

**NOTICE OF MEETING  
CITY OF SOUTH PADRE ISLAND  
SHORELINE TASK FORCE**

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

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

**MONDAY, SEPTEMBER 11, 2017**  
3:00 P.M. AT THE MUNICIPAL BUILDING,  
CITY COUNCIL CHAMBERS, 2<sup>ND</sup> FLOOR  
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

1. Call to Order.
2. Pledge of Allegiance.
3. Public Comments and Announcements: *This is an opportunity for citizens to speak to Task Force relating to agenda or non-agenda items. **Speakers are required to address the Task Force at the podium and give their name before addressing their concerns.** [Note: State law will not permit the Shoreline Task Force to discuss debate or consider items that are not on the agenda. Citizen Comments may be referred to City Staff or may be placed on the agenda of a future Shoreline Task Force meeting]*
4. Approval of the July 31, 2017 regular meeting minutes.
5. Discussion and possible action to recommend approval of proposed Ordinance to amend 13-24 Regulation of Shade Devices and Chairs on the Public Beach, Section E. (Hill and Baldovinos)
6. Discussion and possible action to recommend approval of Memorandum of Understanding (MOU) extension with Partrac Ltd. (Hill)
7. Discussion and possible action to recommend awarding Gulf of Mexico Alliance Grant for Planning Services for South Padre Island Resilient Public Access and Education, Conservation, and Tourism Master Plan to HDR Engineering, INC. (Hill)
8. Discussion and possible action to recommend the approval of a Beach and Dune Permit to E.B. Merit for removal of vegetation at lot and exchange of material at 5102 Gulf Blvd. (Hill)
9. Discussion and possible action to recommend the approval of a change order on the Queen Isabella Causeway Boardwalk Repairs Contract. (Hill)
10. Discussion and possible action to recommend the request for quotes and selection of contractor for the remaining seven pilings for the Queen Isabella Causeway Boardwalk Repairs Contract. (Hill)
11. Adjournment.

DATED THIS THE 8<sup>TH</sup> DAY OF SEPTEMBER 2017

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Susan Hill, City Secretary

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE SHORELINE TASK FORCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS IS A TRUE AND CORRECT COPY OF SAID NOTICE AND THAT I POSTED A TRUE AND CORRECT COPY OF SAID NOTICE ON THE BULLETIN BOARD AT CITY HALL/MUNICIPAL BUILDING ON **SEPTEMBER 8, 2017** AT/OR BEFORE **3:00 P.M.** AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF AID MEETING.

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Susan Hill, City Secretary

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

**MINUTES  
CITY OF SOUTH PADRE ISLAND  
SHORELINE TASK FORCE**

**MONDAY, July 31, 2017**

**I. Call to Order.**

The Shoreline Task Force of the City of South Padre Island, Texas held a special meeting on Monday, May 22, 2017, at the Municipal Complex Building, 2<sup>nd</sup> Floor, 4601 Padre Boulevard, South Padre Island Texas. Chairman Troy Giles, called the meeting to order at 3:00 p.m. A quorum was present: Task Force Members Virginia Guillot, Stormy Wall, Neil Rasmussen, Norma Trevino, Kerry Schwartz and Thor Lassen were present at the meeting.

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

**II. Pledge of Allegiance.**

Mr. Troy Giles led the Pledge of Allegiance.

**III. Public Comments and Announcements.**

Shoreline Taskforce member Neil Rasmussen stated concerns for a third floor balcony with no protective railing located at 4702 Gulf Blvd.

**IV. Approval of the June 19, 2017 meeting minutes.**

Task Force Member Neil Rasmussen made a motion to approve the June 19, 2017 meeting minutes, seconded by Virginia Guillot. Motion passed unanimously.

**V. Discussion on Department Projects (Hill):**

A: Skudo Mat

B: Beach and dune walkover construction progress

C: Dune break map

D: Lantern-fest experiment

**VI. Discussion and possible action on UTRGV Student Internship. (Hill)**

Task Force member Norma Trevino made a motion to recommend to City Council that the contract with UTRGV regarding the Graduate Research Assistant to be cancelled and renegotiated, the motion was seconded by Neil Rasmussen. The motion passed unanimously.

**VII. Discussion and possible action on beach and dune permit for Lots 1A and 1B Block 163 Padre Beach XI subdivision, South Padre Island, Tx. (Hill)**

Task Force member Kerry Schwartz made a motion to recommend to the Texas General Land Office the beach and dune permit for Lot 1A and Lot 1B Block 163 padre beach XI subdivision, South Padre Island, seconded by Stormy Wall. The motion passed unanimously.

**VIII. Adjournment.**

There being no further business, Task Force Chairman Troy Giles adjourned the meeting at 4:06 p.m.

\_\_\_\_\_  
Jose Aguilar, Program Coordinator

\_\_\_\_\_  
Troy Giles, Chairman

**CITY OF SOUTH PADRE ISLAND  
SHORELINE TASKFORCE  
MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** 9/11/2017

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

**DEPARTMENT:** Environmental Health Services and Shoreline departments

**ITEM**

Discussion and possible action to recommend approval of first reading of Ordinance #\_\_\_\_ to amending 13-24 Regulation of Shade Devices and Chairs on the Public Beach, Section E.

**ITEM BACKGROUND**

Shortcomings of the existing wording have been highlighted by the enforcement of this ordinance in response to coastal flooding earlier this year as well as Hurricane Harvey. The Ordinance has been edited in order to remove any potential ambiguity.

**BUDGET/FINANCIAL SUMMARY**

None

**COMPREHENSIVE PLAN GOAL**

7.A Develop a diversified economy in order to increase spending on the Island throughout the year.

7.10 Continue the Island’s unique character and assets aggressively

7.18 Support ordinances, events and policies that enhance the Island’s economic development potential

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Staff recommend approval.

**ORDINANCE NUMBER 17 - \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE SOUTH PADRE ISLAND, TEXAS, AMEND TO CHAPTER 13, SEC. 13-24(E) REGULATION OF SHADE DEVICES AND CHAIRS ON THE PUBLIC BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF FIVE HUNDRED DOLLARS (\$500.00) FOR ANY VIOLATION; AND PROVIDING FOR PUBLICATION IN CAPTION FORM.**

**Whereas**, tourists from all over the world visit the City of South Padre Island;

**Whereas**, umbrella and chairs are used by many Island visitors;

**Whereas**, the storage of this equipment may pose a hazard during high wind, rain or high tides;

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

SECTION 1. Chapter 13 of the Code of Ordinances of the City of South Padre Island pertaining to Regulation of Shade Devices and Chairs on the Public Beach is hereby amended to add the following:

**Sec. 13-24      REGULATION OF SHADE DEVICES AND CHAIRS ON THE PUBLIC BEACH**

E) Damage to the dunes and dune vegetation is prohibited. In the case of a hurricane warning, National Weather Service coastal flood advisement or extreme high tides, as dictated by the City Manager or their proxy, all equipment must be removed from the beach and placed West of the "critical dune area" as defined in chapter 22 and/or away from any such area that is deemed a threat to the dunes or public safety, as determined by the City Manager or proxy. During times of ordinary weather conditions, all stored equipment must be secured to prevent movement by winds and water. Public health and safety equipment may be exempt from this ordinance.

