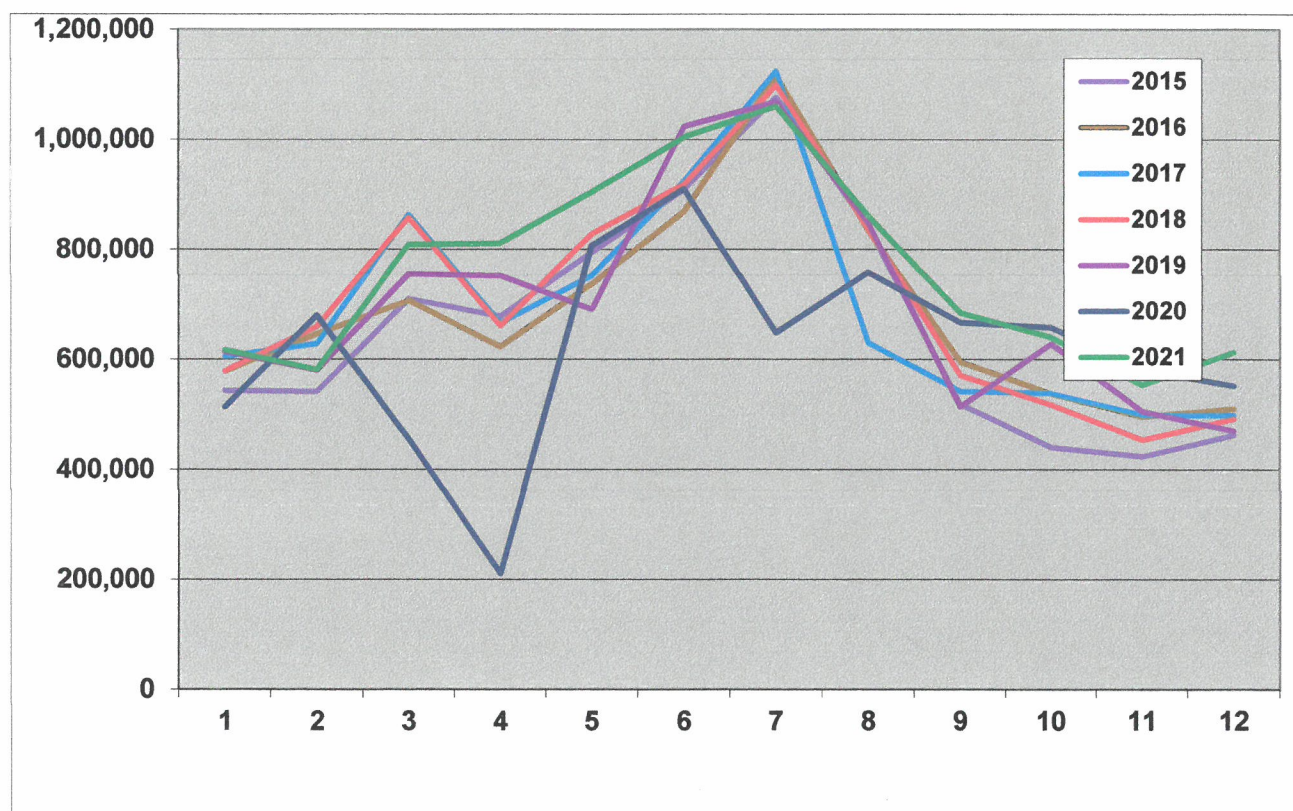




### Queen Isabella Causeway Crossings

	2015	2016	2017	2018	2019	2020	2021
January	543,812	579,339	605,351	578,988	614,367	514,063	617,539
February	541,692	646,389	628,983	660,051	580,719	680,317	581,812
March	710,372	707,409	863,694	858,576	755,903	456,152	808,815
April	678,785	623,538	666,219	661,275	752,579	210,787	811,765
May	795,443	737,676	753,130	828,753	691,235	806,936	905,155
June	909,703	869,259	924,920	918,969	1,024,158	910,442	1,004,703
July	1,076,391	1,115,932	1,123,915	1,099,082	1,068,463	648,481	1,060,425
August	841,972	835,114	630,959	838,562	848,692	759,039	860,899
September	518,886	595,754	542,362	570,947	514,226	667,364	685,207
October	440,819	538,479	538,845	517,865	628,782	658,753	640,527
November	423,711	496,333	499,602	454,232	506,068	582,093	553,821
December	462,722	510,103	498,665	492,317	470,640	552,263	612,949
<b>Total</b>	<b>7,944,308</b>	<b>8,255,325</b>	<b>8,276,645</b>	<b>8,479,617</b>	<b>8,455,832</b>	<b>7,446,690</b>	<b>9,143,617</b>

