



City of Corpus Christi

1201 Leopard Street
Corpus Christi, TX 78401
cctexas.com

Meeting Agenda - Final-revised

City Council

Tuesday, August 31, 2021

11:30 AM

Council Chambers

Addendums may be added on Friday.

Public Notice: Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's office (at 361-826-3105) at least 48 hours in advance so that appropriate arrangements can be made.

Si Usted desea dirigirse al Concilio y cree que su inglés es limitado, habrá un intérprete inglés-español en todas las juntas del Concilio para ayudarle.

This meeting may be held via videoconference call pursuant to Texas Government Code § 551.127. If this meeting is held via videoconference call or other remote method of meeting, then a member of this governmental body presiding over this meeting will be physically present at the location of this meeting unless this meeting is held pursuant to Texas Government Code § 551.125 due to an emergency or other public necessity pursuant to Texas Government Code § 551.045.

- A. Mayor Paulette M. Guajardo to call the meeting to order.
- B. Invocation to be given by Father Pete Elizardo, Corpus Christi Cathedral.
- C. Pledge of Allegiance to the Flag of the United States and to the Texas Flag to be led by Alexa Aceves, Texas A&M Corpus Christi Student.
- D. City Secretary Rebecca L. Huerta to call the roll of the required Charter Officers.
- E. Proclamations / Commendations
 - 1. [21-1201](#) Proclamation declaring September 2021 as "Life Insurance Awareness Month".
Proclamation declaring September 11, 2021 as "Operations K.E.Y.S. (Keep Every Youth in School) Day".

F. PUBLIC COMMENT - APPROXIMATELY 12:00 P.M. To speak during this public comment period, you must sign up before the meeting begins. Each speaker is limited to a total of no more than 3 minutes per speaker. You will not be allowed to speak again on an item when the Council is considering the item. Time limits may be restricted further by the Mayor at any meeting. If you have a petition or other information pertaining to your subject, please present it to the City Secretary. Written comments may be submitted at cctexas.com/departments/city-secretary. Electronic media that you would like to use may only be introduced into the City system IF approved by the City's Information Technology (IT) Department at least 24 hours prior to the Meeting. Please contact IT at 826-3211 to coordinate. This is a public hearing for all items on this agenda.

G. CITY MANAGER'S COMMENTS / UPDATE ON CITY OPERATIONS:

- a. COVID-19 Update
- b. Capital Projects Update (Park Road 22 Bridge, Airline Road, Ocean Drive, Cole Park Pier, Seawall Maintenance, TxDOT Turnaround at North Beach)
- c. Hurricane Preparedness Reminder by Billy Delgado, Emergency Management Coordinator
- d. Seawater Desalination Update by Mike Murphy, Chief Operating Officer

H. BOARD & COMMITTEE APPOINTMENTS:

- 2. [21-1074](#) Capital Improvement Advisory Committee (3 vacancies)
Parks and Recreation Advisory Committee (7 vacancies)
Senior Corps Advisory Committee (1 vacancy)
Watershore and Beach Advisory Committee (1 vacancy)

I. EXPLANATION OF COUNCIL ACTION:

- 3. [21-1202](#) Approval of the August 12, 2021 Budget Workshop, August 19, 2021 Budget Workshop and the August 24, 2021 Regular Meeting Minutes.

Consent - Second Reading Ordinances

- 4. [21-0889](#) Ordinance authorizing the acceptance of \$32,965.90 from the Firehouse Subs Public Safety Foundation for a 12-Lead cardiac monitor to support the Corpus Christi Fire Department; and appropriating \$32,965.90 into the Fire Grants Fund.

Sponsors: Fire Department

- 5. [21-0851](#) Ordinance authorizing execution of the Community Youth Development

Program contract with the Texas Department of Family and Protective Services from September 1, 2021 to August 31, 2026 in the amount of \$2,406,250.00, and appropriation of the funds in the No. 1060 Grants Fund for the Community Youth Development Program; and authorizing subcontracts with Boys & Girls Club of the Coastal Bend, Inc., in the approximate annual amount of \$36,453.63, Communities in Schools of the Coastal Bend in the approximate annual amount of \$185,353.18, and the YWCA Corpus Christi in the approximate annual amount of \$37,941.10.

Sponsors: Parks and Recreation Department and Contracts and Procurement

6. [21-1073](#) Ordinance adding Section 13-27 to Corpus Christi Code to authorize emergency demolition of dangerous building due to sudden acts; and providing penalty.

Sponsors: Neighborhood Services

Consent - Contracts and Procurement

7. [21-0721](#) Resolution authorizing a four-year service agreement with Xylem Water Solutions USA, Inc., of Charlotte, North Carolina, for a total amount not to exceed \$311,756.00, for preventative maintenance and repair services for the Ultraviolet Disinfection System at the Broadway Wastewater Treatment Plant for the Utilities Department, effective upon issuance of notice to proceed, with FY 2021 funding in the amount of \$12,989.83 available through the Wastewater Fund.

Sponsors: Utilities Department and Contracts and Procurement

8. [21-1020](#) Motion authorizing the lease-purchase, via JP Morgan, of one John Deere 210G LC FT4 excavator from Doggett Heavy Machinery Services, LLC of Corpus Christi, Texas through the Sourcewell Cooperative, for a total amount of \$310,735.43 to be used by Solid Waste Operations, effective upon issuance of letter of acceptance, with FY 2021 funding in the amount of \$5,178.92 available through the General Fund and the remaining lease payments to commence in FY 2022.

Sponsors: Solid Waste Operations and Contracts and Procurement

Consent - Capital Projects

9. [21-0774](#) Motion awarding a construction contract to Head, Inc., Columbus, Ohio, for the Corpus Christi Army Depot - Defense Economic Adjustment Assistance Grant for Flight Line Improvements consisting of constructing and striping a 30-foot concrete roadway and restriping the helicopter parking and landing areas in the flight line, in an amount of \$863,195.05, with FY 2021 funding available from the Community Development Grant Fund.

Sponsors: Engineering Services and Contracts and Procurement

General Consent Items

10. [21-1062](#) Resolution approving an amendment to the Corpus Christi B Corporation Guidelines and Criteria for Granting Business Incentives, specifically that the Mayor, the Mayor's appointee to the Corpus Christi Regional Economic Development Corporation, the City Manager and appropriate City staff will receive courtesy copies of applications as soon as they are received by the Corpus Christi Regional Economic Development Board.

Sponsors: Finance & Business Analysis

K. RECESS FOR LUNCH

L. BUDGET RELATED ITEMS: (ITEMS 11 - 24)

11. [21-1170](#) Public Hearing and First Reading Ordinance adopting the City of Corpus Christi Operating Budget for the Fiscal Year 2021-2022, beginning October 1, 2021; Authorizing personnel complements; providing for copy to be filed with the County Clerk; appropriating funds as provided in the budget; and adopting the Infrastructure Management Plan.

Sponsors: Office of Management and Budget

12. [21-1181](#) Public Hearing and First Reading Ordinance adopting the City of Corpus Christi Fiscal Year 2021-2022 Capital Budget in the amount of \$444,548,826, beginning October 1, 2021.

Sponsors: Office of Management and Budget

13. [21-1171](#) Public Hearing and First Reading Ordinance setting a property tax rate of \$0.646264 per \$100 valuation which is effectively a 4.84% increase over the no-new-revenue tax rate.

Sponsors: Finance & Business Analysis

14. [21-1172](#) Ordinance ratifying the property tax increase reflected in the FY 2021-2022 Operating Budget that will require raising more revenue from property taxes than in the FY 2020-2021 Operating Budget in amount of \$9,095,758.

Sponsors: Office of Management and Budget

15. [21-1088](#) Public Hearing and First Reading Ordinance adopting Subchapter C of Chapter 552 of the Texas Local Government Code and declaring the drainage of the City of Corpus Christi ("City") to be a public utility and part of the City's combined utility system and establishing the City's storm water system as a municipal drainage utility system; incorporating existing facilities into the municipal drainage utility system; providing for segregation of revenue from drainage charges; and providing that issuance of storm water revenue bonds or combined (water, wastewater, gas and storm water) utility revenue bonds may be repaid with revenue from the municipal drainage utility system charge.

Sponsors: Public Works/Street Department

16. [21-1087](#) Public Hearing and First Reading Ordinance amending Chapter 55, Utilities, of the City Code of Ordinances to levy a schedule of storm water drainage charges to all benefitted properties in the service area of the City of Corpus Christi, Texas; creating a drainage utility fund; providing exemptions; providing for penalties, interest, and other remedies for nonpayment of drainage charges; providing an appeals and adjustment process, providing a repealer clause and savings clause.
Sponsors: Public Works/Street Department
17. [21-0803](#) Ordinance amending various sections of the Code of Ordinances, Chapter 9, Aviation, by revising Corpus Christi International Airport fees, rates, and charges and other necessary edits, corrections, and clarifications; and providing an effective date.
Sponsors: Aviation Department
18. [21-1206](#) Ordinance amending Corpus Christi Code for Development Services Department by adjusting fees for Technical Construction Codes, Excavation and Fill, Unified Development Code, Zoning, Beachfront Construction, Dune Protection; and Billboards; adding fees for review and inspections of public infrastructure; modifying the qualifications for reduced fees; and providing an effective date.
Sponsors: Development Services
19. [21-1203](#) Ordinance amending Corpus Christi Code for Fire Department by adding the ambulance fee schedule.
Sponsors: Fire Department
20. [21-1182](#) Ordinance amending Corpus Christi Code for Health and Sanitation adjusting on-site sewage disposal systems inspection fee; and providing an effective date.
Sponsors: Health Department
21. [21-1205](#) Ordinance amending Corpus Christi Code by adding the Animal Care Services fee schedule; adjusting fees; and providing an effective date.
Sponsors: Neighborhood Services
22. [21-1184](#) Ordinance amending Corpus Christi Code by adding the Parks & Recreation Department fee schedule including Parks, Marina and Beach fee schedules; adjusting fees; and providing an effective date.
Sponsors: Parks and Recreation Department and Municipal Marina
23. [21-1183](#) Ordinance amending Corpus Christi Code, Chapter 21, for Solid Waste Department by adjusting fees and providing an effective date.
Sponsors: Solid Waste Operations
24. [21-1066](#) Ordinance amending Corpus Christi Code regarding water and wastewater rates effective January 1, 2022; and also amending Corpus Christi Code effective October 1, 2021 to establish revised wastewater

surcharge fees for high strength waste dischargers such as operations primarily engaged in slaughtering or meat packing operations.

Sponsors: Water Utilities Department

M. INDIVIDUAL CONSIDERATION ITEMS:

N. FIRST READING ORDINANCES: (ITEMS 25 - 26)

25. [21-1009](#) Ordinance amending section 12-31 of the City Code regarding no wake zones in the Intracoastal Waterway between Packery Channel and Marker 37; providing for penalty of up to \$500 per violation, severance, publication, an effective date; with FY 2021 funding in an estimated amount of \$8,000 available through the General Fund for signage installation.

Sponsors: Parks and Recreation Department

26. [21-1196](#) Ordinance authorizing the execution of a Commercial Land Lease Agreement with Blue Marlin Holdings, LLC for two tracts of City owned land totaling 1.268-acres for use as a recreational vehicle park called Puerto del Sol RV Park, located at the northern end of North Beach in Council District 1, for a monthly fee in an amount of \$1,225.00 for a five-year term from October 1, 2021 to September 30, 2026.

Sponsors: Engineering Services

O. BRIEFINGS: (NONE)

P. EXECUTIVE SESSION: (ITEM 27)

27. [21-1077](#) **Executive Session pursuant to Texas Government Code § 551.071** and Texas Disciplinary Rules of Professional Conduct Rule 1.05 to consult with attorneys concerning legal issues related to the purchase, exchange, lease, and/or value of property at, near or adjacent to the Fire station 3 at 1401 Morgan Avenue and/or the Zavala Senior Center at 510 Osage, and **Texas Government Code § 551.072** to discuss and deliberate the potential purchase, exchange, and/or value of the aforementioned areas of said real property.

Q. ADJOURNMENT

CAPITAL IMPROVEMENT ADVISORY COMMITTEE

Three (3) vacancies with two (2) terms concurrent with City Council terms and one (1) terms to 8-16-2023. Each Council Member and Mayor will nominate a member and the City Manager will nominate the remaining six (6) members subject to confirmation by the full Council. *(Staff is recommending the postponement of Council Member Lerma's appointment for further recruitment and the postponement of the City Manager's appointment).*

Duties

The committee shall serve in an advisory capacity; advise and assist the City Council in adopting land use assumptions; review the capital improvements plan, land use assumptions and impact fees, and file written comments in accordance with Chapter 395 of the Texas Local Government Code; monitor and evaluate the implementation of the capital improvements plan; file semiannual reports with respect to the progress of the capital improvements plan and report to City Council any perceived inequities in implementing the plan or imposing the impact fee; and advise the City Council of the need to update or revise the land use assumptions, capital improvements plan, and impact fee. Other duties as assigned by City Council that relate to impact fees.

Composition

The Capital Improvements Advisory Committee shall consist of 15 members appointed by City Council of which at least six shall be representatives of the real estate, development, or building industry (RE/DEV/BI) who are not employees or officials of a political subdivision or governmental entity and one member shall be a representative of the City's extraterritorial jurisdiction (ETJ) if impact fees are proposed for that area. Each City Council Member and the Mayor will nominate a member and the City Manager will nominate the remaining six members. Quorum shall consist of eight members.

Member size	Term length	Term Length	Term Length	Term Limit
15	9 - concurrent with Council terms	6 - 2 years	6 - 2 years	6 years

Name	District	Term	Appt. date	End date	Appointing Authority	Position	Status	Category
George Laster	District 5	1	8/31/2021	11/1/2022	City Council	Council Member Gil Hernandez's Rep.	New	Development
Vacant	District 5	1	N/A	N/A	City Council	City Manager	New	
Vacant		1	N/A	N/A	City Council	Council Member Billy Lerma's Rep.	New	
Rosie G Collin	District 5	1	8/17/2021	11/1/2022	City Council	Mayor Paulette Guajardo's Rep.	Active	Building Industry
Rudy Garza	District 1	1	8/17/2021	11/1/2022	City Council	Council Member Michael T. Hunter's Rep.	Active	Real Estate
Jesus J Jimenez PE	District 5	1	8/17/2021	11/1/2022	City Council	Council Member Roland Barrera's Rep.	Active	DEV/BI
Moses Mostaghasi	District 5	1	8/17/2021	11/1/2022	City Council	Council Member John Martinez's Rep.	Active	RE/DEV/BI
Ramiro Munoz III	District 5	1	8/17/2021	11/1/2022	City Council	Council Member Ben Molina's Rep.	Active	RE/DEV/BI

Name	District	Term	Appt. date	End date	Appointing Authority	Position	Status	Category
Everett Roy	District 1	1	8/17/2021	11/1/2022	City Council	Council Member Greg Smith's Rep.	Active	RE/DEV/BI
Trey Summers	District 4	1	8/17/2021	11/1/2022	City Council	Council Member Mike Pusley's Rep.	Active	RE/DEV/BI
Gabe Guerra	District 5	1	8/17/2021	8/16/2023	City Manager with Council Confirmation	City Manager	Active	Real Estate
Alex H Harris	Other / Non-Res	1	8/17/2021	8/16/2023	City Manager with Council Confirmation	City Manager	Active	City's Extraterritorial Jurisdiction
Anne S Mahaffey	District 3	1	8/17/2021	8/16/2023	City Manager with Council Confirmation	City Manager	Active	Development
Kim H Schmid	District 4	1	8/17/2021	8/16/2023	City Manager with Council Confirmation	City Manager	Active	Development
Velda G. Tamez	District 4	1	8/17/2021	8/16/2023	City Manager with Council Confirmation	City Manager	Active	RE/DEV

CAPITAL IMPROVEMENT ADVISORY COMMITTEE

Applicants

Name	District	Status	Category	Representative
Jennifer M Aleman	District 3	Applied	Real Estate	
Carl E Crull	District 5	Applied		
George E. Laster Jr.	District 5	Applied	Development	Council Member Gil Hernandez's Appointee
Jacqueline O'Neill	District 2	Applied	Real Estate	
Stephenie R Rhodes	District 5	Applied		

Application for a City Board, Commission, Committee or Corporation**Profile**

Jennifer

First Name

M

Middle Initial

Aleman

Last Name



Email Address

4410 Donegal

Street Address

Corpus Christi

City

TX

State

78413

Postal Code

What district do you live in? *☒ District 3**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**

40

Home: (361) 549-3127

Primary Phone

Home: (361) 549-3127

Alternate Phone

Mirabal Montalvo

Employer

Real Estate Agent

Job Title

Work Address - Street Address and Suite Number

5702 S Staples Suite E1

Work Address - City

Corpus Christi

Work Address - State

Texas

Work Address - Zip Code

78413

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

CAPITAL IMPROVEMENT ADVISORY COMMITTEE: Submitted

Interests & Experiences

Are you a registered voter?

☐ Yes ☒ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

Current Real Estate agent and property manager. Head volunteer and coordinator for the Muscular Dystrophy Association

Why are you interested in serving on a City board, commission or committee?

I would like to get involved and help support my community

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

No person shall be appointed by the Mayor or Council Members to serve on more than one board, commission, committee or corporation at the same time. If you currently serve as a voting member for a board, commission, committee or corporation are you willing to resign your current seat to serve on another board, commission, committee or corporation?

☒ Yes ☐ No

Demographics

Gender

☒ Female

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☐ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☐ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☐ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☐ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☐ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☐ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

n/a

Board-specific questions (if applicable)

Question applies to HUMAN RELATIONS COMMISSION

The Human Relations Commission preferred representatives from certain categories. Do you qualify for any of the following categories? *

- ☒ Business of Selling of Dwellings
☒ Business of Renting of Dwellings

Question applies to CAPITAL IMPROVEMENT ADVISORY COMMITTEE

The Capital Improvement Advisory Committee must include representatives from certain industries. Do you qualify for any of the following industries? *

☒ Real Estate

Question applies to CAPITAL IMPROVEMENT ADVISORY COMMITTEE

One member shall be a representative of the City's extraterritorial jurisdiction if impact fees are proposed. Do you qualify?

☐ Yes ☒ No

Verification

City Code Requirement - Residency

As a board, commission, or committee member, you will be asked to adhere to City Code of Ordinances, Section 2-65, which states that all members of City boards and commissions, including ad hoc committees, appointed by the City, must be residents of the city. A move outside the city limits of the city by any member shall constitute automatic resignation from the particular board or commission on which such member served.

☒ I Agree

City Code Requirement - Attendance

As a board, commission, or committee member, you will be asked to adhere to City Code of Ordinances, Section 2-61, which provides that absences from more than 25% of regularly scheduled meetings during a term year on the part of any board, commission, or committee member shall result in an automatic termination. An absence shall be deemed unexcused unless excused by the board, commission or committee for good cause no later than its next meeting after the absence.

☒ I Agree

Consent for Release of Information

I understand that if any member of the public makes a request for information included in this application or in any attachment (e.g. resume or supporting documentation) for appointment it is subject to and must be disclosed under the Texas Public Information Act. I understand that under the Texas Public Information Act, my home address and home telephone number is subject to public disclosure unless I am elected or appointed to the position which I seek. I hereby consent to the release of my home address and home telephone number should it be requested under the Texas Public Information Act prior to my possible appointment or election. I hereby release the City of Corpus Christi, and its agents, employees and officers, from any and all liability whatsoever if the information must be released pursuant to the Texas Public Information Act.

☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

Application for a City Board, Commission, Committee or Corporation**Profile**

Carl

First Name

E

Middle Initial

Crull

Last Name

Email Address

8025 Villefranche Dr.

Street Address

CORPUS CHRISTI

City

TX

State

78414

Postal Code

What district do you live in? *☒ District 5**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**

42

Mobile: (361) 816-5773

Primary Phone

Home: (361) 993-4888

Alternate Phone

Crull Engineering, LLC

Employer

Owner

Job Title

Work Address - Street Address and Suite Number

8025 Villefranche Dr.

Work Address - City

CORPUS CHRISTI

Work Address - State

TX

Work Address - Zip Code

78414

Work Phone

3618165773

Work E-mail address

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

CAPITAL IMPROVEMENT ADVISORY COMMITTEE: Submitted

Interests & Experiences

Are you a registered voter?

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

Planning Commission (Term limited as of 7/31/2020)

Education, Professional and/or Community Activity (Present)

B.S. Civil Engineering, University of Missouri 1971 MBA Corpus Christi State University (now TAMUCC)
1982 Regional Water Planning Group, TAMUCC Engineering Advisory Council, Rotary Club

If you applied for multiple boards, which boards are you most interested in serving on, in order of preference? (Limit to top three)

Port Authority

Why are you interested in serving on a City board, commission or committee?

To continue to serve the community and to continue in contribute to its continued growth and prosperity.

[Upload a Resume](#)

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

No person shall be appointed by the Mayor or Council Members to serve on more than one board, commission, committee or corporation at the same time. If you currently serve as a voting member for a board, commission, committee or corporation are you willing to resign your current seat to serve on another board, commission, committee or corporation?

☐ Yes ☐ No

Demographics

Ethnicity

☒ Caucasian/Non-Hispanic

Gender

☒ Male

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☐ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☐ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☐ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☐ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☐ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☐ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

n/a

Board-specific questions (if applicable)

Question applies to CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT CORPORATION,CORPUS CHRISTI B CORPORATION,PLANNING COMMISSION

Are you a registered voter?

☒ Yes ☐ No

Question applies to CAPITAL IMPROVEMENT ADVISORY COMMITTEE

The Capital Improvement Advisory Committee must include representatives from certain industries. Do you qualify for any of the following industries? *

☒ None of the above\,

Question applies to CAPITAL IMPROVEMENT ADVISORY COMMITTEE

One member shall be a representative of the City's extraterritorial jurisdiction if impact fees are proposed. Do you qualify?

☐ Yes ☒ No

Verification

City Code Requirement - Residency

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☒ I Agree

Consent for Release of Information

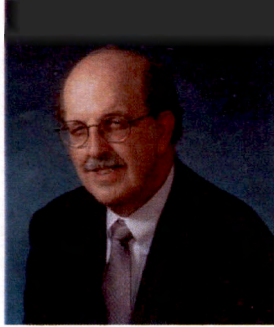
I understand that if any member of the public makes a request for information included in this application or in any attachment (e.g. resume or supporting documentation) for appointment it is subject to and must be disclosed under the Texas Public Information Act. I understand that under the Texas Public Information Act, my home address and home telephone number is subject to public disclosure unless I am elected or appointed to the position which I seek. I hereby consent to the release of my home address and home telephone number should it be requested under the Texas Public Information Act prior to my possible appointment or election. I hereby release the City of Corpus Christi, and its agents, employees and officers, from any and all liability whatsoever if the information must be released pursuant to the Texas Public Information Act.

☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree



Carl E. Crull, P.E.

Mr. Crull's experience includes Municipal and Consultant Engineering, Engineering Management, and City Management. In Kansas City, MO, he worked for the City of Kansas City Engineering Division—Storm and Sanitary Sewer, Subdivision Review, Construction Management, and Streets & Structures divisions; and served in the 110th Combat Engineers Battalion, Missouri National Guard.

EDUCATION

Master of Business Admin.,
Business
Administration/Mgmt. Texas
A & M University-
Corpus Christi 1982

Bachelor of Science Civil
Engineering University of
MO Columbia 1971

REGISTRATIONS

Professional Engineer
Missouri United States No
E-16751 Issued 01/01 1976

Professional Engineer
Texas United States No
46706 Issued 01/16 1980

PROFESSIONAL MEMBERSHIPS

American Society of Civil
Engineers (ASCE). Member

National Society of
Professional Engineers
(NSPE). Texas Society
Member

HONORS

Nueces Chapter TSPE
Engineer of the Year 1998
Univ. of MO Distinguished
Civil Engineering Alumni
2010

Seeking a faster career path and warmer weather, in 1979 he relocated to Corpus Christi, where he first was employed by the **City of Corpus Christi** as **Chief Design Engineer**. Promoted to **City Engineer** (1987), he moved up to **Assistant City Manager—Public Works & Utilities** (1994), **managing 11 City departments with 1100 employees**.

Significant projects during his tenure include permitting, construction and opening of a 2200-acre regional sanitary landfill; permitting, design and construction of the 104-mile, 64-inch diameter raw water Mary Rhodes Pipeline, from Lake Texana to Corpus Christi, augmenting regional water supply. (Water delivery began 24 months after project authorization, fast-tracked by severe drought nearly depleting storage in two existing reservoirs.) He also helped acquire additional water rights from the Lower Colorado River, and construction of Mary Rhodes Pipeline Phase II.

In 1999, Mr. Crull joined **HDR Engineering** as **Vice President** and Manager of the small Corpus Christi office, successfully diversifying HDR's local services and increasing area client base. In 2005, he originated acquisition of *Shiner Moseley Associates*, a large local firm with port and marine structures, and coastal engineering specialties, significantly increasing HDR's capabilities in the South Texas region and coastal United States. During this period of company-wide acquisitions, HDR, Inc. became a larger national, then global engineering and architecture company. He retired as Marketing Director in 2016.

In 2016, Mr. Crull formed **Crull Engineering, LLC** to continue providing quality consulting engineering and program management services to the community and area.

Mr. Crull has a wealth of experience in municipal water (supply, treatment and distribution) systems, wastewater (collection and treatment) systems, storm drainage systems, streets, airport, public buildings, and marina facilities. He also has experience in the administration of city land use ordinances (platting and zoning). He enjoys excellent working relations with numerous organizations including regional cities, Nueces and San Patricio Counties, Texas Department of Transportation, Texas Commission on Environmental Quality, Port Corpus Christi, FAA, EPA, Texas Water Development Board, Nueces River Authority, a broad base of community leaders and consulting firms.

He currently serves on the **City of Corpus Christi Planning Commission** (City Council appointment); **TWDB Region N Water Supply Planning Group**; **Texas A&M University-Corpus Christi Engineering Advisory Council**; member of TAMU-CC and Texas State Aquarium President's Councils; Downtown Rotary. Previously served on United Way of Coastal Bend Board (12 years, 4 as Treasurer), University of MO Engineering Alumni Board (6 years) and Texas Council of Engineering Companies Board (4 Years)

Contact Information

Carl E. Crull, P.E.

361-816-5773 (mobile)
361-993-4888

8025 Villefranche Drive
Corpus Christi, TX 78414

Application for a City Board, Commission, Committee or Corporation**Profile**

Mr. George E. Laster Jr.
Prefix First Name Middle Initial Last Name Suffix

[REDACTED]
Email Address

6802 Witts Way
Street Address

Corpus Christi TX 78414
City State Postal Code

What district do you live in? *

☒ District 5

Current resident of the city?

☒ Yes ☐ No

If yes, how many years?

2 years

Mobile: (361) 774-2338 Mobile: (361) 774-5818
Primary Phone Alternate Phone

NA NA
Employer Job Title

Work Address - Street Address and Suite Number

NA

Work Address - City

NA

Work Address - State

NA

Work Address - Zip Code

NA

Work Phone

NA

Work E-mail address

NA

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

CAPITAL IMPROVEMENT ADVISORY COMMITTEE: Submitted

Interests & Experiences

Are you a registered voter?

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

Federal & State Government Enforcement University of Maryland Governmental Graduate Studies
Roselyn, Maryland Former Legislative liason and Custodian Assistant Conflict Resolution Instructor Legal
Librarian of Security Clearances Job Development University Adjunct Professor

If you applied for multiple boards, which boards are you most interested in serving on, in order of preference? (Limit to top three)

No.

Why are you interested in serving on a City board, commission or committee?

Improving and enhancing the Community. Highlighting disabilities in parks, easements, infrastructures, residential areas and throughout the City. Recommending and implementing positive changes in our Community.

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

No person shall be appointed by the Mayor or Council Members to serve on more than one board, commission, committee or corporation at the same time. If you currently serve as a voting member for a board, commission, committee or corporation are you willing to resign your current seat to serve on another board, commission, committee or corporation?

☐ Yes ☐ No

Demographics

Gender

☒ Male

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☐ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☐ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☐ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☐ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☐ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☐ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

N/A

Board-specific questions (if applicable)

Question applies to CAPITAL IMPROVEMENT ADVISORY COMMITTEE

The Capital Improvement Advisory Committee must include representatives from certain industries. Do you qualify for any of the following industries? *

☒ Development\,

Question applies to CAPITAL IMPROVEMENT ADVISORY COMMITTEE

One member shall be a representative of the City's extraterritorial jurisdiction if impact fees are proposed. Do you qualify?

☐ Yes ☐ No

Verification

City Code Requirement - Residency

As a board, commission, or committee member, you will be asked to adhere to City Code of Ordinances, Section 2-65, which states that all members of City boards and commissions, including ad hoc committees, appointed by the City, must be residents of the city. A move outside the city limits of the city by any member shall constitute automatic resignation from the particular board or commission on which such member served.

☒ I Agree

City Code Requirement - Attendance

As a board, commission, or committee member, you will be asked to adhere to City Code of Ordinances, Section 2-61, which provides that absences from more than 25% of regularly scheduled meetings during a term year on the part of any board, commission, or committee member shall result in an automatic termination. An absence shall be deemed unexcused unless excused by the board, commission or committee for good cause no later than its next meeting after the absence.

☒ I Agree

Consent for Release of Information

I understand that if any member of the public makes a request for information included in this application or in any attachment (e.g. resume or supporting documentation) for appointment it is subject to and must be disclosed under the Texas Public Information Act. I understand that under the Texas Public Information Act, my home address and home telephone number is subject to public disclosure unless I am elected or appointed to the position which I seek. I hereby consent to the release of my home address and home telephone number should it be requested under the Texas Public Information Act prior to my possible appointment or election. I hereby release the City of Corpus Christi, and its agents, employees and officers, from any and all liability whatsoever if the information must be released pursuant to the Texas Public Information Act.

☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

Application for a City Board, Commission, Committee or Corporation

ProfileJacqueline

First Name

O'Neill

Last Name


Email Address330 barracuda pl

Street Address

Corpus Christi

City

TX

State

78411

Postal Code

What district do you live in? *☒ District 2**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**12Mobile: (361) 947-8003

Primary Phone

Home: (361) 947-8003

Alternate Phone

Self

Employer

Realtor

Job Title

Work Address - Street Address and Suite Number5334 Everhart Rd suite 200**Work Address - City**Corpus Christi**Work Address - State**Tx**Work Address - Zip Code**78411

Work E-mail address

Jac@JaciOhomes.com

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

CAPITAL IMPROVEMENT ADVISORY COMMITTEE: Submitted

Interests & Experiences

Are you a registered voter?

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

BA Psychology Real estate since 2001

If you applied for multiple boards, which boards are you most interested in serving on, in order of preference? (Limit to top three)

Capital improvement Building Education

Why are you interested in serving on a City board, commission or committee?

I love my city and those who live here. I want to be an active participant in helping our City and community improve-

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

Demographics

Gender

☒ Female

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☐ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☐ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☐ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☐ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☐ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☐ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

Na

Board-specific questions (if applicable)

Question applies to CAPITAL IMPROVEMENT ADVISORY COMMITTEE

The Capital Improvement Advisory Committee must include representatives from certain industries. Do you qualify for any of the following industries? *

☒ Real Estate

Question applies to CAPITAL IMPROVEMENT ADVISORY COMMITTEE

One member shall be a representative of the City's extraterritorial jurisdiction if impact fees are proposed. Do you qualify?

☐ Yes ☒ No

Verification

City Code Requirement - Residency

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☒ I Agree

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☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

Application for a City Board, Commission, Committee or Corporation**Profile**

Stephenie

First Name

R

Middle Initial

Rhodes

Last Name

Email Address

7618 Las Miras Court

Street Address

Corpus Christi

City

TX

State

78414

Postal Code

What district do you live in? *☒ District 5**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**

40

Mobile: (361) 739-4146

Primary Phone

Home: (361) 739-4146

Alternate Phone

West Oso ISD

Employer

Teacher/Coach

Job Title

Work Address - Street Address and Suite Number

754 Flato Rd

Work Address - City

Corpus Christi

Work Address - State

Texas

Work Address - Zip Code

78416

Work Phone

(361) 806-5960

Work E-mail address

stephenie.rhodes@westosoisd.net

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

CAPITAL IMPROVEMENT ADVISORY COMMITTEE: Submitted

Interests & Experiences**Are you a registered voter?**

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

President, Delta sigma theta Sorority, Inc. Corpus Christi Alumnae Chapter Member, American Federation of Teachers (AFT) Member, NAACP H. Boyd Hall Branch Member, Texas Girls Coaching Association (TGCA)

Why are you interested in serving on a City board, commission or committee?

I have a strong desire to provide feedback regarding issues impacting our City's infrastructure. As an involved member of our local community, I communicate with a diverse population of people which allows me to be a good sounding board for the Capital Improvement Advisory Committee. I'm willing and eager to be of service to my City.

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

No person shall be appointed by the Mayor or Council Members to serve on more than one board, commission, committee or corporation at the same time. If you currently serve as a voting member for a board, commission, committee or corporation are you willing to resign your current seat to serve on another board, commission, committee or corporation?

☐ Yes ☒ No

Demographics

Gender

☒ Female

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☐ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☐ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☐ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☐ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☐ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☐ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

N/A

Board-specific questions (if applicable)

Question applies to CAPITAL IMPROVEMENT ADVISORY COMMITTEE

The Capital Improvement Advisory Committee must include representatives from certain industries. Do you qualify for any of the following industries? *

☒ None of the above\,

Question applies to CAPITAL IMPROVEMENT ADVISORY COMMITTEE

One member shall be a representative of the City's extraterritorial jurisdiction if impact fees are proposed. Do you qualify?

☐ Yes ☒ No

Verification

City Code Requirement - Residency

As a board, commission, or committee member, you will be asked to adhere to City Code of Ordinances, Section 2-65, which states that all members of City boards and commissions, including ad hoc committees, appointed by the City, must be residents of the city. A move outside the city limits of the city by any member shall constitute automatic resignation from the particular board or commission on which such member served.

☒ I Agree

City Code Requirement - Attendance

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☒ I Agree

Consent for Release of Information

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☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

PARKS AND RECREATION ADVISORY COMMITTEE

Seven (7) vacancies with terms to 8-23-23.

Duties

The Parks and Recreation Advisory Committee shall advise the City Council as to all City parks and the buildings therein, public outdoor recreation areas and centers and any other grounds placed under its purview by the City Manager.

Composition

Eleven (11) members appointed by the City Council, who are residents of the City and serve without compensation for a two-year term beginning August 23, or until their successor is appointed. The Board elects its Chairman.

Member size	Term length	Term limit
11	2	6

Name	District	Term	Appt. date	End date	Appointing Authority	Position	Status	Attendance
Florence D East	District 4	2	8/8/2017	8/23/2021	City Council		Seeking reappointment	10/11 meetings 91%
Hannah Husby	District 2	1	8/21/2018	8/23/2021	City Council		Seeking reappointment	10/11 meetings 91%
Dr. Alissa Mejia	District 4	2	10/13/2015	8/23/2021	City Council	Chair	Seeking reappointment	11/11 meetings 100%
Howard L Schauer	District 3	1	4/24/2019	8/23/2021	City Council		Seeking reappointment	11/11 meetings 100%
Mandy Cox	District 4	2	8/8/2017	8/23/2021	City Council		Not seeking reappointment	
Casandra L Lorentson	District 5	1	8/21/2018	8/23/2021	City Council		Not seeking reappointment	
Diego C Solis	District 2	1	8/25/2020	8/23/2022	City Council		Resigned	
Dr. Jacob W Dryden	District 4	1	8/25/2020	8/23/2022	City Council		Active	
Lawrence Heatley	District 5	1	8/25/2020	8/23/2022	City Council		Active	
Amy H McCoy	District 4	2	8/16/2016	8/23/2022	City Council		Active	
Twila Stevens	District 4	2	8/21/2018	8/23/2022	City Council	Vice-Chair	Active	

PARKS AND RECREATION ADVISORY COMMITTEE

Applicants

Name	District	Status
Christopher O. Ardueser	District 5	Applied
Richard A. Balli Sr	District 2	Applied
Charlene Beaver	District 4	Applied
Sylvia Campos	District 2	Applied
Constance Culbertson	District 5	Applied
Florence D. East	District 4	Seeking reappointment
Rose M. Harrison	District 2	Applied
Hannah Husby	District 4	Seeking reappointment
Scott A. Lawson	District 5	Applied
Julian R. Lopez	District 5	Applied
Ryan A. Martinez	District 2	Applied
Eli McKay	District 1	Applied
Robert W. McNabney	District 1	Applied
Alissa Mejia	District 4	Seeking reappointment
Michael S. Pittman	District 4	Applied
Howard L. Schauer	District 3	Seeking reappointment
Kevin Tou	District 4	Applied

Application for a City Board, Commission, Committee or Corporation**Profile**

Dr Christopher O Ardueser
Prefix First Name Middle Initial Last Name

Email Address

5421 Whitemarsh Dr

Street Address

Corpus Christi

City

TX

State

78413

Postal Code

What district do you live in? *

☒ District 5

Current resident of the city?

☒ Yes ☐ No

If yes, how many years?

8

Mobile: (303) 915-7323

Primary Phone

Home: (303) 915-7323

Alternate Phone

AGDA Consulting

Employer

Owner

Job Title

Work Address - Street Address and Suite Number

615 N Upper Broadway Suite 623

Work Address - City

Corpus Christ

Work Address - State

Texas

Work Address - Zip Code

78401

Work Phone

361.251.3212

Work E-mail address

chris.agdaconsulting@gmail.com

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

PARKS AND RECREATION ADVISORY COMMITTEE: Submitted

Interests & Experiences**Are you a registered voter?**

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

Doctorate of Business Administration from the University of the Incarnate Word Chamber Champion
Member United Chamber of Commerce CC 40 under 40 Chapter president NSLS Board Member Family
Counseling Center Educational Advisory Board St. Patricks School

If you applied for multiple boards, which boards are you most interested in serving on, in order of preference? (Limit to top three)

PARKS AND RECREATIONS, CORPUS CHRISTI COMMUNITY IMPROVEMENT CORPORATION /
LOAN REVIEW COMMITTEE, SISTER CITY COMMITTEE

Why are you interested in serving on a City board, commission or committee?

I have now been gifted the time to be able to give back to my community. I feel I have a skill set that will help this great community continue to move forward with strategic thought, analysis, and planning. I have always enjoyed being part of a team that is goal-oriented and making moves for the future.

Upload a Resume

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

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☐ Yes ☐ No

Demographics

Gender

☒ Male

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☐ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☐ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☐ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☐ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☐ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☐ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

N/A

Board-specific questions (if applicable)

Question applies to CORPUS CHRISTI COMMUNITY IMPROVEMENT CORPORATION / LOAN REVIEW COMMITTEE

The CCCIC/Loan Review Committee must include representatives from certain categories. Do you qualify for any of the following categories? *

☒ None of the above

Question applies to HUMAN RELATIONS COMMISSION

The Human Relations Commission preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ None of the above

Question applies to PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TX

(For Port of CC) Are you a resident of the Port Authority district and an elector* of Nueces County?

☐ Yes ☐ No

Question applies to PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TX

(For Port of CC) Have you been a resident of Nueces County for at least 6 months?

☐ Yes ☐ No

Question applies to multiple boards

Are you willing to provide an Annual Report of Financial Information as required by the Code of Ethics?

☐ Yes ☐ No

Question applies to CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT CORPORATION, CORPUS CHRISTI B CORPORATION, PLANNING COMMISSION

Are you a registered voter?

☐ Yes ☐ No

Verification

Dr Christopher O Arduese

City Code Requirement - Residency

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☒ I Agree

City Code Requirement - Attendance

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☒ I Agree

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☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

Dr. Christopher Ardueser, DBA

Corpus Christ, TX, USA
303.915.7323 [REDACTED]

Personal Description

Doctorate, executive, and business owner, who leads, manages, develops, and advances companies, teams, and employees. Believes in solid mission, vision, values, goals, and business development based on their use and implication. With a skill set that includes Entrepreneurial Thinking, Leadership Skills, Strategic Planning, Data Analysis, Customer Service, Communication Skills, P&L Analysis, Training and Development, Product & Cost Control, Sales & Marketing, Supply Chain Management, and Future Company Development.

Doctorate research that focuses on operations with a direct interest in development through strategic thought processes, strategic leadership, management, and thinking.

Education

The University of the Incarnate Word, San Antonio, Texas
Doctorate in Business Administration, 2021
Research in Strategic Operational Leadership

Colorado State University, Fort Collins, Colorado
MBA, 2016

Metropolitan State University of Denver, Denver, Co
BA – Hospitality: Restaurant Administration, 2006

Research Interests

Ethical Leadership
Leadership and Management
Strategic Operational Leadership
Outcome-Driven Management
Operations in Multi-Unit, Medium-Sized Firms
Family Style of Leadership Practices

Academic Publications & Conference Presentations

Traits of Effective Leaders: A Literature Review October 2020.

DOI: 10.5281/zenodo.4268623

ABSTRACT: Utilizing research to identify an effective leader is essential for creating a strategic business operational leadership model. The purpose of this literature review is to focus on select objective and less objective traits of leadership among individuals who are in those positions. We explore literature on objective leadership traits such as gender, age, education level, and job satisfaction level and on the less objective traits such as integrity, energy level, and business knowledge, among others. The goal is to evaluate the hypothesis that some, if not all, of these traits contribute significantly to effective leadership by analyzing the available literature about traits of an effective leader. We will explore the theories that have been proposed on this subject in the literature, identify to what degree researchers have investigated these theories, and try to confirm which of these traits continue to significantly be related to successful leadership. The purpose of this paper is to generate a thorough literature review which can later provide a reliable platform for further qualitative, quantitative, or mixed-methods research to create standards that business practices can utilize as a model for leadership identification and integration.

Exploring Cross-Generational Traits and Management Across Generations in the Workforce

February 2021.

DOI: 10.5281/zenodo.4639566

ABSTRACT: Understanding and identifying the traits of different generations and their effects on management is essential for creating a strategic business operational management structure. The purpose of this literature review is to identify traits that are associated with each generation and determine if any cross-generational traits exist in an effort to capitalize on each group's characteristics and find solutions in managing multiple generations. This research will examine the available literature on each generation consisting of the Traditionalist, Baby Boomers, Generation X, Millennials, and Generation Z; and attempt to identify traits that affect each generation's ability to be managed in the workforce and work with other employees of different generations. The goal is to test the hypotheses that some, if not all of these traits are unique to or are shared across different generations. This review will explore each generation's set of traits, as well as management characteristics for the purpose of developing the groundwork to form successful teams and further explore the best way to create collaboration across different generations by exploiting and acknowledging work values displayed by each generation. This review will also provide a platform for further studies and can be used as a standard to build stronger, more cohesive, and productive teams made of multi-generations

19th International RAIS Conference on Social Sciences and Humanities

21st International Online RAIS Conference on Social Sciences and Humanities

Research in Progress

Leadership Through Followers, Completion April 2021

Handwritten Tips vs Digital Tips in Restaurants, Completion September 2021

Professional Experience

AGDA Consulting, Corpus Christ, Tx, 2020-Current

Owner/Lead Consultant

Hester's Café, Corpus Christi, Tx, 2015-2020

Director of Operations

Hired as General Manager for Café Division and promoted to Director of Operations for the entire company, entrusted with all decision making and development of the company along with advising directly to the owners.

Red Tank Ranch, Corpus Christi, Texas, 2019- Current

Consultant

Provide Consulting for the operations and start-up for cattle ranch, exotic hunts, and trophy deer hunts. Advised and consulted on pipelines, water rights and wind farm opportunities and contracts. Analyzed data to ensure maximization of resources. Remain under contract for quarterly advisement.

Fuze Colorado Catering, Arvada, Co, 2008-2015

Owner

An organically grown company that required my attention for all aspects of the company, from the business side to the culinary side. As the company grew, procedures were developed for employees to take on different roles in the company. Sales were increased from less than \$100,000 in the first two years to just under a million dollars in revenue at the time of sale.

Board Positions & Awards

Family Counseling Services of the Coastal Bend – Board Member

National Society Leadership and Success – Chapter President, Past

United Chamber of Commerce – Champion

Colorado Restaurant Association – Chapter President, Past

Corpus Christi 40 under 40 recipient

References

Dr. Lehenbauer, PhD
Professor of Business,
School of Professional Studies, University of the Incarnate Word,
2301 Broadway, San Antonio, TX 78229
Lehenbau@uiwtx.edu
972-896-7430

Jason Rodriguez
Owner
Hester's Café
1714 S Alameda
Corpus Christi, Tx 78411
hesterscafecc@gmail.com
361.885.0558

Dr. Chase Young, PhD
Professor of Early Childhood Development
Sam Houston University
214.868.8025

Dr. Jose Trevino, MD
Owner and Doctor of Anesthesiology and Pain Management
361.876.7134

Ben Molina
City Council & Owner Pinnacle Roofing
ben.molina@cctexas.com
361.774.0525

Application for a City Board, Commission, Committee or Corporation**Profile**

Mr Richard A Balli Sr
Prefix First Name Middle Initial Last Name Suffix

Email Address

4051 Ramsey St.

Street Address

Corpus Christi

City

TX

State

78415

Postal Code

What district do you live in? *

☒ District 2

Current resident of the city?

☒ Yes ☐ No

If yes, how many years?

71

Home: (361) 730-5999

Primary Phone

Home: (361) 730-5999

Alternate Phone

Self Employed

Employer

Semi retired Computer Tech

Job Title

Work Address - Street Address and Suite Number

4051 Ramsey St.

Work Address - City

Corpus Christi

Work Address - State

Texas

Work Address - Zip Code

784158

Work Phone

361 730 5999

Work E-mail address

[REDACTED]

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

PARKS AND RECREATION ADVISORY COMMITTEE: Submitted

Interests & Experiences

Are you a registered voter?