SECTION 2. Any violation of this peddlers, solicitors, itinerant vendors, displays of merchandise outdoors and on beach, special event permits may be punished by a fine not to exceed five hundred dollars (\$500.00) for each offense, and for each day such offense shall continue shall be deemed a violation and a separate offense, and the penalty provisions of Sec. 21-2 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

SECTION 3. If for any reason any section, paragraph, subdivision, clause, phrase, word, or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this Ordinance for it is the definite intent of this City Council that

every section, paragraph, subdivision, clause, phrase, word, or provision hereof be given full force and effect for its purpose.

SECTION 4. This Ordinance shall become effective when published in caption form.

PASSED, APPROVED, AND ADOPTED on First Reading, this 6<sup>th</sup> day of September, 2017.

PASSED, APPROVED, AND ADOPTED on Second Reading, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**ATTEST:**

**CITY OF SOUTH PADRE ISLAND,  
TEXAS**

\_\_\_\_\_  
SUSAN HILL, CITY SECRETARY

\_\_\_\_\_  
BHARAT R. PATEL, MAYOR

**CITY OF SOUTH PADRE ISLAND  
SHORELINE TASKFORCE  
MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** 9/11/2017

**NAME & TITLE:** Brandon Hill, Shoreline Director

**DEPARTMENT:** Shoreline department

**ITEM**

Discussion and possible action to recommend approval of MOU extension with Partrac Ltd.

**ITEM BACKGROUND**

Partrac Ltd. Has been a valuable partner to the City of South Padre Island over the last year. This MOU serves to continue the City's relationship with Partrac at no expense to the City.

**BUDGET/FINANCIAL SUMMARY**

None

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Staff recommend approval.

**Agreement to extend ‘Memorandum of Understanding  
Between Partrac Ltd. and the City of South Padre Island’, dated  
September 12<sup>th</sup> 2016**

**Date:** September 12th 2017

**Parties:**

- Partrac Ltd., 440 Baltic Chambers, 50 Wellington Street, Glasgow G2 6HJ, United Kingdom
- City of South Padre Island, South Padre Island City Hall, 4601 Padre Blvd, South Padre Island, TX 78597, United States

**Whereas** it is hereby agreed by Partrac Ltd. ('Partrac') and The City of South Padre Island ('SPI'), to extend by a period of one year the ‘Memorandum of Understanding Between Partrac Ltd. and the City of South Padre Island’, dated September 12<sup>th</sup> 2016, as provided for in the said Memorandum of Understanding dated September 12<sup>th</sup> 2016 ('MOU').

**It is further agreed** by Partrac and SPI that all provisions, clauses and incorporated exhibits contained in the original MOU shall continue and remain in full force and effect for the duration of this extension, which shall be for one year from the date of this agreement, unless terminated sooner by either party.

Signed: .....  
Kevin Black, Director, Partrac Ltd.

Signed: .....  
**Name, Authority to sign,**  
City of South Padre Island

**CITY OF SOUTH PADRE ISLAND  
SHORELINE TASKFORCE  
MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** 9/11/2017

**NAME & TITLE:** Brandon Hill, Shoreline Director

**DEPARTMENT:** Shoreline department

**ITEM**

Discussion and Possible Action to recommend awarding Gulf of Mexico Alliance (GOMA) Grant for Planning Services for South Padre Island Resilient Public Access and Education, Conservation, and Tourism Master Plan to HDR Engineering, INC. (Hill)

**ITEM BACKGROUND**

HDR has submitted the attached Scope of Work and proposal for the City’s GOMA Grant. It involves public outreach, local research and extensive review of existing city documents in order to create a master plan that encompasses the City’s shoreline goals. HDR will review existing plans and formulate new suggestions to provide guidance and goals for our future.

**BUDGET/FINANCIAL SUMMARY**

HDR Cost: \$69,782.00  
GOMA Grant amount \$45,000.00  
SPI Match: \$22,500.00 (budgeted)

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Staff recommend approval.



August 23, 2017

MCN10060129

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

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

Mr. Hill:

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

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

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



## ● Task 1. Project Initiation

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

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

### Deliverables:

- Draft Evaluation and Prioritization Methodology Matrix

### Assumptions:

- One conference call with up to three HDR staff

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

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

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

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

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

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

### Deliverables:

- Draft Evaluation and Prioritization Matrix

Assumptions:

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

### Task 3. Vision, Goals, and New Ideas

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

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

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

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

**Deliverables:**

- Workshop Presentation
- Final Evaluation and Prioritization Matrix

**Assumptions:**

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

## **Task 4. Draft Master Plan**

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

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

**Deliverables:**

- Draft Master Plan (approximately 40-page report)

**Assumptions:**

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

## ● Task 5. Master Plan Finalization

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

### Deliverables:

- Final Master Plan, with public comments added as an Appendix

### Assumptions:

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

## ● Task 6. City Council Presentation

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

### Deliverables:

- City Council Presentation (PowerPoint)

### Assumptions:

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

## FEE

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

Task	Amount per Task
Task 1 - Project Initiation	\$ 4,135
Task 2 - Evaluation of Policies, Programs, Regulations, and Initiatives	\$ 8,799
Task 3 - Vision, Goals, and New Ideas	\$ 23,160
Task 4 - Draft Master Plan	\$ 15,613
Task 5 - Master Plan Finalization	\$ 11,743
Task 6 - City Council Presentation	\$ 6,332
<b>Total Proposed Budget:</b>	<b>\$ 69,782</b>

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

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

Sincerely,  
HDR ENGINEERING, INC.



M. Cameron Perry, P.E.  
Coastal Project Manager

AGREED TO AND ACCEPTED:  
CITY OF SOUTH PADRE ISLAND

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



Arthur B. Colwell, P.E.  
Managing Principal/Vice President

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: Contract Terms and Conditions

# HDR Engineering, Inc.

## Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

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

### 2. INSURANCE/INDEMNITY

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

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

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

### 4. CONSTRUCTION PROCEDURES

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

### 5. CONTROLLING LAW

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

### 6. SERVICES AND INFORMATION

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

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

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

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

### 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

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

### 8. RE-USE OF DOCUMENTS

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

### 9. TERMINATION OF AGREEMENT

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

### 10. SEVERABILITY

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

### 11. INVOICES

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

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

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

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

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

## 12. CHANGES

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

## 13. CONTROLLING AGREEMENT

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

## 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

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

## 15. HAZARDOUS MATERIALS

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

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

## 16. EXECUTION

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

## 17. ALLOCATION OF RISK

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

## 18. LITIGATION SUPPORT

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

## 19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement.

## 20. UTILITY LOCATION

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

**CITY OF SOUTH PADRE ISLAND  
SHORELINE TASKFORCE  
MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** 9/11/2017

**NAME & TITLE:** Brandon Hill, Shoreline Director

**DEPARTMENT:** Shoreline department

**ITEM**

Discussion and Possible Action to recommend the approval of a Beach and Dune Permit to E.B. Merit for removal of vegetation at lot and exchange of material at 5102 Gulf Blvd.

**ITEM BACKGROUND**

E.B. Merit currently is performing permitted construction of two townhomes on the North adjoining lot. Unbeknownst to the City Staff E.B. Merit removed the vegetation (non-dune variety) and sand from 5102 Gulf Blvd as well. The elevation was returned to the original height utilizing foundation fill. The contractor has come forward requesting an after-the-fact permit to allow this alteration and seeks to perform no more construction activities at this lot at this time.