Source: Texas Department of Transportation





### South Padre Island Building Permit Valuations

	2016	2017	2018	2019	2020	2021	Commercial	Residential
January	\$ 2,620,888	\$ 1,800,672	\$ 2,646,580	\$1,499,429	\$2,286,952	\$ 972,584	\$ 266,405	\$ 786,179
February	1,675,855	5,039,127	863,730	999,507	171,380	3,081,587	568,446	2,513,141
March	3,840,221	292,310	1,466,569	965,340	1,338,156	1,164,683	416,875	747,808
April	816,823	683,307	688,098	1,609,909	1,775,173	1,982,107	187,300	1,794,807
May	1,227,546	1,478,355	1,156,579	1,129,901	610,223	1,207,576	89,980	1,117,596
June	595,320	1,318,655	2,974,574	3,209,806	976,008	2,138,841	162,788	1,976,053
July	1,236,569	40,748,569	750,081	881,066	312,048	1,641,160	99,007	1,542,153
August	1,973,961	1,431,102	624,914	373,493	637,682	1,850,785	1,233,460	617,325
September	3,132,869	392,210	1,593,682	1,997,460	1,082,946	2,849,396	1,239,860	1,609,536
October	963,435	480,367	363,576	5,620,569	1,416,147	13,497,580	9,814,942	3,682,638
November	1,028,228	638,848	1,360,146	643,019	848,113	3,538,913	467,185	3,071,728
December	582,797	1,201,460	1,061,966	2,596,653	3,417,308	2,538,581	557,241	1,981,340
<b>Total</b>	<b>\$ 19,694,512</b>	<b>\$ 55,504,982</b>	<b>\$ 15,550,495</b>	<b>\$ 21,526,152</b>	<b>\$ 14,872,136</b>	<b>\$ 36,463,793</b>		

PROJECTS: 0 -ZZZZZZZZZZ

APPLIED DATES: 0/00/0000 THRU 99/99/9999

ISSUED DATES: 1/01/2022 THRU 1/31/2022 USE SEGMENT DATES

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE
-----						
20220030 BLDR-REM	1/07/2022 1/07/2022	AVERYT, JESSICA RESIDENTIAL REMODEL	221 W BAHAMA BLDR-REM - RESIDENTIAL REMO	JV FLOOR JV FLOOR	RESIDENTIAL REMODEL 46,000.00	BLDR-REM 0.00
20220032 BLDR-REP	1/07/2022 1/07/2022	MIKA, WALTER RESIDENTIAL REPAIR	126 E OLEANDER BLDR-REP - RESIDENTIAL REPA	MIKA MIKA	RESIDENTIAL REPAIR 13,000.00	BLDR-REP 0.00
20220035 ROOF-COM	1/07/2022 1/07/2022	PARKSHORE CONDOMINIUMS HOA COMMERCIAL ROOF	7000 GULF BLVD HOA ROOF-COM - COMMERCIAL ROOF	ARIZPE ARIZPE	COMMERCIAL ROOF 16,000.00	ROOF-COM 0.00
20220036 BLDR-REM	1/10/2022 1/10/2022	CAYROCK CORP RESIDENTIAL REMODEL	906 PADRE BLVD 203 BLDR-REM - RESIDENTIAL REMO	MASSO MASSO	RESIDENTIAL REMODEL 6,300.00	BLDR-REM 44.10
20220039 BLDR-REM	1/10/2022 1/10/2022	MAYO, DENNIS RESIDENTIAL REMODEL	1700 GULF BLVD 302 BLDR-REM - RESIDENTIAL REMO	OCTAVIO'S OCTAVIO'S	RESIDENTIAL REMODEL 55,627.00	BLDR-REM 389.39
20220044 BLDR-REM	1/11/2022 1/11/2022	EBSOLAR LIMITED RESIDENTIAL REMODEL	906 PADRE BLVD 202 BLDR-REM - RESIDENTIAL REMO	CACTUS CACTUS	RESIDENTIAL REMODEL 26,114.00	BLDR-REM 182.80
20220047 BLDC-REM	1/12/2022 1/12/2022	HOSP SOUTX MARG LLC COMMERCIAL REMODEL	310 PADRE BLVD BLDC-REM - COMMERCIAL REMOD	ALAMO ALAMO	COMMERCIAL REMODEL 5,000,000.00	BLDC-REM 0.00
20220048 BLDR-ADD	1/12/2022 1/12/2022	HERNANDEZ, HECTOR RESIDENTIAL ADDITION	104 E CORA LEE BLDR-ADD - RESIDENTIAL ADDI	HECTOR HECTOR	RESIDENTIAL ADDITION 1,800.00	BLDR-ADD 25.00
20220051 BLDR-ADD	1/12/2022 1/12/2022	MILNER, JAMES RESIDENTIAL ADDITION	120B E MARLIN BLDR-ADD - RESIDENTIAL ADDI	MILNER MILNER	RESIDENTIAL ADDITION 5,000.00	BLDR-ADD 0.00
20220053 BLDR-REP	1/12/2022 1/12/2022	CARTER, WILL RESIDENTIAL REPAIR	112 E CORONADO 103 BLDR-REP - RESIDENTIAL REPA	JOHN RAMOS JOHN RAMOS	RESIDENTIAL REPAIR 9,700.00	BLDR-REP 0.00
20220054 BLDC-ADD	1/13/2022 1/13/2022	BAHIA MAR CO OWNERS ASSN COMMERCIAL ADDITION	6300 PADRE BLVD HOA BLDC-ADD - COMMERCIAL ADDIT	JMJ JMJ	COMMERCIAL ADDITION 223,720.00	BLDC-ADD 1,566.04
20220055 BLDR-REM	1/13/2022 1/13/2022	CALLABRESI, SHARON RESIDENTIAL REMODEL	500 PADRE BLVD 1201 BLDR-REM - RESIDENTIAL REMO	CALLABRESI CALLABRESI	RESIDENTIAL REMODEL 45,000.00	BLDR-REM 315.00
20220061 BLDR-REP	1/14/2022 1/14/2022	JOHNSON, PAUL & BEATRICE RESIDENTIAL REPAIR	3113 LAGUNA BLVD 107 BLDR-REP - RESIDENTIAL REPA	JOHN RAMOS JOHN RAMOS	RESIDENTIAL REPAIR 13,000.00	BLDR-REP 91.00
20220062 BLDR-REP	1/14/2022 1/14/2022	WICKETT, RICK RESIDENTIAL REPAIR	3113 LAGUNA BLVD 121 BLDR-REP - RESIDENTIAL REPA	JOHN RAMOS JOHN RAMOS	RESIDENTIAL REPAIR 9,000.00	BLDR-REP 63.00
20220063 BLDR-REP	1/14/2022 1/14/2022	BURNS, JUDY RESIDENTIAL REPAIR	3816 GULF BLVD 302 BLDR-REP - RESIDENTIAL REPA	JOHN RAMOS JOHN RAMOS	RESIDENTIAL REPAIR 15,000.00	BLDR-REP 105.00
20220064 BLDR-REP	1/14/2022 1/14/2022	SILAR, JOHN RESIDENTIAL REPAIR	5801 GULF BLVD 5 BLDR-REP - RESIDENTIAL REPA	JOHN RAMOS JOHN RAMOS	RESIDENTIAL REPAIR 7,000.00	BLDR-REP 40.00