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

RCAT Regional Transportation Committee On Accessible transportation Human Relations Commission

Education, Professional and/or Community Activity (Present)

Graduated Carroll High School, 1970, Delmar College 1972, Computer science Degree, Restaurant And Club Management Associates Degree, 1974 A&I Kingsville Bachelor Of Science. From 2014 to present sat on the Committee For Persons With Disabilities as a committee member for 3 years, the voted in as chair person the final 3 years. Also involved with RTA as a committee member of RCAT, and Chair Person of the NO_SHOW COMMITTEE for the B-LINE. Was an Ex-Officio member of the HUMAN RELATIONS COMMISSION until the commission was disbanded a few years ago.

Why are you interested in serving on a City board, commission or committee?

PARKS AND REC

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

No person shall be appointed by the Mayor or Council Members to serve on more than one board, commission, committee or corporation at the same time. If you currently serve as a voting member for a board, commission, committee or corporation are you willing to resign your current seat to serve on another board, commission, committee or corporation?

☒ Yes ☐ No

Demographics

Gender

☒ Male

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☐ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☐ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☐ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☐ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☐ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☐ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

N/A

Board-specific questions (if applicable)

Verification

City Code Requirement - Residency

As a board, commission, or committee member, you will be asked to adhere to City Code of Ordinances, Section 2-65, which states that all members of City boards and commissions, including ad hoc committees, appointed by the City, must be residents of the city. A move outside the city limits of the city by any member shall constitute automatic resignation from the particular board or commission on which such member served.

☒ I Agree

City Code Requirement - Attendance

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☒ I Agree

Consent for Release of Information

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☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

Application for a City Board, Commission, Committee or Corporation

Profile

Mrs.

Charlene

Beaver

Prefix

First Name

Last Name

Email Address

13937 Jibstay Street

Street Address

Corpus Christi

City

TX

State

78418

Postal Code

What district do you live in? *☒ District 4**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**

14

Mobile: (361) 244-2344

Primary Phone

Mobile: (361) 244-2344

Alternate Phone

Coldwell Banker Island Escapes

Employer

Realtor

Job Title

Work Address - Street Address and Suite Number

14945 S. Padre Island Dr.

Work Address - City

Corpus Christi

Work Address - State

TX

Work Address - Zip Code

78418

Work Phone

361 949-7077

Work E-mail address

charlene.beaver@coldwellbanker.com

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

PARKS AND RECREATION ADVISORY COMMITTEE: Submitted

Interests & Experiences**Are you a registered voter?**

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

Registered Nurse, Licensed Realtor, Member of Corpus Christi Association of REALTORS, Member of National Association of REALTORS (NAR), Member of Texas Association of REALTORS (TAR), Member of Multiple Listing Service (MLS)

Why are you interested in serving on a City board, commission or committee?

As a Realtor, I know the value a well planned park system can add to a community. I've lived in several states where parks and open spaces for public use are a top priority and these well planned for and maintained spaces encourage residents to participate in outdoor activities. I grew up in Ohio and our neighborhood had a park we could walk to. Each summer the city would hold classes for the children to do crafts. As an adult, we lived in Kansas where parks were plentiful throughout neighborhoods and concerts were held throughout the city in the spacious parks. I would love to see Corpus Christi have these same types of areas and feel I can bring ideas to help this happen. I'm a good listener which I think is an important trait to have as part of a working committee. When I feel I have something to add to the discussion, I will offer my opinion or suggestions. I'd like to be part of this advisory committee and work to improve our community.

[Upload a Resume](#)

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

Mrs. Charlene Beaver

No person shall be appointed by the Mayor or Council Members to serve on more than one board, commission, committee or corporation at the same time. If you currently serve as a voting member for a board, commission, committee or corporation are you willing to resign your current seat to serve on another board, commission, committee or corporation?

☐ Yes ☐ No

Demographics

Gender

☒ Female

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☐ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☐ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☐ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☐ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☐ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☐ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

N/A

Board-specific questions (if applicable)

Verification**City Code Requirement - Residency**

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☒ I Agree

City Code Requirement - Attendance

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☒ I Agree

Consent for Release of Information


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☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

CHARLENE BEAVER
13937 Jibstay Street
Corpus Christi, TX 78418
(361) 244-2344


SUMMARY:

Observational and listening skills have been a large part of both my nursing and Real Estate careers. In each field, being able to determine how best to serve those clients while using available resources is an asset that I can translate to serving the community.

EDUCATION:

Licensed Texas REALTOR 7/2012
Registered Nurse 6/2008

EXPERIENCE:

Coldwell Banker Island Escapes, Corpus Christi, Texas, 7/2012 - present

REALTOR

Represent both buyers and sellers
Homes, Condos, and Luxury Properties
Specializing in Padre Island and Port Aransas

Christus Spohn Hospital, Wellness Center, Corpus Christi, Texas 6/2008 - 1/2017

Wellness Counselor

Administered flu and pneumonia vaccines, performed lab testing and wellness counseling to clients in Corpus Christi and surrounding areas including the underserved population.

Johnson County Community College, Overland Park, Kansas 7/1996 - 11/1998

Administrative Assistant to Dental Hygiene Director

Department secretary to program director and instructional staff

Counseling Office Secretary

Assist students and community members research careers and education opportunities

Dr. Jon Massarri, San Antonio, Texas 1991- 1994

Office Manager for dental practice

Dr. Anderson, Arlington, Texas 1990 - 1991

Dental Assistant: charting, x-rays, chairside assistant

General Office: accounts receivable, payable, insurance claim processing

Secretarial: 10 years executive secretarial positions with Fortune 100 companies

Application for a City Board, Commission, Committee or Corporation

Profile

Sylvia

First Name

Campos

Last Name

Email Address

4410 Fir

Street Address

Corpus Christi

City

TX

State

78411

Postal Code

What district do you live in? *☒ District 2**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**

20

Mobile: (361) 687-7259

Primary Phone

Mobile: (361) 687-7259

Alternate Phone

N/A

Employer

Work Address - Street Address and Suite Number

N/A

Work E-mail address

N/A

Preferred Mailing Address☒ Home/Primary Address**Which Boards would you like to apply for?**

PARKS AND RECREATION ADVISORY COMMITTEE: Submitted

Interests & Experiences

Are you a registered voter?

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

High School Graduate. I have been an advocate for tree planting for 20 years or so. Our group has adopted Carroll Lane Park and have planted approximately 20 trees in this park.

If you applied for multiple boards, which boards are you most interested in serving on, in order of preference? (Limit to top three)

Park and Recreation Advisory Corpus Christi Regional Authority

Why are you interested in serving on a City board, commission or committee?

I would like to serve on the Park and Recreation Advisory Committee. I don't see the Tree Advisory Committee listed. It has not met since I was asked to resign in 2018, due to running for City Council. I would also be interested in serving on the Corpus Christi Regional Authority, so I can be an advocate for the rider.

[Upload a Resume](#)

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

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☒ Yes ☐ No

Demographics

Gender

☒ Female

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☐ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☐ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☐ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☐ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☐ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☐ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

N/A

Board-specific questions (if applicable)

Verification

City Code Requirement - Residency

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☒ I Agree

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☒ I Agree

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☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

September 2005-January 2007 **Graffiti Wipe Out Coordinator**
Volunteer Center of Coastal Bend
 400 Mann St., Suite 402
 Corpus Christi, Texas 78411
 361-887-8282 Fax 361-887-8286

August 2004-2005

AmeriCorps VISTA Volunteer
Volunteer Center of Coastal Bend
400 Mann St., Suite 402
Corpus Christi, Texas 78411
361-887-8282 Fax 361-887-8286

January 1998-September 2002 **Eligibility Specialist for Bay Area Hospital and Heart Hospital - American Health First**

4925 Everhart Suite 101
Corpus Christi, Texas 78411

May 1997-January 1998 **Part Time-Billing/Receptionist**

Macy Kinzel, PhD
3434 South Alameda
Corpus Christi, Texas 78411
361-855-2710

December 1995-April 1997 **Billing and Collection Coordinator**

South Texas Psychiatric Associates
4234 Weber Rd.
Corpus Christi, Texas 78411
361-854-2001

February 1988-December 1995 **Patient Accounts Coordinator**
Charter Hospital of Corpus Christi

3126 Rodd Field Rd.
Corpus Christi, Texas 78412

July 1985-February 1988 **Collections**
Southside Community Hospital

4626 Weber Rd.
Corpus Christi, Texas 78411

April 1984-July 1985 **Owner, Sylvadora's Vintage Shop**

1305 Morgan
Corpus Christi, Texas 78411

September 1979-April 1985 **Manager/Assistant Manager**

County Seat Stores
1106 Baybrook Mall
Friendswood, Texas

September 1975-May 1979 **Admissions/PBX Operator**

Physicians & Surgeons Hospital
4626 Weber Rd.
Corpus Christi, Texas 78411

CIVIC INVOLVEMENT:

Board Member, City of Corpus Christi Parks and Recreation Board, 2008,
Chair for 12,000 trees for 2012 Tree Campaign, former Secretary League of Women Voters.
Former President of Corpus Christi Barrios Association.

EDUCATION:

Foy H. Moody High School, Corpus Christi, Texas, Graduate Class of 1975

Del Mar College, Corpus Christi, Texas, lifelong student.

PERSONAL: Proud daughter, sister, wife, mother, grandmother, aunt, cousin, friend, neighbor and Native Corpus Christian. Recent member of Toastmasters International.

References :

Sabrina Alvord- Practice Manager @ Corpus Christi Heart Clinic. Her cell# is 614-778-4197. Her work # is 361-883-3962 x117

Noemi Rubio/Former employee of Corpus Christi Heart Clinic Her cell# is 361-737-3046

Suzanne Zinda- Insurance supervisor @ Coastal Bend Women's Center. Her cell is 361-726-9493. Her work# is 361-993-6000

Terri Schultze- Insurance biller @ Coastal Bend Women's Center. Her cell is 361-877-3520 and her work # is 361-993-6000.

Personal References:

Joy Miller/Legal Assistant 361-533-0998

Darcy Shaw/Rural Business Advisor 361-215-6963

Sandy Bockelman/Retired Attorney 361-548-5616

Application for a City Board, Commission, Committee or Corporation

Profile

Constance

First Name

Culbertson

Last Name

Email Address

5910 Fenway Drive

Street Address

Corpus Christi

City

TX

State

78413

Postal Code

What district do you live in? *☒ District 5**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**

9 years

Home: (214) 926-6408

Primary Phone

Mobile: (214) 460-9758

Alternate Phone

retired

Employer

N/A

Job Title

Work Address - Street Address and Suite Number

N/A

Work Address - City

N/A

Work Address - State

N/A

Work Address - Zip Code

N/A

Work Phone

N/A

Work E-mail address

N/A

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

PARKS AND RECREATION ADVISORY COMMITTEE: Submitted

Interests & Experiences

Are you a registered voter?

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

Yes, Nueces County Animal Care Advisory Commission

Education, Professional and/or Community Activity (Present)

Through masters degree from Northwestern University. Texas State Delegate for Nueces County and election judge.

If you applied for multiple boards, which boards are you most interested in serving on, in order of preference? (Limit to top three)

Human Relations Commission and Parks and Recreation Advisory Committee.

Why are you interested in serving on a City board, commission or committee?

My passion for justice and the environment.

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

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☐ Yes ☒ No

Demographics

Gender

☒ Female

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☒ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☒ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☒ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☒ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☒ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☒ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

N/A

Board-specific questions (if applicable)

Question applies to ANIMAL CARE ADVISORY COMMITTEE

The Animal Care Advisory Committee preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ Local Animal Welfare Organization

Question applies to HUMAN RELATIONS COMMISSION

The Human Relations Commission preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ None of the above

Verification

City Code Requirement - Residency

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☒ I Agree

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☒ I Agree

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☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

Application for a City Board, Commission, Committee or Corporation**Profile**

Mrs Florence D East
Prefix First Name Middle Initial Last Name

Email Address

1605 Yorktown

Street Address

Corpus Christi

City

TX

State

78418

Postal Code

What district do you live in? *

☒ District 4

Current resident of the city?

☒ Yes ☐ No

If yes, how many years?

26

Mobile: (361) 813-7221

Primary Phone

Home: (361) 813-7200

Alternate Phone

Self

Employer

Owner Flour Bluff News

Job Title

Work Address - Street Address and Suite Number

1605 Yorktown

Work Address - City

Corpus Christi

Work Address - State

Texas

Work Address - Zip Code

78418

Work Phone

361-813-7221

Work E-mail address

[REDACTED]

Preferred Mailing Address

☒ Work Address

Which Boards would you like to apply for?

PARKS AND RECREATION ADVISORY COMMITTEE: Submitted

Interests & Experiences

Are you a registered voter?

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

no

Education, Professional and/or Community Activity (Present)

College, NCJLS member, Flour Bluff Padre Island 4H founder, Coastal Cotillion founder, FBISD Advisory member, Parker pool-CBFOA board member.

Why are you interested in serving on a City board, commission or committee?

To support all departments to make Corpus Christi the best.

[Upload a Resume](#)

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

No person shall be appointed by the Mayor or Council Members to serve on more than one board, commission, committee or corporation at the same time. If you currently serve as a voting member for a board, commission, committee or corporation are you willing to resign your current seat to serve on another board, commission, committee or corporation?

☒ Yes ☐ No

Demographics

Mrs Florence D East

Gender

☒ Female

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☐ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☐ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☐ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☐ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☐ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☐ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

N/A

Board-specific questions (if applicable)

Verification

City Code Requirement - Residency

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☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

Flo East resume

11.16.2016

I wasn't born in Flour Bluff but that's ok. For 20 plus years I have served my 78418 community with LOVE and PRIDE. I started my community volunteering early onPTA, PTSA, Chairperson of the Janet F. Harte library committee to help promote the city and school district partnership.**

Co-Chairperson for the 1997-8.58 Million dollar bond.

Founder of the Coastal Cotillion-entering our 23rd year!

Founder of the Flour Bluff - Padre Island 4H- an organization that has helped secure thousands of dollars (one million) for our youth to pursue their future aspirations.

Member of the Parker Pool Patriots-To help revive and promote Parker Pool.

Founding donor for the Excellence in Education foundation.

Board member of the Parker Pool Patriots.

Leader of The Flour Bluff Business Association for 10 years.

- 1. Secured a large donation for the skate park @ Wranosky Park.
The only community skate park to date.**
- 2. Revived "Community Christmas" for all to enjoy and constructed the beautiful 40' community Christmas tree.**
- 3. Solicited school supplies "Supply Our Hornets" for campuses to offset cost for teachers having to provide supplies.**
- 4. Worked with city officials on numerous bond issues to make our community better.**
- 5. Founder of the Dolphins that helped secure funding for extras at the Janet F. Harte library.**
- 6. Founder of Flour Bluff News with Co-Founder Stephan Noack**
- 7. Nueces County Junior Livestock show board member for 6 years and I currently serve as the Public Relations Chairman.**

I proudly serve my community and I always will. We have made great strides in the past years and I want to keep the momentum going for all to enjoy. I have supported our city bond projects with great passion because I know they help us do the things that need to be done now, not later. I have come to love and appreciate our little park and I feel I would make a great Corpus Christi Park Board member.

Green space is valuable space and we just need to keep it "Growing Green".

Thank you for your consideration.

Respectfully,

Flo East

361.813.7221

Application for a City Board, Commission, Committee or Corporation**Profile**

Rose

First Name

M

Middle Initial

Harrison

Last Name

Email Address

313 Naples

Street Address

Corpus Christi

City

TX

State

78404

Postal Code

What district do you live in? *☒ District 2**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**

31

Mobile: (361) 739-5929

Primary Phone

Home: (361) 739-5929

Alternate Phone

Self employed

Employer

Attorney

Job Title

Work Address - Street Address and Suite Number

410 Peoples St

Work Address - City

Corpus Christi

Work Address - State

Tx

Work Address - Zip Code

78401

Work Phone

3617395929

Work E-mail address

roselawfirm007@gmail.com

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

PARKS AND RECREATION ADVISORY COMMITTEE: Submitted

Interests & Experiences

Are you a registered voter?

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

Attorney at Law, Juris Doctor (J.D. degree)

If you applied for multiple boards, which boards are you most interested in serving on, in order of preference? (Limit to top three)

Parks and Recreation, Downtown Management, Tax Appraisal

Why are you interested in serving on a City board, commission or committee?

I believe I can be an asset to these boards and provide any expertise I may have in relation to them.

[Upload a Resume](#)

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

Demographics

Gender

☒ Female

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☒ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☒ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☒ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☒ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☒ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☒ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

N/A

Board-specific questions (if applicable)

Question applies to ARTS & CULTURAL COMMISSION

The Arts & Cultural Commission preferred representatives from certain categories. Do you qualify for any of the following categories? *

- ☒ Public Art / Public Space
☒ Performing Arts (music, dance, drama, film)

Question applies to CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

Are you a qualified voter* residing in the Authority? (Note: Authority includes the following services areas: Nueces County and the municipalities, Bishop, Corpus Christi, Driscoll, Gregory, Banquete, Agua Dulce, San Patricio, Port Aransas and Robstown)

☒ Yes ☐ No

Question applies to CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

The City Council designates at least one of its appointees to represent the interests of the "transportation disadvantaged". "Transportation disadvantaged" is defined as meaning the elderly, persons with disabilities, and low-income individuals. State law does not mandate that the board member be transportation disadvantaged. Can you represent the interests of the "transportation disadvantaged"?

☒ Yes ☐ No

Question applies to CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY

Explain how you represent the interests of the transportation disadvantaged. (If No, enter "N/A")

I have no experience in this regard, but I can be a voice for the disadvantaged.

Question applies to NUECES COUNTY TAX APPRAISAL DISTRICT

(For NCAD) Are you a resident and qualified elector* of the District (Nueces County)?

☒ Yes ☐ No

Question applies to NUECES COUNTY TAX APPRAISAL DISTRICT

(NCAD) Have you resided in the District for at least 2 years?

☒ Yes ☐ No

Question applies to PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TX

(For Port of CC) Are you a resident of the Port Authority district and an elector* of Nueces County?

☒ Yes ☐ No

Question applies to PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TX

(For Port of CC) Have you been a resident of Nueces County for at least 6 months?

☒ Yes ☐ No

Question applies to CORPUS CHRISTI DOWNTOWN MANAGEMENT DISTRICT

The Corpus Christi Downtown Management District must include representatives from certain categories. Do you qualify for any of the following categories? *

☒ Agent Employee or Tenant

Verification

City Code Requirement - Residency

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☒ I Agree

City Code Requirement - Attendance

As a board, commission, or committee member, you will be asked to adhere to City Code of Ordinances, Section 2-61, which provides that absences from more than 25% of regularly scheduled meetings during a term year on the part of any board, commission, or committee member shall result in an automatic termination. An absence shall be deemed unexcused unless excused by the board, commission or committee for good cause no later than its next meeting after the absence.

☒ I Agree

Consent for Release of Information

I understand that if any member of the public makes a request for information included in this application or in any attachment (e.g. resume or supporting documentation) for appointment it is subject to and must be disclosed under the Texas Public Information Act. I understand that under the Texas Public Information Act, my home address and home telephone number is subject to public disclosure unless I am elected or appointed to the position which I seek. I hereby consent to the release of my home address and home telephone number should it be requested under the Texas Public Information Act prior to my possible appointment or election. I hereby release the City of Corpus Christi, and its agents, employees and officers, from any and all liability whatsoever if the information must be released pursuant to the Texas Public Information Act.

☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

Dana M Harrison

ROSE MEZA HARRISON, J.D.

P. O. Box 3118
Corpus Christi, TX 78463

(361) 739-5929
roselawfirm007@gmail.com

Career Focus Attorney

Summary

A highly dedicated professional with a successful career and the capacity to contribute to the development of a progressive organization. Demonstrated strengths include the capacity to analyze large volumes of complex information, strong interpersonal skills with the ability to interface with individuals of all levels and strong follow-up skills. Highly skilled negotiator with a reputation for consistently achieving win-win scenarios. Four years experience as an Assistant County Attorney. Eight years experience as a private practitioner. Eleven years paralegal experience in civil law including employment, labor, personal injury, toxic tort, constitutional and statutory law. Bilingual: English & Spanish.

Professional Profile

Academic: THURGOOD MARSHALL SCHOOL OF LAW, Texas Southern University – Houston, TX
Doctor of Jurisprudence Law - 2003
Graduated Cum Laude; President of the Hispanic Law Student Association; Hispanic Bar Association Scholarship Recipient; Mexican American Bar Association Scholarship Recipient; Member Phi Alpha Delta; Member Mock Trial Team

TEXAS A&M UNIVERSITY – Corpus Christi, TX
Bachelor of Arts, Political Science – 1998
Graduated Magna Cum Laude; Secretary of the Women's League of United Latin American Citizens

DEL MAR COLLEGE – Corpus Christi, TX
Associate Degree, Legal Assistant – 1994
Graduated with Honors; President Nueces County Association of Legal Assistants; Mentor for Puente Del Mar; Member of the Legal Advisory Board for Del Mar College

Admissions: State Bar of Texas - May 2006 - present
Federal Court, Southern District of Texas – 2006 -present

Affiliations: Member State Bar of Texas
Member Corpus Christi Bar Association
Member Coastal Bend Women Lawyers Association
Member Texas Criminal Defense Lawyers Association
Member Coastal Bend Criminal Defense Lawyer Association
Board of Directors for Coastal Bend Women Lawyers Association (2007-2009)
Board of Directors YMCA of the Coastal Bend 2019 to present

Community Service:

PTA President, Pasadena Elementary School, Pasadena, Tx (1980-81)
Del Mar Advisory Committee for Paralegal and Legal Secretary programs – 1994
Puente Del Mar Mentor – 1994
Board Member Mary McLeod Bethune Day Nursery – 2013
Texas Rio Grande Legal Assistance Pro bono Family Law Attorney – 2013 to present

Professional Experience

ROSE M. HARRISON, Attorney at Law – Corpus Christi, TX

Solo Practitioner (January 2013 – present)

Criminal, Family, and Personal Injury cases.

DEMOCRATIC CANDIDATE AND NOMINEE - Congressional District 27 – September 2011 to November 2012

NUECES COUNTY - Corpus Christi, TX

Assistant County Attorney (November 2007 – April 2012)

Prepare legal advisories to department heads and elected officials employed with the county. Research and prepare briefs to the Texas Attorney General for opinions regarding public information act requests. Civil Litigation in the defense of Nueces County.

RODRIGUEZ & JONES – CORPUS CHRISTI, TX

Associate Attorney (July 2007- October 2007)

Practiced criminal and family law in state and federal court.

ROSE MEZA HARRISON, P.C. – Corpus Christi, TX

Solo Practitioner (August 2006 – July 2007)

Court appointed attorney for criminal, family and juvenile matters. Additionally, personal injury trial litigation and Attorney Ad Litem and Guardian Ad Litem.

SNAPKA & TURMAN, L.L.P. – Corpus Christi, TX

Legal Assistant (2005)

Assisted with client intake in the Vioxx litigation (approx. 200 files).

HORNBLOWER, MANNING & WARD, P.C. – Corpus Christi, TX

Law Clerk (2003 – 2005)

Assisted with litigation in the toxic tort (Silicosis) division.

RAMEY, CHANDLER, MCKINLEY & ZITTO, L.L.P. – Houston, TX

Law Clerk (2002 – 2003)

Prepared dispositive motions and responses to motions for DPTA, mold, foundation and commercial accident cases.

OFFICE OF THE HONORABLE LEVI BENTON, 215TH – Houston, TX

District Court, Harris County, Texas

Legal Intern (2002)

Assisted Judge Benton with research for dispositive motion rulings in courts.

BARGER, HERMANSEN, MCKIBBEN & VILLARREAL, L.L.P. – Corpus Christi, TX

Legal Assistant (1991 – 2000)

Assisted with pre-trial litigation in state and federal courts for personal injury and labor and employment law cases.

Computer Skills

Word, Word Perfect, Microsoft Office, Excel, Westlaw, Lexis, Databases

References

Mr. James F. McKibben Jr.
McKibben, Woolsey & Villarreal, L.L.P.
(361) 882-6611

Ms. Liza Aguilar Wood
McKibben, Woolsey & Villarreal, L.L.P.
(361) 882-6611

Application for a City Board, Commission, Committee or Corporation**Profile**

Hannah

First Name

Husby

Last Name

Email Address

513 Peerman Pl.

Street Address

Corpus Christi

City

TX

State

78411

Postal Code

What district do you live in? *☒ District 4**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**

20

Mobile: (361) 510-3738

Primary Phone

Business: (361) 826-0624

Alternate Phone

visit corpus christi

Employer

director of executive projects

Job Title

Work Address - Street Address and Suite Number

N/A

Work Address - City

Corpus Christi

Work Address - State

Texas

Work Address - Zip Code

78401

Work Phone

826-0624

Work E-mail address

Hannah@visitcorpuschristi.com

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

PARKS AND RECREATION ADVISORY COMMITTEE: Submitted

Interests & Experiences**Are you a registered voter?**

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

Currently on Corpus Christi Ride-In Theater Committee, Dia de los Muertos Planning Committee and Young Business Professionals Marketing Committee

Education, Professional and/or Community Activity (Present)

Bachelor's Degree in Recreation, Parks and Tourism Sciences from Texas A&M University. Active in the young professionals community, involved in many different community event logistics committees and will be a great advocate for this committee through my community activities.

Why are you interested in serving on a City board, commission or committee?

I am a passionate community member who believes in a cleaner, colorful and thriving Corpus Christi. I am interested in serving on this committee to become more involved in Corpus Christi's progress. I believe I can offer this committee a fresh perspective on challenges facing the city and provide insightful solutions to the problems at hand.

[Upload a Resume](#)

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

Demographics

Gender

☒ Female

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☐ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☐ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☐ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☐ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☐ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☐ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

n/a

Board-specific questions (if applicable)

Verification

City Code Requirement - Residency

As a board, commission, or committee member, you will be asked to adhere to City Code of Ordinances, Section 2-65, which states that all members of City boards and commissions, including ad hoc committees, appointed by the City, must be residents of the city. A move outside the city limits of the city by any member shall constitute automatic resignation from the particular board or commission on which such member served.

☒ I Agree

City Code Requirement - Attendance

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☒ I Agree

Consent for Release of Information

I understand that if any member of the public makes a request for information included in this application or in any attachment (e.g. resume or supporting documentation) for appointment it is subject to and must be disclosed under the Texas Public Information Act. I understand that under the Texas Public Information Act, my home address and home telephone number is subject to public disclosure unless I am elected or appointed to the position which I seek. I hereby consent to the release of my home address and home telephone number should it be requested under the Texas Public Information Act prior to my possible appointment or election. I hereby release the City of Corpus Christi, and its agents, employees and officers, from any and all liability whatsoever if the information must be released pursuant to the Texas Public Information Act.

☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

Hannah M. Husby

606 Hopper • Corpus Christi • Texas 78411 • 361-510-3738 • hhusby@visitcorpuschristitx.org

Summary

A service minded, personable individual who has a desire to help bring communities together and facilitate programs that require community involvement and increase relationships with the city and its people.

Education

TEXAS A&M UNIVERSITY- College Station, TX

Grad- 9/2015

Bachelor of Science in Recreation, Park and Tourism Sciences

- Professional Event Manager Certificate

Experience

Corpus Christi Convention and Visitors Bureau

2/8/2016- Present

Special Events Coordinator

- Plan, implement and execute Fiesta de la Flor (event that brings in 55,000 people)
- Create, write and publish articles for the Visit Corpus Christi website
- Develop, film and publish a weekly segment for Kiii TV called SeeCC
- Manager of over 200 vendors at a time for events
- Serve on the board for Dia de los Muertos as the Logistics Chair
- Generate a monthly event for the community and visitors of the City

Corpus Christi Downtown Management District

5/28/2015-2/5/2016

Merchant and Special Events Coordinator

- Manage programs and events; BridgeWalk, DINE Downtown, Merchant Association, Façade Improvement grants
- Planning committees: Mayor's Council Kite & Bike Festival, Mayor's Big Bang Bash, Surftoberfest, CC Hot Tamale Festival, Downtown Farmers Market Committee (Co-Chair)
- Wrote and was awarded Texas Main Street designation
- Assist with real estate development, marketing and recruitment
- Manage social media, online calendar and website content

Advent GX—Community Development Company

11/2014-4/2015

Intern under the Arts and Culture Event Coordinator

- Organized and implemented community events for Bryan, TX
- Wrote, Designed and Published monthly e-newsletters and weekly blogs
- Planning committees: Texas Reds Steak and Grapes Festival, First Friday Art Walk

Brazos Valley Young Life-Bryan, TX

4/2013-5/2015

Leader

GRUB Burger Bar- College Station, TX

3/2014-8/2014

Host/Cashier/Waitress

H-E-B Foundation Camp- Leakey, TX

5/2013-8/2013

Laity Lodge Youth Camp Counselor

Benjamin's Surf Shop- Corpus Christ, TX

6/2011-4/2012

Sales Clerk

Certifications, Service and Skills

- Serve on Downtown Farmers' Market Committee as Co-Chair
- Serve on Events Team for Corpus Christi Ride-In Committee
- Member of Corpus Christi Young Business Professionals
- Produce and Film on camera for weekly segment on KiiiTV
- Certified Tourism Ambassador since July-2015
- Computer skills- Proficient in Microsoft Office, WordPress and all channels of Social Media
- Language-Spanish Conversation

Application for a City Board, Commission, Committee or Corporation**Profile**

Scott

First Name

A

Middle Initial

Lawson

Last Name

Email Address

3913 Priscilla Dr

Street Address

Corpus Christi

City

TX

State

78414

Postal Code

What district do you live in? *☒ District 5**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**

5

Mobile: (417) 437-9997

Primary Phone

Mobile: (417) 439-1392

Alternate Phone

Retired

Employer

Retired

Job Title

Work Address - Street Address and Suite Number

3913 Priscilla Dr

Work Address - City

Corpus

Work Address - State

TX

Work Address - Zip Code

78414

Work Phone

4174379997

Work E-mail address

scottallenlawson@gmail.com

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

PARKS AND RECREATION ADVISORY COMMITTEE: Submitted

Interests & Experiences

Are you a registered voter?

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

Retired Manufacturing Manager, former United Way county chair, State Manufacturers council president, quality awards foundation auditor using Baldrige Award criteria, Batchelor of Business Administration, Mini-MBA

Why are you interested in serving on a City board, commission or committee?

Apply knowledge and experience to helping city and community

[Upload a Resume](#)

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

No person shall be appointed by the Mayor or Council Members to serve on more than one board, commission, committee or corporation at the same time. If you currently serve as a voting member for a board, commission, committee or corporation are you willing to resign your current seat to serve on another board, commission, committee or corporation?

☐ Yes ☒ No

Demographics

Gender

☒ Male

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☒ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☒ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☒ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☒ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☒ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☒ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

N/A

Board-specific questions (if applicable)

Question applies to ARTS & CULTURAL COMMISSION

The Arts & Cultural Commission preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ Architecture

Question applies to BUILDING STANDARDS BOARD

The Building Standards Board preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ Building Materials Dealer

Question applies to BUILDING STANDARDS BOARD

Are you a Homeowner in the City of Corpus Christi?

☐ Yes ☒ No

Question applies to CORPUS CHRISTI COMMUNITY IMPROVEMENT CORPORATION / LOAN REVIEW COMMITTEE

The CCCIC/Loan Review Committee must include representatives from certain categories. Do you qualify for any of the following categories? *

☒ Architect

☒ Engineer

Question applies to CORPUS CHRISTI CONVENTION & VISITORS BUREAU

The Convention & Visitors Bureau Board must include representatives from certain categories. Do you qualify for any of the following categories? *

☒ None of the above

Question applies to HUMAN RELATIONS COMMISSION

The Human Relations Commission preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ None of the above

Question applies to ISLAND STRATEGIC ACTION COMMITTEE

ISAC preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ At Large Representative who is a City Resident

Question applies to LANDMARK COMMISSION

The Landmark Commission preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ Architect

☒ Structural or Civil Engineer

☒ At-Large

Question applies to LIBRARY BOARD

The Library Board preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ None of the above

Question applies to WATERSHORE AND BEACH ADVISORY COMMITTEE

The Watershore & Beach Advisory Committee must include members representing certain categories. Do you qualify for any of the following categories? *

☒ Engineer

Question applies to multiple boards

Are you willing to provide an Annual Report of Financial Information as required by the Code of Ethics?

☒ Yes ☐ No

Question applies to CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT CORPORATION,CORPUS CHRISTI B CORPORATION,PLANNING COMMISSION

Are you a registered voter?

☒ Yes ☐ No

Question applies to FLOOD HAZARD MITIGATION INFORMATION COMMITTEE

The Flood Hazard Mitigation Information Committee must include a representative from certain categories. Do you qualify for any of the following? *

☒ None of the above

Question applies to REINVESTMENT ZONE NO. 4 (NORTH BEACH) BOARD

Are you 18 year or older?

☐ Yes ☒ No

Question applies to REINVESTMENT ZONE NO. 4 (NORTH BEACH) BOARD

The Reinvestment Zone No. 4 must include a Community Member who must be a resident within the TIRZ No. 4 (North Beach) Zone and own or lease property within the Reinvestment Zone No.4 (North beach). Do you qualify?

☐ Yes ☒ No

Question applies to SENIOR CORPS ADVISORY COMMITTEE

The Senior Corps Advisory Committee must include members representing certain categories. Do you qualify for any of the following categories? *

☒ At Large

Question applies to CONSTRUCTION TRADE ADVISORY & APPEALS BOARD

The Construction Trade Advisory & Appeals Board must include representatives from certain categories. Do you qualify for any of the following categories? *

☒ Engineer or Architect

Verification

City Code Requirement - Residency

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☒ I Agree

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☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

Scott A. Lawson

3913 Priscilla Dr., ~ Corpus Christi, TX 78414 ~ 417.437.9997 ~ [REDACTED] ~ [linkedin.com/in/scottallenlawson/](https://www.linkedin.com/in/scottallenlawson/)

Professional Experience

Horton Automatics <i>Product Manager, Revolving Doors, Security Products</i> <ul style="list-style-type: none">Manage Revolving Door & Security product linesDevelop new products	Corpus Christi, TX	2016-2020
Ergon Consulting <i>Consultant/Problem Solving</i> <ul style="list-style-type: none">Aerospace manufacturing and machining emphasis, AS9100 certificationA3 Facilitation, Acting Safety Coordinator, Team Building, Employee Involvement	Grove and Owasso, OK	2015-2016
CST Storage <i>Plant Manager</i> <ul style="list-style-type: none">P&L for \$67 million annual budget, ISO 9001 certified, 6 years with no lost time injuryManaged Production, Maintenance, Purchasing, Production Control and Scheduling	Parsons, KS	2013-2015
Knapheide Truck <i>General Manager</i> <ul style="list-style-type: none">Responsible for P&L, policy, personnel, budget, customer relations, Sales and ProductionDirected all functional departments, truck pool and inventory, ISO 9001:2008 certified	Kansas City, MO	2012-2013
Newell Coach <i>Vice President/Manufacturing</i> <ul style="list-style-type: none">Led manufacture of custom motor coaches with 208 employees in 15 departmentsNegotiated several Collective Bargaining AgreementsDirected Safety, Quality, Production, Scheduling, Procurement, Service and MaintenanceManaged 16 acre facility, 130,000 square feet under roof seven-figure materials inventory, eight-figure work in process and eight-figure finished goods inventory	Miami, OK	2002-2012
Newell Coach <i>Plant Manager</i> <ul style="list-style-type: none">Implemented lean manufacturing, oversaw Six Sigma Black Belt projectsBuilt effective team through hiring and coaching		1996-2002
Newell Coach <i>Special Projects Manager</i> <ul style="list-style-type: none">Developed Special Projects programCustomers' request/need fulfillment, Production Liaison		1992-1996
Newell Coach <i>Quality Manager</i> <ul style="list-style-type: none">Implemented quality system and processesAffected improved product quality and customer satisfaction		1990-1992
Newell Coach <i>Designer and Engineer</i> <ul style="list-style-type: none">Designed over 600 unique motor coachesBuilt relationships with customer, peers and suppliers		1982-1992

Scott A. Lawson

3913 Priscilla Dr. ~ Corpus Christi, TX 78414 ~ 417.437.9997 ~ [linkedin.com/in/scottallenlawson/](https://www.linkedin.com/in/scottallenlawson/)

Previous Experience

- Engineering roles with Titan Rig (mobile oil rigs), Funk Manufacturing (now John Deere) and Ajax-Atlas (structural steel buildings)

Highlights

- Exemplary integrity
- Mentor to middle managers, resulting in much higher performance
- Oversaw multiple locations, shifts and departments simultaneously
- Implement/foster lean manufacturing using 5S, Six Sigma and SPC methodology
- Chairman of the Board of Directors of the esteemed Oklahoma Manufacturing Alliance
- President of Grand Lake Manufacturers' Council
- Team Leader for the Oklahoma Quality Award Foundation
- Influence many companies through lean, ISO, Baldrige Award criteria and Six Sigma
- OSHA 10 Certification

Skills

- Lean Manufacturing, team building and employee empowerment
- Human Resources leadership and staff development
- Customer/vendor relationships and partnerships
- Contract negotiations (union, vendor, supplier and customer)

Core Accomplishments

- State record for longest running SHARP safety award
- Doubled revenue, increased capacity, reduced costs through lean transformation
- Increased annual profits by 150% through continuous improvement processes
- Reduced employee turnover to under 5% per year
- Improved safety from 16 accidents at \$500,000 per year to 4 accidents at \$50,000
- Coached middle managers to higher efficiency and success
- Improved workplace morale through various employee involvement initiatives
- Applied visual workplace techniques and posted measurable metrics
- Raised workplace organization, neatness and cleanliness through 5S programs
- Reduced foot travel by many miles through pull systems
- Decreased production line work station count, saving considerable WIP and space
- Created kanban systems and 2-tiered racking to improve inventory management

Education

Pitt State University <i>Bachelor of Business Administration, with honors</i> <ul style="list-style-type: none">▪ Summa Cum Laude (4.0 GPA)▪ Member, Delta Mu Delta and Phi Kappa Phi	Pittsburg, KS	1994
The University of Tulsa <i>Mini MBA,</i> <ul style="list-style-type: none">▪ College of Business Administration▪ Center for Excellence and Professional Development	Tulsa, OK	2000
Texas A&M <i>Six Sigma Black Belt</i>	Corpus Christi, TX	2016

Application for a City Board, Commission, Committee or Corporation**Profile**

Julian

First Name

R

Middle Initial

Lopez

Last Name

Email Address

7202 mansions dr

Street Address

Unit A3

Suite or Apt

Corpus Christi

City

TX

State

78414

Postal Code

What district do you live in? *☒ District 5**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**

12

Mobile: (361) 218-5017

Primary Phone

Business: (361) 825-2735

Alternate Phone

TAMUCC

Employer

Foundation Coordinator

Job Title

Work Address - Street Address and Suite Number

6300 ocean dr

Work Address - City

Corpus Christi

Work Address - State

Texas

Preferred Mailing Address☒ Home/Primary Address

Which Boards would you like to apply for?

PARKS AND RECREATION ADVISORY COMMITTEE: Submitted

Interests & Experiences

Are you a registered voter?

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

Rotary Club Leadership Corpus Christi Alumni Board

Why are you interested in serving on a City board, commission or committee?

I have an interest in serving Corpus Christi's parks and recs board.

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

No person shall be appointed by the Mayor or Council Members to serve on more than one board, commission, committee or corporation at the same time. If you currently serve as a voting member for a board, commission, committee or corporation are you willing to resign your current seat to serve on another board, commission, committee or corporation?

☐ Yes ☒ No

Demographics

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☒ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☒ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☐ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☐ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☐ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☐ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

N/A

Board-specific questions (if applicable)

Verification

City Code Requirement - Residency

As a board, commission, or committee member, you will be asked to adhere to City Code of Ordinances, Section 2-65, which states that all members of City boards and commissions, including ad hoc committees, appointed by the City, must be residents of the city. A move outside the city limits of the city by any member shall constitute automatic resignation from the particular board or commission on which such member served.

☒ I Agree

City Code Requirement - Attendance

As a board, commission, or committee member, you will be asked to adhere to City Code of Ordinances, Section 2-61, which provides that absences from more than 25% of regularly scheduled meetings during a term year on the part of any board, commission, or committee member shall result in an automatic termination. An absence shall be deemed unexcused unless excused by the board, commission or committee for good cause no later than its next meeting after the absence.

☒ I Agree

Consent for Release of Information

I understand that if any member of the public makes a request for information included in this application or in any attachment (e.g. resume or supporting documentation) for appointment it is subject to and must be disclosed under the Texas Public Information Act. I understand that under the Texas Public Information Act, my home address and home telephone number is subject to public disclosure unless I am elected or appointed to the position which I seek. I hereby consent to the release of my home address and home telephone number should it be requested under the Texas Public Information Act prior to my possible appointment or election. I hereby release the City of Corpus Christi, and its agents, employees and officers, from any and all liability whatsoever if the information must be released pursuant to the Texas Public Information Act.

☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

Application for a City Board, Commission, Committee or Corporation**Profile**

Ryan

First Name

A

Middle Initial

Martinez

Last Name

Email Address

802 Barry Street

Street Address

Apt. 2106

Suite or Apt

Corpus Christi

City

TX

State

78411

Postal Code

What district do you live in? *☒ District 2**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**

23

Mobile: (615) 537-7808

Primary Phone

Mobile: (361) 537-7808

Alternate Phone

Unemployed

Employer

Work Address - Street Address and Suite Number

N/A

Work E-mail address

N/A

Preferred Mailing Address☒ Home/Primary Address**Which Boards would you like to apply for?**

PARKS AND RECREATION ADVISORY COMMITTEE: Submitted

Ryan A Martinez

Interests & Experiences

Are you a registered voter?

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

Calallen Highschool graduate

Why are you interested in serving on a City board, commission or committee?

I'd like to contribute to my community in a positive manner, and help make the city a better place.

[Upload a Resume](#)

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

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☒ Yes ☐ No

Demographics

Gender

☒ Male

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☒ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☒ No

Ryan A Martinez

Does your employer or your spouse's employer have a City contract?

☐ Yes ☒ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☒ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☒ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☒ No

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N/A

Board-specific questions (if applicable)

Question applies to ANIMAL CARE ADVISORY COMMITTEE

The Animal Care Advisory Committee preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ None of the above

Question applies to ARTS & CULTURAL COMMISSION

The Arts & Cultural Commission preferred representatives from certain categories. Do you qualify for any of the following categories? *

- ☒ Youth / Education
- ☒ Higher Education
- ☒ Performing Arts (music, dance, drama, film)

Question applies to HUMAN RELATIONS COMMISSION

The Human Relations Commission preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ None of the above

Question applies to CORPUS CHRISTI COMMISSION ON CHILDREN & YOUTH

The Commission on Children & Youth preferred representatives for adult membership from certain categories. High school students must be a Junior or Senior at time of appointment. Do you qualify for any of the following categories? *

☒ Adult At-Large

Question applies to CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT CORPORATION, CORPUS CHRISTI B CORPORATION, PLANNING COMMISSION

Are you a registered voter?

☒ Yes ☐ No

Verification

City Code Requirement - Residency

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☒ I Agree

City Code Requirement - Attendance

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☒ I Agree

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☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

► Ryan Martinez

802 Barry Street
Corpus Christi, TX 78411
Phone: 361-537-7808

E-mail: [REDACTED]

Indeed Link: <https://my.indeed.com/p/ryanm-7k5jgzu>

Objectives

Pursuing a position where my varied communication skills, and know-how of general technological hardware and software are taken full advantage of to help others.

Skills

Data Entry - Highly Proficient
Technical Support - Familiar
Customer Focus & Orientation - Highly Proficient
Problem Solving - Highly Proficient
Customer Focus & Orientation - Highly Proficient
Social Media - Proficient
Management & Leadership Skills: Planning & Execution - Proficient
Attention to Detail Skills – Proficient
Verbal Communication - Expert

Education

Del Mar College, Corpus Christi, TX
Pursuing Associate of Arts in Digital Media
Calallen High School: August 2011 – May 2015

Experience

- **Client Experience Technician** AnywhereWorks [August 17th 2020 - Present]
Trained to answer inbound calls from a range of AnywhereWorks brands and customers.
Assisting with:

- Message and order taking
- Relaying information
- Appointment scheduling
- Live web chats
- Troubleshooting

- **Behavioral Technician** (December 2018 – July 30th) Center for Autism and Related Disorders, Inc. - Corpus Christi, TX
Trained to work with children and families affected with Autism | Utilizing an understanding of what Autism is and how to teach kids and teenagers with Autism | Applied Behavior Analysis (ABA) Techniques | Curriculum development including: language, play, cognitive, social, and motor skills | How to reduce problem behavior | How to teach in the natural environment such as the home, school and community | Work with apps, games and web based technology via an iPad.

- **Office Assistant** (July 3rd 2018 – Sept. 12th) Adliance (14493 S Padre Island Dr.)
General office responsibilities: running errands; maintaining interior; data entry; connecting with clients over the phone for Adliance sales team members.

- **Contractor** (Jan. 12th 2018 – May 28th) Aransas Princess Condominiums (720 Access Rd 1-A) **General construction; furniture assembly; home renovation; painting; heavy lifting; power tool operation.**

- **Student Assistant** (Jan. 19th 2017 – June 28th 2017) SWC (White Library)
General customer service; greeted visitors and provided basic information to faculty, staff, students, and the general public; signed students or visitors into the system; helped with computer and other technical issues; answered phones, took messages, and guided callers to appropriate dept/person; data entry; maintained daily employee log; gave brief tours of the floor; prepared materials as directed; maintained inventory of office supplies; helped with special assignments; trained new employees.

- **Guest Associate** (Nov. 4th 2016 – Jan. 4th 2017) GameStop (S Padre Island)
Recommending, and helping find merchandise based on customer preference; using computers and mobile technology to input, process and receive data; supplying customers with answers or solutions to specific inquiries; displaying and maintaining appearance of merchandise; sorting inventory stock rooms.