**BUDGET/FINANCIAL SUMMARY**

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Staff recommend approval.



# Beach & Dune Application

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

### Site for Proposed Work

Legal Description: Lot 1A - Block 156 Physical Address: 5102 GOLF BLVD.  
PADRE BEACH - SECTION X

### Property Owner Information

### Applicant / Agent for Owner

Name: Access SPI LLC  
Mailing Address: 7220 Bob Bullock Loop STE 4A  
City: LAREDO State: TEXAS  
Zip: 78041 Country: \_\_\_\_\_  
Phone Number: 956-648-8273  
Fax Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Name: ENRIQUE GARZA - EB MERIT  
Mailing Address: 5119 McCOLL RD.  
City: McAllen, TX. State: TEXAS  
Zip: 78504 Country: Hidalgo  
Phone Number: 956 551-7664  
Fax Number: \_\_\_\_\_  
E-Mail Address: EGARZA@EBMerit.com

I / We, owners of the above-mentioned property, authorize the applicant stated above, to act in my behalf in order to acquire a Beach and Dune permit for the construction proposed below. (owner initials here \_\_\_\_\_)

Owner(s) Signature(s): [Signature]  
Date: \_\_\_\_\_

Applicant Signature: [Signature]  
Date: 8-17-17

### Project Description

Describe with as much as detail as possible, the construction proposed. If more room is needed, please include an additional page. Include the number of habitable units, amenities, swimming pools, fences, kinds of fences, whether footings and/or retaining walls will be installed, and locations of proposed landscaping and parking.

Removal of vegetation at lot of +/- 12" depth  
Refill of lot with Foundation fill to +/- 12"  
No change of existing grades occurred.  
(SEE ATTACHED E-MAIL DESCRIPTION TO BRAWDOW  
HILL

Total Square Footage of Footprint of Habitable Structure: 0  
Total Area of Impervious Surface (i.e. retaining walls, walkways, drives, patios, etc.): 0  
Percentage Impervious Surface ((impervious surface / habitable footprint) \* 100): 0

Please Note: the percentage of impervious surface cannot exceed 5% in an eroding area.

Approximate Duration of Construction: 3 DAYS

### Financial Plan for the Removal of All Hard Structures

All properties which are allowed to build retaining walls on their property are allowed to do so with the condition that a financial plan for the removal of the retaining wall is submitted to the Public Works Department of the City of South Padre Island. Removal of the retaining wall at the owner's expense may be required if/once the retaining wall comes into regular contact with wave action for twenty (20) out of thirty (30) consecutive days. The City accepts the submission of a Retaining Wall Covenant, or other financial guarantee, insuring the removal of the retaining wall if the required conditions are met.

Type of Plan Submitted: NA

Date Submitted: \_\_\_\_\_

### Drainage

Describe the impact that the proposed construction will have on the natural drainage pattern on the site and adjacent lots

No change in the drainage on site.

The proposed construction will change the grading and the drainage on the subject property. (An explanation will be required detailing where the water will drain.)

Explanation / Other Information: NA

### Impacts to Beach / Dune System

Answer each question as completely as possible in narrative form.

1. What damage will this proposed construction have on the dune vegetation located at the project site?

No damage to dune vegetation whatsoever.

The proposed construction will impact 0 % of the dune vegetation site. (An explanation of the "impact" will be required.)

The proposed construction will require the removal and relocation of 0 % of the dune vegetation on site. (The submission of a mitigation plan will be required.)

Explanation / Other Information: NA

2. How will the proposed construction alter the dune size/shape at the project site?

No change to dune size/shape whatsoever.

The proposed construction will change 0 % of the size/shape of dunes on site. (Details will be required.)

The proposed construction will require the removal and relocation of 0 % of the dunes on site. (The submission of a mitigation plan will be required.)

Explanation / Other Information: NA

3. How will the proposed construction change the hydrology of the dunes at the project site?

No change to dune hydrology whatsoever.

The proposed construction will impact dune hydrology on site. (Details will be required.)

Explanation / Other Information: NA

4. Describe alternatives to the proposed construction or method of construction which will cause fewer or no adverse effects on dunes and dune vegetation.

NA

5. Describe alternatives to the proposed construction or method of construction which will cause fewer or no adverse impairment to beach access.

NA

### Mitigation Plan

Describe the methods which you will use to avoid, minimize, mitigate and/or compensate for any adverse effects on dunes or dune vegetation

Explanation / Other Information: No work done east of Historical Building line

#### Financial Plan for Dune Mitigation:

If required by the City Council, a financial guarantee (irrevocable letter of credit or a performance bond, etc.) may be necessary to insure the mitigation of dunes/dune vegetation takes place as proposed and required of the applicant.

Type of Plan Submitted: LIA Date of Submission: \_\_\_\_\_

### Checklist of Additional Required Application Information

#### An accurate map, plat or site plan showing:

- 1. Legal description of the property (lot, block, subdivision) and the immediately adjoining property.
- 2. Location of all existing structures - including the habitable and inhabitable structures, swimming pools, decks, fences, parking areas, landscape areas, etc.
- 3. Location of the Historical Building Line on the subject property and the extension of the line on the properties immediately adjoining the subject property to the north and to the south.
- 4. Location and elevation of existing retaining walls - both on the subject property and those properties immediately adjoining the subject property to the north and to the south.
- 5. Location of proposed structure(s) - if proposing the construction of a retaining wall, please also include the proposed elevation of the retaining wall. NA
- 6. Location of proposed driveways, parking areas (showing the # of proposed parking spaces) and landscape areas. NA
- 7. Location of all existing and proposed beach access paths and/or dune walkovers. NA
- 8. Location and extent of any man-made vegetated mounds, restored dunes, fill activities, or any other pre-existing human modifications on the tract. NA
- 9. Topographical survey of the site identifying all elevations, existing contours of the project area (including dunes and scales) and the proposed contours of the final grade. Photos enclosed of Before & After

#### Other required application information:

- 1. A grading and layout plan showing proposed contours for the final grade.
- 2. The floor plan(s) and elevation(s) of the structure proposed to be constructed or expanded. NA
- 3. Photographs of the site which clearly show the current location of the vegetation line & existing dunes on the tract within the last 6 months.
- 4. Copy of the Flood Rate Map showing the location of the subject property. (FEMA.GOV - Map Search)
- 5. Copy of the Historical Erosion Rate Map as determined by the University of Texas at Austin, Bureau of Economic Geology (beg.utexas.edu)
- 6. Application Fee of \$180 for Staff Approved applications and \$300 for City Council Approved applications.