PROJECTS: 0 -ZZZZZZZZZZ  
 APPLIED DATES: 0/00/0000 THRU 99/99/9999  
 ISSUED DATES: 1/01/2022 THRU 1/31/2022 USE SEGMENT DATES  
 EXPIRE DATES: 0/00/0000 THRU 99/99/9999  
 STATUS: ALL

PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE
20220065 BLDR-REP	1/14/2022 1/14/2022	FLORES, JOSE GUADALUPE RESIDENTIAL REPAIR	900 PADRE BLVD 505 BLDR-REP - RESIDENTIAL REPA	BAYSIDE BAYSIDE	RESIDENTIAL REPAIR 12,004.49	BLDR-REP 84.03
20220066 BLDR-REP	1/14/2022 1/14/2022	JUNCO, ALEJANDRO RESIDENTIAL REPAIR	3000 GULF BLVD 103 BLDR-REP - RESIDENTIAL REPA	BAYSIDE BAYSIDE	RESIDENTIAL REPAIR 18,492.20	BLDR-REP 129.45
20220074 ROOF-COM	1/17/2022 1/17/2022	TIKI CONDOMINIUMS HOA COMMERCIAL ROOF	6608 PADRE BLVD HOA ROOF-COM - COMMERCIAL ROOF	ARIZPE ARIZPE	COMMERCIAL ROOF 120,000.00	ROOF-COM 840.00
20220099 BLDR-ADD	1/19/2022 1/19/2022	TIDWELL, MIKE RESIDENTIAL ADDITION	8317 MARINA DR BLDR-ADD - RESIDENTIAL ADDI	TIDWELL TIDWELL	RESIDENTIAL ADDITION 12,500.00	BLDR-ADD 87.50
20220110 BLDR-REP	1/20/2022 1/20/2022	HAYDEN, COURTNEY RESIDENTIAL REPAIR	222A W HIBISCUS BLDR-REP - RESIDENTIAL REPA	VILLEGAS VILLEGAS	RESIDENTIAL REPAIR 24,675.00	BLDR-REP 172.73
20220114 BLDR-NEW	1/21/2022 1/21/2022	KILAND, LISA NEW RESIDENTIAL BUILDING	219 SHORE DR 101 - SINGLE FAMILY	WILLIS WILLIS	NEW RESIDENTIAL BUILDING 100.00	BLDR-NEW 1,650.00
20220115 BLDR-NEW	1/21/2022 1/21/2022	EDEL, MATTHEW NEW RESIDENTIAL BUILDING	306 SHORE DR 101 - SINGLE FAMILY	WILLIS WILLIS	NEW RESIDENTIAL BUILDING 100.00	BLDR-NEW 1,207.50
20220116 BLDC-NEW	1/21/2022 1/21/2022	LAS VELAS SPI LLC NEW COMMERCIAL BUILDING	6101 PADRE BLVD B-6 BLDC-NEW - NEW COMMERCIAL B	WILLIS WILLIS	NEW COMMERCIAL BUILDING 1,138,257.00	BLDC-NEW 7,967.80
20220142 BLDC-REP	1/24/2022 1/24/2022	TAFEL, ZEEV COMMERCIAL REPAIR	2216 PADRE BLVD BLDC-REP - COMMERCIAL REPAI	PAREDES PAREDES	COMMERCIAL REPAIR 5,000.00	BLDC-REP 35.00
20220152 BLDR-REM	1/26/2022 1/26/2022	DULABA, SUE RESIDENTIAL REMODEL	5101 LAGUNA BLVD 1404 BLDR-REM - RESIDENTIAL REMO	MOREAU MOREAU	RESIDENTIAL REMODEL 64,080.00	BLDR-REM 448.56
20220153 BLDC-REP	1/26/2022 1/26/2022	SEVILLE CONDOMINIUMS HOA COMMERCIAL REPAIR	3900 GULF BLVD HOA BLDC-REP - COMMERCIAL REPAI	MUNOZ MUNOZ	COMMERCIAL REPAIR 69,800.00	BLDC-REP 488.60