- **Sales Associate** (Aug. 6th 2016 – Sept. 27th 2016) Journeys (5488 S Padre Island Dr. #1510) **Displayed and maintained appearance of merchandise; sorted inventory stock rooms; recommended, and helped find merch based on customer preference; used computers to input, process and receive data; supplied customers with answers or solutions to specific inquiries; sold between \$1,000 - \$2,000 a day; met and exceeded sales goals daily.**

Application for a City Board, Commission, Committee or Corporation**Profile**

Eli

First Name

McKay

Last Name

Email Address

1008 Marguerite St.

Street Address

Corpus Christi

City

TX

State

78401

Postal Code

What district do you live in? *☒ District 1**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**

9

Home: (361) 425-3449

Primary Phone

Mobile: (970) 433-9329

Alternate Phone

Oakley

Employer

Store Manager

Job Title

Work Address - Street Address and Suite Number

5488 SPID #1406

Work Address - City

Corpus Christi

Work Address - State

TX

Work Address - Zip Code

78411

Work Phone

3619801154

Work E-mail address

ostore185manager@oakley.com

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

PARKS AND RECREATION ADVISORY COMMITTEE: Submitted

Interests & Experiences

Are you a registered voter?

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

High school diploma with some college from Colorado Mesa University. I have 16 years of management experience from corporate retail stores to local organizations as well. I am active in several local political groups, as well as environmental ones as well.

If you applied for multiple boards, which boards are you most interested in serving on, in order of preference? (Limit to top three)

1. Marina Advisory Committee 2. Animal Care Advisory Committee 3. Crime Control & Prevention District

Why are you interested in serving on a City board, commission or committee?

I am ready to give more to my city than tax dollars, and my opinions on social media. I see the beauty and potential that our city has, and want to do all that I can to be a part of that progress. I am a homeowner in District 1 and am ready to join the process of what makes our city an amazing place to live. Please consider me for a position.

[Upload a Resume](#)

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

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☐ Yes ☐ No

Demographics

Gender

☒ Female

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☐ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☐ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☐ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☐ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☐ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☐ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

n/a

Board-specific questions (if applicable)

Question applies to ANIMAL CARE ADVISORY COMMITTEE

The Animal Care Advisory Committee preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ None of the above

Question applies to MARINA ADVISORY COMMITTEE

The Marina Advisory Committee preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ Environmentalist

Question applies to PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TX

(For Port of CC) Are you a resident of the Port Authority district and an elector* of Nueces County?

☒ Yes ☐ No

Question applies to PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TX

(For Port of CC) Have you been a resident of Nueces County for at least 6 months?

☒ Yes ☐ No

Question applies to CORPUS CHRISTI DOWNTOWN MANAGEMENT DISTRICT

The Corpus Christi Downtown Management District must include representatives from certain categories. Do you qualify for any of the following categories? *

☒ Property Owner

☒ Resident

Verification

City Code Requirement - Residency

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☒ I Agree

City Code Requirement - Attendance

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☒ I Agree

Consent for Release of Information

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☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

Eli McKay

1008 Marguerite St. Corpus Christi Texas 78401 [REDACTED] - 970.433.9329

Experienced manager and organizer seeking employment in a positive & fast-paced environment, where I can share and grow my organizing skills and passion for justice with others.

Store Manager - Oakley - September 29, 2019 - Present

- Manage all operations of the location. Network, hire & train all staff for scheduling needs throughout the year. Ensure all marketing is current and displayed according to company standards. Conduct inventory, record daily bank deposits, and process weekly payroll for all employees. Ensure sales goals are met and that excellent customer service is provided. Take customer service issues both on the phone and in-person and resolve them.

Insurance Account Representative - Joely DelVecchio State Farm - January 7, 2019 - August 2019

- Conducted business for State Farm Bank as a Licensed General Lines Agent for life, accident, health, HMO, property, and casualty insurance. Daily office tasks such as answering incoming phone calls, processing payments, writing new policies, and making changes requested by the insured. Ensured all clients and future clients are assisted with the utmost care and respect for their needs—experience with NECHO, ABS, & ECRM operating systems.

Field Manager - Beto O'Rourke Campaign June 19, 2018 - November 15th, 2018

- Lead a team that organized hundreds of volunteers across Nueces County to talk to more voters than any campaign in Texas history. I managed 4 Field Organizers who in turn managed hundreds of volunteers to block walk/canvass, phone bank, run voter contact training. We were able to open six temporary brick and mortar campaign offices throughout Corpus Christi and have them fully staffed with volunteer leaders providing three shifts of phone banking and block walking every day. Managed social media marketing, event planning, and management for all local events. Responsible for running daily check-in calls, onboarding, and training new staff, conducting goal reviews, and giving feedback.

Store Manager Chubby's Mattress October 1, 2014 - September 11, 2017

- Hiring and training of all new sales associates. Oversee cash handling, bank deposits, and payroll tracking. Communicated effectively with warehouse staff, account reps, upper management, and customers and managed social media marketing on Facebook & Instagram. Ensured that the highest customer service level was upheld during telephone or verbal interactions and handled any customer service issues that may have arisen. Filed paperwork according to state law and company policy.

Store Manager Sunglass Hut - April 2, 2004 - October 1, 2014

- Managed operations of store location based on corporate standards. Networked, hired & trained all staff for scheduling needs throughout the year. Ensured all marketing was current and displayed according to company standards. Conducted inventory, recorded daily bank deposits, and processed weekly payroll for all employees—achieved sales goals for personal and store that were met through consistent customer service. Answered customer service issues both on the phone and in-person and resolved them.

Education

- Estelline High School May 2002
- Colorado Mesa University Psychology May 2010

Other Qualifications

- 2020 City Council Campaign
 - I ran for the District 1 city council seat here in Corpus Christi last fall. During the campaign, I organized a slate of five candidates and put together The People's Platform. This is a collective mission to put people over profit in our city, and for the citizen's best interest to come first. Our Coastal Bend Labor Council endorsed me in this race and our local Coastal Bend Sierra Club Chapter.
- Digital Skills
 - Experienced building websites with Wix, and Nationbuilder
 - Experienced with VAN, Slack, Discord, and Spoke
 - Experienced with Excel and Google drive platforms
 - Experienced in making lists and cutting turf for organizing efforts.
 - Experienced with Zoom and Teams

References

- Victoria Munt Rogers - victoria@gulfscapes.com; 361-548-6804
- Alison Ford - alison.ford.politics@gmail.com; 615-738-0719
- Julie Rogers - rogersjuliet@gmail.com; 361-461-1967

Application for a City Board, Commission, Committee or Corporation**Profile**

Mr ROBERT W McNabney
Prefix First Name Middle Initial Last Name

Email Address

112 Opal Dr.
Street Address

Corpus Christi TX 78409
City State Postal Code

What district do you live in? *☒ District 1**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**

One

Mobile: (956) 373-2980 Home: (956) 373-2980
Primary Phone Alternate Phone

Retired / Self Employed Soon to be a Real Estate Agent
Employer in the Coastal Bend area Job Title

Work Address - Street Address and Suite Number

112 Opal Dr.

Work Address - City

Corpus Christi

Work Address - State

Texas

Work Address - Zip Code

78409

Work Phone

956-373-2980

Work E-mail address

Rwmcnabney@aol.com

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

PARKS AND RECREATION ADVISORY COMMITTEE: Submitted

Interests & Experiences**Are you a registered voter?**

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

Serves on 5 City of Weslaco non profit and city boards thru Mid 80 and all 1990. Owned 3 different businesses inside the city limits of Weslaco, Texas (Rio Grande Valley)

If you applied for multiple boards, which boards are you most interested in serving on, in order of preference? (Limit to top three)

1. Parks and Recreations 2. Marina

Why are you interested in serving on a City board, commission or committee?

City Board or Committee Member

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

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☒ Yes ☐ No

Mr ROBERT W McNabney

Demographics

Gender

☒ Male

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☐ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☐ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☐ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☐ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☐ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☐ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

NA

Board-specific questions (if applicable)

Question applies to MARINA ADVISORY COMMITTEE

The Marina Advisory Committee preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ None of the above

Verification

City Code Requirement - Residency

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☒ I Agree

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☒ I Agree

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☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

Application for a City Board, Commission, Committee or Corporation**Profile**

Dr. Alissa Mejia
Prefix First Name Last Name

[REDACTED]
Email Address

41 Camden Pm
Street Address

Corpus Christi
City

TX
State

78412
Postal Code

What district do you live in? *

☒ District 4

Current resident of the city?

☒ Yes ☐ No

If yes, how many years?

17

Mobile: (361) 549-3662
Primary Phone

Home: (361) 549-3662
Alternate Phone

TAMUCC
Employer

Communications specialist
Job Title

Work Address - Street Address and Suite Number

6300 Ocean Dr. Unit 5818

Work Address - City

Corpus Christi

Work Address - State

TX

Work Address - Zip Code

78412

Work E-mail address

alissain@gmail.com

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

PARKS AND RECREATION ADVISORY COMMITTEE: Appointed

Interests & Experiences**Are you a registered voter?**

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

no

Education, Professional and/or Community Activity (Present)

Education: BA Journalism, MA English, Ed.D. Education Leadership Professional: Texas A&M-CC communications employee (full time). Community: Director, Corpus Christi Polar Bear Plunge.

Why are you interested in serving on a City board, commission or committee?

I'd like to continue serving on PRAC through my last eligible term and lead the group as we go through the master planning process and other upcoming projects.

Upload a Resume

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

Demographics**Gender**

☒ Female

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☒ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☒ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☒ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☒ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☒ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☒ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

N/a

Board-specific questions (if applicable)

Verification**City Code Requirement - Residency**

As a board, commission, or committee member, you will be asked to adhere to City Code of Ordinances, Section 2-65, which states that all members of City boards and commissions, including ad hoc committees, appointed by the City, must be residents of the city. A move outside the city limits of the city by any member shall constitute automatic resignation from the particular board or commission on which such member served.

☒ I Agree

City Code Requirement - Attendance

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Consent for Release of Information

I understand that if any member of the public makes a request for information included in this application or in any attachment (e.g. resume or supporting documentation) for appointment it is subject to and must be disclosed under the Texas Public Information Act. I understand that under the Texas Public Information Act, my home address and home telephone number is subject to public disclosure unless I am elected or appointed to the position which I seek. I hereby consent to the release of my home address and home telephone number should it be requested under the Texas Public Information Act prior to my possible appointment or election. I hereby release the City of Corpus Christi, and its agents, employees and officers, from any and all liability whatsoever if the information must be released pursuant to the Texas Public Information Act.

☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

Curriculum Vitae

ALISSA M. MEJIA

4302 OCEAN DRIVE #68 • CORPUS CHRISTI, TX 78412 • USA
PHONE 361-549-3662 • E-MAIL [REDACTED]

EDUCATION

- Present** Student, Doctoral Program in Educational Leadership (Higher Education cognate): Texas A&M University-Corpus Christi
- 2007** M.A. English (rhetoric and composition focus): Texas A&M University-Corpus Christi
- 2003** B.A. Journalism: Northeastern University, Boston, MA
- 2002** Certificate, Curso de Estudios Hispánicos (Hispanic Studies Program): Universidad Carlos III de Madrid, Spain
- 1998** Graduate, Dennis-Yarmouth Regional High School: South Yarmouth, MA

WORK EXPERIENCE

- 2006-present** College Services Coordinator for the College of Education, Texas A&M University-Corpus Christi. Roles include managing editor of college publications, departmental web coordinator, designer/coordinator of recruitment materials, college photographer, & graphic artist.
- 2011-present** Weekly fitness columnist & freelance reporter: *Corpus Christi Caller-Times*
- 2005-2006** Technical writer, Department of Computer Services, Texas A&M University-Corpus Christi, TX.
- 2004-2006** Freelance writer and editor. Skills include editing of creative and academic writing, web design, writing for publication, graphic design, and mass marketing.
- 2004-2005** Special education paraprofessional, Flour Bluff Intermediate School, Corpus Christi, TX. Taught English as a Second Language, computer skills, and writing to fifth and sixth grade students.
- 2001-2003** Staff reporter, *The Boston Courant*, Boston, MA.
- 2000-2002** Editor of Special Sections and staff reporter, *The Northeastern News*, Boston, MA. Wrote articles, designed pages, and managed a staff of reporters.

- 2001-2002** Freelance reporter, *Jamaica Plain Gazette* and *Mission Hill Gazette* newspapers, Boston, MA.
- 2000** Media relations assistant, Boston Police Department, Boston, MA. Wrote press releases, monitored media coverage, and disseminated information to the media.
- 1999** Accounting assistant, Liberty Mutual Insurance Company, Boston, MA.

PROFESSIONAL DEVELOPMENT

- 3/2015** Adobe Summit, Salt Lake City Utah
- 5/2014** HOW Design Live conference, Boston, MA
- 1/2014** Responsible Conduct of Research Curriculum completed
- 10/2013** EDUCAUSE conference on higher education technology (via teleconference)
- 10/2012** HOW Interactive Design Conference, San Francisco, CA
- 8/2011** An Event Apart "The design conference for people who make websites," Minneapolis, MN.
- Fall 2010** COMM 5311: Seminar in Persuasion Theory (post-master's coursework), Texas A&M University-Corpus Christi.
- 6/2010** Webinar: "Building and Maintaining Effective Web Sites" (by active.com)
- 6/2010** HOW Design Conference for graphic professionals, Denver, CO
- 4/2010** Webinar: "Using Social Media to Market Webinars and Excite Audiences." Online (by Adobe)
- Fall 2009** COSC 1435: Introduction to Problem Solving with Computers (post-baccalaureate coursework), Texas A&M University-Corpus Christi.
- 8/5/09** "Effective Communication" seminar by MHNet, UC Tejas Room, Texas A&M University-Corpus Christi.
- 4/12/09** Adobe Creative Suite seminar by SkillPath (print design track) Hilton Hotel, Houston, TX.

- Spring 2009** ARTS 4390: Topics in Art: Graphic Design III (post-baccalaureate coursework), Texas A&M University-Corpus Christi.
- 12/19/08** Adobe Creative Suite seminar by SkillPath (web design track) Omni Marina Hotel, Corpus Christi, TX.
- Spring 2008** “Introduction to PHP and MySQL” 8-week online professional development course.
- Fall 2007** “Writing for the Web” workshop by Stamats higher education marketing company, Texas A&M University-Corpus Christi, TX.
- Spring 2007** “Introduction to CSS and XHTML” 8-week online professional development course.
- Fall 2006** “Creating Web Pages” 8-week online professional development course.
- Fall 2005** “The Craft of Grant Writing” all-day seminar. University Center, Texas A&M University-Corpus Christi, TX

PUBLICATIONS (SCHOLARLY)

Served as assistant editor of the following:

- Garrett, S. D. (Ed.). (2015). *CEDER Research Journal 2015*. Corpus Christi, TX: CEDER.
- Zunker, N. (Ed.). (2013). *Preparing effective leaders for tomorrow's schools*. Corpus Christi, TX: CEDER.
- Ortlieb, E. & Bowden, R. (Eds.). (2012). *Educational research & innovations*. Corpus Christi, TX: CEDER.

PUBLICATIONS (NON-SCHOLARLY)

- Mejia, A. (2014). Berserkr Games. In D. Malan (Ed.), *The runner's bucket list: 200 races to run before you die*. Chicago: Triumph Books.
- Mejia, A. (2011-2015). Running buddy. In *Corpus Christi Caller-Times*. (Weekly series). Available at <http://www.caller.com/news/news/columnists/alissa-mejia/>.

PRESENTATIONS

Inman, A. M. (2012, May 15). Presentation: Communications and media relations for higher education. Workshop leader at the Texas Association of Colleges for Teacher Education Retreat, Port Aransas, TX.

Inman, A. M. (2012, October 14). Poster presentation: Improving outreach through technology: A case study of the GEAR UP/STAR Pre-College Outreach Program. Presented at the annual conference of the Society of Educators and Scholars, Corpus Christi, TX.

Inman, A. M. (2012, October 14). Poster presentation: Evolution in higher education marketing: 1790–1869. Presented at the annual conference of the Society of Educators and Scholars, Corpus Christi, TX.

SERVICE TO THE COMMUNITY & UNIVERSITY

2014-present Event Director, Corpus Christi Polar Bear Plunge, benefitting research for amyotrophic lateral sclerosis (ALS)

2014-present Advisor, Lacrosse Club, Texas A&M University-Corpus Christi

9/20/2012 Guest Speaker, Sanders Elementary School Career Day

9/22/2012 Volunteer, Conquer the Coast. Corpus Christi, TX

4/30/2012 Guest speaker, Technical and Professional Writing. Texas A&M University-Corpus Christi

2/23/2011 Guest speaker, Technical and Professional Writing. Texas A&M University-Corpus Christi

2/16/2011 Guest speaker, Technical and Professional Writing. Texas A&M University-Corpus Christi

8/14/2010 Guest, “Call Me Ivy” radio show on 1440 KEYS, promoting the Harbor Half Marathon fundraiser for Junior Achievement of the Coastal Bend

7/26/2010 Guest speaker, Rockport chapter of the Texas Outdoor Women’s Network

2006-2010 Event Director, Discover Windsurfing Day, Corpus Christi, TX (2009 & 2010); event volunteer 2006-2008

2010 Leader, weekly track practice open to the community

2005-2007 & 2009-2011 Board member, Corpus Christi Windsurfing Association

- 2007-present** Webmaster, board member, and event volunteer for the South Texas Area Runners, Riders, and Swimmers (STARRS)
- 2006-present** Running event volunteer, Corpus Christi Roadrunners
- 2009** Volunteer artist, Covenant Baptist Church, Corpus Christi, TX
- 2009-2010** Marketing coordinator for the Memory Ride for Jimmy Moruzzi, benefitting scholarships for Dennis-Yarmouth Regional High School graduates, Cape Cod, MA
- 2007-2009** Advisor, Islander Running Club, Texas A&M University-Corpus Christi, TX
- 2005-2008** Volunteer, beach cleanups and street sweep-ups, Corpus Christi, TX
- 2005-2007** Editor, *Currents* (monthly newsletter of the Corpus Christi Windsurfing Association)
- 2004-2007** Volunteer windsurfing instructor, Velocity Games/US Wind & Water Open, Corpus Christi, TX
- Fall 2005** Panelist, "How to Get into Grad School" workshop, Texas A&M University-Corpus Christi, TX
- Spring 2005** Leader, presentation series on "The Mathematics of Windsurfing" for special needs students of the Flour Bluff Independent School District
- Spring 2004** Oil spill cleanup volunteer (Prestige oil spill), Galicia, Spain
- 2003-2004** Volunteer, Sociedad San Vicente de Paulo soup kitchen, Madrid, Spain
- 1999-2002** Volunteer sailing instructor, university racing team, Northeastern University, Boston, MA

COMMITTEE SERVICE

- 2015** Planning committee, Elevating Culture Conference on Educational Leadership, Texas A&M University-Corpus Christi
- 2015** Advisory Board Member, Antonio E. Garcia Arts & Education Center
- 2007-present** University Web Council, Texas A&M University-Corpus Christi

- 2011** Planning committee, 34th Annual Conference of the Society of Educators and Scholars, Corpus Christi, TX.
- 2007-2010** CEDER (Center for Educational Development, Evaluation, and Research) Conference Planning Committee, Texas A&M University-Corpus Christi
- 2008 & 2009** International Literacy Summit Planning Committee, Texas A&M University-Corpus Christi
- 2006 & 2007** Reading Conference Planning Committee, Texas A&M University-Corpus Christi
- 2006 & 2007** Homecoming Planning Committee, Texas A&M University-Corpus Christi
- 2006** Ad Hoc Print Committee, Texas A&M University-Corpus Christi

AWARDS

- 2015** Outstanding support person, Texas A&M University-Corpus Christi Islander Battalion ROTC.
- 2015** Dorothy Yeater Memorial Scholarship for academic achievement, leadership, and service, and commitment to Texas A&M University-Corpus Christi
- Fall 2012** Selected for and successfully completed the Employee Wellness Program
- 2012** Dorothy Yeater Memorial Scholarship for academic achievement, leadership, and service, and commitment to Texas A&M University-Corpus Christi
- Fall 2011** Graduate studies scholarship, Texas A&M University-Corpus Christi
- Summer 2011** Graduate studies scholarship, Texas A&M University-Corpus Christi
- 2009** Dorothy Yeater Memorial Scholarship for academic achievement, history of leadership and service, and commitment to Texas A&M University-Corpus Christi

MEMBERSHIPS AND AFFILIATIONS

Corpus Christi Roadrunners
 Corpus Christi Triathlon Club
 Kappa Tau Delta Journalism honor society
 National Honor Society

National Society of Collegiate Scholars

Application for a City Board, Commission, Committee or Corporation**Profile**

Mr Michael S Pittman
Prefix First Name Middle Initial Last Name

Email Address

14878 Granada Drive

Street Address

#303

Suite or Apt

Corpus Christi

City

TX

State

78418

Postal Code

What district do you live in? *

☒ District 4

Current resident of the city?

☒ Yes ☐ No

If yes, how many years?

2

Home: (361) 429-8823

Primary Phone

Business: (928) 278-8419

Alternate Phone

Reemp DSD Inc

Employer

Vice President

Job Title

Work Address - Street Address and Suite Number

14878 Granada Drive 303

Work Address - City

Corpus Christi

Work Address - State

TX

Work Address - Zip Code

78418

Mr Michael S Pittman

Work Phone

3614298823

Work E-mail address

reempdsd@gmail.com

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

PARKS AND RECREATION ADVISORY COMMITTEE: Submitted

Interests & Experiences**Are you a registered voter?**

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

Regional General Manager for R.L. Schreiber (Present) Vice President of Reemp DSD Inc (Present)
Master of Organizational Leadership Columbia Southern University

If you applied for multiple boards, which boards are you most interested in serving on, in order of preference? (Limit to top three)

Island Strategic Action Committee Padre Isles Management District Parks and Recreation Advisory Committee Marine Advisory Committee

Why are you interested in serving on a City board, commission or committee?

As a citizen of Corpus Christi, I feel that it is my civic duty to become more involved in the community that we call home. My focus is on the island, but I would be open to helping as needed to further the growth of the city and endeavours.

[Upload a Resume](#)

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

No person shall be appointed by the Mayor or Council Members to serve on more than one board, commission, committee or corporation at the same time. If you currently serve as a voting member for a board, commission, committee or corporation are you willing to resign your current seat to serve on another board, commission, committee or corporation?

☐ Yes ☐ No

Demographics

Gender

☒ Male

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☐ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☐ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☐ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☐ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☐ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☐ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

N/A

Board-specific questions (if applicable)

Question applies to ISLAND STRATEGIC ACTION COMMITTEE

ISAC preferred representatives from certain categories. Do you qualify for any of the following categories? *

-
- ☒ Padre Island Business Association Member
 - ☒ At Large Representative who is a City Resident

Question applies to MARINA ADVISORY COMMITTEE

The Marina Advisory Committee preferred representatives from certain categories. Do you qualify for any of the following categories? *

-
- ☒ None of the above

Verification

City Code Requirement - Residency

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- ☒ I Agree

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Consent for Release of Information

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☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

Michael Pittman

14878 Granada Drive #303

Corpus Christi, TX 78418

██████████ – (361) 429-8823 Cell

Authorized to work in the US for any employer

WORK EXPERIENCE

Region General Manager

R.L. Schreiber

2017-Present

Provided business support and guidance to independent business owners in a territory covering 13 states. Maintained and grew business base through building relationships with existing account base, as well as attracting new customers. Implementation of company marketing programs, and insuring business owners adhere to best practices of the company. Annual market revenue increases in excess of 15%.

Florida Market Manager

Bon Appetit Bakeries

2015-2017

Provided businesses support to over 100 independent distributors in Florida and adjoining areas. Developed customer relationships on a regional basis to help grow business opportunities. Implemented new business practices and refined existing practices to help distributors become more efficient and profitable. Annual market revenue in excess of \$30 million with annual growth of over 15%.

Regional Sales Manager

Aramark Uniform Services

2012-2015

Responsible for overseeing all sales and operations staff in the Florida Panhandle and South Alabama. Recruited, trained, and motivated a diverse team of route sales representatives and sales staff capable exceeding standards. Full responsibility for an annual revenue budget of over \$30 million with an annual growth of 10%.

Regional Sales Manager

Hostess Brands, LLC

2008-2012

Managed a diverse team of over 80 employees from entry level to district managers. Oversaw retail outlet stores, distribution routes, and key account management in assigned territory. Responsible for developing and implement marketing and sales programs to retailers on a regional basis, while developing relationships with national accounts. Full P&L responsibility for an annual revenue budget of over \$50 million with annual growth of over 20%.

Divisional Sales Manager

Bimbo Bakeries

2004-2007

Provided business support and guidance to independent distributors of Bimbo Bakeries in multiple states while trying to grow brand presence. Maintained and grew business existing customer base, as well as attracting new customers. Implementation of company marketing programs, and insuring business owners adhered to best practices of the company. Annual market revenues in excess of \$10 million annually with yearly growth in excess of 15%.

District Manager

Sesseels' Grocery Stores

2000-2004

Responsible for managing daily business operations for six high end, grocery store in Memphis, TN. This role was not limited supervision, but also training and negotiating contracts to support and drive sales. Contributing to the implementation of company directives, while developing a "winning team culture" to achieve results. Annual revenues in excess of \$20 million.

EDUCATION

Masters of Business Administration in Business Administration (Pursuing)

Columbia Southern University

2016 to 2020

Masters of Business Administration in Organizational Leadership

Columbia Southern University

2016 to 2019

Bachelor of Science in Organizational Leadership

Columbia Southern University

2011 to 2017

Bachelor of Arts in Business Administration

Columbia Southern University

2011 to 2015

Associate of Arts in General Studies

Columbia Southern University

2011 to 2015

Associate of Science in Business

Columbia Southern University

2011 to 2015

CERTIFICATIONS/LICENSES

Florida Department of Education Teaching Certificate in Business (Grades 6-12)

ADDITIONAL INFORMATION

During my work history, I have always performed highest possible level while also creating a successful environment for my teams to develop and thrive. I have over 20 years managing multiple locations on a regional and national level. I bring a high level of expertise in developing brands, accounts, and customer relationships. In addition, I am highly adapt at recruiting and developing teams while increasing sales and profitability.

Application for a City Board, Commission, Committee or Corporation**Profile**

Howard

First Name

L

Middle Initial

Schauer

Last Name

Email Address

4734 Congressional Drive

Street Address

Corpus Christi

City

TX

State

78413

Postal Code

What district do you live in? *☒ District 3**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**

7

Mobile: (402) 304-3372

Primary Phone

Mobile: (402) 304-3372

Alternate Phone

Department of Navy

Employer

Supervisory Facilities Specialist

Job Title

Work Address - Street Address and Suite Number

8851 Ocean Drive Bldg 19

Work Address - City

Coprus Christi

Work Address - State

Texas

Work Address - Zip Code

78419

Work Phone

361-961-3557

Work E-mail address

Howard.L.Schauer.civ@us.navy.mil

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

PARKS AND RECREATION ADVISORY COMMITTEE: Submitted

Interests & Experiences**Are you a registered voter?**

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

MBA w/emphasis on Project Management Retired Army Military Officer (Colonel) Salvation Army Advisory Board South Texas Football Officials Association Member United Service Organization Advisory Board Member VFW Post 8932 Life Member (Quartermaster)

Why are you interested in serving on a City board, commission or committee?

My experience in executive level decision making and facilities management / facilities operations to include general construction will greatly benefit the citizens of Corpus Christi by working hard to find sustainable solutions in a resourced constrained environment.

[Upload a Resume](#)

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

No person shall be appointed by the Mayor or Council Members to serve on more than one board, commission, committee or corporation at the same time. If you currently serve as a voting member for a board, commission, committee or corporation are you willing to resign your current seat to serve on another board, commission, committee or corporation?

☐ Yes ☒ No

Howard I. Schauer

Demographics

Gender

☒ Male

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☐ No

Do you, your spouse, your business or your spouse's business have a City contract?

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Not applicable

Board-specific questions (if applicable)

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☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

Cover Letter

Howard L. Schauer hails from Texas. Currently serving as a Department of Navy Civilian at Naval Air Station Corpus Christi with the Public Works Department. In September 2017, I retired as a Colonel from the Texas Military Forces after serving for 35 years. During the 35 years I worked in Oklahoma, Nebraska, Virginia and Texas where I honed my skills in facilities maintenance, management, project management, planning, programming and budgeting for military construction projects using the DD 1391 process. My deployed time really ignited my problem solving skills and my desire to improve life for those in need.

Early in my military career, I was fortunate to train in Jamaica where our Combat Heavy Engineer unit conducted Humanitarian Assistance to the populous in the aftermath of Hurricane Gilbert. Our mission worked in concert with the U.S Embassy and the Jamaican Government to rebuild roads, schools, medical clinics. This facilitated the real work of rebuilding the lives of the courageous and strong people while allowing the government of Jamaica provide basic elements for its people.

Between 2003, and 2016; I completed three combat tours to Afghanistan including numerous short tours, equaling 42 months of boots on the ground in country. In my first tour, I worked with U.S. Army Corps of Engineers to complete over \$53 Million U.S. Dollar construction projects to support the infrastructure for Afghan Security Forces, U.S. and Coalition Forces. Construction included barracks, dining halls, a 30-megawatt diesel power plant, roads, canals, diversion dams, and many other structures that protected villages from mudslide, earthquake damage, and watershed damage from heavy rains and snowmelt.

2008 a unique challenge in working with the U. S. State Department, U. S. Aid for International Development, U. S. Department of Agriculture, Ministry of Agriculture Irrigation and Livestock, 17 U.S. States, 12 Land Grant Universities and many Non-governmental organizations and foreign countries to undertake the Afghanistan Agricultural Development Team Mission. Over the course of the mission 3225 military personnel and 30 civilians deployed in supporting various stakeholders to assist farmers to increase productivity, and food security and decreasing insurgent activities thereby improving safety in the region.

The 2016 deployment to Kandahar Airfield brought even greater challenges. Shortly after arriving, insurgents suddenly occupied specific supply routes to a strategic base camp. This greatly disrupted the roads, fuel, and supply corridors. Without fuel, operations within this U.S Strategic interest would cease endangering allied forces and to their missions. The short-term solution was to supply fuel via U.S rotary wing aircraft. I worked through channels with the NATO Support and Procurement Agency, and obtained civilian assets to airlift 20 thousand gallon of fuel on a daily basis until the missions were completed. This change allowed for better optimization of U.S. Forces and to- date there have been 400 missions completed without loss of life or equipment.

The past 35 years in both civilian and military jobs I have refined my leadership skills, and to be a well-rounded manager that can solve problems meet the mission or tasks at hand without compromising the safety or lives of those on my team or teams we were supporting. I have stood the watch to receive displaced persons from Hurricane Katrina, and wildfires in western states. I have worked in the emergency operations center in Washington D.C during Super Storm Sandy. I understand the Chain of Command, leadership and the only way to do something is the right way.

WORK EXPERIENCE**Supervisory Facilities Operations Specialist (GS-1601-12) October 2014 to Present, Corpus Christi Naval Air Station 8851 Ocean Drive, Bldg. 19 Corpus Christi, Texas, 78419**

Supervisor: Von Pilcher (361-961-5171). 40 Hours per week: Serving as the Supervisory, Facilities Operations Specialist (Requirements Branch Chief), in the Facilities Management Division at Naval Air Station Corpus Christi. The Requirements Branch serves as the front door to the Public Works Department for supporting tenants/ commands to address all facility related issues. I am responsible for the direct supervision of 10 employees managing the work production, while creating a positive working environment with tenants through the building liaisons (Facility Management Specialists). Established priorities for Engineering Technicians to complete project packages for installation tenants. Conducted weekly Work Induction Board and developed and or maintained the Long-Range Maintenance Plan, Maintenance Action Plan and the Maintenance Execution Plan. Oversaw the Installation Condition Assessment Program and took an active role in the Zone Inspections.

Accomplishments:

- ~ Directly supervised the preparation of 75 projects totaling more than \$4 million dollars
- ~ Directly supervised the execution of more than \$70 thousand USD in Government Purchase Card actions to complete "Out of Scope" Shops Service Calls
- ~ Conducted actions to increase the dynamic component rating by 20 percentage points and one of the highest in the (17) Southeast Region Installations
- ~ Directly supervised the installation infrastructure status reporting program

Deputy Chief of Staff for Support, Colonel/06, April 2016 to June 2017, Kandahar Airfield, Kandahar Afghanistan, Supervisor: Brigade General Lee Henry. 70 hours per week: Dual hatted as Deputy Chief of Staff-Support and 36th Infantry Division Engineer for the Train, Advise Assist, Command South (TAAC-S), NATO Resolute Support Mission in Afghanistan. Served as primary logistics and engineering facilitator between (U.S.) and an International Forces of over 2,083 Soldiers/Sailors/Airmen from four countries, supported by a civilian workforce of over 4,600 on Kandahar Airfield with an additional 1,400 U.S. and Coalition soldiers, civilians and contractors at Contingency Locations Dwyer and Shorab. Coordinated all engineering requirements with direct oversight of all logistics requirements with NATO and USFOR-A headquarters and partner nations. Provided direction and alignment of TAAC-S staff efforts for contracting, engineering projects, and base life support services, including the divestment of foreign excess personal property and infrastructure. Principal agent to approve real property transactions for over 15.0 square kilometers and over 1000 structures.

Accomplishments:

- ~ Led the Combined Joint Engineer and Combined Joint Logistics sections during a period of Basic Life Services contract transition and uncertainty with Force Manning Levels with diverse leadership and processes to meet the U.S and Coalition Strategic Intent. Transition included 20 Basic Life Services from NATO Support and Procurement Agency (NSPA) to Logistics Civilian Augmentation Program (LOGCAP) with an estimated cost of \$100 million USD
- ~ Built a rock-solid rapport with the United States Forces-Afghanistan (USFOR-A) Staff, Combined Security Transition Command-Afghanistan Staff and Over The Horizon Engineers to resource engineer requirements at Kandahar Airfield and Contingency Locations Shorab and Dwyer to execute 15 projects with an estimated cost of 5 million dollars to increase the Anti-terrorism/ Force Protection posture
- ~ Provided strategic level methodologies in developing demonstrable operational costs saving projects to reduce the yearly operating cost of Kandahar Airfield by 15%

- ~ Executed projects to install prime power cabling and to remove spot generation with a direct fuel saving of \$2.5 Million USD per year
- ~ Established aerial resupply to outlying (3) locations to support U.S. strategic objectives

Facilities Operations Specialist (GS-1640-12) February 2014 – October 2014, Corpus Christi Army Depot, 308 Crecy Street, Corpus Christi, Texas, 78419 Supervisor: Victor Lopez (361-961-4635). 40 Hours per week: Serving as the Facilities Operations Specialist in (S4) Directorate of Infrastructure Operations at Corpus Christi Army Depot with supporting the Resource Management, Engineering Plans, Services, and Maintenance Construction Branches in infrastructure/facility equipment for buildings, structures, architectural and environmental components, utility systems and land development. Additional assignments include overall support to provide analytical reports for tasks related to individual building equipment/structure operations, maintenance and utilization to comprehensive, overall planning for the demolition and new construction using the 1390/91 Processor.

Accomplishments:

- ~ Designed electronic Service Requests tracking system to inform CCAD Directorates of priority of effort and the cancelling of duplicate requests
- ~ Re-established Safety Awareness/Program within the Facilities Management Division
- ~ Establish schedule correct all noted Annual Safety Audit deficiencies (100 in total)

Afghanistan Agriculture Development Teams Program Manager, Lieutenant Colonel/05, June 2010 to September 2013, National Guard Bureau, Alexandria, VA, Supervisor: Lieutenant General William Ingram 70 hours per week: Served as the Special Assistant to the Director, Army National Guard. In that capacity, I had the specific responsibility to plan, coordinate, and execute the organization and deployment of the Army National Guard's Afghan Agribusiness Development Teams. These responsibilities include direct coordination with the International Security Assistance Force, United States Forces Afghanistan, ISAF Joint Command, Regional Command Headquarters CJTF, 1st ID, 101st, 82nd, 1st CAV, 1st / 2nd Marine Divisions, Central Command, the Chairman's Joint Staff, various State Joint Force Headquarters, Interagency partners, Department of State, USAID, USDA, Congressional representatives, Non-governmental Organizations and staff personnel to facilitate the effective, efficient development of current and future Agribusiness Development Teams and deploy them to Afghanistan.

Accomplishments:

- ~ Key proponent in designing and ensuring the ADT strategic message was communicated to the media, Congress, and the public
- ~ Primary interlocutor in developing consensus with Chief, National Guard Bureau, ISAF, and 1st CAV to deploy ADTs to Area of Operations
- ~ Directly responsible for resourcing, training, deploying and re-deployment of 35 ADT formations (3225 personnel)
- ~ Directly responsible for the resourcing, training deploying and re-deployment of 30 Civilian Expeditionary Workforce personnel during this assignment
- ~ Worked with both Danish and British Defense Forces to develop the ADT model in their countries

Stability Operations Agriculture Development Teams Chief / Liaison, Lieutenant Colonel/05, August 2008 to June 2010, National Guard Bureau, Kabul, Afghanistan Supervisor: Major General Curtis Scaparrotti 70 hours per week: Responsible for coordination of all agriculture-related matters with the United States Agency for International Development (USAID), the United States Department of Agriculture (USDA), the Government of the Islamic Republic of Afghanistan's (GIROA) Minister of Agriculture, Irrigation, and Livestock and the U.S. Military Agribusiness

Development Teams, as well as other foreign nations and Non-governmental Organizations (NGOs) executing agriculture programs and/or projects.

Accomplishments:

- ~ Designed and executed a 7-acre cherry and apricot fruit tree re-establishment in the Panjshir Valley and the subsequent training of 400 farmers
- ~ Assisted in the planning, design and execution of re-establishing the Badam Bagh Demonstration farm and the subsequent training of 2000 farmers
- ~ Assisted Root of Peace (NGO) in the planning, design and execution of establishing the 25 grape trellising demonstration plots and the subsequent training of 750 farmers in how to increase their grape production by 30% in the first year
- ~ Worked with DOS, USAID and USDA to write the Afghan / U.S Agriculture Strategy

Supervisory Facilities Operations Specialist (PGM MNGT) (GS-1640-12) January 2007 – August 2008, Nebraska Military Department, 2433 NW 24th Street, Lincoln, Nebraska 68524, Supervisor: COL (Ret) Mark Stocksdell (402-309-7200). 40 Hours per week: My position with responsibility for the identification and development requirements of operating budgets for maintenance, repair, and minor construction projects for the Nebraska Army National Guard facilities. These encompassed over one million square feet of facilities under cover (roof). Directly supervised statewide maintenance contracts and building trades personnel (electrical, HVAC etc.) in routine preventive maintenance checks and services of building systems. Supervised upgrade to Electronic Security Program Supply rooms, Arms Ammunition, and Explosives (AA&E) storage facilities statewide. Coordinated and supervised yearly inspections of all facilities to ensure compliance with the American Disabilities Act, and the Real Property Inventory Listing. Implemented, directed, and managed the Army Energy Program, Energy Savings, and Energy Conservation Investment Program.

Accomplishments:

- ~ First National Guard Officer certified as a Construction and Facilities Management Officer by National Guard Bureau, Installations Division
- ~ Supervised the statewide electronic security upgrade of 40 AA&E vaults for which Nebraska led the nation in the lowest cost per vault upgrade
- ~ Established and implemented a 25-year Real Property replacement plan based on existing Real Property Inventory Listing considering infrastructure data, which included age of facility, current and future use of facility, based on force structure formations, current Installation Status Report and past maintenance and repair costs.
- ~ Conducted yearly 100% inspection of all facilities in accordance with DOD Installation Status Reporting system
- ~ Supervised all maintenance and repair activities including federal, state employees and contractors tasked with performing general facility maintenance discipline activities

Supervisory Facilities Operations Specialist (PGM MNGT) (GS-1640-12) April 2005 – January 2007 Oklahoma Military Department, 3501 Military Circle NE, Oklahoma City, Oklahoma, Supervisor: COL (Ret) Lloyd Roberts (580-716-0487). 40 Hours per week: My position with responsibility for the identification and development requirements of operating budgets for statewide maintenance, repair, and minor construction projects for the Oklahoma Army National Guard facilities. These encompassed nearly two million square feet of facilities under cover (roof). Directly supervised maintenance contracts and building trades personnel (electrical, HVAC etc.) in routine preventive maintenance checks and services of building systems. As a certified OSHA inspector implemented multiple health, life and safety corrective measures thus allowing the facilities to maintain national, state and local building standards.

Accomplishments:

- ~ Project Manager for \$12.3 million-dollar construction of the Sand Springs Armed Forces Reserve Center, which was \$1 million USD under budget and within period of performance
- ~ Project Manager for \$6.2 million-dollar construction of the 90th Troop Command Multi-Unit Readiness Center, which was \$600 thousand dollars under budget and substantial completion within allotted period of performance
- ~ Researched and prepared five each 1390/91s (estimated total of \$220 Million) for submission to Congress under the 1995 Base Realignment and Closure Commission (BRAC)
- ~ Established electronic databases to track all maintenance and repair work orders to pinpoint areas to gain efficiencies, extend 2065 federal funding, and state funding of statewide supported facilities
- ~ Supervised all maintenance and repair activities including federal, state employees and contractors tasked with performing general facility maintenance discipline activities
- ~ Worked extensively with Camp Gruber Training Center leadership for programming, design and execution of Machinegun Training Range Complex Project
- ~ Chaired Selection Committee for IDIQ A&E Services for delivery of State-wide projects

Civil Engineering Technician, (PGM- MNGT) (GS- 0802-09) November 2001- March 2005
Oklahoma Military Department, 3501 Military Circle, Oklahoma City, Oklahoma, Supervisor:
COL (Ret) Lloyd Roberts (580-716-0487). 40 Hours per week: As a Civil Engineering Technician, duties included reviewing architectural drawings coupled with engineering plans and specifications as they related to facilities most often required by National Guard Bureau design standards and criteria. Oklahoma Army National Guard facilities design and construct facilities in accordance with the Unified Design Criteria set forth by the Department of Defense to promote and advance the readiness of the units to accomplish their assigned missions. Critical tasks associated with this job included coordinating with outside contracted professional engineers to ensure all authorized design criteria met or exceeded Anti-Terrorism Force Protection, Master Plans, Army Stationing Installation Plan (ASIP) and Real Property and Analysis System (RPLANS). Supervised the review of facilities for sustainment, restoration and modernization (SRM) standards in relationship to the current Long Range Construction Plan and Future Years Defense Plan.

Accomplishments:

- ~ Established and implemented a 25-year Real Property replacement plan based on existing Real Property Inventory Listing considering infrastructure data, which included age of facility, current and future use of facility, based on force structure formations, current Installation Status Report and past maintenance and repair costs.
- ~ Implemented a yearly 100% inspection of all facilities in accordance with DOD Installation Status Reporting system
- ~ Project Manager for statewide roof repair by replacement program utilizing State of Oklahoma Bond monies, which required close coordination's with state contracting personnel, roofing contractors, Architect/Engineer of Record and building occupants for execution of projects

FORMAL EDUCATION

Master of Business Administration emphasis in Project Management, 2010 Grantham University,
Bachelors of Sciences in Human Resources Management, 1995 Southern Nazarene University,

SELECT TRAINING

Ready Navy Emergency Preparedness Course
Operations Management Course (2014)
Facilities Engineering - Course (2014)
Fundamentals of Systems Acquisition Management (2014)
Contracting Officer's Representative (222) Course (2014)
Joint Engineer Operations Course 2013
Fiscal Law, Defense Acquisition University, 2013
J3 Director of Military Support Course (DOMS), 2013
Advance Joint Professional Military Education Certification, 2012
Homeland Security Planners Course, 2012
Reserve Component National Security Course, 2011
Joint Interagency Multinational Planners Course, 2011
Construction and Facilities Management Officer Certification, 2008

CREDENTIALS

Top Secret w/SCI (4/29/2015)
Joint Qualified Officer (3L)
Agriculture Officer (6U)
Certified Construction & Facilities Management Officer

HONORS/AWARDS

Afghanistan Campaign with Campaign Star
Bronze Star Medal (2nd Award)
Legion of Merit Medal
Defense Meritorious Service Medal
Danish Home Guard Meritorious Service Medal

PROFESSIONAL ORGANIZATIONS

Veterans of Foreign Wars (Life Member)
Army Engineer Association (Life Member)
National Guard Association of the United States (Life Member)
National Guard Association of Texas (Life Member)
Nebraska National Guard Association (Life Member)
International Facility Management Association (Sustaining Member)
Army Historical Association (Sustaining Member)
Association of the United States Army (Sustaining Member)
Military Officer of America (Sustaining Member)
Salvation Army Board of Directors

Application for a City Board, Commission, Committee or Corporation**Profile**

Dr Kevin Tou
Prefix First Name Last Name

[REDACTED]
Email Address

3615 Ocean Dr
Street Address

Corpus Christi TX 78411
City State Postal Code

What district do you live in? *

☒ District 4

Current resident of the city?

☒ Yes ☐ No

If yes, how many years?

1

Mobile: (907) 987-2985 Mobile: (907) 987-2985
Primary Phone Alternate Phone

Northstar Anesthesiologist
Employer Job Title

Work Address - Street Address and Suite Number

3615 Ocean Dr

Work Address - City

Corpus Christi

Work Address - State

TX

Work Address - Zip Code

78411

Work E-mail address

[REDACTED]

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

PARKS AND RECREATION ADVISORY COMMITTEE: Submitted

Interests & Experiences

Are you a registered voter?