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

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

LOT 5, BLOCK 156

PROPERTY PRIOR TO REPLAT

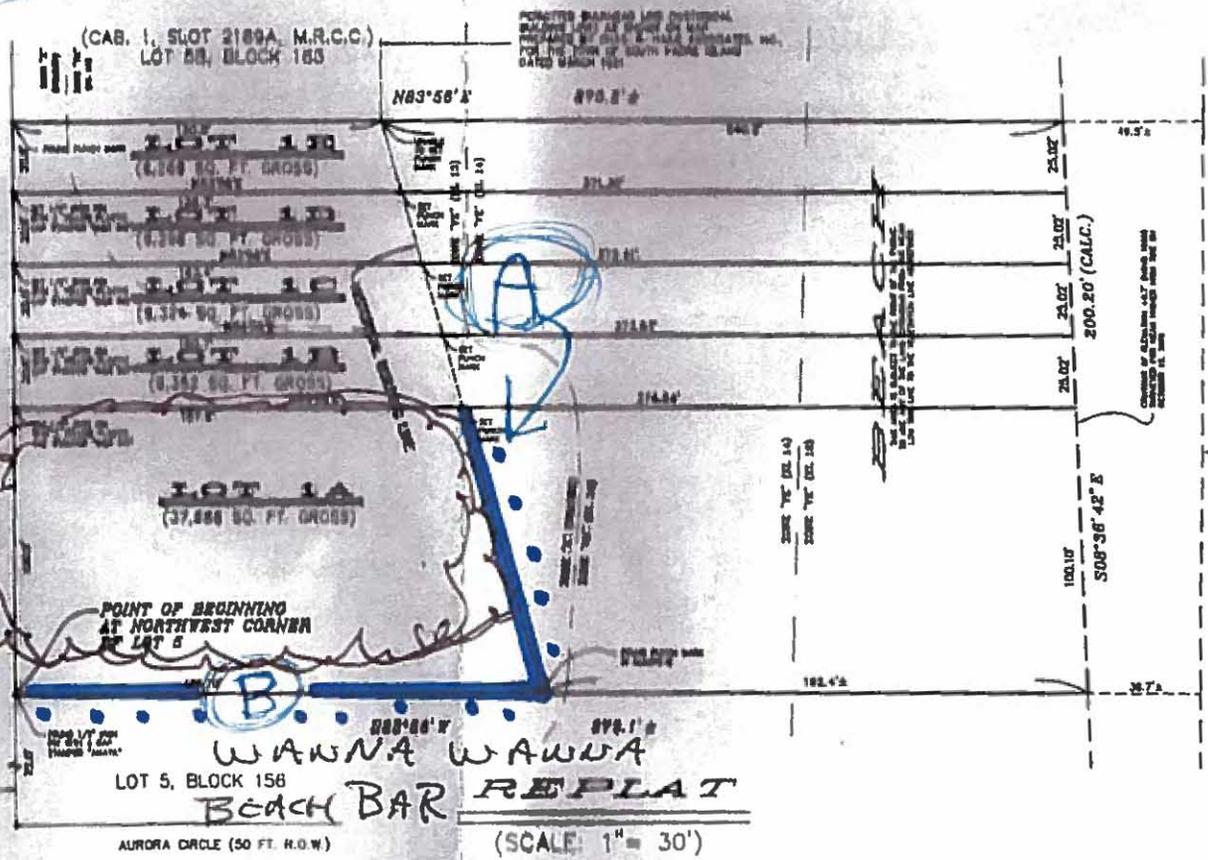
(SCALE: 1" = 30')

NOTES:

1. MONUMENTATION FOUND ALONG THE EAST RIGHT-OF-WAY LINE OF GULF BOULEVARD WAS HELD FOR BASIS OF BEARING.
2. THIS TRACT LIES IN FLOOD ZONES "B" (SHADED), "C" (ELEV. 13), "D" (ELEV. 14), "E" (ELEV. 16) AS PER THE F.I.A. FLOOD INSURANCE RATE MAP OF DALLAS COUNTY, TEXAS, PARCEL NO. 05010, REVISED MARCH 9, 1999.
3. REFERENCE NOS BENCH MARK 714367 (ELEV. 8.84) (N.E.V.L.) (1988) AND IS LOCATED ON THE WEST RIGHT-OF-WAY LINE OF PADRE BOULEVARD BETWEEN OLIVERA ROUTH DRIVE AND SANGRETT DRIVE.
4. LOT 1 IS ZONED "B" MULTI-FAMILY, APT. HOTEL, HOTEL, CONDO, TOWNHOUSE DWELLING DISTRICT, PER CHAPTER 50 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND'S ZONING CODES.
5. ZONE "B" SETBACKS PER SECTION 50-7.0 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH PADRE ISLAND'S ZONING CODES.
6. LOTS 1B, 1C, 1D AND 1E ARE DESIGNATED FOR TOWNHOUSE USE ONLY.

Notes at (A) & (B)  
 Reference exist.  
 Retaining wall  
 at +/- 13'-3" ASL

(CAB. 1, SLOT 2189A, M.R.C.C.)  
LOT 5B, BLOCK 180



LOT 5, BLOCK 156

WAWNA WAWNA

BEACH BAR

REPLAT

(SCALE: 1" = 30')

AURORA CIRCLE (50 FT. R.O.W.)



5102 Gulf Blvd.

8

SECTION 18, T. 10 N., R. 10 E., S. 10 W., MAP RECORDS NO. 2848 A

STATE OF TEXAS  
COUNTY OF CAMERON

BEFORE ME, THE UNDERSIGNED AUTHORITY OF THE STATE OF TEXAS, I HAVE KNOWN MR. S. DAVID DEANDA, JR., PRESIDENT OF LOWE STAR NATIONAL, INC., AND HE HAS REQUESTED THAT I EXECUTE THIS INSTRUMENT FOR THE PURPOSES AND CONSIDERATIONS HEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

NOTARY PUBLIC  
COUNTY

STATE OF TEXAS  
COUNTY OF CAMERON

I, THE UNDERSIGNED, MR. S. DAVID DEANDA, JR., DULY AUTHORIZED OFFICER OF THE LOWE STAR NATIONAL, INC., BEING HEREIN AS LOT 1, BLOCK NUMBER ONE (1), OF THE WAWNA WAWNA BEACH BAR REPLAT, SECTION X, CITY OF SOUTH PADRE ISLAND, TEXAS, ON ITS PART OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAT RELATING TO THE SECURITY INTEREST ON THE PLAT THE PLATING OF THE PROPERTY AS PROVIDED FOR

MR. S. DAVID DEANDA, JR., PRESIDENT OF LOWE STAR NATIONAL, INC.

STATE OF TEXAS  
COUNTY OF CAMERON

BEFORE ME, THE UNDERSIGNED AUTHORITY OF THE STATE OF TEXAS, I HAVE KNOWN MR. S. DAVID DEANDA, JR., PRESIDENT OF LOWE STAR NATIONAL, INC., AND HE HAS REQUESTED THAT I EXECUTE THIS INSTRUMENT FOR THE PURPOSES AND CONSIDERATIONS HEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

NOTARY PUBLIC  
COUNTY

FINAL OF "LOTS 1A, 1B, 1C, 1D, 1E" PADRE BEACH

BEING A PART OF LOT NUMBER ONE (1), BLOCK NUMBER ONE (1), OF THE WAWNA WAWNA BEACH BAR REPLAT, SECTION X, CITY OF SOUTH PADRE ISLAND, TEXAS, ACCORDING TO THE 2848 A, MAP RECORDS OF