20220154 BLDR-ADD	1/26/2022 1/26/2022	MELLIES, BILL RESIDENTIAL ADDITION	127 E ARIES BLDR-ADD - RESIDENTIAL ADDI	ONE WAY ONE WAY	RESIDENTIAL ADDITION 13,000.00	BLDR-ADD 91.00
20220156 BLDR-REM	1/26/2022 1/26/2022	BOYD, JOSEPH & KAY RESIDENTIAL REMODEL	109 W CORA LEE 4 BLDR-REM - RESIDENTIAL REMO	KINGFISHER KINGFISHER	RESIDENTIAL REMODEL 2,500.00	BLDR-REM 25.00
20220157 BLDR-REM	1/26/2022 1/26/2022	ODESKY, HOWARD & MELISS RESIDENTIAL REMODEL	3000 GULF BLVD 508 BLDR-REM - RESIDENTIAL REMO	KINGFISHER KINGFISHER	RESIDENTIAL REMODEL 9,500.00	BLDR-REM 66.50
20220160 BLDR-REM	1/27/2022 1/27/2022	KCND LLC RESIDENTIAL REMODEL	402 PADRE BLVD 2302 BLDR-REM - RESIDENTIAL REMO	J & D J & D	RESIDENTIAL REMODEL 5,000.00	BLDR-REM 35.00
20220161 BLDR-REM	1/27/2022 1/27/2022	RENTERIA, MARIANO RESIDENTIAL REMODEL	1010 PADRE BLVD 200 BLDR-REM - RESIDENTIAL REMO	AREA AREA	RESIDENTIAL REMODEL 45,000.00	BLDR-REM 315.00

PROJECTS: 0 -ZZZZZZZZZZ

APPLIED DATES: 0/00/0000 THRU 99/99/9999

ISSUED DATES: 1/01/2022 THRU 1/31/2022 USE SEGMENT DATES

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE
20220162 ROOF-COM	1/27/2022 1/27/2022	PRUNEDA, AGUSTIN COMMERCIAL ROOF	1817 PADRE BLVD ROOF-COM - COMMERCIAL ROOF	ALTA RGV ALTA RGV	COMMERCIAL ROOF 12,000.00	ROOF-COM 84.00
20220163 BLDR-NEW	1/28/2022 1/28/2022	OFER ELISHA & GIL MIZRACHI NEW RESIDENTIAL BUILDING	202A W CAMPECHE 101 - SINGLE FAMILY	OFER OFER	NEW RESIDENTIAL BUILDING 250,000.00	BLDR-NEW 2,070.00
20220164 BLDR-NEW	1/28/2022 1/28/2022	OFER ELISHA & GIL MIZRACHI NEW RESIDENTIAL BUILDING	202B W CAMPECHE 101 - SINGLE FAMILY	OFER OFER	NEW RESIDENTIAL BUILDING 250,000.00	BLDR-NEW 2,070.00
20220165 BLDR-REP	1/28/2022 1/28/2022	LEKACH, ROBERT RESIDENTIAL REPAIR	132 E SUNSET BLDR-REP - RESIDENTIAL REPA	LEKACH LEKACH	RESIDENTIAL REPAIR 40,000.00	BLDR-REP 280.00
20220170 ROOF-RES	1/31/2022 1/31/2022	RAYMOND, ROCCY RESIDENTIAL ROOF	118 E HUISACHE ROOF-RES - RESIDENTIAL ROOF	ASTRO ASTRO	RESIDENTIAL ROOF 8,700.00	ROOF-RES 60.90
20220179 ROOF-RES	1/31/2022 1/31/2022	CESPEDES, JOSE RESIDENTIAL ROOF	107 W TARPON ROOF-RES - RESIDENTIAL ROOF	XYZ XYZ	RESIDENTIAL ROOF 4,997.61	ROOF-RES 34.98
*** TOTALS ***		NUMBER OF PROJECTS:	38	VALUATION:	7,597,967.30	FEE: 21,073.88