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

Starting TAMU-CC mba program this month

If you applied for multiple boards, which boards are you most interested in serving on, in order of preference? (Limit to top three)

Planning commission Downtown management Reinvestment zone 3 Parks and recs

Why are you interested in serving on a City board, commission or committee?

-community service -learn the processes of city governance

Upload a Resume

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

No person shall be appointed by the Mayor or Council Members to serve on more than one board, commission, committee or corporation at the same time. If you currently serve as a voting member for a board, commission, committee or corporation are you willing to resign your current seat to serve on another board, commission, committee or corporation?

☒ Yes ☐ No

Demographics

Gender

☒ Male

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☐ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☐ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☐ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☐ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☐ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☐ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

N/A

Board-specific questions (if applicable)

Question applies to MARINA ADVISORY COMMITTEE

The Marina Advisory Committee preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ Engineer

Question applies to multiple boards

Are you willing to provide an Annual Report of Financial Information as required by the Code of Ethics?

☒ Yes ☐ No

Question applies to CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT CORPORATION,CORPUS CHRISTI B CORPORATION,PLANNING COMMISSION

Are you a registered voter?

☒ Yes ☐ No

Verification

City Code Requirement - Residency

As a board, commission, or committee member, you will be asked to adhere to City Code of Ordinances, Section 2-65, which states that all members of City boards and commissions, including ad hoc committees, appointed by the City, must be residents of the city. A move outside the city limits of the city by any member shall constitute automatic resignation from the particular board or commission on which such member served.

☒ I Agree

City Code Requirement - Attendance

As a board, commission, or committee member, you will be asked to adhere to City Code of Ordinances, Section 2-61, which provides that absences from more than 25% of regularly scheduled meetings during a term year on the part of any board, commission, or committee member shall result in an automatic termination. An absence shall be deemed unexcused unless excused by the board, commission or committee for good cause no later than its next meeting after the absence.

☒ I Agree

Consent for Release of Information

I understand that if any member of the public makes a request for information included in this application or in any attachment (e.g. resume or supporting documentation) for appointment it is subject to and must be disclosed under the Texas Public Information Act. I understand that under the Texas Public Information Act, my home address and home telephone number is subject to public disclosure unless I am elected or appointed to the position which I seek. I hereby consent to the release of my home address and home telephone number should it be requested under the Texas Public Information Act prior to my possible appointment or election. I hereby release the City of Corpus Christi, and its agents, employees and officers, from any and all liability whatsoever if the information must be released pursuant to the Texas Public Information Act.


☒ I Agree

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ I Agree

Dr. Kevin M. Tou, M.D.

LTC, United States Army Reserves
3615 Ocean Drive, Corpus Christi, TX 78411
907-987-2985


PROFESSIONAL EXPERIENCE

Staff Anesthesiologist

Northstar Anesthesia, Corpus Christi, TX, October 2019 - Current

- Corpus Christi Medical Center

Staff Anesthesiologist

Fairbanks Memorial Hospital, Fairbanks, AK, June 2017 – September 2019

- Community hospital with 152 inpatient bed capacity
- Started ERAS program for colorectal and gyn surgery

Staff Anesthesiologist

Brooke Army Medical Center, San Antonio, TX, May 2016 – May 2017

- Level 1 trauma center
 - 80,000 emergency visits annually
- 425 inpatient beds
 - 40 inpatient beds designated for burn center
- ACGME accredited facility
- Led a multi-disciplinary ERAS committee to include anesthesia, colorectal, gyn-onc, orthopedics, hospital administration, key clinical nurse leaders, physical therapy, and pharmacy to implement ERAS principles for the largest GME program in DOD.

Staff Anesthesiologist

212th Combat Support Hospital, Miesau, Germany, August 2015 - April 2016

- 212th CSH is the Army's forward positioned 84-bed combat support hospital prepared to support contingency and humanitarian missions in EUROM, CENTCOM, and AFRICOM.
- Subordinate Units 67th and 160th Forward Surgical Teams

Deputy Commander of Clinical Services

212th Combat Support Hospital, Miesau, Germany, July 2014 – July 2015

- Chief Medical Officer for 9 general surgeons, 3 orthopedic surgeons, 1 OB-GYN, 1 OMFS, 8 CRNAs, 1 physician assistant, 1 lab technician, and 1 dietician.
- Ensures the unit is prepared to provide combat casualty care within 4 days of notification
- Voting member of Anesthesia Reporting Monitoring Device panel; tri-service panel providing oversight for DOD issues pertaining to anesthesia reporting and monitoring.

Assistant Chief of Anesthesiology

Landstuhl Regional Medical Center, Landstuhl, Germany, August 2013 – June 2014

- Voting member of executive committee, credentials committee, blood utilization committee, and critical care committee
- Responsible for the implementation and maintenance of Innovian – anesthesia electronic record.
- Assist with the management of 6 anesthesiologist and 15 nurse anesthetists
- Provides regional anesthesia training to active duty army anesthesia residents
- Implemented Voicera system in the anesthesia department to improve communication and emergency anesthesia aid

Staff Anesthesiologist

Bassett Army Community Hospital, Fairbanks, Alaska, July 2010 - July 2013

- Medical director of anesthesiology

EDUCATION

Anesthesiology Residency, May 2007 – June 2010

San Antonio Uniformed Services Health Education Consortium

- Chief resident 2009-2010
- Arthur B. Tarrow Award
 - Outstanding resident 2007-2010

Transitional Internship, June 2006 – May 2007

Brooke Army Medical Center

M.D., May 2006

Uniformed Services University of the Health Sciences, Bethesda, MD

- Alpha Omega Alpha Honor Medical Society

B.S. Chemical Engineering, May 2000

University of Houston, Houston, TX

- Cum Laude
- Tau Beta Pi –Engineering Honor Society

LICENSURE/CERTIFICATION

Board Certified Anesthesiologist, April 2011

- American Board of Anesthesiologist

Paramedic License, May 2001

- Houston Community College, Houston, TX

MEDICAL LICENSE

- Nebraska State Medical License
- Alaska State Medical License

PUBLICATIONS

Liposomal bupivacaine incisional injection in single-level lumbar spine surgery. Spine J. 2016 Nov; 16(11): 1305-1308.

Efficacy of in-plane vs out-of-plane placement of continuous femoral nerve catheter. Reg Anes Pain Med. 2010; 168.

MILITARY

1984th US Army Hospital (US Army Reserves), Fort Wainwright, AK, Aug 2017 – current

- Support the 9th Mission Support Command, Tripler Army Medical Center, and US Army Pacific Command with local and global operations

Deployed to Operation Enduring Freedom, October 2011 – May 2012

- Staff anesthesiologist
- Bastion Hospital Role 3, Helmand Province, Afghanistan
- Highest volume trauma center in theatre with survival rate of 97.5%
 - Adult and pediatric polytrauma and burns
- Over 40 massive transfusions performed
- Anesthesia team was responsible for acute pain management of all patients
- Awarded the Meritorious Unit Commendation

Critical Care Air Transport Team Course, TX, 2010

Medical Readiness Training Exercise, September 2008

- 2 week training exercise to Honduras with orthopedic hand surgeons
- Provided regional anesthesia for upper and lower extremity injuries
- Successfully provided care to over 40 patients in an austere environment

Airborne, Fort Benning, GA

- Basic Parachute Badge

PROFESSIONAL MEMBERSHIP

American Society of Anesthesiologist

SENIOR CORPS ADVISORY COMMITTEE

One (1) vacancy with term to 2-28-2022, representing the following category: 1 - At-Large.

Duties

The Committee shall act as an advisor to the City Council, City Manager and Parks Department staff regarding the Senior Companion Program and the Retired and Senior Volunteer Program.

Composition

The committee shall consist of five (5) members. One (1) member shall be a current Senior Companion Program ("SCP") volunteer, one (1) member shall represent the SCP Volunteer Station; one (1) member shall be a current Retired and Senior Volunteer Program ("RSVP") volunteer; one (1) member shall represent the RSVP volunteer station; and one (1) member shall be at large. Of the initial members, three (3) members shall serve a two-year term and two (2) members shall serve a one-year term, as determined by a drawing to be conducted at the initial committee meeting. Thereafter, all terms shall be two (2) years.

Member size

5

Term Length

2 years

Term Limit

6 years

Name	District	Term	Appt. date	End date	Appointing Authority	Position	Status	Category
Silvia V Facundo	District 3	1	3/17/2020	2/28/2022	City Council		Resigned	At-Large
Joann Arevalo	District 4	1	3/17/2020	2/28/2022	City Council	Chair	Active	RSVP Volunteer
Betsy Miller	District 5	1	3/17/2020	2/28/2022	City Council		Active	SCP Vol. Station
Gary R Burger	District 5	2	3/17/2020	2/28/2023	City Council		Active	RSVP Vol. Station
Stephanie Brown	District 2	2	3/17/2020	2/28/2023	City Council	Vice-Chair	Active	SCP Volunteer

SENIOR CORPS ADVISORY COMMITTEE

Applicants

Name	District	Status	Category
Scott A Lawson	District 5	Applied	At Large
Allison C Vela	District 2	Applied	At Large

Application for a City Board, Commission, Committee or Corporation**Profile**

Scott A Lawson
First Name Middle Initial Last Name

[REDACTED]

Email Address

3913 Priscilla Dr
Street Address

Corpus Christi TX 78414
City State Postal Code

What district do you live in? *☒ District 5**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**

5

Mobile: (417) 437-9997 Mobile: (417) 439-1392
Primary Phone Alternate Phone

Retired Retired
Employer Job Title

Work Address - Street Address and Suite Number

3913 Priscilla Dr

Work Address - City

Corpus

Work Address - State

TX

Work Address - Zip Code

78414

Work Phone

4174379997

Work E-mail address

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

SENIOR CORPS ADVISORY COMMITTEE: Submitted

Interests & Experiences

Are you a registered voter?

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

Retired Manufacturing Manager, former United Way county chair, State Manufacturers council president, quality awards foundation auditor using Baldrige Award criteria, Batchelor of Business Administration, Mini-MBA

Why are you interested in serving on a City board, commission or committee?

Apply knowledge and experience to helping city and community

[Upload a Resume](#)

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

No person shall be appointed by the Mayor or Council Members to serve on more than one board, commission, committee or corporation at the same time. If you currently serve as a voting member for a board, commission, committee or corporation are you willing to resign your current seat to serve on another board, commission, committee or corporation?

☒ Yes ☐ No

Demographics

Gender

☒ Male

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☒ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☒ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☒ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☒ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☒ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☒ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

N/A

Board-specific questions (if applicable)

Question applies to ARTS & CULTURAL COMMISSION

The Arts & Cultural Commission preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ Architecture

Question applies to BUILDING STANDARDS BOARD

The Building Standards Board preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ Building Materials Dealer

Question applies to BUILDING STANDARDS BOARD

Are you a Homeowner in the City of Corpus Christi?

☐ Yes ☒ No

Question applies to CORPUS CHRISTI COMMUNITY IMPROVEMENT CORPORATION / LOAN REVIEW COMMITTEE

The CCCIC/Loan Review Committee must include representatives from certain categories. Do you qualify for any of the following categories? *

☒ Architect

☒ Engineer

Question applies to CORPUS CHRISTI CONVENTION & VISITORS BUREAU

The Convention & Visitors Bureau Board must include representatives from certain categories. Do you qualify for any of the following categories? *

☒ None of the above

Question applies to HUMAN RELATIONS COMMISSION

The Human Relations Commission preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ None of the above

Question applies to ISLAND STRATEGIC ACTION COMMITTEE

ISAC preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ At Large Representative who is a City Resident

Question applies to LANDMARK COMMISSION

The Landmark Commission preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ Architect

☒ Structural or Civil Engineer

☒ At-Large

Question applies to LIBRARY BOARD

The Library Board preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ None of the above

Question applies to WATERSHORE AND BEACH ADVISORY COMMITTEE

The Watershore & Beach Advisory Committee must include members representing certain categories. Do you qualify for any of the following categories? *

☒ Engineer

Question applies to multiple boards

Are you willing to provide an Annual Report of Financial Information as required by the Code of Ethics?

☒ Yes ☐ No

Question applies to CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT CORPORATION,CORPUS CHRISTI B CORPORATION,PLANNING COMMISSION

Are you a registered voter?

☒ Yes ☐ No

Question applies to FLOOD HAZARD MITIGATION INFORMATION COMMITTEE

The Flood Hazard Mitigation Information Committee must include a representative from certain categories. Do you qualify for any of the following? *

☒ None of the above

Question applies to REINVESTMENT ZONE NO. 4 (NORTH BEACH) BOARD

Are you 18 year or older?

☐ Yes ☒ No

Question applies to REINVESTMENT ZONE NO. 4 (NORTH BEACH) BOARD

The Reinvestment Zone No. 4 must include a Community Member who must be a resident within the TIRZ No. 4 (North Beach) Zone and own or lease property within the Reinvestment Zone No.4 (North beach). Do you qualify?

☐ Yes ☒ No

Question applies to SENIOR CORPS ADVISORY COMMITTEE

The Senior Corps Advisory Committee must include members representing certain categories. Do you qualify for any of the following categories? *

☒ At Large

Question applies to CONSTRUCTION TRADE ADVISORY & APPEALS BOARD

The Construction Trade Advisory & Appeals Board must include representatives from certain categories. Do you qualify for any of the following categories? *

☒ Engineer or Architect

Verification

City Code Requirement - Residency

As a board, commission, or committee member, you will be asked to adhere to City Code of Ordinances, Section 2-65, which states that all members of City boards and commissions, including ad hoc committees, appointed by the City, must be residents of the city. A move outside the city limits of the city by any member shall constitute automatic resignation from the particular board or commission on which such member served.

☒ **I Agree**

City Code Requirement - Attendance

As a board, commission, or committee member, you will be asked to adhere to City Code of Ordinances, Section 2-61, which provides that absences from more than 25% of regularly scheduled meetings during a term year on the part of any board, commission, or committee member shall result in an automatic termination. An absence shall be deemed unexcused unless excused by the board, commission or committee for good cause no later than its next meeting after the absence.

☒ **I Agree**

Consent for Release of Information

I understand that if any member of the public makes a request for information included in this application or in any attachment (e.g. resume or supporting documentation) for appointment it is subject to and must be disclosed under the Texas Public Information Act. I understand that under the Texas Public Information Act, my home address and home telephone number is subject to public disclosure unless I am elected or appointed to the position which I seek. I hereby consent to the release of my home address and home telephone number should it be requested under the Texas Public Information Act prior to my possible appointment or election. I hereby release the City of Corpus Christi, and its agents, employees and officers, from any and all liability whatsoever if the information must be released pursuant to the Texas Public Information Act.

☒ **I Agree**

Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

☒ **I Agree**

Scott A. Lawson

3913 Priscilla Dr., ~ Corpus Christi, TX 78414 ~ 417.437.9997 ~ [linkedin.com/in/scoitalienlawson/](https://www.linkedin.com/in/scoitalienlawson/)

Professional Experience

Horton Automatics <i>Product Manager, Revolving Doors, Security Products</i> <ul style="list-style-type: none">Manage Revolving Door & Security product linesDevelop new products	Corpus Christi, TX	2016-2020
Ergon Consulting <i>Consultant/Problem Solving</i> <ul style="list-style-type: none">Aerospace manufacturing and machining emphasis, AS9100 certificationA3 Facilitation, Acting Safety Coordinator, Team Building, Employee Involvement	Grove and Owasso, OK	2015-2016
CST Storage <i>Plant Manager</i> <ul style="list-style-type: none">P&L for \$67 million annual budget, ISO 9001 certified, 6 years with no lost time injuryManaged Production, Maintenance, Purchasing, Production Control and Scheduling	Parsons, KS	2013-2015
Knapheide Truck <i>General Manager</i> <ul style="list-style-type: none">Responsible for P&L, policy, personnel, budget, customer relations, Sales and ProductionDirected all functional departments, truck pool and inventory, ISO 9001:2008 certified	Kansas City, MO	2012-2013
Newell Coach <i>Vice President/Manufacturing</i> <ul style="list-style-type: none">Led manufacture of custom motor coaches with 208 employees in 15 departmentsNegotiated several Collective Bargaining AgreementsDirected Safety, Quality, Production, Scheduling, Procurement, Service and MaintenanceManaged 16 acre facility, 130,000 square feet under roof seven-figure materials inventory, eight-figure work in process and eight-figure finished goods inventory	Miami, OK	2002-2012
Newell Coach <i>Plant Manager</i> <ul style="list-style-type: none">Implemented lean manufacturing, oversaw Six Sigma Black Belt projectsBuilt effective team through hiring and coaching		1996-2002
Newell Coach <i>Special Projects Manager</i> <ul style="list-style-type: none">Developed Special Projects programCustomers' request/need fulfillment, Production Liaison		1992-1996
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- Engineering roles with Titan Rig (mobile oil rigs), Funk Manufacturing (now John Deere) and Ajax-Atlas (structural steel buildings)

Highlights

- Exemplary integrity
- Mentor to middle managers, resulting in much higher performance
- Oversaw multiple locations, shifts and departments simultaneously
- Implement/foster lean manufacturing using 5S, Six Sigma and SPC methodology
- Chairman of the Board of Directors of the esteemed Oklahoma Manufacturing Alliance
- President of Grand Lake Manufacturers' Council
- Team Leader for the Oklahoma Quality Award Foundation
- Influence many companies through lean, ISO, Baldrige Award criteria and Six Sigma
- OSHA 10 Certification

Skills

- Lean Manufacturing, team building and employee empowerment
- Human Resources leadership and staff development
- Customer/vendor relationships and partnerships
- Contract negotiations (union, vendor, supplier and customer)

Core Accomplishments

- State record for longest running SHARP safety award
- Doubled revenue, increased capacity, reduced costs through lean transformation
- Increased annual profits by 150% through continuous improvement processes
- Reduced employee turnover to under 5% per year
- Improved safety from 16 accidents at \$500,000 per year to 4 accidents at \$50,000
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- Applied visual workplace techniques and posted measurable metrics
- Raised workplace organization, neatness and cleanliness through 5S programs
- Reduced foot travel by many miles through pull systems
- Decreased production line work station count, saving considerable WIP and space
- Created kanban systems and 2-tiered racking to improve inventory management

Education

Pitt State University <i>Bachelor of Business Administration, with honors</i>	Pittsburg, KS	1994
▪ Summa Cum Laude (4.0 GPA)		
▪ Member, Delta Mu Delta and Phi Kappa Phi		
The University of Tulsa <i>Mini MBA,</i>	Tulsa, OK	2000
▪ College of Business Administration		
▪ Center for Excellence and Professional Development		
Texas A&M <i>Six Sigma Black Belt</i>	Corpus Christi, TX	2016

Application for a City Board, Commission, Committee or Corporation**Profile**

Allison

First Name

C

Middle Initial

Vela

Last Name

Email Address

826 Collins St

Street Address

Corpus Christi

City

TX

State

78411

Postal Code

What district do you live in? *☒ District 2**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**

~10

Mobile: (361) 726-8244

Primary Phone

Mobile: (361) 726-8244

Alternate Phone

Del Mar College

Employer

student

Job Title

Work Address - Street Address and Suite Number

101 Baldwin Blvd

Work Address - City

Corpus Christi

Work Address - State

TX

Work Address - Zip Code

78404

Work Phone

3616981200

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

SENIOR CORPS ADVISORY COMMITTEE: Submitted

Interests & Experiences**Are you a registered voter?**

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

I do not currently serve on any City board, commission or committee at this time.

Education, Professional and/or Community Activity (Present)

I am a current student at Del Mar College and single mother with two children. I offer a unique perspective that is not heard often enough.

If you applied for multiple boards, which boards are you most interested in serving on, in order of preference? (Limit to top three)

I am most interested in serving on the following boards: Library, Community Improvement, Sister City.

Why are you interested in serving on a City board, commission or committee?

I want to serve my community and think my unique experiences and opinions could be helpful in the continued improvement of our city.

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

Demographics**Gender**

☒ Female

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☒ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☒ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☒ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☒ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☒ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☒ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

N/A

Board-specific questions (if applicable)

Question applies to ANIMAL CARE ADVISORY COMMITTEE

The Animal Care Advisory Committee preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ None of the above

Question applies to CORPUS CHRISTI COMMUNITY IMPROVEMENT CORPORATION / LOAN REVIEW COMMITTEE

The CCCIC/Loan Review Committee must include representatives from certain categories. Do you qualify for any of the following categories? *

☒ None of the above

Question applies to LIBRARY BOARD

The Library Board preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ None of the above

Question applies to SENIOR CORPS ADVISORY COMMITTEE

The Senior Corps Advisory Committee must include members representing certain categories. Do you qualify for any of the following categories? *

☒ At Large

Verification

City Code Requirement - Residency

As a board, commission, or committee member, you will be asked to adhere to City Code of Ordinances, Section 2-65, which states that all members of City boards and commissions, including ad hoc committees, appointed by the City, must be residents of the city. A move outside the city limits of the city by any member shall constitute automatic resignation from the particular board or commission on which such member served.

☒ I Agree

City Code Requirement - Attendance

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Oath

I swear that all of the statements included in my application and attached documents, if any, are true and correct.

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WATERSHORE AND BEACH ADVISORY COMMITTEE

One (1) vacancy with terms to 12-11-2022 representing the following preferred, but not required category: 1 - Scientist.

Duties

The Watershore and Beach Advisory Committee advises and makes recommendations regarding use or preservation of the following areas within the city limits: the waterfront, the beaches, and the natural bodies of water, including, but not limited to: Gulf of Mexico, bays, rivers, and creeks, excluding the Marina area as defined by Section 2-264.

Composition

Nine (9) members appointed by the City Council for two-year terms. Membership in one or more of the following categories is preferred but not required: Scientist, i.e., Marine Biologist, Engineer, Environmentalist, owner or representative of a hotel or condominium located on North Padre Island or Mustang Island, and a board member of the Corpus Christi Convention & Visitors Bureau. The Chairperson of the Watershore and Beach Advisory Committee shall act as an advisor to the Parks and Recreation Advisory Committee and vice versa.

Member size	Term length	Term limit
9	2 Years	6 Years

Name	District	Term	Appt. date	End date	Appointing Authority	Position	Status	Category
Dr. Lauren H Williams	District 4	2	1/22/2019	12/11/2022	City Council		Resigned	Scientist
Meredith Darden	District 1	2	12/19/2017	12/11/2021	City Council	Vice-Chair	Active	CVB
Daniel E Mazoch	District 4	2	12/19/2017	12/11/2021	City Council		Active	Engineer
Mr. Harrison A McNeil	District 4	1	1/14/2020	12/11/2021	City Council		Active	
Mukesh Subedee	District 2	3	12/15/2015	12/11/2021	City Council		Active	Environmentalism
Dr. Philippe Tissot	District 2	2	12/19/2017	12/11/2021	City Council		Active	
Dr. Larisa A Ford	District 4	1	1/14/2020	12/11/2022	City Council		Active	
Terry A Palmer	District 4	3	1/31/2017	12/11/2022	City Council	Chair	Active	
Jyoti Patel	District 4	3	4/19/2016	12/11/2022	City Council		Active	Hotel/Condo Owner

WATERSHORE AND BEACH ADVISORY COMMITTEE

Applicants

Name	District	Status	Category
Michael Edghill	District 4	Applied	At-Large
Scott A. Lawson	District 5	Applied	At-Large Engineer

Application for a City Board, Commission, Committee or Corporation**Profile**

Mr. Michael Edghill
Prefix First Name Last Name

[REDACTED]
Email Address

429 Chase Dr.
Street Address

Corpus Christi TX 78412
City State Postal Code

What district do you live in? *

☒ District 4

Current resident of the city?

☒ Yes ☐ No

If yes, how many years?

2

Mobile: (817) 845-6566 Business: (361) 855-5744
Primary Phone Alternate Phone

St. John Paul II High School Principal
Employer Job Title

Work Address - Street Address and Suite Number

3036 Saratoga Blvd.

Work Address - City

Corpus Christi

Work Address - State

TX

Work Address - Zip Code

78415

Work E-mail address

medghill@jpilhighschool.org

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

WATERSHORE AND BEACH ADVISORY COMMITTEE: Submitted

Interests & Experiences**Are you a registered voter?**

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

BA - History, University of North Texas MA - Government, Texas Woman's University

Why are you interested in serving on a City board, commission or committee?

I believe that it will allow me to learn more about my community, our local government, as well as offer my skills of questioning, analysis, and decision making that I regularly use in my job.

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

Demographics**Gender**

☒ Male

Code of Ethics - Rules of Conduct/Conflicts of Interest**Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?**

☐ Yes ☒ No

Do you, your spouse, your business or your spouse's business have a City contract?

☐ Yes ☒ No

Does your employer or your spouse's employer have a City contract?

☐ Yes ☒ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

☐ Yes ☒ No

Are you, your spouse, your business or your spouse's business involved in any pending bid, proposal or negotiation in connection with a contract with the City?

☐ Yes ☒ No

Do you or your spouse have a pending claim, lawsuit or proceeding against the City?

☐ Yes ☒ No

If you answer "Yes" to any of the questions above, please explain or ask to speak with the City's Legal Department. If you answer "NO" to all questions above, please enter N/A.

N/A

Board-specific questions (if applicable)

Question applies to ISLAND STRATEGIC ACTION COMMITTEE

ISAC preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ At Large Representative who is a City Resident

Question applies to WATERSHORE AND BEACH ADVISORY COMMITTEE

The Watershore & Beach Advisory Committee must include members representing certain categories. Do you qualify for any of the following categories? *

☒ None of the above

Mr. Michael Edgill

Verification**City Code Requirement - Residency**

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Application for a City Board, Commission, Committee or Corporation

Profile

Scott

First Name

A

Middle Initial

Lawson

Last Name

Email Address

3913 Priscilla Dr

Street Address

Corpus Christi

City

TX

State

78414

Postal Code

What district do you live in? *☒ District 5**Current resident of the city?**☒ Yes ☐ No**If yes, how many years?**

5

Mobile: (417) 437-9997

Primary Phone

Mobile: (417) 439-1392

Alternate Phone

Work Address - Street Address and Suite Number

3913 Priscilla Dr

Work Address - City

Corpus

Work Address - State

TX

Work Address - Zip Code

78414

Work Phone

4174379997

Work E-mail address

Preferred Mailing Address

☒ Home/Primary Address

Which Boards would you like to apply for?

WATERSHORE AND BEACH ADVISORY COMMITTEE: Submitted

Interests & Experiences

Are you a registered voter?

☒ Yes ☐ No

Do you currently serve on any other City board, commission or committee at this time? If so, please list:

No

Education, Professional and/or Community Activity (Present)

Retired Manufacturing Manager, former United Way county chair, State Manufacturers council president, quality awards foundation auditor using Baldrige Award criteria, Bachelor of Business Administration, Mini-MBA

Why are you interested in serving on a City board, commission or committee?

Apply knowledge and experience to helping city and community

[Upload a Resume](#)

Are you an ex-Officio member of a City Board, commission or committee?

☐ Yes ☒ No

No person shall be appointed by the Mayor or Council Members to serve on more than one board, commission, committee or corporation at the same time. If you currently serve as a voting member for a board, commission, committee or corporation are you willing to resign your current seat to serve on another board, commission, committee or corporation?

☒ Yes ☐ No

Demographics

Gender

☒ Male

Code of Ethics - Rules of Conduct/Conflicts of Interest

Do you represent any person or organization in any claim or lawsuit or proceeding involving the City?

☐ Yes ☐ No

Do you, your spouse, your business or your spouse's business have a City contract?

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Does your employer or your spouse's employer have a City contract?

☐ Yes ☐ No

Are you involved with any activities or employment that would conflict with the official duties on the City boards for which you are applying?

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N/A

Board-specific questions (if applicable)

Question applies to ARTS & CULTURAL COMMISSION

The Arts & Cultural Commission preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ Architecture

Question applies to BUILDING STANDARDS BOARD

The Building Standards Board preferred representatives from certain categories. Do you qualify for any of the following categories? *

☒ Building Materials Dealer

Question applies to BUILDING STANDARDS BOARD

Are you a Homeowner in the City of Corpus Christi?

☒ Yes ☐ No

Question applies to CORPUS CHRISTI COMMUNITY IMPROVEMENT CORPORATION / LOAN REVIEW COMMITTEE

The CCCIC/Loan Review Committee must include representatives from certain categories.

Do you qualify for any of the following categories? *

- ☒ Architect
- ☒ Engineer

Question applies to CORPUS CHRISTI CONVENTION & VISITORS BUREAU

The Convention & Visitors Bureau Board must include representatives from certain categories. Do you qualify for any of the following categories? *

- ☒ None of the above

Question applies to HUMAN RELATIONS COMMISSION

The Human Relations Commission preferred representatives from certain categories. Do you qualify for any of the following categories? *

- ☒ None of the above

Question applies to ISLAND STRATEGIC ACTION COMMITTEE

ISAC preferred representatives from certain categories. Do you qualify for any of the following categories? *

- ☒ At Large Representative who is a City Resident

Question applies to LANDMARK COMMISSION

The Landmark Commission preferred representatives from certain categories. Do you qualify for any of the following categories? *

- ☒ Architect
- ☒ Structural or Civil Engineer
- ☒ At-Large

Question applies to LIBRARY BOARD

The Library Board preferred representatives from certain categories. Do you qualify for any of the following categories? *

- ☒ None of the above

Question applies to WATERSHORE AND BEACH ADVISORY COMMITTEE

The Watershore & Beach Advisory Committee must include members representing certain categories. Do you qualify for any of the following categories? *

☒ Engineer

Question applies to multiple boards

Are you willing to provide an Annual Report of Financial Information as required by the Code of Ethics?

☒ Yes ☐ No

Question applies to CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT CORPORATION,CORPUS CHRISTI B CORPORATION,PLANNING COMMISSION

Are you a registered voter?

☒ Yes ☐ No

Question applies to FLOOD HAZARD MITIGATION INFORMATION COMMITTEE

The Flood Hazard Mitigation Information Committee must include a representative from certain categories. Do you qualify for any of the following? *

☒ None of the above

Question applies to REINVESTMENT ZONE NO. 4 (NORTH BEACH) BOARD

Are you 18 year or older?

☐ Yes ☒ No

Question applies to REINVESTMENT ZONE NO. 4 (NORTH BEACH) BOARD

The Reinvestment Zone No. 4 must include a Community Member who must be a resident within the TIRZ No. 4 (North Beach) Zone and own or lease property within the Reinvestment Zone No.4 (North beach). Do you qualify?

☐ Yes ☒ No

Question applies to SENIOR CORPS ADVISORY COMMITTEE

The Senior Corps Advisory Committee must include members representing certain categories. Do you qualify for any of the following categories? *

☒ At Large

Question applies to CONSTRUCTION TRADE ADVISORY & APPEALS BOARD

The Construction Trade Advisory & Appeals Board must include representatives from certain categories. Do you qualify for any of the following categories? *

☒ Engineer or Architect

Verification

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Knapheide Truck <i>General Manager</i> <ul style="list-style-type: none">Responsible for P&L, policy, personnel, budget, customer relations, Sales and ProductionDirected all functional departments, truck pool and inventory, ISO 9001:2008 certified	Kansas City, MO	2012-2013
Newell Coach <i>Vice President/Manufacturing</i> <ul style="list-style-type: none">Led manufacture of custom motor coaches with 208 employees in 15 departmentsNegotiated several Collective Bargaining AgreementsDirected Safety, Quality, Production, Scheduling, Procurement, Service and MaintenanceManaged 16 acre facility, 130,000 square feet under roof seven-figure materials inventory, eight-figure work in process and eight-figure finished goods inventory	Miami, OK	2002-2012
Newell Coach <i>Plant Manager</i> <ul style="list-style-type: none">Implemented lean manufacturing, oversaw Six Sigma Black Belt projectsBuilt effective team through hiring and coaching		1996-2002
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Previous Experience

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Highlights

- Exemplary integrity
- Mentor to middle managers, resulting in much higher performance
- Oversaw multiple locations, shifts and departments simultaneously
- Implement/foster lean manufacturing using 5S, Six Sigma and SPC methodology
- Chairman of the Board of Directors of the esteemed Oklahoma Manufacturing Alliance
- President of Grand Lake Manufacturers' Council
- Team Leader for the Oklahoma Quality Award Foundation
- Influence many companies through lean, ISO, Baldrige Award criteria and Six Sigma
- OSHA 10 Certification

Skills

- Lean Manufacturing, team building and employee empowerment
- Human Resources leadership and staff development
- Customer/vendor relationships and partnerships
- Contract negotiations (union, vendor, supplier and customer)

Core Accomplishments

- State record for longest running SHARP safety award
- Doubled revenue, increased capacity, reduced costs through lean transformation
- Increased annual profits by 150% through continuous improvement processes
- Reduced employee turnover to under 5% per year
- Improved safety from 16 accidents at \$500,000 per year to 4 accidents at \$50,000
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- Improved workplace morale through various employee involvement initiatives
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- Decreased production line work station count, saving considerable WIP and space
- Created kanban systems and 2-tiered racking to improve inventory management

Education

Pitt State University <i>Bachelor of Business Administration, with honors</i>	Pittsburg, KS	1994
<ul style="list-style-type: none">▪ Summa Cum Laude (4.0 GPA)▪ Member, Delta Mu Delta and Phi Kappa Phi		
The University of Tulsa <i>Mini MBA,</i>	Tulsa, OK	2000
<ul style="list-style-type: none">▪ College of Business Administration▪ Center for Excellence and Professional Development		
Texas A&M <i>Six Sigma Black Belt</i>	Corpus Christi, TX	2016



City of Corpus Christi

1201 Leopard Street
Corpus Christi, TX 78401
cctexas.com

Meeting Minutes

City Council Workshop Session

Thursday, August 12, 2021

9:00 AM

City Council Chambers

FY 2022 Budget Workshop for Streets, Stormwater (including Proposed Stormwater Fee), Water and Wastewater Utilities, Capital Budget and Gas Department

Public Notice - - ITEMS ON THIS AGENDA ARE FOR COUNCIL'S INFORMATIONAL PURPOSES ONLY. NO ACTION WILL BE TAKEN AND NO PUBLIC COMMENT WILL BE SOLICITED.

A. Mayor Paulette M. Guajardo to call the meeting to order.

Mayor Guajardo called the meeting to order at 9:13 a.m.

B. City Secretary Rebecca L. Huerta to call the roll of the required Charter Officers.

City Secretary Rebecca L. Huerta called the roll and verified that a quorum of the City Council and the required Charter Officers were present to conduct the meeting.

Charter Officers: City Manager Peter Zanoni, City Attorney Miles Risley and City Secretary Rebecca L. Huerta.

Note: Council Member Hunter participated by video conference.

Present 8 - Mayor Paulette M. Guajardo, Council Member Roland Barrera, Council Member Gil Hernandez, Council Member Michael Hunter, Council Member John Martinez, Council Member Ben Molina, Council Member Mike Pusley, and Council Member Greg Smith

Absent 1 - Council Member Billy A. Lerma

C. BRIEFINGS TO CITY COUNCIL:

1. [21-1002](#) FY 2022 Budget Workshop for Streets, Stormwater (including Proposed Stormwater Fee), Water and Wastewater Utilities, Capital Budget and Gas Department

Mayor Guajardo referred to Item 1.

Director of Public Works and Street Operations Richard Martinez presented information on the following Public Works topics: mission statement, organization chart, and information about Public works Department; FY2021 achievements; street maintenance three year historical funding levels; FY2022 proposed revenue budget for street maintenance and reconstruction; 11 proposed enhancements: 1. pavement rehabilitation

crew, 2. vision zero program enhancement, 3. LED internally illuminated street name signs, 4. safe routes to schools program, 5. special event traffic control, 6. pavement evaluation contracts, 7. CDL pilot training program, 8. safety grant match, 9. traffic signal battery backup system installation program, 10. fiber optic communication to traffic management center and 11. improvement along Northwest Blvd.

Council Members, Director Martinez and City Manager Peter Zanoni discussed the following topics: 18 miles of residential streets will be reconstructed with the \$18 million that is budgeted; 40 percent of residential streets need to be reconstructed; if the obligation towards reconstruction to arterial and collectors could be reduced residential street fund could be increased; how fees are determined for the Industrial district; former Council Member David Lobe gave a brief overview of what the previous council negotiated with the Industrial Districts; working with AEP in adding new street lights; whether to finance the new street lights with AEP or owning the lights in-house; sidewalks needing to be a part of the planning and design for new schools and neighborhoods; incorporating more hike and bike trails; include a commitment requirement to the city for the Commercial Driver License (CDL) program; and whether traffic lights can be sequenced.

Director of Public Works and Street Operations Richard Martinez presented information on the following Storm Water Operations topics: mission statement, organization chart, and information about Storm Water; FY2021 Achievements; FY 2022 proposed budget; 6 proposed enhancements: channel maintenance crew; in-house street sweeping transition; CDL pilot program; public education and outreach; storm water account reconciliation team; and storm water crew quarters modular complex.

Council Members, Director Martinez and City Manager Peter Zanoni discussed the following topics: acquiring two new street sweepers and arterials to be done in-house; and educating the public on the storm water program.

Director of Public Works and Street Operations Richard Martinez presented information on the following Storm Water Utility Fee Process topics: statewide storm water implementation; objectives of a standalone storm water fee; Current Fee Structure: current customer impact; existing rate fee structure; parcel without water meters; Proposed Rate Structure: parcel types, tiered residential options, storm water 5-year program, storm water improvements; Customer Impacts: impact of impervious areas examples (single family resident), utility assistance program, impact of impervious area examples (non-single family residential); Benchmarking and community input.

Council Members, Director Martinez and City Manager Peter Zanoni discussed the following topics: whether there is funding for private and public retention ponds; having maintenance requirements for private retention ponds; assisting property owners to calculate their new water rate; non-residential rate moved back to the equivalent residential unit (ERU); refineries are not in the city limits and will not pay a storm water fee; separate non-residential rate from industry rate; rates for multiple properties use a

master meter; how the available funds from previous years will be used and increasing the amount of residential streets that need to be repaired.

Chief Operating Officer of Water Utilities Michael Murphy presented information on the following Water and Wastewater Utilities: mission statement, about water and wastewater utilities, organization chart, FY2021 Achievements, Performance Measures, FY2022 Services, FY2022 water/wastewater proposed operating budget, FY2022 enhancements, FY2022 water CIP, Water Towers, other funds, wastewater treatment plants, consent decree, FY2022 proposed water/wastewater rates, and the Impact on FY2022 utility bill.

Council Members, Chief Operating Officer Murphy, Director of Water Utilities Kevin Norton, Strategic Communication Manager Amber Oetting, Assistant Director of Support Services Reba George, Assistant Director of Maintenance of Lines Wesley Nebgen, Assistant Director of Water Quality & Treatment Gabriel Ramirez and Assistant Director of WasteWater Daniel Deng discussed the following topics: Mary Rhodes Pipelines being able to run at full capacity; whether any of the \$9.6 million will be included in the 2022 budget for the Mary Rhodes Pipeline; funding concerns regarding the permits for desalination; whether the Maximo System can automatically populate work orders for preventative maintenance; all lift stations that are scheduled to be rebuilt should be listed separately on the budget; when the debt service will be paid off; whether residential customers can add a separate water meter for irrigation and pools; and San Patricio Industries will pay a drought fee.

City Manager Peter Zanoni recommended postponing the CIP Engineering Services and Gas Department budget presentation until Tuesday, August 17, 2021 at 10:00 a.m. due to the time constraints.

D. ADJOURNMENT

There being no further business, Mayor Guajardo adjourned the meeting at 12:27 p.m.



Meeting Minutes

City Council Workshop Session

Thursday, August 19, 2021

9:00 AM

City Council Chambers

FY 2022 Budget Workshop for Development Services, Parks & Recreation, Libraries, Health District, Neighborhood Services, and Asset Management Departments

A. Mayor Paulette M. Guajardo to call the meeting to order.

Mayor Guajardo called the meeting to order at 9:11 a.m.

B. City Secretary Rebecca L. Huerta to call the roll of the required Charter Officers.

City Secretary Rebecca L. Huerta called the roll and verified that a quorum of the City Council and the required Charter Officers were present to conduct the meeting.

Charter Officers: City Manager Peter Zanoni, City Attorney Miles Risley and City Secretary Rebecca L. Huerta.

Note: Council Member Michael Hunter participated by telephone conference.

Present 9 - Mayor Paulette M. Guajardo, Council Member Roland Barrera, Council Member Gil Hernandez, Council Member Michael Hunter, Council Member Billy A. Lerma, Council Member John Martinez, Council Member Ben Molina, Council Member Mike Pusley, and Council Member Greg Smith

C. BRIEFINGS TO CITY COUNCIL:

1. [21-1003](#) FY 2022 Budget Workshop for Development Services, Parks & Recreation, Libraries, Health District, Neighborhood Services, and Asset Management Departments

Mayor Guajardo referred to Item 1.

Director of Public Health Annette Rodriguez presented information on the following topics: organization; FY2021 achievements; performance measures; public health services; FY2022 health district proposed budget: \$31.8M; FY2022 proposed budget city general fund: \$3.6M; FY2022 proposed capital budget; and FY2022 enhancement 1.

Council Members, Director Rodriguez, Director of Management and Budget Eddie Houlihan and City Manager Peter Zanoni discussed the following topics: a non-profit sailing program would offer sailing classes on the Bay; overtime expenses were not budgeted; statistics show that the 78415 zip code has the highest number of COVID cases and deaths; the health department is working on establishing vaccination clinics at

churches; Council Members would like to see the grant funds applied towards other physical activities and promote healthy living, not just sailing; the importance of promoting and marketing healthy living on social media; and most grant amounts are received annually.

Director of Development Services Al Raymond presented information on the following topics: mission statement; about development services; organization; FY2021 achievements; performance measures; services; FY2022 development services department proposed budget: \$13.1M; FY2022 proposed budget development services fund: \$13.1M; FY2022 enhancement 1; FY2022 enhancement 2; FY2022 enhancement 3; FY2022 enhancement 4; FY2022 enhancement 5; FY2022 enhancement 6; FY2022 enhancement 7; FY2022 enhancement 8; FY2022 enhancement 9; proposed revenue; increase to existing fees; new revenue-proposed fees; engineering services inspections; building scenarios-new residential; land development scenarios-zoning; land development scenarios; and developer agreement scenarios.

Council Members, Director Raymond, City Manager Peter Zanoni, Assistant Director of Development Services Nina Nixon Mendez, City Attorney Miles Risley and Assistant Director of Engineering Services Brett Van Hazel discussed the following topics: when new subdivisions are built the City does not charge the developer to go out and do inspections or the planning review; the first floor of Development Services is 11,000 square feet; a Council Member's concern of the 20% fee increase for storm water; the City is giving a \$1 million discount to CCISD; the building permit includes the inspection fees; commercial projects are evaluation based while residential projects are square footage based; a Council Member wants to ensure that there is equal recovery for services for both commercial and residential; CCISD gets a discount because they have to use the City for inspections; if a school outside the city limits does not follow the City's ordinances they won't receive a Certificate of Occupancy; the Frost Bank building will be paid by Development Services fund balance that will include a new parking lot; and the engineering team inspects anything that will be turned over to the City as infrastructure.

Interim Director of Parks and Recreation Dante Gonzalez presented information on the following topics: about Parks and Recreation; organization; FY2021 achievements; performance measures; services; FY2022 parks and recreation proposed budget: \$38.4M; FY2022 proposed budget general fund: \$24.1M; FY2022 proposed budget special revenue funds: \$8.0M; FY2022 proposed budget enterprise funds: \$4.9M; FY2022 proposed budget grant funds: \$1.4M; and FY2022 enhancements.

Council Members, Interim Director Gonzalez, Community Relations & Engagement Superintendent Lisa Oliver and Assistant City Manager Neiman Young discussed the following topics: the swim lessons will be \$50 per session per child; a master plan is in the budget for Labonte Park which will include an RV park, and new amenities will be installed; a Council Member's concern about addressing the flood issue at Labonte Park before adding any new amenities; a Council Member's concern that spending \$1 million dollars on two dog parks is an exorbitant amount of money; the proposed dog parks are

modeled after Bill Witt Park, and most of the expenses cover the cost of amenities for dog owners (e.g. restrooms); there has been a popular request from the community for additional dog parks; the tentative date to bring community enrichment funds to Council is August 31st; and there is a plan to replace more playgrounds in this budget.

D. ADJOURNMENT

There being no further business, Mayor Guajardo adjourned the meeting at 12:11 p.m.



City of Corpus Christi

1201 Leopard Street
Corpus Christi, TX 78401
cctexas.com

Meeting Minutes

City Council

Tuesday, August 24, 2021

11:30 AM

Council Chambers

Addendums may be added on Friday.

A. Mayor Paulette M. Guajardo to call the meeting to order.

Mayor Guajardo called the meeting to order at 11:46 a.m.

B. Invocation to be given by Senior Pastor Pamela Dykehouse, First United Methodist Church.

Senior Pastor Pamela Dykehouse, First United Methodist Church, gave the invocation.

C. Pledge of Allegiance to the Flag of the United States and to the Texas Flag to be led by Andrea Reyes, Mayor's Office Intern.

Andrea Reyes, Mayor's Office Intern, led the Pledge of Allegiance to the Flag of the United States and to the Texas Flag.

D. City Secretary Rebecca L. Huerta to call the roll of the required Charter Officers.

City Secretary Rebecca L. Huerta called the roll and verified that a quorum of the City Council and the required Charter Officers were present to conduct the meeting.

Charter Officers: City Manager Peter Zanoni, City Attorney Miles K. Risley and City Secretary Rebecca L. Huerta.

Note: Council Member Hunter participated by telephone conference.

Present: 8 - Mayor Paulette M. Guajardo, Council Member Roland Barrera, Council Member Gil Hernandez, Council Member Michael Hunter, Council Member Billy A. Lerma, Council Member Ben Molina, Council Member Mike Pusley, and Council Member Greg Smith

Absent: 1 - Council Member John Martinez

E. Proclamations / Commendations

1. [21-1082](#) Proclamation declaring August 26, 2021 as "Women's Equality Day".
Commendation recognizing Fish for Life a nonprofit organization.
Swearing-In Ceremony for Newly Appointed Board, Commission, Committee and Corporation Members.