SCALE: 1" = 30' PREPARED SEPTEMBER 2000

Meja & Engineering

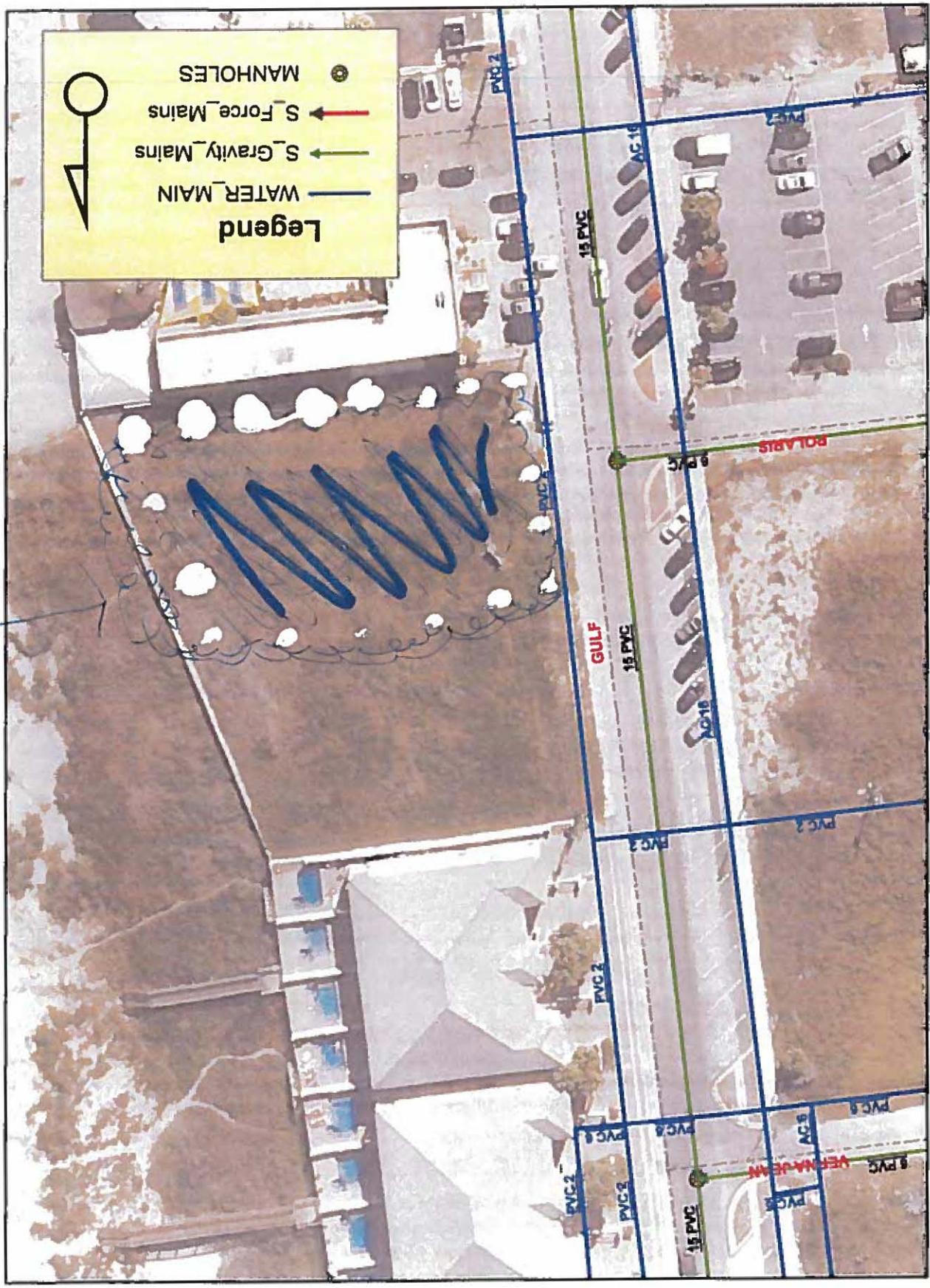
T.B.P.E. T.B.P.A. 1843 West Park P.O. Box 3761

OWNER: ACCESS SPI, LLC 7228A BOB BULLOCK LOOP LAREDO, TEXAS 78041 (956) 544-3022 (956) 544-3068 FAX

email: meja@accessspi.com G.F. NO. N/A

Photo of before

5102 Gulf Blvd



8/17/2017

RE: Beach and dune applications

RE: Beach and dune applications

From: kirk@ebmerit.com

Sent: Wed, Aug 16, 2017 at 1:30 pm

To: Brandon Hill

Cc: Mac@ebmerit.com, Enrique Garza, brandon, saray, julio

image6dfb2.PNG (20.6 KB) image436a9e.PNG (< 1 KB) image9971f7.PNG (1 KB) imagef77f33.PNG (2.3 KB) — Download all

Brandon,

EB MERIT Construction is currently under permit for development at 5106-5108 Gulf Blvd.

In scraping and prepping AND applying 12" of fill to the adjacent lot (5102 Gulf) for the simple purpose of providing a staging/ access area for the construction of 5106-5108 Gulf I apparently did responsibility for it.

As superintendent, I authorized our sub-contractor to remove the foliage (approximate 12" depth) at 5102 Gulf and then I installed a comparable amount of river sand ( approximately 16- 19 PI from the existing prior to foliage removal to my plan or knowledge.

ALL work was done to simply provide access for equipment and trucks. Our development company is the owner of 5102 Gulf, as well.

My foliage removal and fill work is done at this point.

At NO point were the dune areas east of the Historical Building Line compromised whatsoever.

I was given a copy of the B & D permit this morning by Mr. Moore after speaking with he and David Travis.

No grading or fill work was done with the intent to subvert the Beach & Dune Act. Nor to my observations, was any work done by us to subvert the B & D Act.

Please inform as to how we can make this concern whole.

Best regards,

Kirk E. DeMoss  
EB MERIT Construction  
Phone - 956-433-6377

—Original Message—

From: "Brandon Hill" <BHill@MySPI.org>  
Sent: Wednesday, August 16, 2017 11:22am  
To: "kirk@ebmerit.com" <kirk@ebmerit.com>  
Cc: "Darla A. Jones" <DJones@MySPI.org>  
Subject: Beach and dune applications

Hello,

I understand that you have a project that you will require a beach and dune permit for.

If you can describe to me the project I can provide guidance and step you through the process.

Thanks

Brandon Hill

Get Outlook for Android  
**Brandon Hill | Shoreline Management Director**  
City of South Padre Island |Shoreline Management  
4601 Padre Blvd South Padre Island, Texas 78597  
Office: 956-761-8166 | Fax: 956-761-3898 |  
E-mail: BHill@myspi.org www.MySPI.org  
How did I do? Please take our Customer Service Survey by clicking here.



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**CITY OF SOUTH PADRE ISLAND  
SHORELINE TASKFORCE  
MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** 9/11/2017

**NAME & TITLE:** Brandon Hill, Shoreline Director

**DEPARTMENT:** Shoreline department

**ITEM**

Discussion and Possible Action to recommend the approval of a change order on the Queen Isabella Causeway Boardwalk Repairs Contract.

**ITEM BACKGROUND**

The advanced and severely damaged piles (24 total) were repaired in accordance with the Bryant Industrial Services (BIS) contract. Upon completion of the BIS contract, International Consulting Engineers (ICE) and BIS did a preliminary assessment of the remaining piles at the request of the City of South Padre Island and discovered that of the remaining piles, 13 are now considered to have section loss that is at the advanced damage level.

The City Staff suggests that a change order is made in order to allow 6 of the 13 damaged piles to be repaired. This is the maximum allowable under this contract.