PROJECTS: 0 -ZZZZZZZZZZ  
APPLIED DATES: 0/00/0000 THRU 99/99/9999  
ISSUED DATES: 1/01/2022 THRU 1/31/2022 USE SEGMENT DATES  
EXPIRE DATES: 0/00/0000 THRU 99/99/9999  
STATUS: ALL

\*\*\* SEGMENT RECAP \*\*\*

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
BLDC-ADD - COMMERCIAL ADDITION	1	223,720.00	1,566.04
BLDC-NEW - NEW COMMERCIAL BUILDIN	1	1,138,257.00	7,967.80
BLDC-REM - COMMERCIAL REMODEL	1	5,000,000.00	0.00
BLDC-REP - COMMERCIAL REPAIR	2	74,800.00	523.60
BLDR-ADD - RESIDENTIAL ADDITION	4	32,300.00	203.50
BLDR-NEW - NEW RESIDENTIAL BUILDI	4	500,200.00	6,997.50
BLDR-REM - RESIDENTIAL REMODEL	10	305,121.00	1,821.35
BLDR-REP - RESIDENTIAL REPAIR	10	161,871.69	974.21
ROOF-COM - COMMERCIAL ROOF	3	148,000.00	924.00
ROOF-RES - RESIDENTIAL ROOF	2	13,697.61	95.88
*** TOTALS ***	38	7,597,967.30	21,073.88

# **Lease and Operating Agreement**

## **Basic Information**

**Date:** August 17, 2021

**Owner:** South Padre Island Economic Development Corporation ("SPIEDC"), an economic development corporation incorporated pursuant to the Texas Local Government Code.

**Owner's Address:** 6801 Padre Blvd., South Padre Island, Texas 78597

**Tenant/Operator:** South Padre Island Birding and Nature Center, Inc., a Texas non-profit corporation

**Tenant's/Operator's Address:** 6801 Padre Blvd., South Padre Island, Texas 78597

**Tenant's/Operator's Trade Name:** Birding and Nature Center ("BNC")

**Premises:** Approximately 3.80 acres as described in the Special Warranty Deed recorded at Vol. 2244, Pg. 313 Official Public Records of Cameron County, Texas

Street address/suite: 6801 Padre Blvd.

City, state, zip: South Padre Island, Texas 78597

**Term (months); Renewal Term:** 12 months. The lease will automatically renew on the same terms and conditions unless either party gives the other party written notice of its intent to terminate at least sixty (60) days before the end of the current Term or any Renewal Term.

**Commencement Date:**

**Termination Date:** August 17, 2022, unless earlier terminated in accordance with this Agreement. This Lease and Operating Agreement (hereinafter "Agreement") will be automatically extended for an additional 12 months unless either party gives the other written notice to terminate at least 60 days before the expiration of the present Term or applicable Termination date; however Base Rent will be discussed and agreed to by the parties 60 days prior to any extension.

**Base Rent:** One Thousand 00/Dollars (\$1000.00), monthly.

**Tenant's/Operator's Pro Rata Share:** Currently 100 %

**Permitted Use:** The Birding and Nature Center, open to the public, for charitable, educational, cultural, community, scientific and research purposes and events, including but not limited to, as a nature center providing environmental education and promoting conservation action through programs, classes and other activities; as a sanctuary for the protection of birds, other wildlife and their habitat; as a venue for fundraising, private parties, weddings, community events, parking concessions and other events; together with uses incidental thereto; and consisting of office space,

theater space, classroom space, meeting space, and storage, exhibits, food concession, a shop for the sale of items determined by Tenant/Operator, demonstration gardens, interpretive areas and trails, boardwalks, and driveways and parking areas.

**Operating Hours:** Monday through Sunday, 8:00am-5:00pm, or a minimum of eight (8) operating hours per day.

**Tenant's/Operator's Insurance:** As required by Insurance Addendum

**Owner's Insurance:** As required by Insurance Addendum

**Tenant's/Operator's Rebuilding Obligations:** If the Premises are damaged by fire or other elements, Tenant/Operator will be responsible for repairing or rebuilding any Tenant/Operator leasehold improvements.

#### **A. Definitions**

*A.1.* "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

*A.2.* "Essential Services" means utility connections reasonably necessary for occupancy of the Premises for the Permitted Use; provided however, that Tenant/Operator/Operator shall be responsible for all charges related to Tenant/Operator's usage of electricity, water, sewer, gas, cable, telephone, internet or any other services used by Tenant/Operator.

*A.3.* "Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant/Operator is required to maintain.

*A.4.* "Rent" means Base Rent plus any other amounts of money payable by Tenant/Operator to Owner.

*A.5.* "Taxes and Insurance" means all ad valorem taxes and all insurance costs incurred by Owner with respect to the Premises.

#### **B. Tenant/Operator's Obligations**

*B.1.* **Tenant/Operator agrees to—**

*B.1.a.* Lease the Premises for the entire Term.