The Proclamation, Commendation and Swearing-In Ceremony were presented.

F. PUBLIC COMMENT:

Mayor Guajardo opened the public comment period.

The following citizens called in:

Paul Choules, 332 Pebble Beach Dr., Portland, TX, spoke in support of the desalination plant funding in the proposed budget.

Julie Rogers, 710 Furman Ave., spoke in support of libraries and requested that citizens vote on the desalination plant.

Guillermo Gallegos, 7621 Cedar Brook Dr., spoke in support of reinstating phone-in public comment and in opposition to the desalination plant funding in the proposed budget.

The following citizens spoke in opposition to the desalination plant funding in the proposed budget: Love Sanchez, 6130 Wooldridge Rd., Eduardo Canales, 7021 Bevington Dr., Sylvia Campos, 4410 Fir St., Melissa Zamora, 3917 Brawner Parkway, and Jim Klein, 3501 Monterrey St.

Shawn Ybarra, 1938 Ennis Joslin Rd., spoke regarding implementing trees into the city's infrastructure.

Susie Saldana, 4710 Hakel Dr., stated that City leadership is not taking care of the children.

Michael Kennedy, 202 Reef Ave. and Barbara Welder, 202 Reef Ave., spoke in support of development on North Beach.

Ricardo Elizondo, 723 5th St., spoke in support of the parking permit ordinance that passed at Council and the lack of code enforcement on his street.

Josh Richline, 1806 3rd St., spoke in support of the sailing program that was discussed in the budget workshop.

G. CITY MANAGER'S COMMENTS / UPDATE ON CITY OPERATIONS:

Mayor Guajardo referred to City Manager's comments.

a. COVID-19 Update

Director of Public Health Annette Rodriguez presented an update on COVID-19: Nueces County COVID-19 cases; COVID-19 weekly cases; new COVID cases for August; hospitalization/ICU August 2021; vaccine breakthrough cases in Nueces County; new CDC booster information; and FDA gives Pfizer-BioNTech full approval.

Council Members, Director Rodriguez and City Manager Peter Zanoni discussed the following topics: in response to a Council Member's question regarding the percentage of Delta Variant cases, Director Rodriguez stated that over 93% of COVID positive cases are due to the Delta Variant; beginning in September healthy citizens can receive a booster shot vaccine 8 months after receiving their second vaccination; the Health Department highly encourages everyone to get fully vaccinated; a Council Member's request for the total number of deaths in Nueces County since January 2021; and the City has an \$18 million grant to add temporary personnel to administer more vaccinations.

b. Community Budget Input Sessions Wrap Up

City Manager Peter Zanoni reported that the Community Budget Input Sessions were held virtually from August 9th to August 18th, with over 330 residents attending.

c. Connections to Assistance Event by Neiman Young, Assistant City Manager

Assistant City Manager Neiman Young presented information on the following topics: Connections to Assistance Event to be held in Flour Bluff on August 28th from 9:00 a.m. to 12:00 p.m.; divisions and partner agencies; and location-Ethel Eyerly Senior Center (654 Graham Rd.)

A Council Member spoke in support of the program, saying the first event had a good turnout for animal care services.

d. Seawater Desalination Update by Mike Murphy, Chief Operating Officer

Chief Operating Officer Mike Murphy presented information on the following topics: Seven Seas and the Port of Corpus Christi Authority and Harbor Island; another workshop or briefing with Council Members will be held in the future; and a public meeting will be held in September or October.

H. BOARD & COMMITTEE APPOINTMENTS: None

I. EXPLANATION OF COUNCIL ACTION:

J. CONSENT AGENDA: (ITEMS 2 - 11)

Approval of the Consent Agenda

Mayor Guajardo referred to the Consent Agenda. Council Members requested that Item 8 be pulled for individual consideration.

A motion was made by Council Member Pusley, seconded by Council Member Lerma to approve Consent Agenda Items 2 and 4-11, with the exception of Item 8. The motion carried by the following vote:

Aye: 8 - Mayor Guajardo, Council Member Barrera, Council Member Hernandez, Council Member Hunter, Council Member Lerma, Council Member Molina, Council Member Pusley and Council Member Smith

Absent: 1 - Council Member Martinez

Abstained: 0

2. [21-1083](#) Approval of the August 5, 2021 Budget Workshop, August 16, 2021 Emergency Meeting, and August 17, 2021 Regular Meeting Minutes.

The Minutes were approved on the consent agenda.

Consent - Second Reading Ordinances

4. [21-0861](#) Zoning Case No. 0621-04, Date Tree Holdings, LLC. (District 1). Ordinance rezoning a property located at or near 4606 Gulfbreeze Boulevard from the "RM-AT" Multifamily AT District to the "RM-AT/PUD" Multifamily AT District with a Planned Unit Development. (Planning Commission and Staff recommend Approval)

This Ordinance was passed on second reading on the consent agenda.

Enactment No: 032526

5. [21-0862](#) Zoning 0621-05, MVR Construction Company: (District 3) Ordinance rezoning property at or near 6002 Greenwood Drive from the "RS-6" Single-Family 6 District to the "RS-4.5" Single-Family 4.5 District. (Planning Commission and Staff recommend Approval)

This Ordinance was passed on second reading on the consent agenda.

Enactment No: 032527

6. [21-1005](#) Ordinance appropriating Airport Grant No. 65 for \$4,103,307 from the Federal Aviation Administration pursuant to the American Rescue Plan Act (ARPA) to mitigate the fiscal effects stemming from the public health emergency caused by the COVID-19 pandemic for costs related to operations, personnel, combating the spread of the COVID-19 virus at the airport, debt service payments, and other authorized ARPA uses at the Corpus Christi International Airport; and amending the FY 2020-2021 budget.

This Ordinance was passed on second reading on the consent agenda.

Enactment No: 032528

Consent - Contracts and Procurement

7. [21-1008](#) Motion authorizing a one-year professional service agreement with Dailey & Wells Communications, Inc., of San Antonio, Texas for Phase I P25 upgrade to the Public Safety Harris Radio System in an amount not to exceed \$1,500,000

where the City of Corpus Christi will pay \$1,125,000 based on 75% ownership, Nueces County will pay \$285,000 based on 19% ownership, and the Regional Transportation Authority (RTA) will pay \$90,000 based on 6% ownership per the Interlocal Cooperation Agreement for the Radio System P25 upgrade.

This Motion was passed on the consent agenda.

Enactment No: M2021-168

8. [21-0580](#) Motion authorizing a five-year service agreement with SWCA, Incorporated, dba SWCA Environmental Consultants, of San Antonio, Texas to provide permitting services, such as reporting, training, and compliance for the Texas Commission on Environmental Quality in an amount not to exceed \$104,879.00, with FY 2021 funding in an amount not to exceed \$6,992.00, available through the Water Fund.

Mayor Guajardo referred to Item 8.

Assistant Director of Public Works Gabriel Hinojosa stated that the City has storm water permits at several city facilities. Each permit is for five years and they are set to expire soon. The consultant will renew the permits for another five years, and will also maintain the permits over the five-year term.

Council Member Hernandez made a motion to approve the motion, seconded by Council Member Barrera. This Motion was passed and approved with the following vote:

Aye: 8 - Mayor Guajardo, Council Member Barrera, Council Member Hernandez, Council Member Hunter, Council Member Lerma, Council Member Molina, Council Member Pusley and Council Member Smith

Absent: 1 - Council Member Martinez

Abstained: 0

Enactment No: M2021-169

9. [21-0890](#) Motion authorizing a two-year service agreement with Unique Employment I, LTD., of Corpus Christi, Texas, in an amount not to exceed \$1,000,000.00 for temporary staffing for health clinic services related to COVID-19 for the Corpus Christi - Nueces County Public Health District with FY 2021 funding in the amount of \$83,333.00 available through the 1066 - Health Grants Fund.

This Motion was passed on the consent agenda.

Enactment No: M2021-170

General Consent Items

10. [21-1028](#) Resolution authorizing outside city limits water contract for agricultural use with Rito M. Cristan Jr. & Beberlyn J. Carranza Cristan to provide public water to their property located outside the city limits at 1661 FM 665, located nearest City Council District 3, under Corpus Christi Code Section 55-113.

This Resolution was passed on the consent agenda.

Enactment No: 032529

11. [21-1080](#) Resolution to support submission of proposal under Section 7001 of the Water Resources Reform and Development Act of 2014 (WRDA 2014)" to US Army Corps of Engineers (USACE) to modify the North Padre Island Storm Damage Reduction and Ecosystem Restoration project (Packery Channel) to remove Flood Risk Management as an authorized project purpose.

This Resolution was passed on the consent agenda.

Enactment No: 032530

K. RECESS FOR LUNCH

Mayor Guajardo recessed the Council meeting for lunch at 1:48 p.m. Executive Session Item 14 was held during the lunch recess. Mayor Guajardo reconvened the meeting at 2:33 p.m.

L. PUBLIC HEARINGS: None

M. INDIVIDUAL CONSIDERATION ITEMS: None

N. FIRST READING ORDINANCES: (ITEMS 12 - 13)

12. [21-0851](#) Ordinance authorizing execution of the Community Youth Development Program contract with the Texas Department of Family and Protective Services from September 1, 2021 to August 31, 2026 in the amount of \$2,406,250.00, and appropriation of the funds in the No. 1060 Grants Fund for the Community Youth Development Program; and authorizing subcontracts with Boys & Girls Club of the Coastal Bend, Inc., in the approximate annual amount of \$36,453.63, Communities in Schools of the Coastal Bend in the approximate annual amount of \$185,353.18, and the YWCA Corpus Christi in the approximate annual amount of \$37,941.10.

Mayor Guajardo referred to Item 12.

Council Members and Interim Director of Parks and Recreation Dante Gonzalez discussed the following topics: this grant is awarded regularly because of the consistent high numbers of juveniles in the 78415 zip code; what type of metrics does the City maintain to determine the success of the program; and the City publishes the grant using a Request for Proposal process that gets published in the newspaper for a total of 30 days.

Council Member Hernandez made a motion to approve the ordinance, seconded by Council Member Lerma. This Ordinance was passed on first reading and approved with the following vote:

Aye: 7 - Mayor Guajardo, Council Member Barrera, Council Member Hernandez, Council Member Hunter, Council Member Lerma, Council Member Pusley and Council Member Smith

Absent: 1 - Council Member Martinez

Abstained: 1 - Council Member Molina

13. [21-1073](#) Ordinance adding Section 13-27 to Corpus Christi Code to authorize emergency demolition of dangerous building due to sudden acts; and providing penalty.

Mayor Guajardo referred to Item 13.

Interim Director of Neighborhood Services Tracey Cantu presented information on the following topics: ordinance adds Section 13-27 to Corpus Christi code authoring emergency demolition of dangerous buildings due to sudden acts; when; emergency demolition of dangerous building due sudden acts; what is it; why do we need it; examples of sudden acts; summary; process; notice; demolition; appeal and recommendation.

Council Members, Interim Director Cantu, City Manager Peter Zaroni and City Attorney Miles Risley discussed the following topics: this ordinance protects the environment and uses best practices; Council Members spoke in support allowing three business day to file an appeal rather than 72 hours; and Code Enforcement will attempt three ways to give proper notice before the building is demolished; and a Council Member asked that the ordinance include language waiving the requirements post-hurricane.

Council Member Hernandez made a motion to amend the ordinance to convert hours to business days, seconded by Council Member Lerma and passed unanimously.

Council Member Hernandez made a motion to approve the ordinance as amended, seconded by Council Member Lerma. This Ordinance was passed on first reading as amended and approved with the following vote:

Aye: 8 - Mayor Guajardo, Council Member Barrera, Council Member Hernandez, Council Member Hunter, Council Member Lerma, Council Member Molina, Council Member Pusley and Council Member Smith

Absent: 1 - Council Member Martinez

Abstained: 0

O. BRIEFINGS: None

P. EXECUTIVE SESSION: (ITEM 14)

Mayor Guajardo referred to Executive Session Item 14. The Council went into Executive Session at 1:48 p.m. The Council returned from Executive Session at 2:33 p.m.

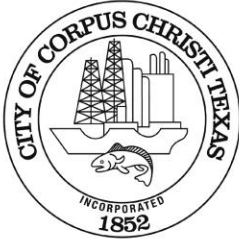
14. [21-1071](#) Executive Session pursuant to Texas Government Code § 551.071 and

Texas Disciplinary Rules of Professional Conduct Rule 1.05 to consult with attorneys concerning legal issues related to the purchase, exchange, lease, and/or value of property at or adjacent to the Puerto Del Sol RV Park at Rincon Point, and **Texas Government Code § 551.072** to discuss and deliberate the potential purchase, exchange, and/or value of the aforementioned areas of said real property.

This E-Session Item was discussed in executive session.

Q. ADJOURNMENT

There being no further business, Mayor Guajardo adjourned the meeting at 3:23 p.m.



AGENDA MEMORANDUM

Action Item for the City Council Meeting August 17, 2021

DATE: August 17, 2021
TO: Peter Zaroni, City Manager
FROM: Robert Rocha, Fire Chief
rrocha@cctexas.com
(361) 826-3938

Acceptance of Funds from the Firehouse Subs Public Safety Foundation

CAPTION:

Ordinance authorizing the acceptance of \$32,965.90 from the Firehouse Subs Public Safety Foundation for a 12-Lead cardiac monitor to support the Corpus Christi Fire Department; and appropriating \$32,965.90 into the Fire Grants Fund.

SUMMARY:

This ordinance authorizes the acceptance and appropriation of an allocation of \$32,965.90 from the Firehouse Subs Public Safety Foundation. The grant funds will be used to purchase one Zoll cardiac monitor to support the Corpus Christi Fire Department's mission to provide high-quality medical services to the community.

BACKGROUND AND FINDINGS:

The Corpus Christi Fire Department (CCFD) was awarded a grant in the amount of \$32,965.90 from the Firehouse Subs Public Safety Foundation. The Foundation was founded in 2005 in the aftermath of Hurricane Katrina. The Foundation funds areas such as lifesaving equipment, prevention education, scholarships and continued education, and disaster relief with its grant program. This is the first year the CCFD has received this grant from Firehouse Subs Public Safety Foundation.

The grant funds will be used to purchase one 12-Lead cardiac monitor that will be used on the AMBUS that CCFD recently acquired. CCFD currently has two monitors for the AMBUS and 14 for frontline ambulances. The total number of monitors CCFD will have if the grant award is accepted will be 17.

The cardiac monitors are used to conduct 12-lead electrocardiograms (ECG), defibrillate, transmit readings to hospitals, and monitor other vital signs such as heart rate, pulse oximetry, and end tidal carbon dioxide. The monitors are much-needed pieces of lifesaving equipment. The monitors also will be used to assist in the training of CCFD paramedics.

ALTERNATIVES:

The alternative to accepting this grant is to decline and seek funding from other programs that support cardiac monitors or to utilize the General Fund for this need; however, this will limit emergency response capabilities while searching for alternate funding sources.

FINANCIAL IMPACT:

Acceptance of funds in the amount of \$32,965.90 and appropriating \$32,965.90 to the Fire Grants Fund.

FUNDING DETAIL:

Fund: 1062 Fire Grants
Organization/Activity: 840024L Firehouse Subs – Public Safety
Mission Element: 888
Project # **(CIP Only)**: N/A
Account: 520090 Minor Tools & Equipment
Amount: \$32,965.90

RECOMMENDATION:

Staff recommends City Council authorize the ordinance to accept and appropriate the grant funds in the amount of \$32,965.90, as presented.

LIST OF SUPPORTING DOCUMENTS:

Ordinance

Ordinance authorizing acceptance of \$32,965.90 from the Firehouse Subs Public Safety Foundation; and appropriating \$32,965.90 into Fire Grants Fund.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. The City Manager or designee is authorized to accept a grant from the Firehouse Subs Public Safety Foundation in the amount of \$ 32,965 for the benefit of the medical equipment to support the Corpus Christi Fire Department.

SECTION 2. That \$32,965.90 is appropriated in the No. 1062 Fire Grant Fund to purchase equipment.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo _____	John Martinez _____
Roland Barrera _____	Ben Molina _____
Gil Hernandez _____	Mike Pusley _____
Michael Hunter _____	Greg Smith _____
Billy Lerma _____	

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2021, by the following vote:

Paulette M. Guajardo _____	John Martinez _____
Roland Barrera _____	Ben Molina _____
Gil Hernandez _____	Mike Pusley _____
Michael Hunter _____	Greg Smith _____
Billy Lerma _____	

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor

----- Forwarded message -----

From: **Firehouse Subs Public Safety Foundation** <foundation@firehousesubs.com>

Date: Wed, Jul 7, 2021 at 9:39 AM

Subject: APPROVED: Firehouse Subs Public Safety Foundation Grant

To: <doug@mccctexas.com>, <RichieQ@mccctexas.com>

Cc: David Barganski <david.barganski@firehousesubs.com>, Bill Krassner <bkrassner@firehousesubs.com>, Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>, Sheri Kohler <skohler@firehousesubs.com>, Ty Lowry <ty.lowry@firehousesubs.com>

Dear Asst. Chief Matthijetz & Deputy Chief Quintero,

We are pleased to announce that the Firehouse Subs Public Safety Foundation Board of Directors has awarded the **City of Corpus Christi, TX, on behalf of Corpus Christi Fire Department in Corpus Christi, TX** the requested **Zoll X Series Manual Monitor/Defibrillator & Accessories** valued at up to **\$32,965.90**. If your grant award must be approved by your city council, please add this item to the agenda immediately, and contact us with the meeting date.

PROCUREMENT:

The procurement process for your grant award will be determined by our Foundation, and we will contact you no later than Tuesday, August 31, 2021 to initiate the process. Do not make any advanced purchases, as failure to adhere to our chosen method will jeopardize your grant award.

If you have any fulfillment questions, please email Procurementfoundation@firehousesubs.com.

PUBLIC RELATIONS (PR) NOTES

- PR announcements from your organization regarding the grant award are optional. If you choose to share the good news, please use the attached press release template and/or social media post template and send it back to Foundation@firehousesubs.com and FHSPSF@coynepr.com for review and approval (allowing for 72 hours turnaround time). *Please do not pitch or post before receiving approval from the Foundation team.*

Use of the Firehouse Subs Public Safety Foundation logo:

- We ask that your organization acknowledges the grant by displaying our Foundation logo on granted items/equipment whenever possible. Our Foundation logo is attached for your convenience. Please note that the final artwork will need to be approved by our Foundation via Foundation@firehousesubs.com before being displayed.

Did you know?

More than 70% of the funds raised for the Firehouse Subs Public Safety Foundation come from the generosity of Firehouse Subs guests and the restaurant brand? Please consider supporting a Firehouse Subs restaurant near you.

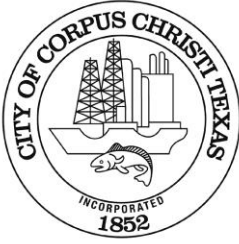
We are very excited to assist your organization and ultimately improve the lifesaving capabilities of your community.

Firehouse Subs Public Safety Foundation

foundation@firehousesubs.com

FirehouseSubsFoundation.org

[Twitter](#) [Facebook](#)



AGENDA MEMORANDUM

First Reading for the City Council Meeting of August 24, 2021
Second Reading for the City Council Meeting of August 31, 2021

DATE: August 10, 2021

TO: Peter Zanoni, City Manager

FROM: Dante Gonzalez, Interim Director of Parks and Recreation
DanteG@cctexas.com
(361) 826-5728

Josh Chronley, Assistant Director of Contracts and Procurement
JoshC2@cctexas.com
(361) 826-3169

<p align="center">Community Youth Development Program Contract and Appropriation of Funds for FY21-26</p>
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CAPTION:

Ordinance authorizing execution of the Community Youth Development Program contract with the Texas Department of Family and Protective Services from September 1, 2021 to August 31, 2026 in the amount of \$2,406,250.00, and appropriation of the funds in the No. 1060 Grants Fund for the Community Youth Development Program; and authorizing subcontracts with Boys and Girls Club of the Coastal Bend, Inc. in the approximate annual amount of \$36,453.63, Communities in Schools of the Coastal Bend in the approximate annual amount of \$185,353.18, and the YWCA Corpus Christi in the approximate annual amount of \$37,941.10.

SUMMARY:

The Texas Department of Family and Protective Services awarded the City of Corpus Christi, Community Youth Development Program (CYD) \$385,000 for the term of September 1, 2021, to August 31, 2022. The remaining funding of \$2,021,250.00 will be awarded in the amount of \$505,312.50 annually, from September 1, 2022 – August 31, 2026. Out of the awarded amount of \$385,000 for September 1, 2021, to August 31, 2022, a total of \$259,747.91 will be designated for subcontracts with the remaining \$125,251.61 being budgeted for the Community Youth Development Program to include salaries, travel, supplies, assets, and other expenses.

BACKGROUND AND FINDINGS:

The Texas Department of Family and Protective Services (DFPS) is the funding source for the Community Youth Development Program (CYD). The CYD program was established in 1995 by the 74th Legislature for the purpose of reducing juvenile crime in areas of Texas with a high

incidence count. The methodology involved selecting ZIP codes with the highest number of juvenile probation referrals within Texas counties. ZIP code 78415 was identified as such an area and was selected for the CYD program. The CYD program provides funding for prevention services that are directly linked to juvenile delinquency prevention through subcontractors. In FY21, the City of Corpus Christi's Purchasing Department released a Request for Proposal (RFP 3529) for providers to service the youth of the 78415 ZIP code area with youth services including, but not limited to, a Youth Advisory Committee, youth leadership development, life skills development, conflict resolution, mentoring, and various other services. A review committee was formed, and proposals were reviewed. Three service providers were recommended to be awarded funding. Based on those recommendations, and as included in the budget approved by DFPS in this contract award No. HHS0008417, we recommend awarding contracts to subcontractors Boys and Girls Club of the Coastal Bend, Inc., Communities in School of the Coastal Bend, and YWCA Corpus Christi.

PROCUREMENT DETAIL:

Contracts and Procurement conducted a competitive Request for Proposal (RFP 3529) process to obtain and qualify proposals for Community Youth Development Program Services. Three firms submitted for the Community Youth Development Program RFP. The Boys and Girls Club of the Coastal Bend, Inc., Communities in Schools of the Coastal Bend, and the YWCA Corpus Christi qualified for the Community Youth Development Program.

The selection committee was comprised of representatives from Parks and Recreation, Housing and Community Development and the Utilities Department. The final evaluation ranked and qualified the Boys and Girls Club of the Coastal Bend, Inc., Communities in Schools of the Coastal Bend, and the YWCA Corpus Christi based on five factors: 1) background and experience, 2) performance goals. 3) program delivery, 4) financial stability, and 5) reasonable project cost.

The Boys and Girls Club of the Coastal Bend, Inc., Communities in Schools of the Coastal Bend, and the YWCA Corpus Christi have continually provided Community Youth Development Program Services for City. The Community Youth Development Program Services provides grant funded assistance to youth through the age of 17 that live in or attend schools in the 78415 ZIP code area. This Program provides needed services to assist at-risk youth by providing services that include involvement in a youth advisory committee, leadership development, mentoring programs and parental involvement programs.

ALTERNATIVES:

Alternatives include seeking other subcontractors to award the grant funds to or choosing not to accept the grant funds entirely. However, both of these alternatives would have a significantly negative impact on the community in the 78415 ZIP code area.

FISCAL IMPACT:

FUNDING DETAIL:

Fund:

Organization/Activity:

Mission Element:

Project # **(CIP Only)**:

Account:

RECOMMENDATION:

Staff recommends approval of this Ordinance appropriating grant funds for the Community Youth Development Program as presented.

LIST OF SUPPORTING DOCUMENTS:

Ordinance

Evaluation Matrix

Interlocal Contract

Service Agreement – Boys & Girls Club of the Coastal Bend, Inc.

Service Agreement – Communities in Schools

Service Agreement – YWCA Corpus Christi

Ordinance authorizing the execution of the Community Youth Development Program contract with the Texas Department of Family and Protective Services from September 1, 2021 to August 31, 2026 in the amount of \$2,406,250.00, and appropriation of the funds in the No. 1060 Grants Fund for the Community Youth Development Program; and authorizing subcontracts with Boys and Girls Club of the Coastal Bend, Inc. in the approximate annual amount of \$36,453.63, Communities in Schools of the Coastal Bend in the approximate annual amount of \$185,353.18, and the YWCA Corpus Christi in the approximate annual amount of \$37,941.10.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. That the City Manager or designee is authorized to execute the Community Youth Development program contract with the Texas Department of Family and Protective Services from September 1, 2021 to August 31, 2026 in the amount of \$2,406,250.00, and is also authorized to execute subcontracts with the Boys and Girls Club of the Coastal Bend, Inc., Communities in Schools of the Coastal Bend, Inc., and the YWCA Corpus Christi. A copy of the agreements will be filed with the office of the City Secretary.

SECTION 2. That the contract funds are appropriated in the No. 1060 Grants fund for the Community Youth Development Program.

SECTION 3. This Ordinance takes effect upon approval by City Council.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo _____	John Martinez _____
Roland Barrera _____	Ben Molina _____
Gil Hernandez _____	Mike Pusley _____
Michael Hunter _____	Greg Smith _____
Billy Lerma _____	

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2021, by the following vote:

Paulette M. Guajardo	_____	John Martinez	_____
Roland Barrera	_____	Ben Molina	_____
Gil Hernandez	_____	Mike Pusley	_____
Michael Hunter	_____	Greg Smith	_____
Billy Lerma	_____		

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT AGREEMENT

I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS) and City of Corpus Christi (Grantee) (referred to herein as each a "Party" and collectively as the "Parties") enter into this Grant Agreement for Community Youth Development (CYD) services (Grant).

II. LEGAL AUTHORITY.

This Grant is entered under DFPS' statutory authority in Texas Human Resources Code Chapter 40.

III. PERIOD OF PERFORMANCE.

This Grant starts on September 1, 2021 and ends on August 31, 2026, and can be renewed, extended or terminated as provided for in this Grant. Following the base term, DFPS, at its sole option, may extend any resulting Grant Agreement for one additional 12-month term to complete a new Request for Application or transition to a new Grantee.

IV. TOTAL AMOUNT OF THIS GRANT.

The total amount of this Grant will not exceed \$2,406,250. All expenditures under this Grant will be in accordance with the Budget (Attachment B).

V. STATEMENT OF WORK.

The Grantee will perform the work and provide services as provided for in Attachment A (Statement of Work). All work and services provided under this Grant must be in accordance with all state and federal laws, rules and regulations.

VI. GRANT INFORMATION.

The attached Budget contains the Grant Information. PEI may use a Notice of Award to announce, modify, or clarify the annual Grant budget, source of funding, Performance Measures, QIP terms, or other Grant requirements.

VII. CONTRACT (GRANT) MANAGER.

These Contract (Grant) Managers are authorized to administer activities and receive notices and general correspondence for this Grant by sending it to them as provided below.

A. DFPS

Brittney Briones
Contract (Grant) Manager
Brown-Heatly Building, 4th Floor
4900 North Lamar
Austin, Texas 78751
512-994-7354
Brittney.Briones@dfps.texas.gov

B. GRANTEE

Lisa Oliver
Interim Assistant Director, Parks and Recreation Department
1201 Leopard St.
Corpus Christi, Texas 78401
361-826-3132
LisaO@cctexas.com

VIII. ATTACHMENTS.

The Parties agree to comply with the following Attachments and that they are attached and incorporated as part of this Grant.

Attachment A – Statement of Work
Attachment B – Budget
Attachment C – DFPS Grant Uniform Terms and Conditions
Attachment D – DFPS Grant Supplemental and Special Conditions
Attachment E – Federal Assurances and Certifications
Attachment F – Request for Application

IX. SIGNATURES.

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party and that this Grant Agreement represents the final agreement of the Parties.

DFPS

GRANTEE

Jaime Masters
Commissioner
DATE:

Lisa Oliver
Interim Assistant Director
DATE:

ATTACHMENT A

STATEMENT OF WORK

This Statement of Work (SOW) provides an executive level summary of the Grantee's proposed service delivery program, a list of core services, coalition work, other contracted work, the primary service area, the eligible population, annual performance measures, and additional grant requirements. Any changes to this SOW require a formal Grant amendment.

Community Youth Development Program

GRANT INFORMATION	
Grantee Name: City of Corpus Christi	Grant Term: September 1, 2021 through August 31, 2026
Grant Agreement Number: HHS000841700013	Agency ID: 24817202

PRIMARY SERVICE AREA
List all primary counties and zip codes that will be the focal point of services for this Grant. Note: Additional counties may be served in accordance to the RFA. The service area will be listed in the Project Work Plan.
Nueces County – 78415 ZIP Code

DIRECT SERVICES (include only services funded by PEI under this Grant)		
Briefly list the services that will be provided, and which agencies will be providing these services (if applicable).		
Agency Providing Service	Service Type	Program Curriculum/Model to be used (if applicable)
See Project Work Plan	Mentoring	Model/Curriculum as indicated in the Project Work Plan
See Project Work Plan	Youth Leadership Development	Model/Curriculum as indicated in the Project Work Plan
See Project Work Plan	Youth Advisory Committee	Model/Curriculum as indicated in the Project Work Plan
See Project Work Plan	Post-High School Readiness	Model/Curriculum as indicated in the Project Work Plan
See Project Work Plan	Additional CYD Program Services	Model/Curriculum as indicated in the Project Work Plan

COMMUNITY AND SYSTEMS SUPPORT
See Project Work Plan

OTHER CONTRACTED WORK
See Project Work Plan

ATTACHMENT A

ELIGIBLE POPULATION

A. The eligible population requirements are described below:

1. Grantee will serve Youth ages 6-17 and their Families who live in or attend public school in the proposed ZIP Code(s) or attend school at a public middle or high school located outside of the proposed ZIP Code(s) that has at least 30% enrollment from the ZIP Code(s).
2. The target age range for Youth served is 10-17 years. Youth under age 6 are not eligible for CYD. Youth served from ages 6-9 cannot exceed 30% of the Performance Measure for annual unduplicated Index Youth served.
3. Youth who turn 18 years old during the school year will be permitted to participate in CYD until meeting program goals or the end of the current fiscal year, provided they were 6-17 years old when first enrolled in CYD.
4. Family members of Index Youth are eligible if the goal of the activity or opportunity involves promoting Positive Youth Development or increasing Protective Factors of Youth.
5. Youth who spend a significant amount of time in an SDA but do not meet the above eligibility criteria. For example, a Youth who spends regular time at a recreation center or with a relative in the Grantee's SDA. This flexible approach allows CYD to reach Youth who consider the Grantee's SDA part of their community and provide them with CYD opportunities. Grantee must provide justification on the PEI enrollment form that Index Youth is eligible under this flexible approach.
6. Youth who are currently on probation are not eligible for the CYD program. A Youth is eligible 12 months post probation. Youth whose cases are pre-adjudicated, informally adjudicated, or whose adjudication has been deferred are eligible to participate in CYD. PEI reserves the right to alter eligibility criteria during the Period of Performance.

B. To be eligible to participate in Grantee's CYD program, Youth must exhibit at least two priority characteristics as referenced in the RFA, Section 2.5.3 Eligible Population.

ANNUAL GRANTEE OUTPUTS AND OUTCOMES

OUTPUTS	TARGET
OUTPUT 1: Expected average number of Index Youth served annually.	FY 22: 815 FY 23: 815 FY 24: 815 FY 25: 815 FY 26: 815
OUTPUT 2: Expected number of Index Youth served during the school year (September – May).	FY 22: 375 FY 23: 375 FY 24: 375 FY 25: 375 FY 26: 375
OUTPUT 3: Expected number of Index Youth served during the summer (June – August).	FY 22: 275 FY 23: 275 FY 24: 275 FY 25: 275 FY 26: 275

ATTACHMENT A

OUTPUT 4: Index Youth will complete the PEI Program Experience Survey at Discharge.	50%
OUTPUT 5: Index Youth will complete a matching pre-service and post-service survey as designated by PEI.	60%
OUTCOMES	TARGET
OUTCOME 1: 10-17-year-old Index Youth will not engage in delinquent behavior.	100%
OUTCOME 2: Index Youth report positive outcomes in at least one domain of the Program Experience Survey at discharge.	80%
OUTCOME 3: Index Youth improve in at least one domain or area of the survey chosen by PEI between pre- and post-service.	75%

REPORTING REQUIREMENTS

1. Grantee will submit a monthly expenditure report using the format provided by DFPS for allowable expenses that includes an invoice and a scanned purchase voucher with an original signature.
2. Grantee will work with DFPS during that last month of the fiscal year to submit accurate year-end expenditures as soon as possible.
3. Grantee will enter all required data into PEIRS according to specified timeline.
4. Grantee will submit a Quarterly Report using the template and guidance provided by DFPS.
5. Grantee will report additional data elements as required by DFPS.

OTHER REQUIREMENTS

Grantee will implement any evidence-based model(s) outlined in its approved budget and Project Work Plan according to the specified model elements and requirements for each program model. Curricula, assessments, screening tools, data collection, and protocols required by the program model(s) must be used.

Grantee must complete ongoing trainings or meetings that are required by PEI and the specified program model(s).

Grantee must use the PEIRS data collection system required by DFPS. All required data must be entered directly into PEIRS, and the Grantee must perform a quality check to ensure all data required by DFPS is included and the data is accurate. This quality check must include timely review and response to DFPS-generated quality assurance reports. Data must be entered each month according to DFPS requirements and guidance.

Grantee will take all appropriate steps to maintain participant confidentiality and obtain any necessary written participant consents for data analysis or disclosure of protected health information, in accordance with applicable federal and state laws, including, but not limited to, authorizations, data use agreements, and business agreements, as necessary.

To ensure participant health and safety, Grantee must follow DFPS requirements regarding criminal background checks and records maintenance.

Grantee must provide flexible schedules to direct service staff and supervisors to allow for evening and weekend work to accommodate participants' schedules.

ATTACHMENT A

Grantee will monitor all subawards and contracts according to PEI requirements and guidance to ensure that all are adhering to Grant requirements.

Grantee must participate in PEI-required evaluation activities administered through PEI research and evaluation and any contracted partners (if applicable).

Grantee may not engage in research on program staff and/or participant population without prior written authorization from PEI and the program model(s).

Grantee may not use the DFPS name, logo, or insignia on forms or other materials related to PEI-funded services. This includes forms (e.g. consent forms) and materials distributed to the Grantee's participants.

**ATTACHMENT B
BUDGET**

**City of Corpus Christi
Community Youth Development (CYD)**

A. Grant Total Value

The Grant total value includes both the annual budget amounts and the potential Quality Incentive Project (QIP) payments. This amount is the projected potential value. Actual budget amounts must be confirmed through the Notice of Award process as referenced in **Section D** of this attachment.

B. Annual Budget

DFPS will pay the Grantee an annual amount not to exceed the total agreed upon amount in the Grantee's Notice of Award.

C. Quality Incentive Project (QIP)

1. PEI may award QIP payments if Grantee is high performing for achieving deliverables and unspent appropriated funding is identified and approved for disbursement.
2. QIP payments, if approved, will not exceed 25% of the Grantee's annual budget.

D. Notice of Award

DFPS may modify the annual award amount at any time during the Grant by issuing a Notice of Award to the Grantee.

E. Form 2030 PEI Budget Expenditure Workbook

This award is supported by Form 2030 PEI Budget Expenditure Workbook which is updated annually and modified throughout the fiscal year to reflect expenditures and any changes to the budget.

F. Invoice and Payment

1. Payments are on a monthly cost-reimbursement basis in response to an invoice and purchase voucher.
2. Grantee will submit an invoice and purchase voucher monthly, no later than the last day of the month following that in which the expenditure occurred. If the last day falls on a weekend or holiday, the documents are due the next business day.
3. Grantee shall submit a final close-out invoice annually, not later than 45 calendar days following the end of the fiscal year. Reimbursement requests received more than 45 calendar days following the termination of the Grant may not be paid.
4. PEI will pay Grantee from available funds for services rendered in accordance with the terms of this Grant Agreement upon receipt of a

ATTACHMENT B BUDGET

proper and verified invoice and after deduction of any known previous overpayment made by DFPS.

G. GRANT INFORMATION.

1. For the purposes of this Grant, City of Corpus Christi (DUNS No. 069457786) is considered a sub-recipient and is funded with state general revenue and funds from the U.S Department of Health and Human Services, Promoting Safe and Stable Families, Title IV-B, Subpart 2 of the Social Security Act; CFDA 93.556. The exact amount of state or federal funding is determined at the end of each subsequent fiscal year. DFPS will provide the Grantee, in writing, the exact amount of federal or state dollars used to fund the Grant upon written request from the Grantee. DFPS reserves the right to fund this RFA with other state or federal sources during the lifecycle of the Grant.
2. For the duration of the Grant, the most recent award letter will be available at the following URL:
https://www.dfps.state.tx.us/Doing_Business/NoA/default.asp

ATTACHMENT C
TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
GRANT UNIFORM TERMS AND CONDITIONS

SECTION I
FUNDING AVAILABILITY & FINANCIAL

A. FUNDING AVAILABILITY.

1. This Contract is contingent upon the continued availability of funding. If funds become unavailable through the lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidation or any other disruptions of current appropriations, DFPS will reduce or terminate this Contract.
2. DFPS is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

B. PROMPT PAYMENT.

DFPS will pay Grantee according to the Prompt Payment Act, Texas Government Code Chapter 2251, unless the terms of a federal contract, grant, regulation, or statute prevent the DFPS from making a timely payment with federal funds.

C. TRAVEL EXPENSES.

Travel expenses authorized by this Contract will be reimbursed according to the rates set by the State of Texas TexTravel (or its successor) program. Furthermore, DFPS reserves the right to reimburse at a rate equal to the rate DFPS employees receive even if the rates set by the State of Texas TexTravel are higher.

D. NO DEBT AGAINST THE STATE.

For Grantees that are not governmental entities, this Contract will not be construed as creating any debt by or on behalf of the State of Texas.

E. DEBT TO STATE.

If a law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges that DFPS' payments under the Contract will be applied toward eliminating the Grantee's debt or delinquency, regardless of when it arises.

F. RECAPTURE OF FUNDS.

Grantee agrees that:

1. DFPS will withhold all or part of any payments to Grantee to offset overpayments made to Grantee. Overpayments, as used in this Section, include payments made by DFPS that exceed the maximum allowable rates, not allowed under applicable laws, rules, or regulations or that are otherwise inconsistent with this Contract, including any unapproved expenditures;

2. It will return to DFPS any amounts paid that are disallowed pursuant to financial and compliance audit(s) of funds received under this Contract; and
3. Reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract or from a source of federal funds derived from programs administered by DFPS or the State of Texas.

G. FINANCIAL REMEDIES.

In addition to any other remedy under law, DFPS reserves the right to implement financial remedies based on monitoring or audit findings related to violations of this Contract's requirements including recovery of all actual damages DFPS accrues as a result of a Grantee's noncompliance. As applicable to this Contract, additional financial remedies or liquidated damages may be provided for in this Contract's Supplemental and Special Conditions.

H. ALLOWABLE COSTS.

DFPS will reimburse the allowable costs incurred in performing the Contract that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DFPS will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If DFPS has paid funds to Grantee for unallowable or ineligible costs, DFPS will notify Grantee in writing, and Grantee shall return the funds to DFPS within 30 calendar days of the date of this written notice. DFPS will withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to DFPS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). DFPS will take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include the following chart. Furthermore, OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
For-profit Organization other than a hospital	48 CFR, Part 31 Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS

I. INDEPENDENT SINGLE OR PROGRAM-SPECIFIC AUDIT.

If Grantee, within Grantee's fiscal year, expends a total amount of at least \$750,000 in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with TxGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. HHSC Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within 30 calendar days after notification by HHSC Single Audit Services to do so then, Grantee shall be subject to the DFPS sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as, with the provisions of UGMS.

J. SUBMISSION OF AUDIT.

Within 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the DFPS as directed in this Contract and another copy to:

single_audit_report@hhsc.texas.gov.

K. INSURANCE.

For Grantees that are not governmental entities, the following applies.

1. Unless otherwise specified in this Contract, its' Supplemental and Special Conditions or the solicitation that this Contract resulted from, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities

thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry or as determined by DFPS.

2. Grantee will provide evidence of insurance upon request by DFPS.
3. In the event that any policy is determined by DFPS to be deficient and does not comply with the terms of this Contract, Grantee will secure such additional coverage as required by DFPS, law or regulation.
4. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

L. NONSUPPLANTING.

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other sources but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee will be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

SECTION II RECORDS – ACCESS, AUDIT & RETENTION

A. RECORDS RETENTION AND ACCESS.

1. Grantee will keep and maintain, as applicable, accurate and complete records necessary to determine compliance with this Contract and applicable laws.
2. Grantee will provide access to its records to DFPS, the Texas State Auditor's Office (SAO), the Federal Government, and their authorized representatives.
3. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documentation for a minimum of seven years after the termination of this Contract or seven years after the completion of any litigation or dispute involving the Contract, whichever is longer.
4. **THE GRANTEE WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DFPS CONTRACT MANAGER.**

B. SAO AUDIT.

1. Grantee understands that acceptance of funds under this Contract or through a subcontract acts as acceptance of the authority of the SAO or any successor agency, to conduct an audit or investigation in connection with those funds.
2. Under the direction of the Legislative Audit Committee, an entity that is the subject of an SAO audit or investigation must provide the SAO access to any information that is considered relevant.

3. Grantee agrees to cooperate fully with the SAO, or its successor, in the conduct of the audit or investigation, including providing all records requested.
4. Grantee will ensure that this clause, concerning the authority to audit funds received indirectly by subgrantees related to this Contract and the requirement to cooperate, is included in any subcontracts it awards.

C. COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS.

1. Grantee will implement all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, accounting principle, or deficiency identified in any audit, review, or inspection of this Contract.
2. Any such correction will be at Grantee or its subgrantee's sole expense.
3. Whether Grantee's action corrects the noncompliance will be solely the decision of DFPS.
4. Grantee must provide, at DFPS' request, a copy of those portions of Grantee's and its subgrantees' internal audit reports relating to this Contract.

D. CONFIDENTIAL INFORMATION.

1. Grantee agrees to only use DFPS confidential information for the purpose of this Contract and comply with all applicable state and federal laws when it receives and stores DFPS confidential information, including, but not limited to, the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients.
 - a. Section 106 of the Child Abuse Prevention and Treatment Act (CAPTA), codified at 42 U.S.C. 5106a;
 - b. Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 & 45 CFR 205.50;
 - c. Social Security Administration Data, including, without limitation, Medicaid information (The Social Security Act, 42 U.S.C. Chapter 7);
 - d. Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99;
 - e. Protected Health Information, including Electronic Protected Health Information or Unsecured Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
 - f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. §290dd-2; 42 CFR Part 2;
 - g. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
 - h. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. §552a;
 - i. Personal Identifying Information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16,

Safeguarding Against and Responding to the Breach of Personally Identifiable Information;

- j.** Texas Family Code §261.201 and related provisions in Chapters 261 and 264;
 - k.** Texas Health and Safety Code §81.046 and Chapters 181 and 611;
 - l.** Texas Human Resources Code §12.003, §40.005, and Chapter 48;
 - m.** Texas Public Information Act, Texas Government Code Chapter 552;
 - n.** 19 Texas Administrative Code Chapter 702 Subchapter F (Child Protective Services), and Chapter 705 Subchapter M (Adult Protective Services); and
 - o.** Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
- 2.** Grantee will notify DFPS immediately, but not later than 24 hours, after Grantee discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information. Grantee will also fully cooperate with DFPS in investigating, mitigating and issuing notifications for an unauthorized disclosure or breach as directed by DFPS.
 - 3.** Grantee will only disclose information according to applicable law and will notify DFPS as required by the applicable law, when it makes a disclosure.
 - 4.** In the event the Grantee receives a request or demand for confidential information or records in connection with any discovery, investigative, civil, criminal or other similar legal process, before the Grantee can release, they will provide DFPS with written notice of this request or demand within two business days of receiving it. DFPS will provide prompt notice to the Grantee whether they have no objection to the release or they plan to seek a protective order to prevent the release.

E. PUBLIC INFORMATION ACT.

- 1.** Information related to this Contract will be subject to the Public Information Act (PIA) found at Texas Government Code Chapter 552 and withheld from public disclosure or released only in accordance with the PIA.
- 2.** In accordance with Section 2252.907 of the Texas Government Code, the Grantee is required to make any information created or exchanged with DFPS pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to DFPS.

SECTION III OWNERSHIP & INTELLECTUAL PROPERTY

A. OWNERSHIP.

DFPS owns all work produced by Grantee under this Contract.

B. INTELLECTUAL PROPERTY.

1. To the extent any services, deliverables or work performed by Grantee results in the creation of intellectual property, all right, title, and interest in and to such intellectual property, will vest in DFPS upon creation and will be deemed to be a "work made for hire," and made in the course of the services rendered pursuant to this Contract.
2. To the extent that title to any such intellectual property will not by law vest in DFPS, or such intellectual property will not be considered a "work made for hire," Grantee hereby irrevocably assigns all rights, title, and interest therein to DFPS.
3. Grantee must give DFPS and the State of Texas, as well as, any person designated by DFPS or the State of Texas, all assistance required to perfect the rights defined in this Section, without any additional charge or expense beyond the stated amount payable to Grantee authorized under this Contract.

**SECTION IV
NOTICE**

A. NOTICE OF LEGAL MATTER OR LITIGATION.

Grantee will notify their assigned DFPS Contract Manager of any litigation or legal matter related to or affecting this Contract within seven calendar days of Grantee becoming aware of the litigation or legal matter.