**BUDGET/FINANCIAL SUMMARY**

	Original Contract Value	25% Allowable Change Order	New Project Estimate	Total
Cost	\$61,600.00	\$14,100.00	\$16,450.00	\$92,150.00
Pilings fixed	24	6	7	37

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

**RECOMMENDATIONS/COMMENTS**

Staff recommend approval.

September 1, 2017

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

Re: **Queen Isabella Causeway Boardwalk Repairs – Post Repairs Assessment**

Dear Mr. Hill:

Enclosed please find attached a summary of the current condition of the remaining piles for the above referenced project and below a table of prior conditions based on a 2014 assessment

<b>Pile Conditions Per 2014 Conditions Report</b>
Minor Damage to Pile = 109
Moderate Damage to Pile = 41
Advanced Damage to Pile = 20 (BIS Repaired)
Severe Damage to Pile = 4 (BIS Repaired)
Total Piles = 174

The advanced and severely damaged piles (24 total) were repaired in accordance with the Bryant Industrial Services (BIS) contract.

Upon completion of the BIS contract, ICE and BIS did a preliminary assessment of the remaining piles at the request of the City of South Padre Island and discovered that of the remaining piles, 13 are now considered to have section loss that is at the Advanced Damage level.

Of the 109 piles that were previously classified as minor damage, nine (9) piles are now at the moderate damage level and three (3) are at the advanced damage level. Ten (10) piles that were previously classified as moderate damage are now at the advanced damage level as well.

In summary, observed conditions at the final walkthrough were as follows.

- 97 piles are now at the minor damage level
- 40 piles are now at the moderate damage level
- 13 piles are now at the advanced damage level
- 0 piles are at the severe damaged level
- 24 piles have been repaired

Mr. Brandon Hill  
RE: Queen Isabella Causeway Boardwalk Repairs – Post Repairs Assessment  
Page 2 of 2

In accordance with the contract, a change order for this project shall not exceed a maximum value of \$15,400 (25% of the original contract value of \$61,600) which would allow for approximately 6 of the now considered advanced damage piles to have jackets placed on them. According to the contract schedule of values the cost shall be \$2,350 per jacket which gives a total of \$14,100.

If the City of South Padre Island decides to move forward with the change order, based on preliminary assessment and contractor provided information piles P33A, P40A, P42A, P60B, P61A, and P67B can be considered for repairs with this change order. I.C.E. can provide a more detailed assessment, evaluation, project management, inspection, and coordination at the City's request.

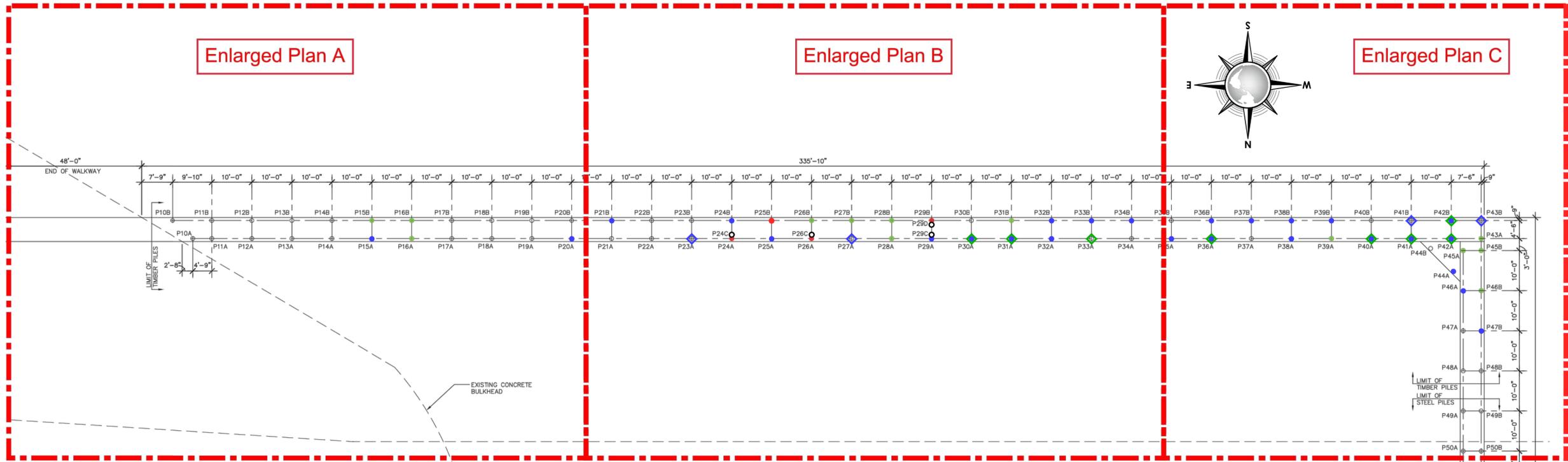
Please let me know if you have any questions regarding this matter.

Sincerely,  
I.C.E.



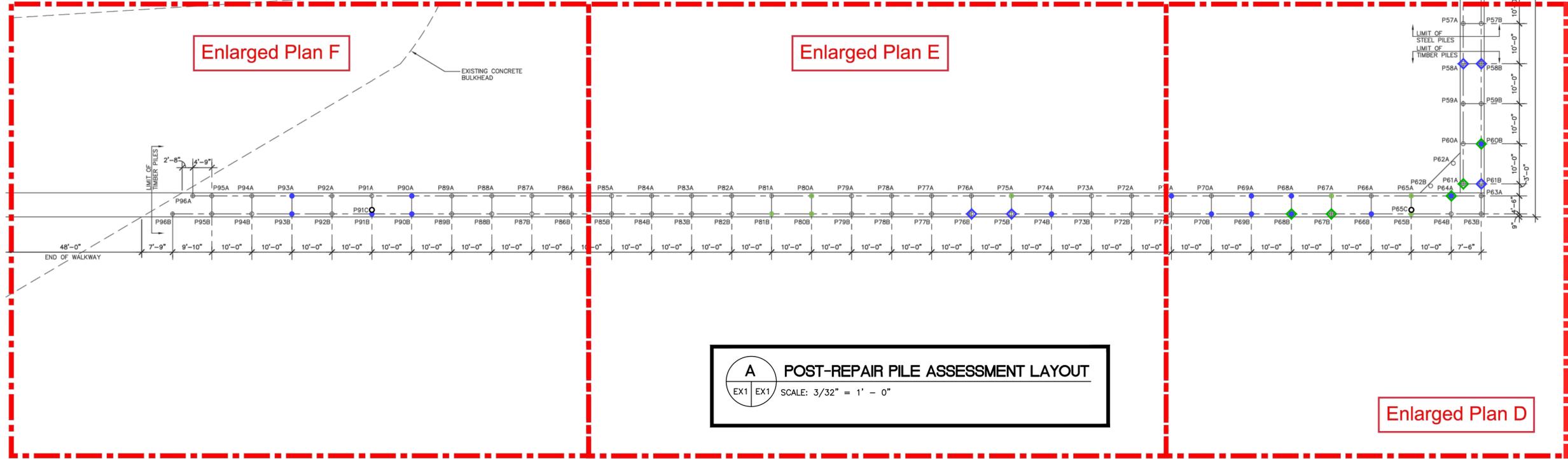
Jesus J. Jimenez, P.E., CFM, MSCE  
Project Manager