*B.1.b.* Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

*B.1.c.* Obey (i) all laws relating to Tenant's/Operator's use, maintenance of the condition, and occupancy of the Premises and Tenant's/Operator's use of any Common Areas; (ii) any



requirements imposed by utility companies serving or insurance companies covering the Premises; and (iii) any rules and regulations of the Premises adopted by Owner.

*B.1.d.* Pay monthly, in advance, without demand, on the fifth day of the month, the Base Rent to Owner at Owner's Address.

*B.1.e.* Use a security/lock system approved by Owner and provide Owner with such access keys and codes as necessary to access all areas of the Premises.

*B.1.f.* Intentionally deleted.

*B.1.g.* Pay a late charge of five (5) percent of any Rent not received by Owner by the tenth day after it is due.

*B.1.h.* Obtain and pay for all utility services used by Tenant/Operator and not provided by Owner.

*B.1.i.* Pay Tenant's/Operator's Pro Rata Share of any utility services provided by Owner, and all charges related to Tenant's/Operator's use of electricity, water, sewer, gas, cable, telephone, Internet and any other related services.

*B.1.j.* Allow Owner to enter the Premises at any time to perform Owner's obligations, inspect the Premises, and upon reasonable notice and at mutually agreeable times, to use the Premises in ways not inconsistent with Tenant's/Operator's use.

*B.1.k.* Repair, replace, and maintain any part of the Premises that Owner is not obligated to repair, replace, or maintain, normal wear excepted.

*B.1.l.* Keep the sidewalks, parking lots, service and access ways, and loading areas adjacent to the Premises clean and unobstructed.

*B.1.m.* Submit in writing to Owner any request for repairs, replacement, and maintenance that are the obligations of Owner.

*B.1.n.* (i) Continuously and in good faith conduct on the entire Premises the type of business for which the Premises are leased in an efficient and reputable manner and (ii) except during reasonable periods for repairing, cleaning, and decorating, keep the Premises open to the public for business during Operating Hours.

*B.1.o.* Meet or exceed the standards set forth on the attached **Schedule 1**, entitled Operating Agreement, and incorporated fully herein.

*B.1.p.* On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the lease, identifies any amendments to the lease, describes any rights to extend the Term or purchase rights, lists defaults by Owner, and provides any other information reasonably requested by Owner.



*B.1.q.* INDEMNIFY, DEFEND, AND HOLD OWNER AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES IF CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF TENANT/OPERATOR OR ITS AGENTS, INCLUDING IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF TENANT/OPERATOR OR ITS AGENTS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF TENANT/OPERATOR'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF OWNER BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER , LIENHOLDER, OR THEIR RESPECTIVE AGENTS.**

***B.2.* Tenant/Operator agrees not to—**

*B.2.a.* Use the Premises for any purpose other than the Permitted Use.

*B.2.b.* Create a nuisance.

*B.2.c.* Permit any waste.

*B.2.d.* Use the Premises in any way that would increase insurance premiums or void Owner's insurance.

*B.2.e.* Change the lock system without Owner's written consent.

*B.2.r.* Alter the Premises with the Owner's written consent.

*B.2.g.* Allow a lien to be placed on the Premises.

*B.2.h.* Assign this lease or sublease any portion of the Premises without Owner's written consent.

*B.2.i.* Use the roof of the Premises.

*B.2.j.* Use or convert the conference room into an office for staff or otherwise.

**C. Owner's Obligations: Owner agrees to—**

*C.1* Beginning on the Commencement Date, lease to Tenant/Operator the Premises for the entire Term or any Renewal Term.

C.2 Provided Tenant has performed all terms and conditions of the Lease, including the payment of rent, Tenant shall peaceable and quietly hold and enjoy the Premises for the Lease term.

C.3 Provide the Essential Services.

C.4 Repair, replace, and maintain the (i) roof, (ii) foundation, (iii) Common Areas, (iv) structural soundness of the exterior walls, including windows and doors; (v) boardwalks, sidewalks, driveways and parking lots; and (vi) elevator and stairs.

C.5 INDEMNIFY, DEFEND, AND HOLD TENANT/OPERATOR HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, OCCURRING IN ANY PORTION OF THE COMMON AREAS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF OWNER'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY IF CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF OWNER OR ITS AGENTS, INCLUDING IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF OWNER OR ITS AGENTS, EVEN IF AN INJURY IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF TENANT/OPERATOR BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT/OPERATOR.**

#### **D. General Provisions**

**Owner and Tenant/Operator agree to the following:**

D.1. *Alterations.* Owner must first approve any physical additions or improvements to the Premises, in writing, and once approved, any such physical additions or improvements to the Premises made by Tenant/Operator will become the property of Owner. Owner may require that Tenant/Operator, at the end of the Term (or any Renewal Term) and at Tenant/Operator's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

D.2. *Insurance.* Tenant/Operator and Owner will maintain the respective insurance coverages described in the attached Insurance Addendum. Insurance will be bid out annually.