B. NOTICE OF CHANGE IN CONTACT PERSON OR KEY PERSONNEL OR MATTERS IMPACTING CONTRACT.

The Grantee will notify their assigned DFPS Contract Manager within ten days of any change to the Grantee's Contact Person or Key Personnel in the Contract or any matter impacting the Contract, which includes but is not limited to changes to Grantee's name or identity, ownership, control, governing board membership, any problem or potential problem associated with its performance or services, or payee identification number.

C. COMPLAINT REPORTING.

Unless otherwise noted in this Contract, DFPS will contact the Grantee when it receives a complaint about the Grantee and advise the Grantee whether DFPS will conduct an investigation or will coordinate with the Grantee for an investigation. When DFPS requires the Grantee to conduct any part of the complaint investigation, Grantee must respond in writing to DFPS with all information and according to DFPS's requirements and specified time frames.

SECTION V AMENDMENT

A. BILATERAL AMENDMENT.

Except as provided for in the Unilateral Amendment section below, this Contract can only be changed by a Bilateral Amendment executed by both Parties.

B. UNILATERAL AMENDMENT.

A Unilateral Amendment will be issued by DFPS and it will be effective on the date that is specified in the Unilateral Amendment. DFPS has sole discretion as to whether a change to the Contract cannot be a Unilateral. DFPS will issue a Unilateral Amendment to:

1. Correct an obvious clerical error;
2. Modify a Contract Number or Agency ID Number;
3. Incorporate new or revised state or federal laws, regulations, rules or policies;
4. Comply with a court order or judgment;
5. Update service level description or daily rates;
6. Update Grantee's name as recorded by the Secretary of State, as required by law or as authorized by DFPS;
7. Change either Party's Contract Manager or contact information;
8. Change any recorded license number based on information obtained from the agency or entity issuing the license; and
9. For Open Enrollments only, add or delete a geographic service area, service delivery location, or service type, as long as it is part of a current Open Enrollment.

SECTION VI TERMINATION

A. TERMINATION FOR CONVENIENCE.

DFPS will terminate the Contract, in whole or in part, at any time when, in its sole discretion, DFPS determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in DFPS' notice of termination.

B. TERMINATION FOR CAUSE.

1. If the Grantee fails to provide the services or goods required by this Contract or fails to comply with any terms or conditions of it, DFPS will terminate the Contract in whole or part.
2. In addition to any other remedy allowed by law, Grantee will be responsible to DFPS for all costs incurred by DFPS and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute Grantee and the cost of any claim or litigation that is reasonably attributable to Grantee's failure to provide services or goods.

C. EQUITABLE SETTLEMENT.

Any early termination under this Contract will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**SECTION VII
GENERAL PROVISIONS**

A. GOVERNING LAW AND VENUE.

This Contract and the rights and obligations of the Parties will be governed by and construed according to the laws of the State of Texas, exclusive of any conflicts of law provisions. Venue for any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by DFPS. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it will now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract.

B. INDEMNITY.

THE FOLLOWING APPLIES TO GRANTEES THAT ARE NOT GOVERNMENTAL ENTITIES.

- 1. GRANTEE WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND DFPS AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF OR RESULTING FROM:**
 - a. GRANTEE'S PERFORMANCE UNDER THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBGRANTEE, OR SUPPLIER OF THE GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;**
 - b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OF CONTRACT BY THE GRANTEE OR ANY AGENT, EMPLOYEE, SUBGRANTEE, OR SUPPLIER OF THE GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;**
 - c. EMPLOYMENT OR ALLEGED EMPLOYMENT DISCRIMINATION, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
 - d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**
- 2. NOTHING IN THIS CONTRACT WILL BE CONSTRUED AS A WAIVER OF DFPS' SOVEREIGN IMMUNITY.**
- 3. IF DFPS IS A NAMED DEFENDANT IN ANY SUIT INVOLVING THIS CONTRACT, THE DEFENSE WILL BE COORDINATED BY THE GRANTEE WITH THE OFFICE**

OF THE TEXAS ATTORNEY GENERAL. GRANTEE MAY NOT AGREE TO ANY SETTLEMENT REGARDING SUITS INVOLVING THIS CONTRACT IF DFPS IS A NAMED DEFENDANT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE TEXAS ATTORNEY GENERAL.

C. BACKGROUND HISTORY CHECKS AND RIGHT OF REMOVAL.

1. Before providing direct services, having direct client contact and/or access to client records, the Grantee will submit information necessary for DFPS to conduct background checks on its employees, subgrantees or volunteers according to DFPS Background Checks Handbook under the applicable policy section at http://www.dfps.state.tx.us/handbooks/Background_Checks/default.asp, including any required disclosures. Furthermore, before the employee, subgrantees or volunteer can provide direct services, have direct contact or access client records, the Grantee must receive notice from DFPS that the background check has been approved.
2. If while providing direct services, having direct client contact and/or access to client records, the Grantee becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee, subgrantees or volunteer, then the Grantee will notify DFPS within ten business days of them becoming aware of it. DFPS will determine if and when the employee, subgrantee or volunteer can have direct contact with clients.

D. ASSIGNMENTS.

Grantee will not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of DFPS. Any attempted assignment in violation of this Section is void and without effect. This section will not prohibit collateral assignment of payments for the purpose of secured lending arrangements in the ordinary course of business.

Grantee agrees that DFPS may, in one or more transactions, assign, pledge, or transfer this Contract.

E. SEVERABILITY.

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provisions of this Contract unenforceable.

F. SURVIVABILITY.

Termination or expiration of this Contract will not release either party from any liabilities or obligations that the Parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

G. FORCE MAJEURE.

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of any governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing of the reason for such delay, estimated duration of the delay, and the steps taken to minimize the delay.

H. AUTHORITY OF DFPS STAFF.

DFPS staff are not authorized to sign non-DFPS forms, unless those forms have received prior approval by DFPS. DFPS is not bound to the terms of any forms signed by unauthorized staff.

I. DISPUTE RESOLUTION.

For Grantees that are not governmental entities, the Parties will use the dispute resolution process in Texas Government Code Chapter 2260 to resolve any dispute that arising under this Contract. Grantee's Notice of Claim of Breach of Contract is delivered to their assigned DFPS Contract Manager in their Contract and to the DFPS Office of General Counsel at the address listed below, by hand, certified mail return receipt requested, or other verifiable delivery service, and is effective on date received.

Office of General Counsel

Physical Address

701 W. 51st Street
Austin, TX 78751

Mailing Address

P.O. Box 149030
Austin, TX 78714-9030
Mail Code: E611

J. WAIVER.

DFPS' failure to enforce any provision of this Contract or its payment for services or goods provided under this Contract, will not constitute a waiver of any provision of the Contract.

K. CIVIL RIGHTS.

1. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);

- b.** Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - c.** Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - d.** Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - e.** Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - f.** Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - g.** DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
- 2.** Grantee agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States will, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by federal or state funding or otherwise be subjected to discrimination.
- 3.** Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations found at 45 CFR Part 80 or 7 CFR Part 15, prohibiting a Grantee from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Grantees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to government funded programs, benefits, and activities.
- 4.** Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHSC website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>.
- 5.** Grantee agrees to comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 CFR Part 87 or 7 CFR Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Grantee must provide written notice to beneficiaries of these rights.
- 6.** Upon request, Grantee will provide Texas Health and Human Services Commission (HHSC) Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- 7.** Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

L. PERMIT AND LICENSE.

Grantee will be responsible at their expense for obtaining all permits and licenses required by city, county, state or federal rules, regulations or laws necessary or required for the Grantee to provide services or goods under this Contract.

M. WARRANTY.

Grantee warrants that all services, deliverables and work done under this Contract will be completed in a manner consistent with generally accepted standards in the applicable trade, profession, or industry and conform to or exceed the specifications set forth in the Contract and be fit for ordinary use, of good quality, and contain no material defects.

N. E-VERIFY/EMPLOYEE ELIGIBILITY.

By entering into this Contract, Grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of all persons employed during the Contract term to perform duties within Texas and all persons (including subgrantees) assigned by the Grantee to perform services, deliverables and work pursuant to the Contract.

O. REPORT OF WASTE, FRAUD OR ABUSE.

Grantees who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately contact both the Texas HHSC Office of the Inspector General at 1-800-436-6184 and the Texas State Auditor's Office at <https://sao.fraud.texas.gov/ReportFraud/>.

P. CULTURAL COMPETENCE.

1. Grantee will make reasonable efforts to provide services that meet each client's individual needs and takes into consideration the intellectual functioning, literacy, level of education and comprehension ability of each client in order to ensure that all information is presented in a way that meets each client's individual needs.
2. Grantee will provide services in the client's primary language either directly by Grantee or by a DFPS approved translator.
3. Grantee will have a cultural competence mission statement, core values or other similar guidance that provides how the Grantee will effectively provide these services to clients of various cultures, races, ethnic backgrounds and

religions in a manner that recognizes and affirms the client's worth, protects and preserves the client's dignity and ensures equity of service delivery.

Q. PUBLICITY.

Grantee must not use the name of, or directly or indirectly refer to, DFPS, the State of Texas, or any other state agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee will publish, at its sole expense, results of Grantee performance under the Contract with DFPS's prior review and written approval, which DFPS will withhold at its sole discretion. Grantee will acknowledge the support received in all format types (written, visual and audio) from DFPS and the Federal Agency as applicable.

R. LIMITATION OF DFPS NAME, SEAL OR LOGO.

1. Grantee will not use the DFPS name, seal or logo in any form or manner without the prior written approval of DFPS.
2. Grantee will not use the DFPS name, seal or logo to imply any endorsement, approval, or sponsorship of Grantee's goods or services by DFPS.

S. SUBCONTRACTING AND SUBAWARDING.

As applicable under the Contract, Grantee will comply with the following.

1. Grantee will be responsible to DFPS for any subcontractor's and subgrantee's performance under this Contract. Subcontractors and subgrantees providing services under the Contract will meet the same requirements and level of experience as required of Grantee.
2. No subcontract or subaward under the Contract will relieve Grantee of responsibility for ensuring the requested services are provided.
3. Grantee cannot subcontract or subaward case management services without DFPS prior written permission.
4. Grantees planning to subcontract or subaward all, or a portion, of the work to be performed will identify the proposed subcontractors and subgrantees.
5. Subcontracting and subawarding will be solely at grantee's expense.
6. DFPS retains the right to check subcontractor's and subgrantee's background and approve or reject the use of submitted subcontractors and subgrantees.
7. Grantee will be the sole contact for DFPS and Grantee will list a designated point of contact for all DFPS inquiries.
8. Grantee will include a term in all subcontracts and subawards that incorporates this Contract by reference and binds subcontractors and subgrantees to all the requirements, terms, and conditions of this Contract related to the service being provided by the subcontractor and subgrantee, as well as, explicitly hold that this Contract controls in the event of any conflict with subcontract. DFPS approval of Grantee's use of any subcontractor and subgrantee is conditioned upon the extent that any subcontract and subaward does not conflict with any requirements of the Contract between DFPS and Grantee.

- 9.** Payments to subcontractors and subgrantees will be made pursuant to the Prompt Payment Act, Texas Government Code Chapter §2251, unless the terms of a federal contract, grant, regulation, or statute prevent DFPS from making a timely payment to the Grantee with federal funds.

T. CYBERSECURITY TRAINING.

If applicable to this Contract, and as directed by DFPS, the Grantee will comply with Texas Government Code Section §2054.5192 and complete this Section's Cybersecurity Training requirements. Grantee must submit verification of completion and compliance with this Section to DFPS.

**SECTION VIII
CERTIFICATIONS & AFFIRMATIONS**

As applicable to this Contract, Grantee certifies and affirms that by entering into this Contract that these certifications and affirmations apply to Grantee, and all of Grantee's principals, officers, directors, shareholders, partners, owners, agents, employees, subgrantees, independent contractors, and any other representatives who will provide services under, who have a financial interest in, or otherwise have an interest in this Contract.

- A.** Grantee has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
- B.** Under Texas Government Code §2155.004 (regarding the prohibition of certain financial participation by persons) and §2155.006 and §2261.053 (both relating to ability to receive this Contract, and convictions or penalties regarding Hurricane Rita, Hurricane Katrina or other disasters), Grantee acknowledges that it is not ineligible to receive this Contract and that this Contract will be terminated and payment withheld if this certification is found to be inaccurate.
- C.** Under Texas Family Code §231.006 (relating to delinquent child support), Grantee acknowledges that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract will be terminated and payment will be withheld if this certification is found to be inaccurate.
- D.** Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency under the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 CFR Part 376, and any relevant regulations promulgated by the department or agency funding this project. Grantee agrees that this provision will be included in its entirety in Grantee's subcontracts if payment in whole or in part is from federal funds. Furthermore, Grantee acknowledges that it has not been subjected to suspension, debarment, or similar ineligibility determined by any state or local governmental entity.
- E.** Grantee is not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at

<https://www.sam.gov/portal/public/SAM/>. This Contract will be terminated and payment withheld if this certification is inaccurate. This provision will be included in its entirety in Grantee's subcontracts if payment in whole or in part is from federal funds.

- F.** Under Texas Government Code §669.003 (relating to contracting with the executive head of a state agency), Grantee acknowledges that it is not the executive head of DFPS, was not at any time during the past four years the executive head of DFPS and does not employ a current or former executive head of DFPS.
- G.** Grantee acknowledges that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171.
- H.** Payments to Grantee and Grantee's receipt of appropriated or other funds under this Contract are not prohibited by Texas Government Code §556.005, §556.0055 or §556.008 (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
- I.** If this Contract is for services, the Grantee will comply with Texas Government Code §2155.4441 for the purchase of products and materials produced in the State of Texas. However, this §2155.4441 is not applicable to Contracts or Agreements with federal funding that further prohibits the use of geographic preferences.
- J.** Grantee has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Grantee hereby assigns to DFPS any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Texas Business and Commerce Code §15.01, et seq.
- K.** If the Grantee is a "Company" under Texas Government Code §808.001, at the time of executing this Contract, the Grantee is verifying that it is not boycotting Israel and will not boycott Israel during the term of this Contract.
- L.** Under Texas Government Code §2155.0061, Grantee certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if it is found that during the five-year period preceding the date of this Contract, that the Grantee has been convicted of any offense related to the direct support or promotion of human trafficking.
- M.** Under Texas Government Code §2252.152, the Grantee warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
- N.** The requirements of Texas Government Code 552, Subchapter J may apply to this Contract and the Grantee agrees that this Contract can be terminated if the Grantee knowingly or intentionally fails to comply with a requirement of this Subchapter.

ATTACHMENT D
TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
GRANT SUPPLEMENTAL AND SPECIAL CONDITIONS

SECTION I
SUPPLEMENTAL CONDITIONS

The following Supplemental Conditions modify the DFPS Grant Uniform Terms and Conditions.

- A.** Section I., B., **PROMPT PAYMENT** is deleted in its entirety.
- B.** Section I., C., **TRAVEL EXPENSES** is deleted in its entirety and replaced with the following:

Travel must always be billed at the current approved General Service Administration (GSA) rate in effect for the service date on the invoice. Rates may be found at: <https://www.gsa.gov/travel-resources>. Mileage rates may be found at: <http://www.gsa.gov/mileage>.

- C.** Section VII., R., **LIMITATION OF DFPS NAME, SEAL OR LOGO** is deleted in its entirety and replaced with the following:
1. Grantee will not use the DFPS name, seal or logo in any form or manner.
 2. Grantee will not use the DFPS name, seal or logo to imply any endorsement, approval, or sponsorship of Grantee's goods or services by DFPS.

SECTION II
SPECIAL CONDITIONS

In addition to the DFPS Grant Uniform Terms and Conditions, the Grantee agrees to comply with the following DFPS Grant Special Conditions.

A. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.

Grantee will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261.

B. REMEDIES.

In addition to any other remedy provided under this Grant or state or federal law, DFPS may impose the following.

DFPS reserves the right to implement the following remedies to ensure Grant compliance or to address Grant violations. DFPS may require the Grantee to take specific corrective actions to maintain compliance with applicable federal or state regulations and the terms and conditions of this Grant. The Grantee's failure to comply with the specific corrective actions from DFPS may be grounds for DFPS to suspend or terminate the Grant, in whole or in part.

- 1. Technical Assistance.** DFPS may provide informal support, guidance, clarification, and other forms of technical assistance via phone, email, and virtual meeting to resolve Grant or performance compliance issues. Grantee will document all such instances of technical assistance by DFPS in writing, including any implementation work.
- 2. Technical Resolution.** DFPS and Grantee may enter a joint technical process. Both parties will hold face-to-face meetings, web meetings or phone calls where both parties will identify issues, barriers, potential solutions, and implementation strategies to fix noncompliance and performance issues. DFPS will document these sessions and provide Grantee with a final technical guidance document for implementation.
- 3. Letter of Concern (LOC).** A LOC is a tool to assist Grantees in meeting Grant requirements. A LOC serves as a formal notification of an observed deviation from Grant performance, Project Work Plan, or other requirements. If there are still observed deviations three months after issuance of a LOC, PEI may then begin a Corrective Action Plan (CAP). A LOC may be issued in the following circumstances:
 - a. Grantee does not meet Outputs for two consecutive months.
 - b. Grantee does not deliver a core program (as determined by DFPS) component for one quarter.
 - c. PEI identifies reoccurring or ongoing issues that impact program performance for two months.
 - d. Required data is late, incomplete, or missing in the Prevention and Early Intervention Reporting System (PEIRS) for two consecutive months.
 - e. Monthly billing is late, incomplete, or missing for two consecutive months.
- 4. Corrective Action Plan (CAP).** DFPS will provide the Grantee with a CAP that identifies areas of noncompliance, poor performance, or other deficiencies. Grantee must respond in writing within the timeframes required in the CAP, address each identified defect, and provide an appropriately thorough response to DFPS for review and approval. After DFPS approves a CAP, it will be incorporated into the Grant by this reference. Upon receipt of DFPS approval, the Grantee must

implement and maintain compliance with the requirements of the CAP. Failure to appropriately implement or maintain compliance with the CAP will serve as grounds for the exercise of any additional remedies under this Grant. A CAP may be issued in the following circumstances:

- a. A core program component (as determined by DFPS) is not delivered for two quarters.
- b. Outputs are not met for four consecutive months.
- c. Identified reoccurring or ongoing issues that impact program performance for four months.
- d. Required data is late, incomplete, or missing in PEIRS for four consecutive months.
- e. Monthly billing is late, incomplete, or missing for four consecutive months.

5. Financial Remedies for Actual Damages. DFPS reserves the right to implement fiscal remedies based on monitoring or audit findings of violations of Grant requirements; including recovery for all actual damages DFPS accrues because of Grantee's noncompliance with this Grant.

6. Restriction of Staff. DFPS reserves the right to require Grantee to remove any employee, volunteer, or agent of the Grantee or any subgrantee from the provision of services under this Grant or to prohibit any employee, volunteer, or agent of the Grantee or any subgrantee from having direct contact with DFPS referred Participants or Participant records.

C. INFORMATION SECURITY REQUIREMENTS.

Grantee must comply with:

http://www.dfps.state.tx.us/Doing_Business/documents/Contractor_Data_and_System_Security_Requirements.pdf and agrees to periodically check for any updates made to this document and comply with any updates made to these requirements.

D. REMOVAL OF ACCESS.

Grantee will immediately remove access capabilities to any DFPS automated or internet-based application(s), or immediately notify DFPS that access to such applications needs to be terminated for an employee, subgrantee, or volunteer whose employment, subaward, or volunteer term with Grantee has ended for any reason.

E. TESTIMONY IN PROCEEDINGS.

Grantee will require its employees to testify in judicial and administrative proceedings at the request of DFPS. To the extent possible, Grantee will also assist DFPS in locating past employees, agents, volunteers, consultants, contractors or subgrantees when DFPS requires past

employees, agents, volunteers, consultants, contractors or subgrantees to appear and testify in accordance with this subsection.

F. NOTIFICATIONS.

Grantee will notify DFPS immediately of any significant change affecting Grantee or this Grant, including, but not limited to, change of Grantee's name or identity, ownership, control, governing board membership, key personnel, any problem or potential problem associated with performance or services, or payee identification number. Grantee will also provide DFPS with any documentation or information related to a notification provided for under this section. Grantee will also notify DFPS of any lawsuit brought against Grantee related to the services provided for in this Grant. Unless otherwise noted in this Grant, Grantee will provide all notices in writing to DFPS within 10 working days.

G. TRANSITION AFTER TERMINATION.

At the end of the Period of Performance or other Grant termination or cancellation, Grantee will in good faith and in reasonable cooperation with DFPS, aid in the transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled. Upon termination or expiration of this Grant, DFPS will work with Grantee to transfer all services as efficiently as possible with the goal to have all necessary services transferred by the effective date of the expiration or termination of the Grant. However, if a transfer of all necessary services is not possible, Grantee will continue to provide necessary services following all terms and conditions of this Grant until all necessary Participant services are completely transferred.

H. STATEMENT OF WORK VS. PROJECT WORK PLAN.

The Statement of Work is the formal document incorporated into the Grant. The Project Work Plan documents how the Grantee will achieve the performance measures outlined in the Grant. Changes to the Statement of Work require an amendment. Project Work Plans may be changed with written approval from PEI and the Grantee.

- 1. Statement of Work (SOW) Changes.** Grantee cannot make any changes to the Statement of Work without a formal amendment. PEI requires an amendment to change any terms outlined in the Grant Agreement including but not limited to:
 - a. Performance Measures (Outputs and Outcomes)
 - b. Primary Service Delivery Area outlined in the Grant
 - c. Target populations
 - d. Addition or deletion of Primary Services outlined in the Statement of Work

- e. Addition or deletion of Ancillary Services outlined in the Statement of Work
- f. Any extension of the Period of Performance

2. Project Work Plan (PWP) Changes.

- a. Any post-award changes to the PWP must not alter the Statement of Work for the Grant without an amendment. The Request for Application and Grant Agreement documents serve as the primary guide in determining allowable changes to the PWP.
- b. PEI may allow or make limited modifications to the PWP to meet unanticipated needs at any point during the Period of Performance. Either the Grantee or PEI may identify the need for such a change.
- c. A Project Work Plan change requires prior written approval from PEI.
- d. A change to the Project Work Plan may include:
 - i. Points of contact
 - ii. Service delivery locations or hours
 - iii. Secondary Service Delivery Area if the change is consistent with the Request for Application requirements
 - iv. Subawards
 - v. Policies or procedures used to provide services including:
 - 1. Intake process
 - 2. Determining Participant eligibility
 - 3. Plan or process for retaining Participants in the program
 - 4. Case documentation
 - 5. Linking participants with other social service providers when necessary
 - 6. Case closure or termination of services to Participants
 - 7. Referrals to subawardees
 - 8. Policies, procedures, and strategies used to ensure services are not denied or delayed when Grantee is at maximum capacity
 - 9. Staffing plan (provided change meets minimum Grant requirements)
 - 10. Staff training plan
 - 11. Grant administration
 - 12. Subaward administration
 - 13. Cost per Participant

I. QUALITY INCENTIVE PROJECT (QIP)

1. Deliverables.

- a. PEI will define a set of deliverables within each strategy of PEI programs to ensure the Grantee provides quality services.
- b. PEI will inform the Grantee of the specific deliverable details and metrics for measuring at the beginning of each State of Texas fiscal year and periodically throughout the Grant lifecycle if PEI modifies the deliverables.
- c. PEI will track QIP deliverables through PEIRS throughout each year of the Grant.

2. Quality Incentive Project Payments.

- a. PEI may award QIP payments to high performing Grantees for achieving deliverables if unspent appropriated funding is identified and approved for disbursement.
- b. Grantee will receive notice of these disbursements via a Notice of Award.
- c. Each fiscal year, Grantee may earn a maximum of 25% of their annual budget.

J. NOTICE OF AWARD.

PEI may use a Notice of Award to announce, modify, or clarify the annual Grant budget, source of funding, Performance Measures, QIP terms, or other Grant requirements.

K. PROGRAM FORMS AND SOCIAL SECURITY NUMBERS.

Grantee is required to complete all fields of program forms in their entirety, including any social security number fields. If a Participant refuses to provide their social security number, Grantee must document refusal in the case file. The expectation is that Grantees make a good faith effort to obtain social security numbers and other information listed on the program form. Items with an asterisk on program forms are required fields in the database; however, the expectation is that the form is completed thoroughly. Primary Caregivers must sign program forms giving consent for services prior to the provision of services.

L. GRANT OBLIGATIONS.

A Grantee's acceptance of funds directly under the Grant or indirectly through a subaward acts as acceptance of the authority of the state, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. In accordance with the legislative audit committee, DFPS can request any documentation, at any

time, to be sent to DFPS to a location DFPS chooses. Examples of documentation that DFPS may request includes, but not limited to:

1. Participant files in their entirety (includes, but not limited to):
 - a. Progress notes
 - b. Action plans
 - c. Registration forms
 - d. Surveys
 - e. Sign-in sheets
 - f. Monthly tracking forms
 - g. Referral information
2. Invoices that support monthly billings
3. Receipts that support monthly billings
4. Grantee's full general ledger

M. COST REIMBURSEMENT GRANT.

1. **Basis for Payment.** DFPS is not obligated to pay unauthorized costs or to pay more than Grantee's allowable and incurred costs consistent with 45 CFR 75, Subpart E. Grantee is responsible for submitting invoices in an accurate and timely manner for each service period and for notifying DFPS of a need to expedite payment. DFPS will make reasonable efforts to process all bills received in an accurate and timely manner but does not warrant immediate payment.
2. **Regulation Compliance.** Grantee will remain in compliance with 45 CFR Part 75, Subpart E. The reimbursement made to Grantee will not exceed Grantee's actual costs to provide the services under this Grant, and Grantee's actual costs, both direct and indirect, must be allowable, reasonable, and allocable.
3. **Physical Property.** Grantee will assume responsibility for the protection of all physical property and equipment purchased under this Grant. Grantee must furnish DFPS with a written, factual report of the theft of, or damage to, any equipment purchased under this Grant, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, Grantee will notify appropriate local law enforcement authorities.
4. **Equipment.** Equipment is any article of tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of: the capitalization level established by the Grantee for financial statement purposes or \$5,000. Grantee will follow the provisions of 45 CFR 75.320 regarding disposition of any equipment purchased under this Grant with funds allocated to Grantee or its subawardee. Grantee will not give any security interest, lien, or otherwise encumber any item of equipment purchased with Grant funds. Grantee will permanently identify all equipment purchased under this Grant by appropriate tags or labels

affixed to the equipment. Grantee will maintain a current inventory of equipment that is always available to DFPS upon request. Cost reimbursement Grantees must also follow the following guidelines when partnering with DFPS.

- a. Cost reimbursement Grantee must add certain types of equipment items that are classified as "controlled assets" as designated in the Comptroller's State Property Accounting (SPA) Process User's Guide, available on the internet, to their inventory. Grantees should review the SPA guide periodically for the most current list.
- b. All cost reimbursement Grantees must follow the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" for equipment disposition purposes, except when federal or statutory requirements supersede.
- c. Grantee must request DFPS approval before disposing of equipment or controlled assets prior to the end of the useful life for that item.
- d. Any change to the equipment category in a cost reimbursement budget will require prior approval from DFPS.

N. BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS.

Upon written request from DFPS, Grantee will provide copies of its most recent business continuity and disaster recovery plans.

O. PAYMENTS UNDER STATE PLANS APPROVED UNDER TITLE IV-E AND TANF.

As applicable, Grantees must seek payment or adjustment to payments in accordance with the time limit specified in 45 Code of Federal Regulations (CFR) 95.1 that provides a two-year (eight fiscal year quarters) time limit for a state to claim federal financial participation in expenditures under state plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF).

Any invoice or amended invoice that is submitted to DFPS later than seven quarters after the end of the quarter of the expense, will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed within the time limits provided in the CFR.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

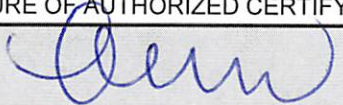
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Interim Assistant Director
APPLICANT ORGANIZATION City of Corpus Christi	DATE SUBMITTED June 30, 2021

Grant Agreement Number: HHS000841700013
Agency ID: 24817202

ATTACHMENT F

REQUEST FOR APPLICATION

Request for Application HHS0008417
Community Youth Development (CYD)
is incorporated by reference to the Grant Agreement.

<https://apps.hhs.texas.gov/PCS/HHS0008417/>



78415 - Community Youth Development Program Grant FY 21-26

Dante Gonzalez
Parks & Recreation





Background



-
- The Community Youth Development (CYD) program was established in 1995 by the 74th Legislature for the purpose of reducing juvenile crime in areas of Texas with a high incidence count.
 - The measured outcomes:
 - Percentage of youth not referred to juvenile probation.
 - Children remain safe during services, within 1 year, and within 3 years.

Funded: The Texas Department of Family and Protective Services (DFPS)

The City of Corpus Christi has been a grant recipient since 1996.





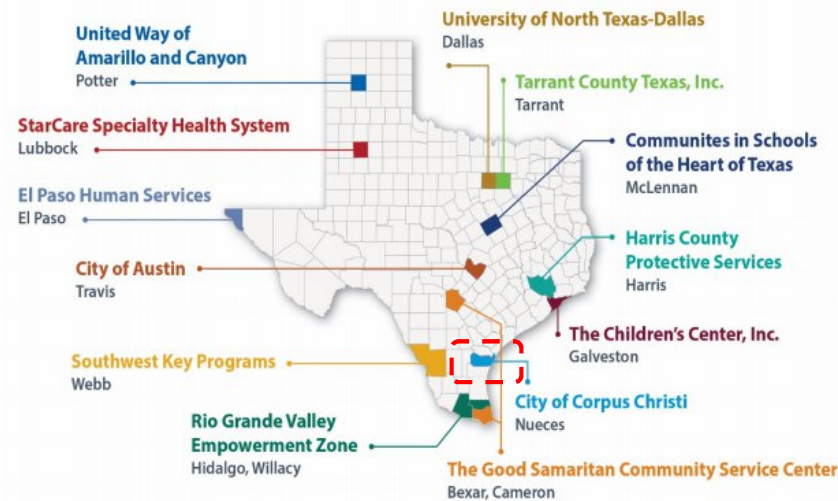
Texas Programs



2021 - Prevention and Early Intervention Provider Director Report

- 78415 is still considered a high incidence in juvenile crime

CYD: Community Youth Development Map





Services



MENTORING



LIFESKILLS



YOUTH LEADERSHIP DEVELOPMENT



RECREATIONAL SERVICES



YOUTH ADVISORY COMMITTEE





Community Youth Development Program and Appropriation of Funds for FY 21-26



- 5-year Grant Award
 - FY 21-22: \$385,000 (first year)
 - FY 22-26: \$505,312.50 annually (4 years)

TOTAL: \$2,406,250





Requirements for Subcontractors



- Providers to service the youth of the 78415 with youth services to include any or all programming services:
 - Mentoring
 - Youth Advisory Committee
 - Youth Leadership Development
 - Youth High School Readiness Program





RFP Process Administered by Contracts & Procurement

- RFP was posted in adherence with policy.
 - RFP 3332
 - November 2, 2020 Request for Proposal Issued
 - November 30, 2020 Proposals Due
 - Advertised in Caller Times on November 1 and November 20, 2020
 - No proposals were received; decision made to reissue solicitation
 - RFP 3539
 - March 1, 2021 Request for Proposal Issued
 - March 30, 2021 Proposals Due
 - Advertised in Caller Times on February 28 and March 7, 2021
 - 3 proposals were received
-





RFP Process Administered by Contracts & Procurement

- Solicitations are advertised through:
 - Twice and for a minimum of fourteen days published in newspaper
 - Vendors registered on the City's Supplier Portal receive automatic notifications based on the commodity codes they selected when registering.
 - A review committee consisted of:
 - Parks and Recreation
 - Finance
 - Utilities
 - Awarding contracts to subcontractors included: Boys & Girls Club of the Coastal Bend, Communities in School of the Coastal Bend, and Y.W.C.A. Corpus Christi.
-





Subgrantee Awards



Subgrantee Awards	Awards	Core Pillar
Boys and Girls Club	\$36,453	Mentoring
Communities in Schools of the Coastal Bend	\$185,353	Mentoring, Youth Advisory Committee, Youth Leadership Development, Post High School Readiness Program
YWCA Corpus Christi	\$37,941	Youth Leadership Development

CYD Program	\$125,251.61
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Subgrantee Awards Plans



Boys and Girls Club

- Scholarships for sports & recreational activities including basketball, volleyball, and soccer for youth that cannot afford to play in extra curricular organized sports leagues.
- Program Supplies and office supplies
- Transportation to and from events





Subgrantee Awards Plans



Communities in Schools of the Coastal Bend

- College and Career materials
 - Building everyday leadership in all teens
 - Stories for boys who dare to be different
 - Good night stories for Rebel girls and Teambuilding with teens
- Youth Advisory Council Summit
- Youth Teen Summit
- Science Technology Engineering and Math (STEM) Summer programs
 - Instructor
 - Supplies
 - Food/Snacks
- Texas A&M Study program
- Transportation to and from summits,
- Program and office supplies





Subgrantee Awards Plans



YWCA Corpus Christi

- Youth Leadership Development Program
- Youth Leadership Group Program
- Transportation to and from programs
- Snacks
- Events consists of dances and movie nights
- Program Curriculum and office supplies





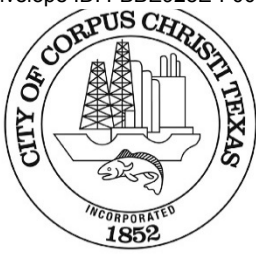
78415 - Community Youth Development Program Grant FY 21-26

Dante Gonzalez
Parks & Recreation



COMMUNITY YOUTH DEVELOPMENT PROGRAM
RFP 3529

PROPOSAL EVALUATION	Boys & Girls Club of the Coastal Bend	Communities In Schools	YWCA
MINIMUM QUALIFICATIONS (PASS/FAIL)			
Proposal submitted as required	Pass	Pass	Pass
Required two years in business performing same services			
No outstanding lawsuits during last 5 years or current litigation with the City during last 5 years			
No outstanding regulatory issues last 5 years			
References Provided for firm			
TECHNICAL PROPOSAL (100 PTS)	76	94	74
Respondent's Background and Experience (20 points)	17.6	19.3	15.4
Performance Goals (15 points)	10.4	14	11.7
Program Delivery (45 points)	31.5	42	31.7
Financial Stability (10 points)	9.2	9.6	8
Reasonable Project Cost (10 points)	7.3	8.8	7.5
TOTAL	76	94	74



SERVICE AGREEMENT NO. 3762

COMMUNITY YOUTH DEVELOPMENT PROGRAM SERVICES

THIS **Community Youth Development Program Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Boys and Girls Club of the Coastal Bend, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Community Youth Development Program Services in response to Request for Bid/Proposal No. 3529 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Community Youth Development Program Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

2. **Term.**

(A) This Agreement is for twelve months. The parties may mutually extend the term of this Agreement for up to four additional twelve-month periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$36,453.63, subject to approved extensions and changes. Payment will be made for Services performed and accepted by the City within 30 days of acceptance,

subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Sandra Alvarez
Parks and Recreation
361-826-4028
sandraa@cctexas.com

5. **Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.
7. **Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
8. **Warranty.**
 - (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
 - (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
 - (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City

Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
12. **Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
13. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Sandra Alvarez
Community Youth Development Program Manager
P.O. Box 9277, Corpus Christi, Texas 78469-9277
Phone: 361-826-4028
Fax: 361-826-3864

IF TO CONTRACTOR:

Boys and Girls Club of the Coastal Bend, Inc.
Attn: Kim Barrientos
CEO
3902 Greenwood Drive, Corpus Christi, Texas 78416
Phone: 361-853-2505 Ext. 11
Fax: N/A

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

27. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

DocuSigned by:
Signature: Kim Barrientos
C03FF000531449...
Printed Name: Kim Barrientos
Title: CEO
Date: 8/10/2021

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director, Contracts and Procurement

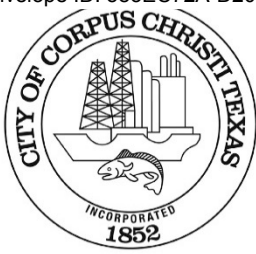
Date: _____

Attached and Incorporated by Reference:

Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule
Attachment C: Insurance and Bond Requirements
Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 3529
Exhibit 2: Contractor's Bid/Proposal Response



SERVICE AGREEMENT NO. 3761

COMMUNITY YOUTH DEVELOPMENT PROGRAM SERVICES

THIS **Community Youth Development Program Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Communities in Schools of the Coastal Bend ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Community Youth Development Program Services in response to Request for Bid/Proposal No. 3529 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Community Youth Development Program Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

2. **Term.**

(A) This Agreement is for twelve months. The parties may mutually extend the term of this Agreement for up to four additional twelve-month periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$185,353.18, subject to approved extensions and changes. Payment will be made for Services performed and accepted by the City within 30 days of acceptance,

subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Sandra Alvarez
Parks and Recreation
361-826-4028
sandraa@cctexas.com

5. **Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.
- 7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
- 8. Warranty.**
- (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
- (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
- (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
- 9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City

Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Sandra Alvarez
Community Youth Development Program Manager
P.O. Box 9277, Corpus Christi, Texas 78469-9277
Phone: 361-826-4028
Fax: 361-826-3864

IF TO CONTRACTOR:

Communities in Schools of the Coastal Bend
Attn: Gloria Taylor
Executive Director
2212 Morris, Corpus Christi, Texas 78405
Phone: 361-696-4030
Fax: N/A

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

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27. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

DocuSigned by:
Signature: Gloria Taylor
6B9D16BF34884A9...
Printed Name: Gloria Taylor
Title: Executive Director
Date: 7/9/2021

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director, Contracts and Procurement

Date: _____

Attached and Incorporated by Reference:

Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule
Attachment C: Insurance and Bond Requirements
Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 3529
Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A - SCOPE OF WORK

Background

- A. The Community Youth Development (CYD) program was established in 1995 with funds authorized by the 74th Legislature for the purpose of reducing juvenile crime in areas of Texas with a high incidence of juvenile crime.
- B. The 78415 ZIP codes was identified by a methodology developed by an interagency workgroup that defined guidelines for the CYD program. The methodology involved identifying Texas counties with the highest number of juvenile arrests for violent offenses and then selecting ZIP codes with the highest number of juvenile probation referrals within each of those counties. The same methodology was used each year that the CYD program expanded.

Program Objectives

- A. The goal of CYD is to support youth by fostering safe spaces, positive relationships, and structured opportunities to build assets and skills. These supports lead to strengthened connections, engagement, and contribution to the community.
- B. CYD provides an array of positive youth development program opportunities such as Mentoring, Youth Advisory Committee, Youth Leadership Development, and Post-High School Readiness in select ZIP Codes. Supports offered under CYD should meet the DFPS goal to increase protective factors and developmental assets, thus increasing the likelihood of positive outcomes for Youth. Protective Factors in this context are a broad set of characteristics and environmental supports that increase an individual's ability to avoid risks and promote social and emotional competence to thrive in all aspects of life, now and in the future.
- C. Protective Factors as defined by the Office of Juvenile Justice and Delinquency Prevention (OJJDP) are typically organized into the following domains:
 - 1. Individual
 - 2. Family
 - 3. Peer
 - 4. School
 - 5. Community
- D. CYD uses a Positive Youth Development Framework according to the Interagency Working Group on Youth Programs, Positive Youth Development is an intentional, pro-social approach that engages Youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances young people's strengths; and promotes positive outcomes for young people by

providing opportunities, fostering positive relationships, and furnishing the support needed to build on their leadership strength. A Positive Youth Development (PYD) approach moves beyond solely preventing and removing risk behaviors to understanding the skills, attributes, and developmental assets that are needed to prepare young people to grow into thriving adults. PYD engages Youth as resources to be nurtured, rather than focusing on a problem to be changed.

- E. Several frameworks have been developed that can help programs easily and effectively incorporate Positive Youth Development into their ongoing work with Youth. Once such framework is the Developmental Assets framework from the Search Institute. The framework, based in research in Youth development, resiliency, and prevention, identifies 40 internal and external assets that have been shown to lead to thriving behaviors in Youth, reduce Youth engagement in risk-behaviors, and increase resiliency.
- F. Programs must be intentionally designed and built to promote the growth of these 40 Developmental Assets in Youth.

Eligibility

- A. The eligible population requirements are described below:
 - 1. The Contractor(s) will serve youth ages 6-17 and their Families who live in or attend public school in the 78415 ZIP code or attend school at a public middle or high school located outside of the 78415 ZIP Code that has at least 30% enrollment from the 78415 ZIP Code.
 - 2. The target age range for Youth served is 10 - 17 years. Youth under age 6 are not eligible for CYD. Youth served from ages 6-9 cannot exceed 30% of the Performance Measure for annual unduplicated Index Youth served.
 - 3. Youth who turn 18 years old during the school year will be permitted to participate in CYD until meeting program goals or the end of the current fiscal year, provided they were 6-17 years old when first enrolled in CYD.
 - 4. Family members of Index Youth are eligible if the goal of the activity or opportunity involves promoting Positive Youth Development or increasing Protective Factors of Youth.
- B. Eligible public CYD Schools
 - High Schools Mary Carroll High School, 5301 Weber
Foy H. Moody High School, 1818 Trojan Drive
 - Middle Schools Tom Browne Middle School, 4301 Schanen Blvd.
Baker Middle School, 3445 Pecan Street
Cunningham at South Park Middle School, 3001 McArdle Road
 - Elementary Berlanga Elementary, 4120 Carroll Ln
Early Childhood Development Center, 6300 Ocean Drive

Fannin Elementary, 2730 Gollihar
Galvan Elementary, 3126 Masterson Drive
Hicks Elementary, 3602 McArdle Road
Houston Elementary, 363 Norton Street
Kostoryz Elementary, 3602 Panama Drive
Sanders Elementary, 4102 Republic Drive
Travis Elementary, 3210 Churchill Drive

C. As a prevention program, CYD is intended to serve youths who have not already been involved in the juvenile justice system, but who are at-risk of becoming involved. Youth whose cases are pre-adjudicated, informally adjudicated, or whose adjudication has been deferred are eligible for CYD services. Contractors are not required to verify lack of involvement in the juvenile justice system but are required to complete risk factors for each youth. To be eligible to participate in the CYD program, Youth must exhibit at least two of the following priority characteristics:

- Behavioral concern
- Current or former military connection
- Current or past alcohol abuse – Caregiver
- Current or past alcohol abuse – Index Youth
- Current or past child maltreatment or child welfare involvement
- Current or past conflict at school
- Current or past criminal justice involvement – Index Youth
- Current or past domestic or interpersonal violence
- Current of past use or abuse of other substance – Index Youth
- Developmental delay or disability – Caregiver
- Developmental delay or disability – Index Youth
- Family dynamics or structure concern
- Family or household conflict
- High stress level
- Homeless or runaway
- Household has a child with developmental delays or disabilities
- Household has a history of alcohol abuse or a need for alcohol abuse treatment
- Household has a history of substance abuse or needs substance abuse treatment
- Low school attainment – Caregiver

- Low-income household
 - Mental health concern – Caregiver
 - Mental health concern – Index Youth
 - Parenting skills concern
 - School engagement concern
 - Social support concern
 - Household contains an enrollee who is pregnant and under 21
- D. Contractors are not limited to serving only youth who are eligible for CYD services. It is necessary to note however, that only services provided to eligible youth, as defined above, can be reimbursed through CYD. Contractors must track and document services provided to eligible and non-eligible participants to support amounts billed to CYD and to determine CYD performance measures.