FILE NAME: F:\2016\City of South Padre Island\Board Walk Repairs\Drawings\EXHIBITS\POST-REPAIR\_PILE\_ASSESSMENT.dwg LAYOUT NAME: Layout1 PLOTTED: Wednesday, September 06, 2017 4:55pm USER: Clementino



- GENERAL NOTES:**
- INDICATES MINOR DAMAGE TO PILE. (ADDITIVE BID #3) (109 TOTAL)
  - INDICATES MODERATE DAMAGE TO PILE. (ADDITIVE BID #2) (41 TOTAL)
  - INDICATES ADVANCED DAMAGE TO PILE. (ADDITIVE BID #1) (20 TOTAL) (REPAIRED)
  - INDICATES SEVERE DAMAGE TO PILE. (BASE BID) (4 TOTAL) (REPAIRED)
  - ◇ INDICATES MODERATE DAMAGE TO PILE (POST-REPAIR ASSESSMENT) (9 TOTAL)
  - ◇ INDICATES ADVANCED DAMAGE TO PILE (POST-REPAIR ASSESSMENT) (13 TOTAL)
  - THESE DOCUMENTS WERE PREPARED BASED ON THE QUEEN ISABELLA CAUSEWAY STRUCTURAL INSPECTION PEDESTRIAN WALKWAY REPORTS LEVEL I & II, DATED NOVEMBER 22, 2013 AND JANUARY 6, 2014.
  - TIMBER PILES ARE 12-INCH DIAMETER ROUND PILES.
  - STEEL PILES ARE 9-INCH DIAMETER WITH 0.25 INCH WALL THICKNESS AND 12-INCH DIAMETER BY 10-FOOT LONG HDPE SLEEVES, AND GROUTED WITH CONCRETE.
  - THESE DRAWINGS WERE PREPARED ARE BASED ON INSPECTION REPORT AND DRAWINGS PREPARED BY GREEN, RUBIANO & ASSOCIATES.

PARK ROAD 100 (QUEEN ISABELLA CAUSEWAY)



**A** POST-REPAIR PILE ASSESSMENT LAYOUT  
EX1 EX1 SCALE: 3/32" = 1' - 0"

CONSULTANT'S SHEET  
PROJECT NO. 16450-06

THIS DOCUMENT IS  
RELEASED FOR THE  
PURPOSE OF BIDDING  
UNDER THE AUTHORITY  
OF JESUS J. JIMENEZ  
P.E.# 100765  
ON 9/06/17  
IT IS NOT TO BE USED  
FOR ANY OTHER  
PURPOSE.

**IE**  
INTERNATIONAL CONSULTING ENGINEERS  
PHONE: 361.926.5805 555 N. CARANAHUA ST. STE. 860  
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I.C.E. FIRM REGISTRATION #F-10837



CITY OF SOUTH PADRE ISLAND  
BOARDWALK REPAIRS

POST-REPAIR PILE ASSESSMENT LAYOUT

REVISION NO. DATE BY DESCRIPTION  
DRAWING NO. **EX1**  
SHEET 1 of 1

**CITY OF SOUTH PADRE ISLAND  
SHORELINE TASKFORCE  
MEETING  
AGENDA REQUEST FORM**

**MEETING DATE:** 9/11/2017

**NAME & TITLE:** Brandon Hill, Shoreline Director

**DEPARTMENT:** Shoreline department

**ITEM**

Discussion and Possible Action to recommend the request for quotes and selection of contractor for the remaining seven pilings for the Queen Isabella Causeway Boardwalk Repairs Contract.

**ITEM BACKGROUND**

The advanced and severely damaged piles (24 total) were repaired in accordance with the Bryant Industrial Services (BIS) contract. Upon completion of the BIS contract, International Consulting Engineers (ICE) and BIS did a preliminary assessment of the remaining piles at the request of the City of South Padre Island and discovered that of the remaining piles, 13 are now considered to have section loss that is at the advanced damage level.

The City Staff suggests that a new project is began in order to allow 7 of the 13 damaged piles to be repaired. This will repair the remaining pilings that could not be covered under the existing contract. They are unable to be covered by the existing contract because the maximum change order allowable (25% of original cost) will have been reached with the installation of 6 pilings.

**BUDGET/FINANCIAL SUMMARY**

	Original Contract Value	25% Allowable Change Order	New Project Estimate	Total
Cost	\$61,600.00	\$14,100.00	\$16,450.00	\$92,150.00
Pilings fixed	24	6	7	37

**COMPREHENSIVE PLAN GOAL**

**LEGAL REVIEW**

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

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

Comments:

**RECOMMENDATIONS/COMMENTS**

Staff recommend approval.

September 1, 2017

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

Re: **Queen Isabella Causeway Boardwalk Repairs – Post Repairs Assessment**

Dear Mr. Hill:

Enclosed please find attached a summary of the current condition of the remaining piles for the above referenced project and below a table of prior conditions based on a 2014 assessment

<b>Pile Conditions Per 2014 Conditions Report</b>
Minor Damage to Pile = 109
Moderate Damage to Pile = 41
Advanced Damage to Pile = 20 (BIS Repaired)
Severe Damage to Pile = 4 (BIS Repaired)
Total Piles = 174

The advanced and severely damaged piles (24 total) were repaired in accordance with the Bryant Industrial Services (BIS) contract.

Upon completion of the BIS contract, ICE and BIS did a preliminary assessment of the remaining piles at the request of the City of South Padre Island and discovered that of the remaining piles, 13 are now considered to have section loss that is at the Advanced Damage level.

Of the 109 piles that were previously classified as minor damage, nine (9) piles are now at the moderate damage level and three (3) are at the advanced damage level. Ten (10) piles that were previously classified as moderate damage are now at the advanced damage level as well.

In summary, observed conditions at the final walkthrough were as follows.

- 97 piles are now at the minor damage level
- 40 piles are now at the moderate damage level
- 13 piles are now at the advanced damage level
- 0 piles are at the severe damaged level
- 24 piles have been repaired

Mr. Brandon Hill  
RE: Queen Isabella Causeway Boardwalk Repairs – Post Repairs Assessment  
Page 2 of 2

In accordance with the contract, a change order for this project shall not exceed a maximum value of \$15,400 (25% of the original contract value of \$61,600) which would allow for approximately 6 of the now considered advanced damage piles to have jackets placed on them. According to the contract schedule of values the cost shall be \$2,350 per jacket which gives a total of \$14,100.

If the City of South Padre Island decides to move forward with the change order, based on preliminary assessment and contractor provided information piles P33A, P40A, P42A, P60B, P61A, and P67B can be considered for repairs with this change order. I.C.E. can provide a more detailed assessment, evaluation, project management, inspection, and coordination at the City's request.