D.3. *Release of Claims/Subrogation.* Owner AND TENANT/OPERATOR RELEASE EACH OTHER AND LIENHOLDER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES, AND LOSS OF BUSINESS OR REVENUES THAT ARE INSURED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN INSURED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE

RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. OWNER AND TENANT/OPERATOR WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

*D.5. Casualty/Total or Partial Destruction*

*D.5.a.* If the Premises are damaged by casualty and in Owner's sole discretion, can be restored within ninety days, Owner will, at its expense, restore Owner's Obligations, to include, the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant/Operator's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant/Operator will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property and performing Tenant/Operator's Rebuilding Obligations. If Owner fails to complete the portion of the restoration for which Owner is responsible within ninety days from the date of written notification by Tenant/Operator to Owner of the casualty, Tenant/Operator may terminate this lease by written notice delivered to Owner before Owner completes Owner's restoration obligations.

*D.5.b.* If Owner cannot complete the portion of the restoration for which Owner is responsible within ninety days, Owner has an option to restore the Premises. If Owner chooses not to restore, this lease will terminate. If Owner chooses to restore, Owner will notify Tenant/Operator in writing of the estimated time to restore and give Tenant/Operator an option to terminate this lease by notifying Owner in writing within ten days from receipt of Owner's estimate. If Tenant/Operator does not notify Owner timely of Tenant/Operator's election to terminate this lease, the lease will continue and Owner will restore the Premises as provided in D.5.a. above.

*D.6. Condemnation*

*D.6.a.* If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

*D.6.b.* Tenant/Operator will have no claim to the condemnation award or proceeds in lieu of condemnation, except for relocation or other benefits that are payable to Tenant/Operator by the condemning authority but that do not reduce the award or proceeds payable to Owner.

*D.7. Default by Tenant/Operator and Owner's Remedies.* Owner's remedies for Tenant's/Operator's default are to (a) enter and take possession of the Premises, after which Owner may relet the Premises on behalf of Tenant/Operator and receive the Rent directly by reason of the

reletting, and Tenant/Operator agrees to reimburse Owner for any expenditures made in order to relet; (b) enter the Premises and perform Tenant/Operator's obligations; and (c) terminate this lease by written notice and sue for damages. Owner may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant/Operator or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

*D.8. Default/Waiver/mitigation.* All waivers must be in writing and signed by the waiving party. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedy set forth in this Agreement does not preclude pursuit of other remedies in this agreement or provided in law. Both parties have a duty to mitigate damages.

*D.9. Holdover.* If Tenant/Operator does not vacate the Premises following termination of this agreement, Tenant/Operator will become a tenant at will and must vacate the Premises on receipt of notice from the Owner. No holding over will extend the term.

*D.10 Exclusive use/Reservation of Owner's Rights.* The Premises are for the exclusive use of Tenant/Operator, subject to the following:

a. Owner may use the Premises or portions thereof, for Owner's own use, from time to time, and Owner agrees to reasonably cooperate with Tenant/Operator in scheduling events to avoid conflicts;

b. Owner has the exclusive use of at least one office in the Premises, as designated by Owner, for use by Owner's Executive Director and staff;

c. Owner has the exclusive use of the conference room in the Premises twice a month and shall schedule such with Tenant/Operator with 48 hours advance notice to Tenant/Operator.

d. Upon the mutual agreement of the parties, Owner may allow the use of and tie-ins to the Premises for promoting and facilitating the Eco-Tourism Project and its component parts.

*D.11. Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

*D.12. Venue.* Exclusive venue is in the county in which the Premises are located.

*D.13. Entire Agreement.* This lease, its exhibits, Schedules, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by Owner to Tenant/Operator. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Owner to Tenant/Operator, and Tenant/Operator is not relying on any statements or representations of any agent of Owner, that are not in this lease and any exhibits, addenda, and riders.

*D.14. Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Owner and Tenant/Operator.

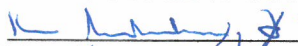
*D.15. Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

*D.16. Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

*D.17. Use of Common Areas.* Tenant/Operator will have the exclusive right to use the Common Areas subject to such reasonable rules and regulations that Owner may prescribe.

*D.18. Abandoned Property.* Owner may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

SOUTH PADRE ISLAND ECONOMIC  
DEVELOPMENT CORPORATION

  
BY: Ken Medders, Jr., President

SOUTH PADRE ISLAND BIRDING AND  
NATURE CENTER, INC.

  
BY: Mary Esterly, President



## **Insurance Addendum to Lease**

Date: AUGUST 17, 2021

This Insurance Addendum is incorporated fully in that Lease of even date between South Padre Island Economic Development Corporation ("SPIEDC") as Landlord/Owner and South Padre Island Birding and Nature Center, Inc., as Tenant/Operator.

This insurance addendum is part of the lease.