Scope of Services

- A. The CYD program will fund prevention services that are directly linked to juvenile delinquency prevention. Intervention services, including diversion programs, are not appropriate under the CYD model. To the greatest extent possible, services should be designed to appeal to those youth most vulnerable to juvenile delinquency. The City is responsible for ensuring an appropriate balance between intensive programs that serve a limited number of youth and less intensive programs that can serve greater numbers of youth. In determining which services will be funded, the City with the help of the Review Committee will consider the overall potential impact on the ZIP code based on the number of youth to be served, the hours of intensity with the youth, the need in the community and other factors.
- B. A diverse array of services can be provided through the CYD program.
- C. Any activities related to boxing cannot be funded through the CYD program. Supplanting of funds is unallowable. For any service to be provided, the Fiscal Agent must ensure that services do not duplicate those already provided in the community through other funding sources, but do fill gaps in service and enhance or compliment other services. All participants must enter the program voluntarily. Voluntarily means that the Family or Youth must not be coerced, court ordered, or mandated to participate in CYD. Contractor cannot charge Participants a fee for participating in a program or for any program participation-related costs.
- D. Direct service staff of the Contractor must be at least 18 years of age, have a High School Diploma or GED, and 1 year of experience in the health and human services field to include work with youth.
- E. Required Programming for the 78415 Zip Code as required by DFPS. Required CYD Program Components each City must implement the following Youth-focused opportunities: Mentoring, Youth Advisory Committee (YAC), Youth

Leadership Development (YLD), and Post High School Readiness (PHSR). These four services will take precedence over other programs when funding is considered. The four Core Services are as follows:

1. Mentoring –

- a. Research affirms the significant positive effects that quality Mentoring relationships have on the developmental outcomes and opportunities for young people. Mentoring takes place between young persons (i.e., mentees) and older or more experienced persons (i.e., mentors) who are acting in a non-professional helping capacity to provide support that benefits one or more areas of the mentee's development. Mentoring must primarily focus on facilitating an ongoing positive relationship between the Youth and a caring adult role model who provides help to the younger person as he or she goes through life. Following the Elements of Effective Practice for Mentoring research from the National Mentoring Partnership, each mentor program should have a Theory of Change that explains how the Mentoring, and the activities that mentors and mentees engage in, will result in the desired outcomes at the Participant and Community level.
- b. The Contractor must have program guidelines for its Mentoring program. These guidelines should include requirements for:
 - i. Recruitment (mentors and mentees): Description of eligibility requirements; expectations for Mentoring relationship and outcomes; target audience for recruitment, and; methods of recruitment.
 - ii. Screening: Description of application and interview process; criteria for accepting or disqualifying applicants; assessing safety and suitability for Youth; comprehensive background check; references check; written agreement with expectations for length of relationship and frequency of meeting.
 - iii. Training: Description of required number of training hours and mode of training to be used. Training content must include:
 - allowable contact between a mentor and mentee (e.g., only at school or in community);
 - a definition of Mentoring;
 - the role of a mentor and a mentee;
 - guidelines for any financial transactions to include gifts;
 - sources of assistance available to support mentors;
 - initiation and termination or closure of mentoring relationship;
 - warning signs and problem solving for certain mentee behaviors or crises (e.g., self-harm, suicidal ideation, aggression, etc.);

- risk management policies (appropriate physical contact, safety, transportation of mentees, mandatory reporting requirements, confidentiality and anonymity, money, photos and social media use, emergency procedures, etc.); and
 - expectations for the frequency of connecting and length relationship for both the mentor and mentee.
- c. Matching and Initiating Mentor Relationship: Description of matching process should consider characteristics of mentor and mentee; Program staff member present for initial in-person meeting between the mentor and mentee to sign commitment agreement consenting to the rules and requirements (e.g., frequency, intensity and duration of match meetings, roles of each person involved in the mentoring relationship, frequency of contact with program staff), and risk management policies; Parental notification and consent process.
- d. Monitoring and Support: Description of supervision, support, and feedback provided to mentors; program staff follow up with mentor and mentee after meeting; regularly assess fitness of match; program staff provides mentors with access to relevant community resources for Youth and referral agencies.
- e. Relationship closure: Description of procedure to manage, document, and notify Participants of anticipated and unanticipated closures; program conducts exit interview with mentors and mentees; program has a written policy and procedure for managing re-matching; review of program rules for post-closure contact.
- f. Additional mentor program requirements and restrictions:
- i. Peer mentoring and family mentoring programs do NOT satisfy this requirement.
 - ii. Mentoring must be conducted in individual or small group settings. The ratio of Mentoring for group settings should be no greater than four Youth to one mentor.
 - iii. Most Mentoring should be in person, Contractor must provide justification for any virtual programming.

2. Youth Advisory Committee (YAC) –

- a. The YAC is an advisory body of young leaders currently participating the CYD program.
- b. The goal of the YAC is to promote the voice and choice of a consistent group of young leaders through structured, monthly, Youth-led meetings.
- c. The YAC will provide input, give feedback, and participate in decision-making to help shape their local CYD program, as well as assess and

address the needs of their Community by planning and implementing meaningful service-learning projects.

- d. The YAC must include 10-20 Youth, comprised of both middle- and high-school Youth between the ages of 13 and 17.
- e. The YAC must meet monthly, at a minimum, and must have between 10 and 20 Youth in attendance at each meeting, with the expectation that Youth are consistently attending and participating in YAC meetings. Typically, at least an hour per monthly meeting is needed to accomplish the goals of the YAC.
- f. Contractor should indicate the types of locations where meetings will take place and how they will ensure the safety of Youth at the location, as well as ensure transportation to and from the meetings and address any barriers to recruitment or consistent participation and engagement.
- g. YAC Youth must be engaged in outreach and awareness efforts and involved in the development and implementation of the CSNA for CYD:
 - i. Outreach and Awareness – YAC Youth must be involved in promoting the CYD programming within their Communities to engage additional Youth into CYD. This could include, but is not limited to, engaging YAC members in planning and implementation of program recruitment strategy, conducting outreach and awareness activities, and developing marketing materials.
 - ii. Active Participation related to CSNA – YAC Youth must be involved in the development and implementation of the CSNA. Youth must be involved in collecting feedback from local Youth, including CYD Participants, about needs for CYD programs and activities, and the impact of CYD on Positive Youth Development.
- h. YAC Youth must receive Youth Leadership Development (YLD) in addition to participating on the YAC.
- i. To ensure YAC goals for Youth safety, engagement, participation, leadership skill and community building are met, each CYD program must have a dedicated staff member as the YAC Coordinator.
- j. The YAC is intended to be a singular advisory body. If Contractor chooses to facilitate two or more independent YAC groups that meet separately, a monthly opportunity must be provided for all YAC members to meet as a singular advisory body.
- k. Selected YAC Youth must participate in the annual CYD Youth Summit. Pending available funding, typically 6 Youth (3 male, 3 female) will be chosen from each contract, with 1 chaperone per 3 Youth. YAC Coordinator must attend as one of the chaperones and provide any needed support to Youth while at Youth Summit or needed by the Youth Summit coordinating body. The Youth Summit is intended to strengthen

local YAC and develop leadership skills, while networking with other YAC Youth from across the state. YAC Youth participation will be at the discretion of the CYD Youth Summit Contractor.

3. Youth Leadership Development (YLD) –

- a. youth Leadership Development is part of the Youth development process and supports young people in developing: the ability to analyze their own strengths and weaknesses, set personal and vocational goals, and have the self-esteem, confidence, motivation, and abilities to carry them out (including the ability to establish support networks in order to fully participate in Community life and effect positive social change); and the ability to guide or direct others on a course of action, influence the opinions and behaviors of others, and serve as a role model. The YLD program component must view Youth as resources and build on their strengths and capabilities to develop within their own community
- b. The YLD program component should be intentionally designed as a multi-week experience that provides participants a comprehensive understanding of leadership history, philosophies, attitudes, and skills and that allows opportunities for hands on application and practice.
- c. To meet the requirements of YLD, each program must contain all three of the following elements:

Table 3	YLD Elements
Element	Element Description
1. Leadership Knowledge	An examination of leadership history, leadership philosophies, key leadership characteristics, and leadership styles. This element may include self-assessments, activities focused on developing a personal leadership philosophy, leadership case studies, book clubs featuring specific leaders or leadership practices, etc.
2. Leadership Skill Building	The opportunity to learn about and practice key leadership skills in a safe, supportive environment. This element should include leadership skill activities, practice, and reflection. Leadership skills might include, but are not limited to: teambuilding, communication, conflict resolution, goal-setting, responsible decision making, problem solving, embracing diversity, time management, creative thinking, project planning.
3. Leadership in Action	Putting leadership skills into action through real-life application. This might include Youth-led projects, service learning opportunities, other project-based learning opportunities, etc.
(Adapted from <i>Designing Student Leadership Programs: Transforming the Leadership Potential of Youth</i> by Mariam G. MacGregor)	

- d. YLD programs should be created with a Scope and Sequence that provide opportunities for Youth to engage in all three of the above elements over the course of the program cycle, however that is defined by the Contractor (3 months, 6 months, 12 months, etc.) A general Scope and Sequence for a multi-week program must be mapped out before the YLD program begins that identifies which YLD elements are being addressed each week of the YLD program cycle. Please refer to Attachment C - Scope and Sequence for a template and example Scope and Sequence of a multi-week YLD program incorporating all three YLD elements. Contractor should include YLD Scope and Sequence in Attachment B, Project Work Plan.
- e. If a program does not contain each of the elements listed above over the course of the program cycle, it does not meet the criteria of YLD and should be recorded in PEIRS as 'Curriculum-Based Life Skills' or 'Life Skills Non-Curriculum.'
- f. Contractor must offer YLD to Youth at least one time per calendar month.
- g. The YAC group alone does not satisfy the requirement for a Youth Leadership Development program. While all YAC participants must participate in YLD, the Contractor must offer a YLD program that is separate and distinct from the YAC with the capacity to serve additional Youth.

4. Post-High School Readiness (PHSR)

- a. Post-High School Readiness refers broadly to preparing young people for their transition from school to the multiple pathways after high school graduation, equipping Youth with the experiences and skills necessary to successfully manage the responsibilities required upon entering college, career, and workplace environments. Readiness is achieved by acquiring the learning competencies, intellectual capacities and experiences essential for all students to become lifelong learners; positive contributors to their families, workplaces and communities, as well as to become successfully engaged citizens of a global 21st century.
- b. Examples of Post-High School Readiness include, but are not limited, to:
 - i. Career exploration and workforce readiness: Provide a realistic view of work along with necessary skills and workplace ethics to successfully maintain employment. Activities to promote career planning and acquisition of workplace skills, including vocational training and academic planning specific to career goals. Assessment and planning integrate school experiences (coursework, extracurricular activities and vocational or career assessments) with community experiences (volunteer work, regular employment, job shadowing, and job fairs) toward career objectives. Other activities include job search assistance, interviewing skills training, assistance with disability-related accommodations, and job-finding training

(including résumé preparation, information on non-traditional career opportunities, and job application completion.)

- ii. College readiness: Provides the level of preparation needed for young people to enroll and succeed in postsecondary education. Activities offered should promote college planning skills in young people, which may include awareness of and preparation for school applications, pre-requisite testing, scholarship application and financial planning, college campus culture, intellectual norms in the academic environment, decision-making and assessing risky behavior, and expectations for engagement. Other activities could include college campus visits, test preparation, discussing expectations with current college students, and scholarship search assistance.
- iii. Curriculum-based life skills: Provide Youth activities that are based upon a written curriculum for individual skills development including, but not limited to, communication, self-control, anger management, problem solving, adapting to change, choosing friends wisely, healthy relationships, and independent living. Activities offered should promote healthy decision-making, goal setting, budget planning and financial literacy, healthy eating and nutrition, digital and civic literacy, healthy living and wellness, and self-advocacy.
- iv. Life Skills Non-Curriculum: Provide Youth with social, personal, and vocational skills and opportunities to help them achieve economic success, avoid involvement in criminal activity, and increase social competencies, e.g., conflict resolution, anger management, healthy relationships, career exploration, and interviewing skills.

F. Ancillary CYD Program Components

1. Ancillary programming is optional and selected by the Contractor to complement the CYD program. CYD programming must promote Protective Factors in Youth.

Examples of ancillary CYD programming include:

- a. youth-based curriculum class: Activities provided to Youth that are based upon a written curriculum.
- b. Family-Based Curriculum Class: Provided to the registered Index Youth or Caregiver along with their Family member(s.) These services are part of a specific written curriculum, e.g., family skills building, family effectiveness training, etc. These family programs encourage family unity, communication, improved decision-making skills and reduce family conflict.
- c. Family focused activity: Activity based, involve the Youth and at least one other Family member, and are not part of a written curriculum or counseling.

- d. Sports and Movement: Rewarding, challenging, and age-appropriate activities provided to Youth in a safe, structured, and positive environment, with the intent of promoting Positive Youth Development by way of a socializing effect through which Youth develop positive qualities. Examples may include organized sports or athletic activity, personal fitness, dance or movement. Boxing is not allowed.
- e. Arts and Cultural Enrichment: Programming to increase awareness, explore skill building, as well as develop and express creativity through developmentally appropriate activities involving visual or performance arts, culture, culinary arts, creative writing, digital arts, crafts or music.
- f. Academic Support: Designed to increase Youth engagement in the learning process, improved academic performance, Science, Technology, Engineering and Math (STEM) skill development, and bonding to the school (e.g., cooperative learning techniques," experiential learning" strategies, tutoring and basic skill building).
- g. Service Planning and Coordination: A strength-based approach that helps Youth assess their individual and developmental needs, identify available resources, and set goals to achieve specific desired outcomes leading to a healthy sense of self-reliance and interdependence with their community. Identifiable strengths and resources include family, cultural, spiritual, and other types of social and community-based assets and networks.

G. Family and Primary Caregiver Engagement Requirements:

- 1. Family engagement is associated with improved program outcomes. Parental involvement increases Youth participation in after-school programs, influences constructive Caregiver involvement in the home, and increases Protective Factors. Furthermore, father-figure involvement is linked to decreased drug use and decreased delinquent behavior.
- 2. Contractor must demonstrate a commitment to the meaningful involvement of Families and Primary Caregivers in CYD. There are several options to engage Families and Caregivers, with the intent to bring Youth and Families or Caregivers together in a meaningful way. The strategies that work best will depend on the dynamics of the Community served. Strategies may include Primary Caregiver leadership opportunities (volunteering at Youth-led events, participating alongside Youth on the local coalition, etc.), collaborative Parent Café or Youth Café events, family service learning, family nights, and many other strategies. Some ideas for Family or Primary Caregiver engagement can be found at:
- 3. https://cdn.ymaws.com/nafsce.org/resource/remgr/Toolkits/Boston_EngagingFamilies_Out.pdf.

4. Contractor must outline a plan for Family and Caregiver engagement in Exhibit D, Project Work Plan, outlining anticipated strategies and timelines for implementation.
5. At a minimum, one Family or Primary Caregiver event should be held each month of the fiscal year.
6. Activities or workshops serving only the Primary Caregiver such as parenting training or parenting skills classes, counseling, or stand-alone Parent Cafés will not fulfill the Family and Primary Caregiver engagement requirement of this RFP. If these services are identified as a need in a specific community, the Contractor should work in conjunction with their local Family And Youth Success (FAYS) Contractor as a resource and referral for these services.
7. Contractor may hold Family-inclusive opportunities that allow Index Youth and Caregivers to come together for a portion of the activity and split into Caregiver- and Youth-specific groups engage in deeper learning, if appropriate.

H. Additional Program Requirements

1. Focus on Out-of-School Time Programming
 - a. Under this grant, most of the programming during the school year should be offered during Out-of-School Time hours. This includes before school, afterschool, evenings and weekends. Programming that takes place while Youth are on summer break or other school breaks will vary by community and should align with programming gaps and Community needs.
 - b. There are greater opportunities for Youth to be left unsupervised during Out-of-School Time hours, which increase the opportunities for Youth to engage in risky behaviors such as substance abuse or juvenile crime (McCombs, Whitaker, & Yoo, 20171.) According to a 2019 report released by the Council For A Strong America, the majority of juvenile crime in Texas occurs between the hours of 2:00PM and 6:00PM. It benefits both Youth and their Communities to ensure Youth have access to enriching programming, safe spaces, and caring adults during Out-of-School Time hours. Programming during Out-of-School Time not only reduces the likelihood Youth will engage in risky behaviors, but also promotes increased academic performance, school connectedness, positive identity development, social-emotional skill development, physical and mental health, and civic development
2. Each CYD program should provide opportunities for Youth to increase developmental assets through participation. Each proposed program component (required and ancillary) should directly link to one or more of the Search Institute's identified 40 Developmental Assets:

a. External Assets

i. Support

- o Family support
- o Positive family communication
- o Other adult relationships
- o Caring neighborhood
- o Caring school climate
- o Parent involvement in schooling

ii. Empowerment

- o Community values Youth
- o Youth as resources
- o Service to others
- o Safety

iii. Boundaries and Expectations

- o Family boundaries
- o School boundaries
- o Neighborhood boundaries
- o Adult role models
- o Positive peer influence
- o High expectations

iv. Constructive Use of Time

- o Creative activities
- o Youth programs
- o Religious community
- o Time at home

b. Internal Assets

i. Commitment to Learning

- o Achievement motivation
- o School engagement
- o Homework
- o Bonding to school
- o Reading for pleasure

ii. Positive Values

- o Caring
- o Equality and social justice
- o Integrity
- o Honesty
- o Responsibility
- o Restraint

iii. Social Competencies

- o Planning and decision-making
- o Interpersonal competence
- o Cultural competence
- o Resistance skills
- o Peaceful conflict resolution

iv. Positive Identity

- o Personal power
- o Self-esteem
- o Sense of purpose
- o Positive view of personal future

3. Contractor must ensure that Youth are not denied or delayed services due to a wait list. The Contractor must have referral policies and procedures in place that provide alternative service options either through the Contractor or through other community resources when the Contractor is at capacity.
4. Contractor should offer programming that reflect a mix of intensive activities that serve a limited number of Youth (e.g. one on one Mentoring) with lower intensity activities that serve a higher number of Youth (e.g. group recreation).
5. Contractor must provide programming or activities each month of the fiscal year, including during the summer months.
6. Youth may not participate solely in one-time activities. If one-time activities are planned, they should be an added value for Youth already participating in other CYD services or for outreach and recruitments purposes and cannot be a stand-alone service.
7. Contractor must submit documentation of evidence-based, research or information on each proposed program with a curriculum by completing the Attachment D - PEI Evidence-Based Program Ranking Tool. Contractor may not provide programming with empirical evidence or theoretical basis indicating that the practice constitutes a risk of harm to those receiving it.
8. Contractor must ensure services are easily accessible to Youth. Contractor must offer programming at times and places that meet the needs of local Youth. In addition, the Contractor must address any Youth transportation barriers or needs, and coordinate or provide transportation of Youth to participate in CYD activities. Transportation costs are reimbursable.
9. Contractor must outline educational benefits of any planned field trips and how the field trips align with the goals of CYD in their Project Work Plan. Field trips must not expose the Participants to any unnecessary safety risks. Contractors are responsible for securing any necessary permission from Participant Caregivers related to travel or field trips.

10. Services are intended to be face-to-face in person. DFPS requires justification for any proposed virtual services.

I. MANAGEMENT OF CONTRACT

1. The Contractor must keep in mind the performance measures that must be met along with paperwork and administration requirements that must be completed in performing the CYD contract. Requirements include but are not limited to:
 - a. Comply with all DFPS contract requirements that apply to subcontracts and follow the Contractor's policies and procedures as well as OMB and TAC guidelines when managing the fiscal, administrative and program aspects of CYD;
 - b. Have policies and procedures in place for ongoing management of the CYD Program including planning and oversight of the overall program;
 - c. Administrative management to include but not limited to personnel requirements, records maintenance, and DFPS Background Check requirements;
 - d. Program management to include quality assurance processes to ensure appropriate service delivery and progress towards contract performance measures;
 - e. Collection and submission of program forms and monthly participant data from youth, including but not limited to Registration Forms, Risk Factor Surveys, Pre & Post Tests, and Satisfaction Surveys;
 - f. Support and at a minimum monthly supervision of all staff that provide direct services to clients, including volunteers. This supervision must provide the direct staff and volunteers an opportunity to gain professional development, support, and advice about their work with the clients;
 - g. Attendance at Community Collaborative Committee meetings and submission of quarterly reports;
 - h. Participation with CYD events and provider information meetings;
 - i. Collaboration with all CYD providers including participating in marketing of the program to the community;
 - j. Oversight to ensure that budget is appropriately managed to prevent any lapse in contract funds and ensuring that costs are reasonable, necessary, allowable and allocable under the contract and governing regulations (OMB circulars and the Texas Administrative Code).

J. Organizational Requirements

1. Contractor's organization must implement the following training requirements:

- a. Contractor should submit a training plan for all CYD workers; including volunteers, Subaward employees, and anyone else working on the Grant; that includes both initial and ongoing training. Staff training must include the following competencies:
 - i. New employee orientation;
 - ii. Cultural Humility (required annually;)
 - iii. Youth development (required annually;)
 - iv. Evidence-Based or Promising Practice Program training (when appropriate);
 - v. 40 Developmental Assets Training; and
 - vi. Youth Program Quality Assessment Training.
 - vii. Additional training topics may include, but are not limited to:
 - o Healthy relationships;
 - o Effective collaboration;
 - o Effective group or meeting facilitation;
 - o Ethics;
 - o Mental Health First Aid Training;
 - o Referrals and service connections;
 - o Substance use;
 - o Internet safety for youth;
 - o Bullying; or
 - o Suicide prevention and postvention.
2. Contractor are required to utilize the Youth Program Quality Assessment (YPQA) to assess the Contractor's activities and program offerings for responsiveness to the needs of CYD Youth and enhance their approach across the lifespan of the Grant. At a minimum, Contractors must complete the YPQA Basics Training within year one of the Grant. In person training on the YPQA Basics is highly preferred but may be completed virtually if necessary.
3. All service providers who meets the definition of "childcare" according to Texas Human Resources Code, Chapter 42, must apply to the appropriate regional childcare licensing office for licensing determination. DFPS must issue a current license or exemption for each CYD program. The City of Corpus Christi must review the results of this determination for compliance. If the scope of services offered through CYD changes, the service provider must reapply for either a license or exemption.

ATTACHMENT B - BID/PRICING SCHEDULE

Contractor	Communities in Schools of the Coastal Bend		
Contract No.			
Contract Period	9/1/21 - 8/31/2022		
Cost Categories	(A.)	(B.)	(C.)
	Reimbursable	Other (Match)	Program Total
(1A) Personnel - Salaries	\$133,928.00	\$0.00	\$133,928.00
(1B) Personnel - Fringe Benefits - by Employee	\$0.00	\$0.00	\$0.00
(1C) Personnel - Fringe Benefits - by Type	\$24,399.48	\$0.00	\$24,399.48
(2) Travel	\$1,262.70	\$0.00	\$1,262.70
(3) Supplies and Controlled Assets	\$13,775.00	\$0.00	\$13,775.00
(4) Capital Equipment (greater than \$5K)	\$0.00	\$0.00	\$0.00
(5) Other Costs	\$11,988.00	\$0.00	\$11,988.00
Direct Costs Total	\$185,353.18	\$0.00	\$185,353.18
Indirect Costs Total (if applicable)	\$0.00	\$0.00	\$0.00
TOTAL	\$185,353.18	\$0.00	\$185,353.18

100%

0%

100.0%

DocuSigned by:

Certified By:	<i>Gloria Taylor</i>
Name:	Gloria Taylor
Title:	Executive Director
Date:	7/7/2021

ATTACHMENT C - INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
CRIME/EMPLOYEE DISHONESTY Contractor shall name the City of Corpus Christi, Texas as Loss Payee	\$1,000,000 Per Claims Made

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
 - List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.

- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2020 Insurance Requirements

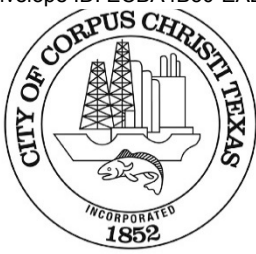
Ins. Req. Exhibit 3-N

Professional Services – Crime-Employee Dishonesty

04/14/2020 Risk Management – Legal Dept

ATTACHMENT D – WARRANTY

No warranty is required therefore, Section 8, Warranty Requirements subsections 8(A) and (B) are hereby void.



SERVICE AGREEMENT NO. 3763

COMMUNITY YOUTH DEVELOPMENT PROGRAM SERVICES

THIS **Community Youth Development Program Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and YWCA Corpus Christi ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Community Youth Development Program Services in response to Request for Bid/Proposal No. 3529 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Community Youth Development Program Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
2. **Term.**
 - (A) This Agreement is for twelve months. The parties may mutually extend the term of this Agreement for up to four additional twelve-month periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.
 - (B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$37,941.10, subject to approved extensions and changes. Payment will be made for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance

with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Sandra Alvarez
Parks and Recreation
361-826-4028
sandraa@cctexas.com

5. **Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.
- 7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
- 8. Warranty.**
- (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
- (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
- (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
- 9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City

Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
12. **Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
13. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Sandra Alvarez
Community Youth Development Program Manager
P.O. Box 9277, Corpus Christi, Texas 78469-9277
Phone: 361-826-4028
Fax: 361-826-3864

IF TO CONTRACTOR:

YWCA Corpus Christi
Attn: Nancy Wesson-Dodd
President/CEO
4601 Corona Drive, Corpus Christi, Texas 78411
Phone: 361-857-5661 Ext. 103
Fax: 361-857-0254

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

27. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

DocuSigned by:
Signature: Nancy Wesson-Dodd
AAFG000DA4B1449...
Printed Name: Nancy Wesson-Dodd
Title: CEO
Date: 7/13/2021

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director, Contracts and Procurement

Date: _____

Attached and Incorporated by Reference:

Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule
Attachment C: Insurance and Bond Requirements
Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 3529
Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A - SCOPE OF WORK

Background

- A. The Community Youth Development (CYD) program was established in 1995 with funds authorized by the 74th Legislature for the purpose of reducing juvenile crime in areas of Texas with a high incidence of juvenile crime.
- B. The 78415 ZIP codes was identified by a methodology developed by an interagency workgroup that defined guidelines for the CYD program. The methodology involved identifying Texas counties with the highest number of juvenile arrests for violent offenses and then selecting ZIP codes with the highest number of juvenile probation referrals within each of those counties. The same methodology was used each year that the CYD program expanded.

Program Objectives

- A. The goal of CYD is to support youth by fostering safe spaces, positive relationships, and structured opportunities to build assets and skills. These supports lead to strengthened connections, engagement, and contribution to the community.
- B. CYD provides an array of positive youth development program opportunities such as Mentoring, Youth Advisory Committee, Youth Leadership Development, and Post-High School Readiness in select ZIP Codes. Supports offered under CYD should meet the DFPS goal to increase protective factors and developmental assets, thus increasing the likelihood of positive outcomes for Youth. Protective Factors in this context are a broad set of characteristics and environmental supports that increase an individual's ability to avoid risks and promote social and emotional competence to thrive in all aspects of life, now and in the future.
- C. Protective Factors as defined by the Office of Juvenile Justice and Delinquency Prevention (OJJDP) are typically organized into the following domains:
 - 1. Individual
 - 2. Family
 - 3. Peer
 - 4. School
 - 5. Community
- D. CYD uses a Positive Youth Development Framework according to the Interagency Working Group on Youth Programs, Positive Youth Development is an intentional, pro-social approach that engages Youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances young people's strengths; and promotes positive outcomes for young people by

providing opportunities, fostering positive relationships, and furnishing the support needed to build on their leadership strength. A Positive Youth Development (PYD) approach moves beyond solely preventing and removing risk behaviors to understanding the skills, attributes, and developmental assets that are needed to prepare young people to grow into thriving adults. PYD engages Youth as resources to be nurtured, rather than focusing on a problem to be changed.

- E. Several frameworks have been developed that can help programs easily and effectively incorporate Positive Youth Development into their ongoing work with Youth. Once such framework is the Developmental Assets framework from the Search Institute. The framework, based in research in Youth development, resiliency, and prevention, identifies 40 internal and external assets that have been shown to lead to thriving behaviors in Youth, reduce Youth engagement in risk-behaviors, and increase resiliency.
- F. Programs must be intentionally designed and built to promote the growth of these 40 Developmental Assets in Youth.

Eligibility

- A. The eligible population requirements are described below:
 - 1. The Contractor(s) will serve youth ages 6-17 and their Families who live in or attend public school in the 78415 ZIP code or attend school at a public middle or high school located outside of the 78415 ZIP Code that has at least 30% enrollment from the 78415 ZIP Code.
 - 2. The target age range for Youth served is 10 - 17 years. Youth under age 6 are not eligible for CYD. Youth served from ages 6-9 cannot exceed 30% of the Performance Measure for annual unduplicated Index Youth served.
 - 3. Youth who turn 18 years old during the school year will be permitted to participate in CYD until meeting program goals or the end of the current fiscal year, provided they were 6-17 years old when first enrolled in CYD.
 - 4. Family members of Index Youth are eligible if the goal of the activity or opportunity involves promoting Positive Youth Development or increasing Protective Factors of Youth.
- B. Eligible public CYD Schools
 - High Schools Mary Carroll High School, 5301 Weber
Foy H. Moody High School, 1818 Trojan Drive
 - Middle Schools Tom Browne Middle School, 4301 Schanen Blvd.
Baker Middle School, 3445 Pecan Street
Cunningham at South Park Middle School, 3001 McArdle Road
 - Elementary Berlanga Elementary, 4120 Carroll Ln
Early Childhood Development Center, 6300 Ocean Drive

Fannin Elementary, 2730 Gollihar
Galvan Elementary, 3126 Masterson Drive
Hicks Elementary, 3602 McArdle Road
Houston Elementary, 363 Norton Street
Kostoryz Elementary, 3602 Panama Drive
Sanders Elementary, 4102 Republic Drive
Travis Elementary, 3210 Churchill Drive

C. As a prevention program, CYD is intended to serve youths who have not already been involved in the juvenile justice system, but who are at-risk of becoming involved. Youth whose cases are pre-adjudicated, informally adjudicated, or whose adjudication has been deferred are eligible for CYD services. Contractors are not required to verify lack of involvement in the juvenile justice system but are required to complete risk factors for each youth. To be eligible to participate in the CYD program, Youth must exhibit at least two of the following priority characteristics:

- Behavioral concern
- Current or former military connection
- Current or past alcohol abuse – Caregiver
- Current or past alcohol abuse – Index Youth
- Current or past child maltreatment or child welfare involvement
- Current or past conflict at school
- Current or past criminal justice involvement – Index Youth
- Current or past domestic or interpersonal violence
- Current of past use or abuse of other substance – Index Youth
- Developmental delay or disability – Caregiver
- Developmental delay or disability – Index Youth
- Family dynamics or structure concern
- Family or household conflict
- High stress level
- Homeless or runaway
- Household has a child with developmental delays or disabilities
- Household has a history of alcohol abuse or a need for alcohol abuse treatment
- Household has a history of substance abuse or needs substance abuse treatment
- Low school attainment – Caregiver

- Low-income household
 - Mental health concern – Caregiver
 - Mental health concern – Index Youth
 - Parenting skills concern
 - School engagement concern
 - Social support concern
 - Household contains an enrollee who is pregnant and under 21
- D. Contractors are not limited to serving only youth who are eligible for CYD services. It is necessary to note however, that only services provided to eligible youth, as defined above, can be reimbursed through CYD. Contractors must track and document services provided to eligible and non-eligible participants to support amounts billed to CYD and to determine CYD performance measures.

Scope of Services

- A. The CYD program will fund prevention services that are directly linked to juvenile delinquency prevention. Intervention services, including diversion programs, are not appropriate under the CYD model. To the greatest extent possible, services should be designed to appeal to those youth most vulnerable to juvenile delinquency. The City is responsible for ensuring an appropriate balance between intensive programs that serve a limited number of youth and less intensive programs that can serve greater numbers of youth. In determining which services will be funded, the City with the help of the Review Committee will consider the overall potential impact on the ZIP code based on the number of youth to be served, the hours of intensity with the youth, the need in the community and other factors.
- B. A diverse array of services can be provided through the CYD program.
- C. Any activities related to boxing cannot be funded through the CYD program. Supplanting of funds is unallowable. For any service to be provided, the Fiscal Agent must ensure that services do not duplicate those already provided in the community through other funding sources, but do fill gaps in service and enhance or compliment other services. All participants must enter the program voluntarily. Voluntarily means that the Family or Youth must not be coerced, court ordered, or mandated to participate in CYD. Contractor cannot charge Participants a fee for participating in a program or for any program participation-related costs.
- D. Direct service staff of the Contractor must be at least 18 years of age, have a High School Diploma or GED, and 1 year of experience in the health and human services field to include work with youth.
- E. Required Programming for the 78415 Zip Code as required by DFPS. Required CYD Program Components each City must implement the following Youth-focused opportunities: Mentoring, Youth Advisory Committee (YAC), Youth

Leadership Development (YLD), and Post High School Readiness (PHSR). These four services will take precedence over other programs when funding is considered. The four Core Services are as follows:

1. Mentoring –

- a. Research affirms the significant positive effects that quality Mentoring relationships have on the developmental outcomes and opportunities for young people. Mentoring takes place between young persons (i.e., mentees) and older or more experienced persons (i.e., mentors) who are acting in a non-professional helping capacity to provide support that benefits one or more areas of the mentee's development. Mentoring must primarily focus on facilitating an ongoing positive relationship between the Youth and a caring adult role model who provides help to the younger person as he or she goes through life. Following the Elements of Effective Practice for Mentoring research from the National Mentoring Partnership, each mentor program should have a Theory of Change that explains how the Mentoring, and the activities that mentors and mentees engage in, will result in the desired outcomes at the Participant and Community level.
- b. The Contractor must have program guidelines for its Mentoring program. These guidelines should include requirements for:
 - i. Recruitment (mentors and mentees): Description of eligibility requirements; expectations for Mentoring relationship and outcomes; target audience for recruitment, and; methods of recruitment.
 - ii. Screening: Description of application and interview process; criteria for accepting or disqualifying applicants; assessing safety and suitability for Youth; comprehensive background check; references check; written agreement with expectations for length of relationship and frequency of meeting.
 - iii. Training: Description of required number of training hours and mode of training to be used. Training content must include:
 - allowable contact between a mentor and mentee (e.g., only at school or in community);
 - a definition of Mentoring;
 - the role of a mentor and a mentee;
 - guidelines for any financial transactions to include gifts;
 - sources of assistance available to support mentors;
 - initiation and termination or closure of mentoring relationship;
 - warning signs and problem solving for certain mentee behaviors or crises (e.g., self-harm, suicidal ideation, aggression, etc.);

- risk management policies (appropriate physical contact, safety, transportation of mentees, mandatory reporting requirements, confidentiality and anonymity, money, photos and social media use, emergency procedures, etc.); and
 - expectations for the frequency of connecting and length relationship for both the mentor and mentee.
- c. Matching and Initiating Mentor Relationship: Description of matching process should consider characteristics of mentor and mentee; Program staff member present for initial in-person meeting between the mentor and mentee to sign commitment agreement consenting to the rules and requirements (e.g., frequency, intensity and duration of match meetings, roles of each person involved in the mentoring relationship, frequency of contact with program staff), and risk management policies; Parental notification and consent process.
- d. Monitoring and Support: Description of supervision, support, and feedback provided to mentors; program staff follow up with mentor and mentee after meeting; regularly assess fitness of match; program staff provides mentors with access to relevant community resources for Youth and referral agencies.
- e. Relationship closure: Description of procedure to manage, document, and notify Participants of anticipated and unanticipated closures; program conducts exit interview with mentors and mentees; program has a written policy and procedure for managing re-matching; review of program rules for post-closure contact.
- f. Additional mentor program requirements and restrictions:
- i. Peer mentoring and family mentoring programs do NOT satisfy this requirement.
 - ii. Mentoring must be conducted in individual or small group settings. The ratio of Mentoring for group settings should be no greater than four Youth to one mentor.
 - iii. Most Mentoring should be in person, Contractor must provide justification for any virtual programming.

2. Youth Advisory Committee (YAC) –

- a. The YAC is an advisory body of young leaders currently participating the CYD program.
- b. The goal of the YAC is to promote the voice and choice of a consistent group of young leaders through structured, monthly, Youth-led meetings.
- c. The YAC will provide input, give feedback, and participate in decision-making to help shape their local CYD program, as well as assess and

address the needs of their Community by planning and implementing meaningful service-learning projects.

- d. The YAC must include 10-20 Youth, comprised of both middle- and high-school Youth between the ages of 13 and 17.
- e. The YAC must meet monthly, at a minimum, and must have between 10 and 20 Youth in attendance at each meeting, with the expectation that Youth are consistently attending and participating in YAC meetings. Typically, at least an hour per monthly meeting is needed to accomplish the goals of the YAC.
- f. Contractor should indicate the types of locations where meetings will take place and how they will ensure the safety of Youth at the location, as well as ensure transportation to and from the meetings and address any barriers to recruitment or consistent participation and engagement.
- g. YAC Youth must be engaged in outreach and awareness efforts and involved in the development and implementation of the CSNA for CYD:
 - i. Outreach and Awareness – YAC Youth must be involved in promoting the CYD programming within their Communities to engage additional Youth into CYD. This could include, but is not limited to, engaging YAC members in planning and implementation of program recruitment strategy, conducting outreach and awareness activities, and developing marketing materials.
 - ii. Active Participation related to CSNA – YAC Youth must be involved in the development and implementation of the CSNA. Youth must be involved in collecting feedback from local Youth, including CYD Participants, about needs for CYD programs and activities, and the impact of CYD on Positive Youth Development.
- h. YAC Youth must receive Youth Leadership Development (YLD) in addition to participating on the YAC.
- i. To ensure YAC goals for Youth safety, engagement, participation, leadership skill and community building are met, each CYD program must have a dedicated staff member as the YAC Coordinator.
- j. The YAC is intended to be a singular advisory body. If Contractor chooses to facilitate two or more independent YAC groups that meet separately, a monthly opportunity must be provided for all YAC members to meet as a singular advisory body.
- k. Selected YAC Youth must participate in the annual CYD Youth Summit. Pending available funding, typically 6 Youth (3 male, 3 female) will be chosen from each contract, with 1 chaperone per 3 Youth. YAC Coordinator must attend as one of the chaperones and provide any needed support to Youth while at Youth Summit or needed by the Youth Summit coordinating body. The Youth Summit is intended to strengthen

local YAC and develop leadership skills, while networking with other YAC Youth from across the state. YAC Youth participation will be at the discretion of the CYD Youth Summit Contractor.

3. Youth Leadership Development (YLD) –

- a. youth Leadership Development is part of the Youth development process and supports young people in developing: the ability to analyze their own strengths and weaknesses, set personal and vocational goals, and have the self-esteem, confidence, motivation, and abilities to carry them out (including the ability to establish support networks in order to fully participate in Community life and effect positive social change); and the ability to guide or direct others on a course of action, influence the opinions and behaviors of others, and serve as a role model. The YLD program component must view Youth as resources and build on their strengths and capabilities to develop within their own community
- b. The YLD program component should be intentionally designed as a multi-week experience that provides participants a comprehensive understanding of leadership history, philosophies, attitudes, and skills and that allows opportunities for hands on application and practice.
- c. To meet the requirements of YLD, each program must contain all three of the following elements:

Table 3	YLD Elements
Element	Element Description
1. Leadership Knowledge	An examination of leadership history, leadership philosophies, key leadership characteristics, and leadership styles. This element may include self-assessments, activities focused on developing a personal leadership philosophy, leadership case studies, book clubs featuring specific leaders or leadership practices, etc.
2. Leadership Skill Building	The opportunity to learn about and practice key leadership skills in a safe, supportive environment. This element should include leadership skill activities, practice, and reflection. Leadership skills might include, but are not limited to: teambuilding, communication, conflict resolution, goal-setting, responsible decision making, problem solving, embracing diversity, time management, creative thinking, project planning.
3. Leadership in Action	Putting leadership skills into action through real-life application. This might include Youth-led projects, service learning opportunities, other project-based learning opportunities, etc.
(Adapted from <i>Designing Student Leadership Programs: Transforming the Leadership Potential of Youth</i> by Mariam G. MacGregor)	

- d. YLD programs should be created with a Scope and Sequence that provide opportunities for Youth to engage in all three of the above elements over the course of the program cycle, however that is defined by the Contractor (3 months, 6 months, 12 months, etc.) A general Scope and Sequence for a multi-week program must be mapped out before the YLD program begins that identifies which YLD elements are being addressed each week of the YLD program cycle. Please refer to Attachment C - Scope and Sequence for a template and example Scope and Sequence of a multi-week YLD program incorporating all three YLD elements. Contractor should include YLD Scope and Sequence in Attachment B, Project Work Plan.
- e. If a program does not contain each of the elements listed above over the course of the program cycle, it does not meet the criteria of YLD and should be recorded in PEIRS as 'Curriculum-Based Life Skills' or 'Life Skills Non-Curriculum.'
- f. Contractor must offer YLD to Youth at least one time per calendar month.
- g. The YAC group alone does not satisfy the requirement for a Youth Leadership Development program. While all YAC participants must participate in YLD, the Contractor must offer a YLD program that is separate and distinct from the YAC with the capacity to serve additional Youth.

4. Post-High School Readiness (PHSR)

- a. Post-High School Readiness refers broadly to preparing young people for their transition from school to the multiple pathways after high school graduation, equipping Youth with the experiences and skills necessary to successfully manage the responsibilities required upon entering college, career, and workplace environments. Readiness is achieved by acquiring the learning competencies, intellectual capacities and experiences essential for all students to become lifelong learners; positive contributors to their families, workplaces and communities, as well as to become successfully engaged citizens of a global 21st century.
- b. Examples of Post-High School Readiness include, but are not limited, to:
 - i. Career exploration and workforce readiness: Provide a realistic view of work along with necessary skills and workplace ethics to successfully maintain employment. Activities to promote career planning and acquisition of workplace skills, including vocational training and academic planning specific to career goals. Assessment and planning integrate school experiences (coursework, extracurricular activities and vocational or career assessments) with community experiences (volunteer work, regular employment, job shadowing, and job fairs) toward career objectives. Other activities include job search assistance, interviewing skills training, assistance with disability-related accommodations, and job-finding training

(including résumé preparation, information on non-traditional career opportunities, and job application completion.)

- ii. College readiness: Provides the level of preparation needed for young people to enroll and succeed in postsecondary education. Activities offered should promote college planning skills in young people, which may include awareness of and preparation for school applications, pre-requisite testing, scholarship application and financial planning, college campus culture, intellectual norms in the academic environment, decision-making and assessing risky behavior, and expectations for engagement. Other activities could include college campus visits, test preparation, discussing expectations with current college students, and scholarship search assistance.
- iii. Curriculum-based life skills: Provide Youth activities that are based upon a written curriculum for individual skills development including, but not limited to, communication, self-control, anger management, problem solving, adapting to change, choosing friends wisely, healthy relationships, and independent living. Activities offered should promote healthy decision-making, goal setting, budget planning and financial literacy, healthy eating and nutrition, digital and civic literacy, healthy living and wellness, and self-advocacy.
- iv. Life Skills Non-Curriculum: Provide Youth with social, personal, and vocational skills and opportunities to help them achieve economic success, avoid involvement in criminal activity, and increase social competencies, e.g., conflict resolution, anger management, healthy relationships, career exploration, and interviewing skills.

F. Ancillary CYD Program Components

1. Ancillary programming is optional and selected by the Contractor to complement the CYD program. CYD programming must promote Protective Factors in Youth.

Examples of ancillary CYD programming include:

- a. youth-based curriculum class: Activities provided to Youth that are based upon a written curriculum.
- b. Family-Based Curriculum Class: Provided to the registered Index Youth or Caregiver along with their Family member(s.) These services are part of a specific written curriculum, e.g., family skills building, family effectiveness training, etc. These family programs encourage family unity, communication, improved decision-making skills and reduce family conflict.
- c. Family focused activity: Activity based, involve the Youth and at least one other Family member, and are not part of a written curriculum or counseling.

- d. Sports and Movement: Rewarding, challenging, and age-appropriate activities provided to Youth in a safe, structured, and positive environment, with the intent of promoting Positive Youth Development by way of a socializing effect through which Youth develop positive qualities. Examples may include organized sports or athletic activity, personal fitness, dance or movement. Boxing is not allowed.
- e. Arts and Cultural Enrichment: Programming to increase awareness, explore skill building, as well as develop and express creativity through developmentally appropriate activities involving visual or performance arts, culture, culinary arts, creative writing, digital arts, crafts or music.
- f. Academic Support: Designed to increase Youth engagement in the learning process, improved academic performance, Science, Technology, Engineering and Math (STEM) skill development, and bonding to the school (e.g., cooperative learning techniques," experiential learning" strategies, tutoring and basic skill building).
- g. Service Planning and Coordination: A strength-based approach that helps Youth assess their individual and developmental needs, identify available resources, and set goals to achieve specific desired outcomes leading to a healthy sense of self-reliance and interdependence with their community. Identifiable strengths and resources include family, cultural, spiritual, and other types of social and community-based assets and networks.

G. Family and Primary Caregiver Engagement Requirements:

- 1. Family engagement is associated with improved program outcomes. Parental involvement increases Youth participation in after-school programs, influences constructive Caregiver involvement in the home, and increases Protective Factors. Furthermore, father-figure involvement is linked to decreased drug use and decreased delinquent behavior.
- 2. Contractor must demonstrate a commitment to the meaningful involvement of Families and Primary Caregivers in CYD. There are several options to engage Families and Caregivers, with the intent to bring Youth and Families or Caregivers together in a meaningful way. The strategies that work best will depend on the dynamics of the Community served. Strategies may include Primary Caregiver leadership opportunities (volunteering at Youth-led events, participating alongside Youth on the local coalition, etc.), collaborative Parent Café or Youth Café events, family service learning, family nights, and many other strategies. Some ideas for Family or Primary Caregiver engagement can be found at:
- 3. https://cdn.ymaws.com/nafsce.org/resource/remgr/Toolkits/Boston_EngagingFamilies_Out.pdf.

4. Contractor must outline a plan for Family and Caregiver engagement in Exhibit D, Project Work Plan, outlining anticipated strategies and timelines for implementation.
5. At a minimum, one Family or Primary Caregiver event should be held each month of the fiscal year.
6. Activities or workshops serving only the Primary Caregiver such as parenting training or parenting skills classes, counseling, or stand-alone Parent Cafés will not fulfill the Family and Primary Caregiver engagement requirement of this RFP. If these services are identified as a need in a specific community, the Contractor should work in conjunction with their local Family And Youth Success (FAYS) Contractor as a resource and referral for these services.
7. Contractor may hold Family-inclusive opportunities that allow Index Youth and Caregivers to come together for a portion of the activity and split into Caregiver- and Youth-specific groups engage in deeper learning, if appropriate.