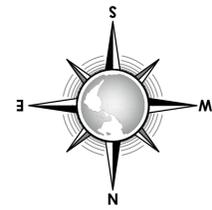
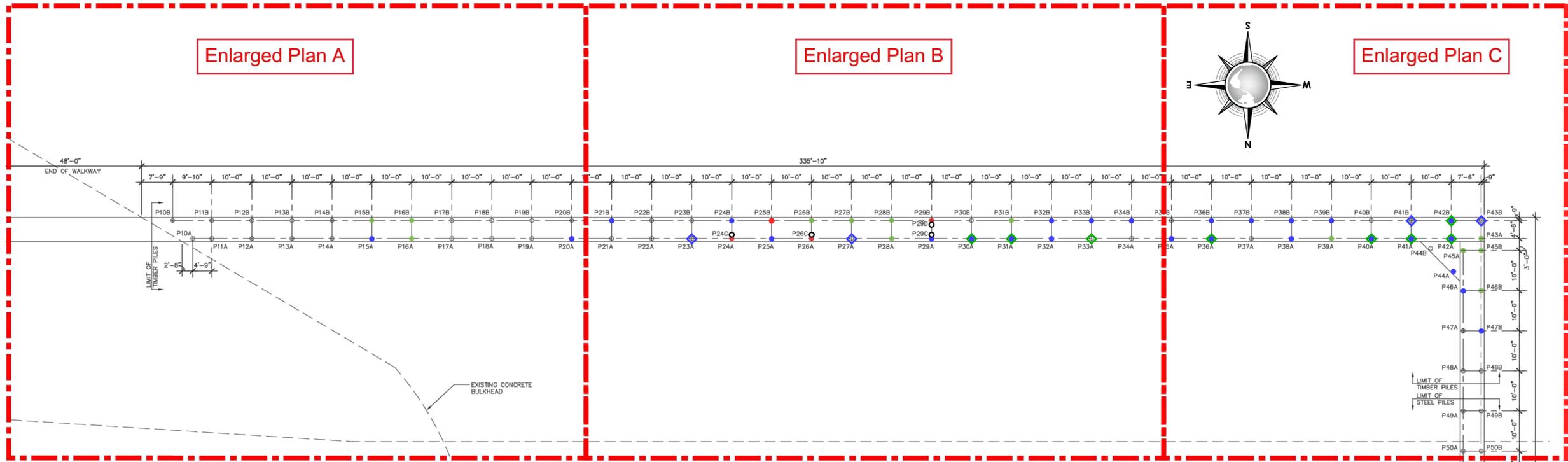
Please let me know if you have any questions regarding this matter.

Sincerely,  
I.C.E.



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

FILE NAME: F:\2016\City of South Padre Island\Board Walk Repairs\Drawings\EXHIBITS\POST-REPAIR\_PILE\_ASSESSMENT.dwg LAYOUT NAME: Layout1 PLOTTED: Wednesday, September 06, 2017 - 4:52pm USER: Clementino



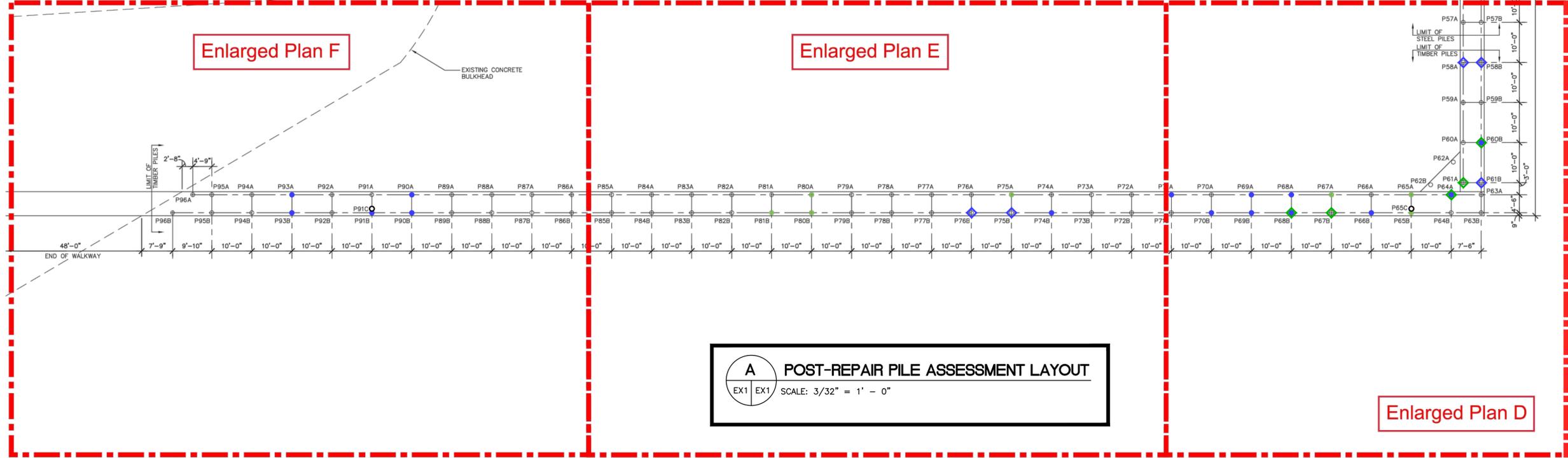
Enlarged Plan A

Enlarged Plan B

Enlarged Plan C

- GENERAL NOTES:**
- INDICATES MINOR DAMAGE TO PILE. (ADDITIVE BID #3) (109 TOTAL)
  - INDICATES MODERATE DAMAGE TO PILE. (ADDITIVE BID #2) (41 TOTAL)
  - INDICATES ADVANCED DAMAGE TO PILE. (ADDITIVE BID #1) (20 TOTAL) (REPAIRED)
  - INDICATES SEVERE DAMAGE TO PILE. (BASE BID) (4 TOTAL) (REPAIRED)
  - ◇ INDICATES MODERATE DAMAGE TO PILE (POST-REPAIR ASSESSMENT) (9 TOTAL)
  - ◇ INDICATES ADVANCED DAMAGE TO PILE (POST-REPAIR ASSESSMENT) (13 TOTAL)
  - THESE DOCUMENTS WERE PREPARED BASED ON THE QUEEN ISABELLA CAUSEWAY STRUCTURAL INSPECTION PEDESTRIAN WALKWAY REPORTS LEVEL I & II, DATED NOVEMBER 22, 2013 AND JANUARY 6, 2014.
  - TIMBER PILES ARE 12-INCH DIAMETER ROUND PILES.
  - STEEL PILES ARE 9-INCH DIAMETER WITH 0.25 INCH WALL THICKNESS AND 12-INCH DIAMETER BY 10-FOOT LONG HDPE SLEEVES, AND GROUTED WITH CONCRETE.
  - THESE DRAWINGS WERE PREPARED ARE BASED ON INSPECTION REPORT AND DRAWINGS PREPARED BY GREEN, RUBIANO & ASSOCIATES.

PARK ROAD 100 (QUEEN ISABELLA CAUSEWAY)



Enlarged Plan F

Enlarged Plan E

Enlarged Plan D

**A** POST-REPAIR PILE ASSESSMENT LAYOUT  
 EX1 EX1 SCALE: 3/32" = 1' - 0"

CONSULTANT'S SHEET  
 PROJECT NO. 16450-06

THIS DOCUMENT IS  
 RELEASED FOR THE  
 PURPOSE OF BIDDING  
 UNDER THE AUTHORITY  
 OF JESUS J. JIMENEZ  
 P.E.# 100765  
 ON 9/06/17  
 IT IS NOT TO BE USED  
 FOR ANY OTHER  
 PURPOSE.

**IE**  
 INTERNATIONAL CONSULTING ENGINEERS  
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