### **A. Tenant/Operator agrees to—**

1. Maintain the following coverages at its own expense:
  - a. Commercial property insurance written on a causes of loss—special form (formerly known as "all risks" form) covering Tenant's personal property, fixtures, and leasehold improvements in the Premises, and if request, naming Landlord as "Building Owner Loss Payable."
  - b. General commercial liability insurance written on an occurrence basis, including contractual liability, covering Tenant's operations within the Premises, naming Landlord, as "additional insured," and having limits in an amount acceptable to Landlord/Owner.
  - c. Workers' compensation insurance and employer's liability insurance in amounts acceptable to Landlord/Owner. Both policies must have a waiver of subrogation in favor of Landlord/Owner.
2. Deliver certificates of insurance and copies of any additional insured and waiver of subrogation endorsements to Landlord before entering the Premises and thereafter at least ten days before the expiration of the policies.
3. This shall be bid annually, unless Owner agrees otherwise.

### **B. Landlord agrees to maintain—**

1. Commercial property insurance written on a causes of loss—special form covering the building in which the Premises is located.
2. Commercial general liability insurance written on an occurrence basis, including contractual liability, covering Landlord's operations within the building in which the Premises is located and having limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

### **C. Landlord and Tenant agree that—**

1. If reasonably available, the commercial property insurance policies maintained by them will contain (a) optional coverage for agreed value to eliminate the coinsurance clause, and (b) optional coverage for replacement cost.

2. The commercial general liability insurance will be primary to the maintaining party and not contributory to any similar insurance carried by the other party and will contain a severability-of-interest clause.

## SCHEDULE 1 OPERATING AGREEMENT

Date: August 17, 2021

This Schedule 1 is incorporated fully in that Lease of even date by and between South Padre Island Economic Development Corporation ("SPIEDC"), as Landlord/Owner and South Padre Island Birding and Nature Center, Inc. ("BNC"), as Tenant/Operator, concerning the Premises known as The Birding and Nature Center ("Birding Center") located at 6801 Padre Blvd., South Padre Island Texas.

### **1) Duties of BNC:**

a) BNC will oversee the duties of the Manager of the Birding Center, all sources of revenue and operating expenses and will direct the Manager in the operation of the Birding Center.

b) BNC will prepare the annual budget of the Birding Center, oversee the budget and direct and approve all expenditures made pursuant to the said budget. Each annual budget shall be submitted to EDC for approval. The budget currently in place for the current fiscal year shall remain in place until the end of the fiscal year. Prior to the end of each fiscal year BNC will prepare and submit to EDC a proposed annual budget for EDC's approval.

c) BNC shall pay all bills of the Birding Center, which includes the salaries of all Birding Center employees, from revenue generated by the Birding Center. In the event of a projected shortfall, and the Birding Center income is insufficient to cover monthly expenses, BNC shall timely notify EDC and request a cash advance and EDC shall be authorized to advance funds to BNC to cover the shortfall. Should excess funds accumulate from income from the Birding Center subsequent to any advance by the EDC, BNC shall repay EDC from such funds for any advances made by EDC to cover Birding Center shortfalls. Cash advances, when required shall be submitted to the EDC on or before the 10th day of the month. EDC shall remit cash advances to BNC on or before the 20th day of the month that the advance was requested.

d) BNC shall set rules, guidelines, policies and procedures for operation of the Birding Center and shall prepare job descriptions for the Birding Center employees and volunteers.

e) BNC shall be responsible for hiring all Birding Center employees and shall have the authority to terminate the employment any of such employees.

f) BNC shall oversee all maintenance and construction projects at the Birding Center.

g) BNC executive director shall provide a monthly financial report, prepared by a



qualified financial person<sup>1</sup> (including cash flow, balance sheet and profit/loss statements) and present it to the EDC board of directors at their monthly meeting. Upon request from EDC and not more than annually, BNC shall have an independent certified public accountant prepare an audit of their financial status.

**2) Duties of EDC:**

a) EDC will provide cash advances to the Birding Center to cover shortfalls as set forth in section 1 (c) above.

b) EDC will pay the bond payments for the Birding Center until BNC revenues are sufficient to pay the same.

c) EDC will cooperate with and assist BNC in securing grants for the Birding Center.

d) EDC will call a meeting at least every six months to evaluate BNC's operations.

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<sup>1</sup> The individual must at least have an undergraduate degree in accounting.

**CITY OF SOUTH PADRE ISLAND  
ECONOMIC DEVELOPMENT CORPORATION  
AGENDA REQUEST FORM**

**MEETING DATE:** February 15, 2022

**NAME & TITLE:** Darla Lapeyre, EDC Director

**DEPARTMENT:** Economic Development Council

**ITEM**

Discussion to reschedule the March 2022 Board meeting date

**ITEM BACKGROUND**

The Board meeting falls during Texas week. We can reschedule the week before or the week after.

**BUDGET/FINANCIAL SUMMARY**

n/a

**COMPREHENSIVE PLAN GOAL**

n/a

**LEGAL REVIEW**

Sent to Legal:

Approved by Legal:

**RECOMMENDATIONS/COMMENTS:**