H. Additional Program Requirements

1. Focus on Out-of-School Time Programming
 - a. Under this grant, most of the programming during the school year should be offered during Out-of-School Time hours. This includes before school, afterschool, evenings and weekends. Programming that takes place while Youth are on summer break or other school breaks will vary by community and should align with programming gaps and Community needs.
 - b. There are greater opportunities for Youth to be left unsupervised during Out-of-School Time hours, which increase the opportunities for Youth to engage in risky behaviors such as substance abuse or juvenile crime (McCombs, Whitaker, & Yoo, 20171.) According to a 2019 report released by the Council For A Strong America, the majority of juvenile crime in Texas occurs between the hours of 2:00PM and 6:00PM. It benefits both Youth and their Communities to ensure Youth have access to enriching programming, safe spaces, and caring adults during Out-of-School Time hours. Programming during Out-of-School Time not only reduces the likelihood Youth will engage in risky behaviors, but also promotes increased academic performance, school connectedness, positive identity development, social-emotional skill development, physical and mental health, and civic development
2. Each CYD program should provide opportunities for Youth to increase developmental assets through participation. Each proposed program component (required and ancillary) should directly link to one or more of the Search Institute's identified 40 Developmental Assets:

a. External Assets

i. Support

- o Family support
- o Positive family communication
- o Other adult relationships
- o Caring neighborhood
- o Caring school climate
- o Parent involvement in schooling

ii. Empowerment

- o Community values Youth
- o Youth as resources
- o Service to others
- o Safety

iii. Boundaries and Expectations

- o Family boundaries
- o School boundaries
- o Neighborhood boundaries
- o Adult role models
- o Positive peer influence
- o High expectations

iv. Constructive Use of Time

- o Creative activities
- o Youth programs
- o Religious community
- o Time at home

b. Internal Assets

i. Commitment to Learning

- o Achievement motivation
- o School engagement
- o Homework
- o Bonding to school
- o Reading for pleasure

ii. Positive Values

- o Caring
- o Equality and social justice
- o Integrity
- o Honesty
- o Responsibility
- o Restraint

iii. Social Competencies

- o Planning and decision-making
- o Interpersonal competence
- o Cultural competence
- o Resistance skills
- o Peaceful conflict resolution

iv. Positive Identity

- o Personal power
- o Self-esteem
- o Sense of purpose
- o Positive view of personal future

3. Contractor must ensure that Youth are not denied or delayed services due to a wait list. The Contractor must have referral policies and procedures in place that provide alternative service options either through the Contractor or through other community resources when the Contractor is at capacity.
4. Contractor should offer programming that reflect a mix of intensive activities that serve a limited number of Youth (e.g. one on one Mentoring) with lower intensity activities that serve a higher number of Youth (e.g. group recreation).
5. Contractor must provide programming or activities each month of the fiscal year, including during the summer months.
6. Youth may not participate solely in one-time activities. If one-time activities are planned, they should be an added value for Youth already participating in other CYD services or for outreach and recruitments purposes and cannot be a stand-alone service.
7. Contractor must submit documentation of evidence-based, research or information on each proposed program with a curriculum by completing the Attachment D - PEI Evidence-Based Program Ranking Tool. Contractor may not provide programming with empirical evidence or theoretical basis indicating that the practice constitutes a risk of harm to those receiving it.
8. Contractor must ensure services are easily accessible to Youth. Contractor must offer programming at times and places that meet the needs of local Youth. In addition, the Contractor must address any Youth transportation barriers or needs, and coordinate or provide transportation of Youth to participate in CYD activities. Transportation costs are reimbursable.
9. Contractor must outline educational benefits of any planned field trips and how the field trips align with the goals of CYD in their Project Work Plan. Field trips must not expose the Participants to any unnecessary safety risks. Contractors are responsible for securing any necessary permission from Participant Caregivers related to travel or field trips.

10. Services are intended to be face-to-face in person. DFPS requires justification for any proposed virtual services.

I. MANAGEMENT OF CONTRACT

1. The Contractor must keep in mind the performance measures that must be met along with paperwork and administration requirements that must be completed in performing the CYD contract. Requirements include but are not limited to:
 - a. Comply with all DFPS contract requirements that apply to subcontracts and follow the Contractor's policies and procedures as well as OMB and TAC guidelines when managing the fiscal, administrative and program aspects of CYD;
 - b. Have policies and procedures in place for ongoing management of the CYD Program including planning and oversight of the overall program;
 - c. Administrative management to include but not limited to personnel requirements, records maintenance, and DFPS Background Check requirements;
 - d. Program management to include quality assurance processes to ensure appropriate service delivery and progress towards contract performance measures;
 - e. Collection and submission of program forms and monthly participant data from youth, including but not limited to Registration Forms, Risk Factor Surveys, Pre & Post Tests, and Satisfaction Surveys;
 - f. Support and at a minimum monthly supervision of all staff that provide direct services to clients, including volunteers. This supervision must provide the direct staff and volunteers an opportunity to gain professional development, support, and advice about their work with the clients;
 - g. Attendance at Community Collaborative Committee meetings and submission of quarterly reports;
 - h. Participation with CYD events and provider information meetings;
 - i. Collaboration with all CYD providers including participating in marketing of the program to the community;
 - j. Oversight to ensure that budget is appropriately managed to prevent any lapse in contract funds and ensuring that costs are reasonable, necessary, allowable and allocable under the contract and governing regulations (OMB circulars and the Texas Administrative Code).

J. Organizational Requirements

1. Contractor's organization must implement the following training requirements:

- a. Contractor should submit a training plan for all CYD workers; including volunteers, Subaward employees, and anyone else working on the Grant; that includes both initial and ongoing training. Staff training must include the following competencies:
 - i. New employee orientation;
 - ii. Cultural Humility (required annually;)
 - iii. Youth development (required annually;)
 - iv. Evidence-Based or Promising Practice Program training (when appropriate);
 - v. 40 Developmental Assets Training; and
 - vi. Youth Program Quality Assessment Training.
 - vii. Additional training topics may include, but are not limited to:
 - o Healthy relationships;
 - o Effective collaboration;
 - o Effective group or meeting facilitation;
 - o Ethics;
 - o Mental Health First Aid Training;
 - o Referrals and service connections;
 - o Substance use;
 - o Internet safety for youth;
 - o Bullying; or
 - o Suicide prevention and postvention.
2. Contractor are required to utilize the Youth Program Quality Assessment (YPQA) to assess the Contractor's activities and program offerings for responsiveness to the needs of CYD Youth and enhance their approach across the lifespan of the Grant. At a minimum, Contractors must complete the YPQA Basics Training within year one of the Grant. In person training on the YPQA Basics is highly preferred but may be completed virtually if necessary.
3. All service providers who meets the definition of "childcare" according to Texas Human Resources Code, Chapter 42, must apply to the appropriate regional childcare licensing office for licensing determination. DFPS must issue a current license or exemption for each CYD program. The City of Corpus Christi must review the results of this determination for compliance. If the scope of services offered through CYD changes, the service provider must reapply for either a license or exemption.

ATTACHMENT B - BID/PRICING SCHEDULE

Contractor	YWCA Corpus Christi		
Contract No.			
Contract Period	9/1/21 - 8/31/2022		
Cost Categories	(A.)	(B.)	(C.)
	Reimbursable	Other (Match)	Program Total
(1A) Personnel - Salaries	\$27,058.20	\$0.00	\$27,058.20
(1B) Personnel - Fringe Benefits - by Employee	\$0.00	\$0.00	\$0.00
(1C) Personnel - Fringe Benefits - by Type	\$2,605.70	\$0.00	\$2,605.70
(2) Travel	\$1,177.20	\$0.00	\$1,177.20
(3) Supplies and Controlled Assets	\$7,100.00	\$0.00	\$7,100.00
(4) Capital Equipment (greater than \$5K)	\$0.00	\$0.00	\$0.00
(5) Other Costs	\$0.00	\$0.00	\$0.00
Direct Costs Total	\$37,941.10	\$0.00	\$37,941.10
Indirect Costs Total (if applicable)	\$0.00	\$0.00	\$0.00
TOTAL	\$37,941.10	\$0.00	\$37,941.10

100%

0%

100.0%

DocuSigned by:

Certified By:	<i>Nancy Wesson-Dodd</i>
Name:	Nancy Wesson-Dodd
Title:	CEO
Date:	7/12/2021

ATTACHMENT C - INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
CRIME/EMPLOYEE DISHONESTY Contractor shall name the City of Corpus Christi, Texas as Loss Payee	\$1,000,000 Per Claims Made

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
 - List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.

- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2020 Insurance Requirements

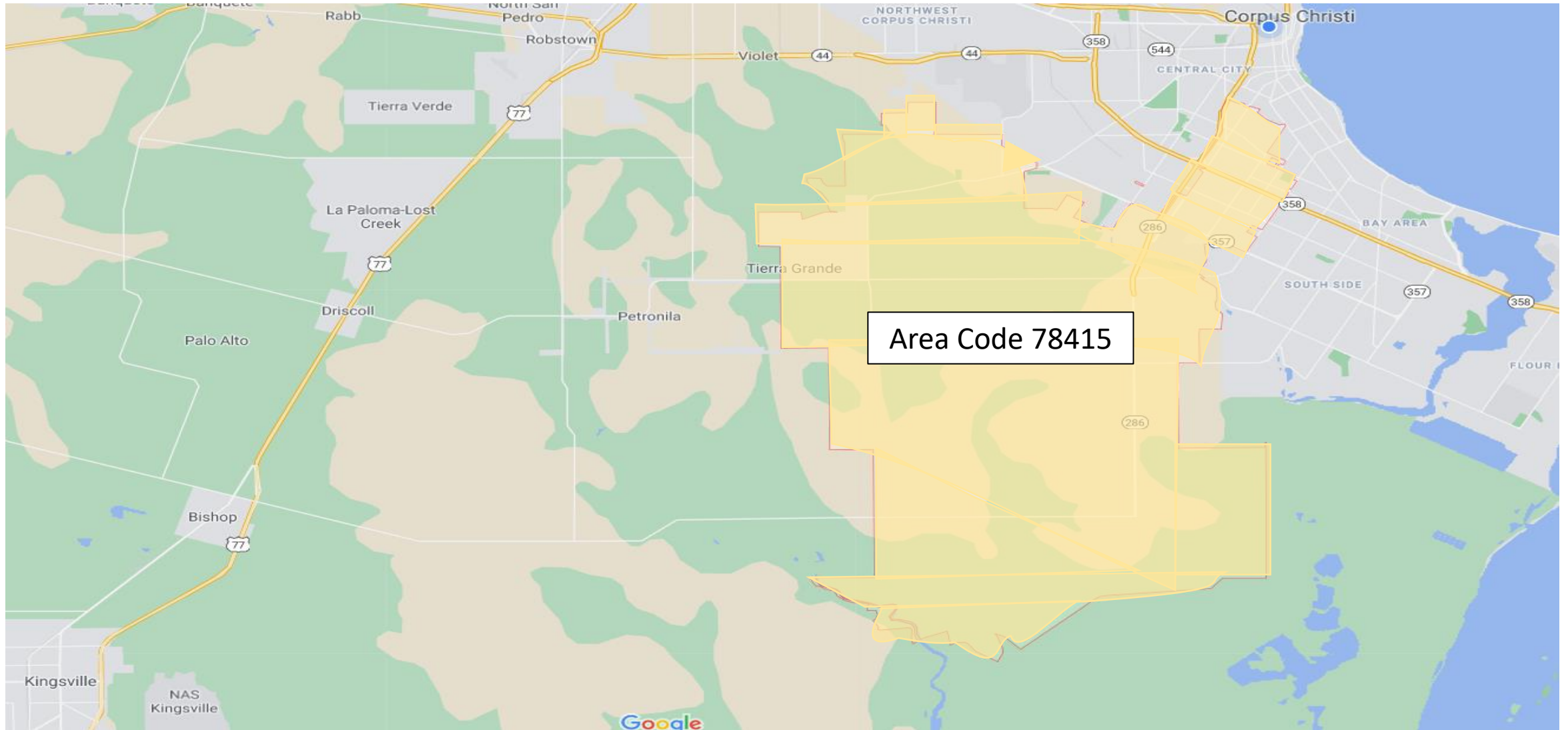
Ins. Req. Exhibit 3-N

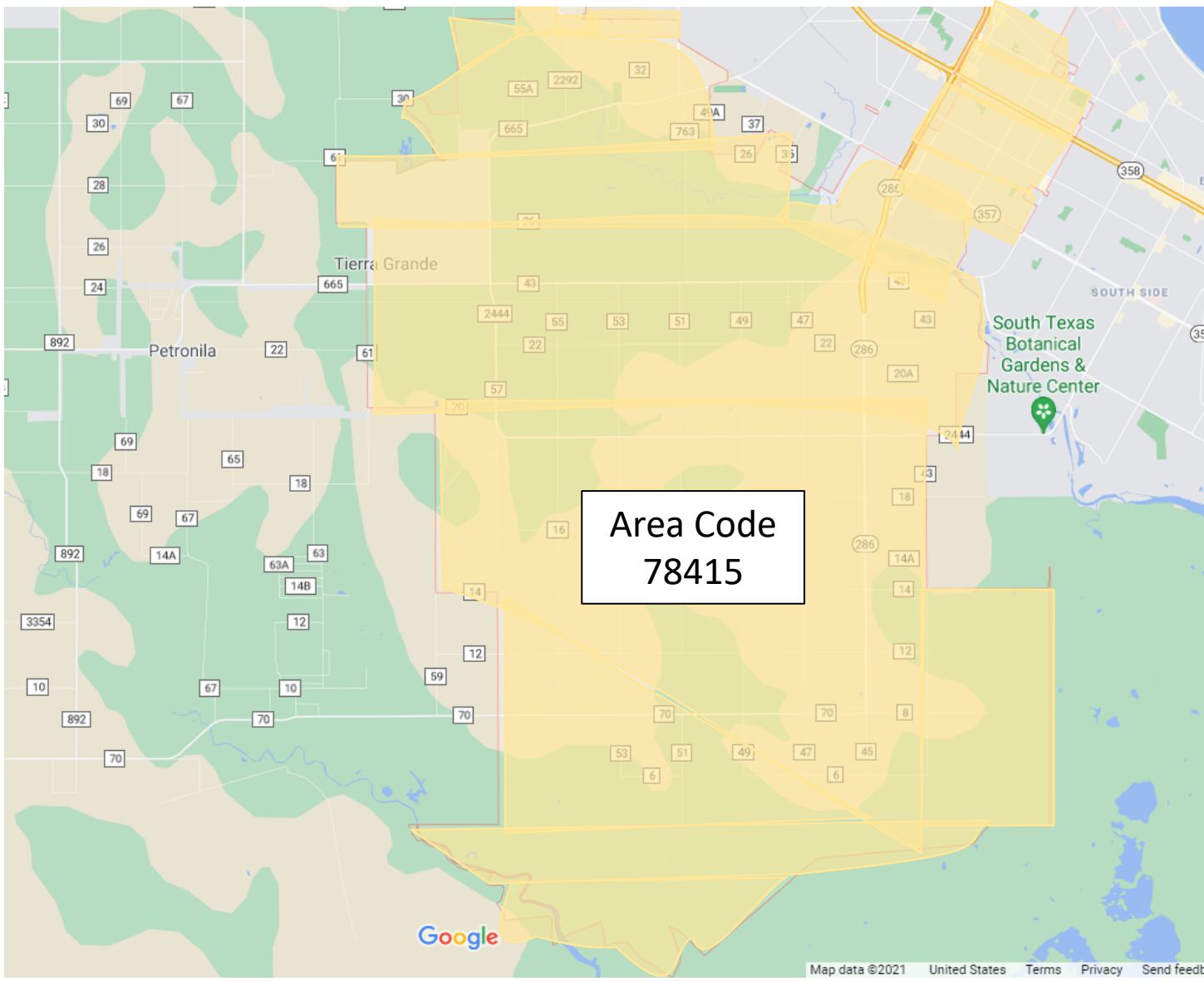
Professional Services – Crime-Employee Dishonesty

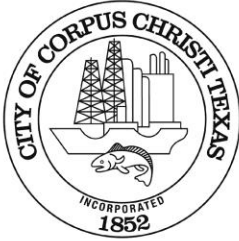
04/14/2020 Risk Management – Legal Dept

ATTACHMENT D – WARRANTY

No warranty is required therefore, Section 8, Warranty Requirements subsections 8(A) and (B) are hereby void.







AGENDA MEMORANDUM

First Reading for City Council Meeting August 24, 2021
Second Reading for the City Council Meeting August 31, 2021

DATE: August 17, 2021

TO: Peter Zaroni, City Manager

THRU: Tracey Cantu, Interim Director of Neighborhood Services
Traceyc@cctexas.com
(361) 826-3021

FROM: Liza Lopez, Code Compliance Program Manager
Lizac@cctexas.com
(361) 826-3170

Emergency Demolitions

CAPTION:

Ordinance adding Section 13-27 to Corpus Christi Code to authorize emergency demolition of dangerous building due to sudden acts; and providing penalty.

SUMMARY:

This ordinance is being proposed to allow for the expediated demolition of structures that, due to a fire, accident, or other sudden act, have become a clear and imminent danger to the life, safety, or property of any person. In addition to protecting the lives and safety of the citizens of Corpus Christi, this ordinance will also reduce blight and deterioration caused by dangerous building whose structural integrity has been compromised by fire, accident, catastrophe, or other sudden acts.

When there is clear and imminent danger to any person's life, safety, or property unless the building is immediately demolished, the director of development services may order its immediate vacation and demolition.

BACKGROUND AND FINDINGS:

The proposed ordinance will allow Code Enforcement to move forward with the emergency demolition of structures damaged due to sudden acts such as fire, accident, water damage, vandalism or occurrence that threatens the structural integrity of the building.

This ordinance will bypass the current process of taking properties to the Building Standards Board due to the health and safety conditions of the structure for the surrounding properties and public.

This ordinance allows the property owner to submit a written request for hearing (within 72 hours) for reconsideration or a plan of action to stabilize the structure to the Director of Development Services.

ALTERNATIVES:

Rejecting the proposed ordinance and waiting up to 6 months to get the structure demolished when it is deemed a health and safety concern for the public.

FISCAL IMPACT:

The property owners will be issued an invoice for the demolition of the structure. No additional officers are being proposed to enforce this ordinance.

FUNDING DETAIL:

N/A

RECOMMENDATION:

Code Enforcement staff recommends approval of this ordinance.

LIST OF SUPPORTING DOCUMENTS:

Proposed Ordinance Sec. 13-27



CORPUS CHRISTI
NEIGHBORHOOD SERVICES

PROPOSED

Ordinance 13-27: Emergency Demolition Due to Sudden Acts



**Ordinance adds
Section 13-27 to
Corpus Christi Code
authorizing
emergency
demolition of
dangerous buildings
due to sudden acts**

When?

Building presents clear and imminent danger to any person's life, safety, or property unless immediately mitigated



Emergency demolition of dangerous building due to sudden acts

What is it?

Expedited demolition of structures that, due to a sudden act, has become a clear and imminent danger to life, safety, or property



Emergency demolition of dangerous building due to sudden acts

Why do we need it?

- To protect the lives and safety of the citizens of Corpus Christi
- To reduce blight and deterioration caused by damaged buildings





Examples of Sudden Acts

Structural defects or conditions arising from, but not limited to:

1. Fire
2. Accident
3. Water Damage
4. Vandalism
5. Other sudden occurrences that threaten the structural integrity of a building

Summary

1. The City Building Official assesses a property impacted by a sudden act
2. The City Building Official deems the property a public hazard that can not be repaired or renovated
3. Code Enforcement sends notice to the property owner with an order for the property to be demolished
4. If the property owner does not mitigate the structure, the City will demolish the building and place a lien on the property.



Process

Ordinance will replace the current process of taking emergency demolitions to the Building Standards Board due to the health and safety risks the structure imposes upon surrounding properties and the general public.





Notice

Notice of structure imminent danger determination may be determined by the City Building Official and issued by Code Enforcement:

- a. By placard affixed to the property or by stake driven into the ground.
- b. Via hand-delivered correspondence
- c. Via mail to the owner(s)

Demolition

The emergency demolition may be executed no earlier than four days after notice.

After execution of the emergency demolition, the officials responsible shall:

1. Provide notice to the property owner; and
3. Advise the Building Standards Board at its next regularly scheduled hearing.



Appeal

- **Property owner may submit a written request for hearing (within 72 hours) for reconsideration**
 - Director of Development Services or designee shall hear such appeal and shall either sustain or revoke the Building Official's order
- **Property owner may submit a written plan of action to stabilize the structure to the Director of Development Services**
 - The plan of action shall be developed by a structural engineer registered in the state.
- **If plan of action is approved by the Director of Development Services, it must be implemented within 24 hours of approval.**



Recommendation

- Approve the Ordinance adding Section 13-27 to Corpus Christi Code to authorize emergency demolition of dangerous building due to sudden acts and penalty as provided in Section 1-6 of the Corpus Christi Code



Ordinance adding Section 13-27 to Corpus Christi Code to authorize emergency demolition of dangerous building due to sudden acts; and providing penalty.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. That Corpus Christi Code is amended by adding Section 13 -27, Emergency Demolition, to read as follows:

Sec. 13-27 Emergency demolitions.

- (a) Emergency arising from sudden acts or occurrences.
 - (1) Where it appears to the Building Official or designee, that due to structural defects or conditions arising from, but not limited to, fire, accident, water damage, vandalism, or other sudden act or occurrence thereby threatening the structural integrity of a building, there is clear and imminent danger to the life, safety or property of any person unless the building is immediately demolished, the director may order its immediate vacation and demolition. Such declaration shall be in writing and shall include a determination that under the circumstances, no other abatement procedure is reasonably available except demolition.
 - (2) Notice that the structure has been determined to be a clear and imminent danger to life and safety may be issued:
 - a. By placard affixed to the property or by stake driven into the ground. It shall be unlawful for any person to remove the posted notice without written permission of the director and no unauthorized person shall enter the building for any purpose;
 - b. Via hand-delivery to the owner(s) of record per Nueces County Appraisal District records only if the owner resides within the Nueces County jurisdictional limits and available for personal delivery; or
 - c. Via mail to the owner(s) as determined by searches of:
 - (i) Nueces County real property records;
 - (ii) Nueces County Appraisal District records;
 - (iii) records of the secretary of state;
 - (iv) assumed name records of the county in which the building is located;
 - (v) tax records of the municipality; and
 - (vi) utility records of the municipality.

- (3) Within 3 business day of notice, the owner of the structure may submit a written request for hearing for reconsideration or submit a plan of action to stabilize the structure to the director of development services. Said plan of action shall be developed by a structural engineer registered in the state.
 - a. If the plan is approved by the director of development services, said plan must be implemented within 1 business day of approval.
 - b. If the plan is determined infeasible by the director of development services, the required affidavits shall be executed for commencement of the emergency demolition.
 - c. If stabilization of the structure is begun within 1 business day of approval, the structure shall be scheduled for the next available hearing before the board charged with declaring public nuisances for presentation of a scope of work with dates certain for completion of rehabilitation.
 - d. If a hearing for reconsideration is requested, the director of development services or designee shall promptly, within 3 business days of receipt of written request for hearing, hear such appeal and shall either sustain or revoke the Building Official's order.
- (b) The emergency demolition may be executed no earlier than 4 business days after notice.
- (c) After execution of the emergency demolition, the officials responsible shall:
 - (1) File copies of the affidavits among the official records of the Code Enforcement case file;
 - (2) Provide notice to the owner and lienholders/mortgagees of record; and
 - (3) Advise the board at its next regularly scheduled hearing.
- (d) The city, as a home-rule city, adopts the foregoing emergency abatement action pursuant to Texas Local Government Code chapter 214, §214.002, and the powers of self-rule granted by the voters under the City Charter as authorized by the Constitution of the state.

SECTION 2. 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 3. Penalties are as provided in Section 1-6 of the Corpus Christi Code.

SECTION 4. Publication shall be made in the official publication of the City of Corpus Christi as required by the City Charter of the City of Corpus Christi.

SECTION 5. This ordinance takes effect after official publication.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2021, by the following vote:

Paulette M. Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor

Ordinance adding Section 13-27 to Corpus Christi Code to authorize emergency demolition of dangerous building due to sudden acts; and providing penalty.

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 - (2) Notice that the structure has been determined to be a clear and imminent danger to life and safety may be issued:
 - a. By placard affixed to the property or by stake driven into the ground. It shall be unlawful for any person to remove the posted notice without written permission of the director and no unauthorized person shall enter the building for any purpose;
 - b. Via hand-delivery to the owner(s) of record per Nueces County Appraisal District records only if the owner resides within the Nueces County jurisdictional limits and available for personal delivery; or
 - c. Via mail to the owner(s) as determined by searches of:
 - (i) Nueces County real property records;
 - (ii) Nueces County Appraisal District records;
 - (iii) records of the secretary of state;
 - (iv) assumed name records of the county in which the building is located;
 - (v) tax records of the municipality; and
 - (vi) utility records of the municipality.

- (3) The Code Enforcement Division and/or the Development Service Department will attempt to provide notice by placard, hand delivery, and registered mail as stated in the previous subsection.
- (4) Within 3 business day of notice, the owner of the structure may submit a written request for hearing for reconsideration or submit a plan of action to stabilize the structure to the director of development services. Said plan of action shall be developed by a licensed structural engineer registered in the State of Texas.
- a. If the plan is approved by the director of development services, said plan must be implemented within 1 business day of approval.
 - b. If the plan is determined infeasible by the director of development services, the required affidavits shall be executed for commencement of the emergency demolition.
 - c. If stabilization of the structure is begun within 1 business day of approval, the structure shall be scheduled for the next available hearing before the board charged with declaring public nuisances for presentation of a scope of work with dates certain for completion of rehabilitation.
 - d. If a hearing for reconsideration is requested, the director of development services or designee shall promptly, within 3 business days of receipt of written request for hearing, hear such appeal and shall either sustain or revoke the Building Official's order.
- (b) The emergency demolition may be executed no earlier than 4 business days after notice.
- (c) After execution of the emergency demolition, the officials responsible shall:
- (1) File copies of the affidavits among the official records of the Code Enforcement case file;
 - (2) Provide notice to the owner and lienholders/mortgagees of record; and
 - (3) Advise the board at its next regularly scheduled hearing.
- (d) The city, as a home-rule city, adopts the foregoing emergency abatement action pursuant to Texas Local Government Code chapter 214, §214.002, and the powers of self-rule granted by the voters under the City Charter as authorized by the Constitution of the state.
- (e) An emergency demolition may not be conducted within 30 days of damage caused by a Hurricane.

SECTION 2. 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.

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Paulette M. Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2021, by the following vote:

Paulette M. Guajardo _____

John Martinez _____

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Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

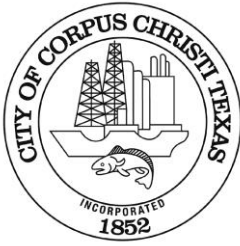
Billy Lerma _____

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor



AGENDA MEMORANDUM

Action Item for the City Council Meeting of August 31, 2021

DATE: August 31, 2021

TO: Peter Zanoni, City Manager

FROM: Kevin Norton, Director of Water Utilities
KevinN@cctexas.com
(361) 826-1874

Josh Chronley, Assistant Director of Contracts and Procurement
JoshC2@cctexas.com
(361) 826-3169

Preventative Maintenance and Repair Services for Ultraviolet Disinfection System at Broadway Wastewater Treatment Plant

CAPTION:

Resolution authorizing a four-year service agreement with Xylem Water Solutions USA, Inc., of Charlotte, North Carolina, for a total amount not to exceed \$311,756.00, for preventative maintenance and repair services for the Ultraviolet Disinfection System at the Broadway Wastewater Treatment Plant for the Utilities Department, effective upon issuance of notice to proceed, with FY 2021 funding in the amount of \$12,989.83 available through the Wastewater Fund.

SUMMARY:

This resolution authorizes a four-year service agreement for preventative maintenance and repairs of the Ultraviolet (UV) Disinfection System at the Broadway Wastewater Treatment Plant (WWTP). This service is necessary to extend the service life of the system and reduce costs for unplanned work, such as breakdowns.

BACKGROUND AND FINDINGS:

The Broadway Wastewater Treatment Plant implemented the UV Disinfection System in 2014 to inactivate/destroy disease-causing organisms as part of the wastewater treatment process. The system consists of three UV channels with two banks of lights, with a total of 972 UV lamps. The plant operates this system 24/7 to remain compliant with the Texas Commission on Environmental Quality (TCEQ) permit requirements.

This agreement will provide spare part supply, preventative maintenance and repair services for the UV System at the Broadway WWTP, and technical support by phone call consulting with factory-trained UV service technicians as needed.

The services in this Agreement require qualified trained factory technicians to perform highly specialized maintenance and troubleshooting beyond the capacity of plant operators. Preventative maintenance is critical to ensure the system is operating at its optimal level. It is economical practice to identify and solve the potential minor issues before they develop into major problems resulting in greater cost for repairs and plant permit violations.

PROCUREMENT DETAIL:

This is a sole source procurement. Xylem Water Solutions USA, Inc. is the sole source manufacturer and supplier of the items needed for the UV Disinfection System. There is currently no contract in place for this service.

ALTERNATIVES:

An alternative is to not enter into a service agreement, which would require separate procurements on an as-needed basis, potentially reducing the economies of scale pricing secured through a long-term contract, increasing the time delay due to the procurement process, which in turn could increase the system downtime and negatively impact operations, potentially resulting in TCEQ violations.

FISCAL IMPACT:

The fiscal impact for the Wastewater Fund in FY2021 is \$12,989.83. The remaining amount will be budgeted in future years through the annual budget process.

FUNDING DETAIL:

Fund:	4200	Wastewater
Organization/Activity:	33100	Broadway Wastewater Plant
Mission Element:	064	Treat wastewater
Project # (CIP Only):	N/A	
Account:	530215	Maint & repairs - contracted

RECOMMENDATION:

Staff recommends approval of this resolution authorizing a four-year service agreement with Xylem Water Solutions, USA, Inc. for preventative maintenance and repairs of the UV System at the Broadway Wastewater Treatment Plant for the Utilities Department as presented.

LIST OF SUPPORTING DOCUMENTS:

Price Sheet
Service Agreement
Resolution

City of Corpus Christi

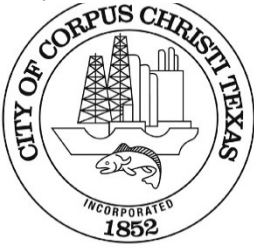
Senior Buyer – Cynthia Perez

PRICE SHEET

UV System PM

**Xylem Water Solutions USA, Inc.
Charlotte, North Carolina**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL
1	PM Site Visits 3 visits/yr, each visit is a 4- day site visit YEAR ONE	3	EA	\$8,899.50	\$26,698.50
2	PM Site Visits 3 visits/yr, each visit is a 4- day site visit YEAR TWO	3	EA	\$8,899.50	\$26,698.50
3	PM Site Visits 3 visits/yr, each visit is a 4- day site visit YEAR THREE	3	EA	\$9,302.00	\$27,906.00
4	PM Site Visits 3 visits/yr, each visit is a 4- day site visit YEAR FOUR	3	EA	\$9,581.00	\$28,743.00
5	On Site Training (8 Hours)	8	HRS	\$213.75	\$1,710.00
6	Parts Allowance Based on size of UV system	4	YR	\$50,000.00	\$200,000.00
	TOTAL				\$311,756.00



SERVICE AGREEMENT NO. 3684

Preventative Maintenance Service for UV System

THIS **Preventative Maintenance Service for UV System Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Xylem Water Solutions USA, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Preventative Maintenance Service for UV System in response to Request for Bid/Proposal No. 3684 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Preventative Maintenance Service for Uv System ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
2. **Term.**
 - (A) This Agreement is for four years. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.
 - (B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$311,756.00, subject to approved extensions and changes. Payment will be made for Services provided and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content

of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Joanna Moreno
Department: Utilities Department
Phone: (361) 826-1649
Email: JoannaM@cctexas.com

5. **Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following

manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. **Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked at no charge to the City. If correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any reasonable costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. **Warranty.**

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
12. **Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
13. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Joanna Moreno
Title: Contracts/Fund Administrator
Address: 2726 Holly Road, Corpus Christi, Texas 78415
Phone: (361) 826-1649
Fax: (361) 826-4495

IF TO CONTRACTOR:

Xylem Water Solutions USA, Inc.
Attn: Sam Caillouet
Title: Aftermarket Territory Manager
Address: 4828 Parkway Plaza Blvd. Suite 200 Charlotte, NC 28217
Phone: (469) 404-0849
Fax: N/A

17. **CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, INCLUDING ALL**

EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL REASONABLY SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

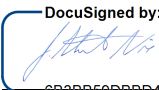
19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

20. Limitation of Liability. The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.

21. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

DocuSigned by:

Signature: _____
6B8BDB59DBDB4FA...
Printed Name: James Stewart Nix
Title: Aftermarket Sales & Service Manager, Treatment
Date: 6/25/2021

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director, Contracts and Procurement

Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date

Attached and Incorporated by Reference:

Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule
Attachment C: Insurance and Bond Requirements
Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 3684
Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A- SCOPE OF WORK

1. General Requirements

The Contractor shall provide its TotalCare Preventative Maintenance (PM) Services for the Broadway Wastewater Treatment Plant's Wedeco UV system, which is required to perform 24/7.

2. Scope of Work

- A. The Wedeco Total Care Preventative Maintenance Program is outlined in the table below. It also includes unlimited phone support, additional on-site training, and priority in service scheduling.
- B. This agreement includes three site visits per year at four 8-hours days per visit, for a total of 12 full day onsite visits per year.
- C. In year one, the Contractor shall provide one eight-hour day of onsite comprehensive and tailored UV training, designed to keep site operators fully trained on UV methodology, operation, and troubleshooting. Training shall be provided by a senior technician.

Total Care Activities – Open Channel UV Systems	
Typical Tasks	Duron & TAK Systems
System Review	Pre-visit: <ul style="list-style-type: none"> Identify outstanding issues from prior visits as well as new issues. Recommend parts required for upcoming work. Onsite: Review system history and alarm log since last visit– identify key tasks to resolve during visit.
Control Cabinets	<ul style="list-style-type: none"> Inspect cabinets for dust and/or corrosion. Clean as necessary. Confirm adequate cooling and or airflow through cabinet. Check for hot spots that could cause temperature faults. Replace filters as need from spares stock. Troubleshoot and resolve faulty ballasts. Replaced failed ballasts from spares stock as needed. If indicated, measure incoming, voltage, current, neutral, and ground of supplied system power. Identify deficiencies and diagnostic recommendations. Validate proper operation and set points of HMI, adjust as needed. Validate proper operation and set points of internal UV system controllers, adjust as needed. Validate proper function of all signal isolators. Replace from onsite spares as needed. Validate proper function of all safety circuits. Perform basic functional test of AC units if present. Check remote communications if applicable.

Cables & Junction Boxes	<ul style="list-style-type: none"> Examine cables, connectors and Harting hardware for proper function. Replace faulty hardware with onsite spares. Identify and provide recommendations for unusual wear, rust and/or corrosion of components. Replace as needed from onsite spares.
Modules, Lamps, Reactor, Sleeves & Connectors	<ul style="list-style-type: none"> Identify and provide recommendations for unusual wear, rust and/or corrosion of components. Replace as needed from onsite spares. Check quartz sleeves for excessive surface abrasions, replace as needed from onsite spares. Check quartz sleeves for excessive water ingress, replace from onsite spares as needed. Identify and resolve any loose connections. Validate cable connector functionality. Replace O-rings, or connector assembly from onsite spares as needed. Check intensity sensors for proper operation, clean if needed, replace from onsite spares as necessary. Examine Intensity sensor cleaning brushes. Replace from onsite spares as needed. Examine a representative sampling of lamps for signs of excessive aging, replace as needed. Identify source of problem if premature. Troubleshoot failed components and replace from onsite spares as needed.
Control Philosophy	<ul style="list-style-type: none"> Identify chronic alarms - root cause and resolve. Validate intensity readings. Root cause and resolve UV intensity issues if system related (doesn't include system cleaning). Validate incoming flow signal. Identify any inconsistencies. Validate basic PLC function in Manual, Maintenance and Automatic modes
Wiper Cleaning Systems	<ul style="list-style-type: none"> Repair junction box, pneumatic line, fitting and wiper module leaks utilizing onsite spares as needed. Change air compressor filtration desiccant from onsite spares as needed. Purge system of all water and oil. Identify airline freezing risks. Make resolution recommendations as needed. Validate all compressor set points. Fine tune as needed. Validate operation of wiper modules to specification. Replace from onsite spares as needed. Validate proper operation of wiper module limit switches. Replace from onsite spares as needed. Confirm operation of automatic drain valve repair or replace from onsite spare as needed

Control Instrumentation	<ul style="list-style-type: none"> • Clean and validate level switches. • Clean and validate proper operation of ultrasonic level/flow measurement system. • Clean & calibrate onsite transmittance monitor.
Physical and Mechanical Components	<ul style="list-style-type: none"> • Validate proper manual and auto operation of all control gates. Adjust set points, torque settings and lubricate penstocks as necessary. • Validate weir elevation in conjunction with level controls. • Identify excessive gate and/or weir leakage if indicated by level control issues (if possible). • Check baffle plate for buildup. Recommend cleaning process as needed.
Water Quality	<ul style="list-style-type: none"> • Check fouling of quartz sleeves. Provide instruction and recommendations on cleaning if necessary. • Remove excessive debris (algae, trash, etc.) from module and cable assemblies • Identify recommendations for excessive channel fouling, debris buildup and other possible sources of sampling contamination. • Compare effluent transmittance against system design requirements. Identify possible sources of discrepancies.
Operational	<ul style="list-style-type: none"> • Provide informal operation, maintenance, and/or safety training as requested. • Identify maintenance and/or operation concerns and associated improvement recommendations • Identify spares utilized and recommendations for replacement or adjustments to existing levels. • Identify approximate future timeline for consumables (lamps, ballasts, sleeves, wiper rings, etc.) replacement. • Identify operational enhancements (power settings, timer adjustments, etc.). • Review Xylem 24/7 contact information.

3. Invoices

Invoices shall be mailed to the address below, and a copy emailed to Utilitiesdept@cctexas.com.

City of Corpus Christi
ATTN: AP/Utilities Department
P.O. Box 9277
Corpus Christi, TX 78469

ATTACHMENT B: PRICE SHEET



Wedeco Quote # J19100547870

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL
1	PM Site Visits 3 visits/yr, each visit is a 4-day site visit YEAR ONE	3	EA	\$8,899.50	\$26,698.50
2	PM Site Visits 3 visits/yr, each visit is a 4-day site visit YEAR TWO	3	EA	\$8,899.50	\$26,698.50
3	PM Site Visits 3 visits/yr, each visit is a 4-day site visit YEAR THREE	3	EA	\$9,302.00	\$27,906.00
4	PM Site Visits 3 visits/yr, each visit is a 4-day site visit YEAR FOUR	3	EA	\$9,581.00	\$28,743.00
5	On Site Training (8 Hours)	8	HRS	\$213.75	\$1,710.00
6	Parts Allowance Based on size of UV system	4	YR	\$50,000.00	\$200,000.00
	TOTAL				\$311,756.00

Attachment C -Insurance Requirements

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION EMPLOYER'S LIABILITY	Statutory \$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2021 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

02/22/2021 Risk Management – Legal Dept.

Attachment C – Bond Requirements

“No bonds required for this Agreement.”

**TERMS AND CONDITIONS FOR SERVICES – XYLEM AMERICAS (V1 - Effective 11.10.2017)****12. Representation and Warranty.**

(a) For a period of ninety (90) days from the date of invoice, unless otherwise expressly set forth in the quotation or sales form or order acknowledgment, Service Provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement ("Warranty").

(b) The Service Provider shall not be liable for a breach of the Warranty set forth in Section 12(a) unless Customer gives written notice of the defective Services, reasonably described, to Service Provider within thirty (30) days of the time when Customer discovers or reasonably should have discovered that the Services were defective.

(c) Subject to Section 12(b), Service Provider shall, in its sole discretion, either: (i) repair or re-perform such Services; or (ii) credit or refund the price of such Services at the pro rata contract rate.

(d) **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SERVICE PROVIDER'S AGGREGATE LIABILITY FOR BREACH OF THE FOREGOING WARRANTY IS LIMITED TO REMEDIES SET FORTH IN SECTION 12(c).**

Resolution authorizing a four-year service agreement with Xylem Water Solutions USA, Inc., of Charlotte, North Carolina, for a total amount not to exceed \$311,756.00, for preventative maintenance and repair services for the Ultraviolet Disinfection System at the Broadway Wastewater Treatment Plant for the Utilities Department, effective upon issuance of notice to proceed, with FY 2021 funding in the amount of \$12,989.83 available through the Wastewater Fund.

WHEREAS, these services will be used by the Utilities Department;

WHEREAS, Xylem Water Solutions USA, Inc., will provide disinfection of effluent water before it is released into the receiving stream, which are critical in sustaining the Department's operational reliability for service;

WHEREAS, State law provides that such procurements, as outlined above, are subject to statutory procurement requirements, including competitive bids, unless an exception applies;

WHEREAS, there is also a statutory exception for this procurement in Local Government Code, Section 252.022(a) (2) as this purchase is necessary to preserve or protect the public health and safety of the City's residents; and

WHEREAS, there is also a statutory exception for this procurement in Local Government Code, Section 252.022(a) (7) (A), as this purchase is available from only one source due to special processes or patents.

Be it resolved by the City Council of the City of Corpus Christi, Texas:

Section 1. The City Council specifically finds that the foregoing statements included in the preamble of this resolution are true and correct and adopts such findings for all intents and purposes related to the authorization of this procurement.

Section 2. The City Manager, or designee, is authorized to execute all documents necessary to secure a purchase from Xylem Water Solutions USA, Inc., of Charlotte, North Carolina based on a sole source for a total amount not-to-exceed \$ 311,756.00.

PASSED AND APPROVED on the _____ day of _____, 2021:

Paulette M. Guajardo _____

Roland Barrera _____

Gil Hernandez _____

Michael Hunter _____

Billy Lerma _____

John Martinez _____

Ben Molina _____

Mike Pusley _____

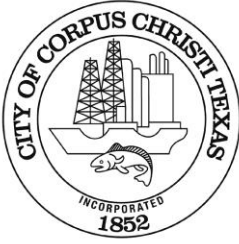
Greg Smith _____

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor



AGENDA MEMORANDUM

Action Item for the City Council Meeting August 31, 2021

DATE: August 31, 2021

TO: Peter Zanoni, City Manager

FROM: David S. Lehfeldt, Director of Solid Waste Operations
DavidL3@cctexas.com
(361) 826-1966

Josh Chronley, Assistant Director of Contracts and Procurement
JoshC2@cctexas.com
(361) 826-3169

Lease-Purchase of One Excavator for Solid Waste Operations

CAPTION:

Motion authorizing the lease-purchase, via JP Morgan, of one John Deere 210G LC FT4 excavator from Doggett Heavy Machinery Services, LLC of Corpus Christi, Texas through the Sourcewell Cooperative, for a total amount of \$310,735.43 to be used by Solid Waste Operations, effective upon issuance of letter of acceptance, with FY 2021 funding in the amount of \$5,178.92 available through the General Fund and the remaining lease payments to commence in FY 2022.

SUMMARY:

This motion authorizes the lease-purchase of one excavator to be used by Solid Waste Operations to load refuse into the transfer trailers at the J.C. Elliot Transfer Station. This will be a replacement unit to existing fleet.

BACKGROUND AND FINDINGS:

Solid Waste Operations currently has a requirement for the lease purchase of one excavator. Although this purchase was initially programmed for FY 2022, the department has identified funding available within the FY 2021 budget so as not to delay in acquiring this equipment. This unit will be used to load refuse into the transfer trailers at the J.C. Elliot Transfer Station. The excavator being replaced is 8 years old with 10,887 hours, which exceeds the 8,400 hours programmed service life by 30%. The pricing from the Sourcewell Cooperative is 36% lower than the suggested list price and therefore the recommended source for this purchase.

PROCUREMENT DETAIL:

This procurement is through the Sourcewell Cooperative. Contracts awarded through the Sourcewell Cooperative have been competitively procured in compliance with Texas Local and State procurement requirements. The percentage of savings on the Sourcewell Cooperative is 36% less than MSRP. In view of these savings through the Sourcewell Cooperative, it is the recommended method of purchase for the City.

ALTERNATIVES:

An alternative is to repair the current excavator that has surpassed service life of 8,400 hours for \$17,500, adding to the \$161,000 life-to-date maintenance cost. However, even with repairs, this current excavator will likely have continual mechanical issues and excessive down time. Another alternative is to postpone replacement until FY 2022, only to avoid a marginal financial impact of \$5,178.92 for the remainder of FY 2021.

FISCAL IMPACT:

The fiscal impact for FY 2021 is estimated at \$5,178.92 available through the General Fund. Financing for the lease-purchase of one John Deere 210G LC FT4 excavator is based on a sixty-month term with an estimated interest rate of 2.00% for an annual estimated payment of \$62,147.04. The total estimated cost over the five-year period, including principal of \$295,469.80 and interest of \$15,265.63 is \$310,735.43.

Total Lease-Purchase Price:	\$295,469.80
Total estimated allowable interest for Lease:	<u>\$ 15,265.63</u>
Grand Total:	\$310,735.43

FUNDING DETAIL:

Fund: 1020
Organization/Activity: 12504
Mission Element: 033
Project # **(CIP Only)**: n/a
Account: 530190

RECOMMENDATION:

Staff recommends approval of this motion authorizing the lease-purchase of one John Deere 210G LC FT4 excavator for Solid Waste Operations with Doggett Heavy Machinery Services, LLC as presented.

LIST OF SUPPORTING DOCUMENTS:

Price Sheet

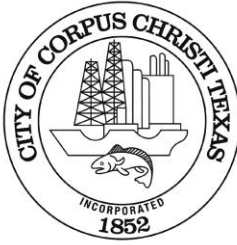
City of Corpus Christi
Contracts & Procurement
Buyer: Tracy Garza

Price Sheet
Lease-Purchase of One Excavator for Solid Waste
Sourcewell Contract No. 032119-JDC

		DOGGETT HEAVY MACHINERY SERVICES, LLC CORPUS CHRISTI, TX		
ITEM	DESCRIPTION	QUANTITY	UNIT	EXTENDED TOTAL
1	JOHN DEERE 210G LC FT4 EXCAVATOR	1	\$295,469.80	\$295,469.80
TOTAL PURCHASE PRICE				\$295,469.80

John Deere Excavator





AGENDA MEMORANDUM

Action Item for the City Council Meeting of August 31, 2021

DATE: August 31, 2021

TO: Peter Zaroni, City Manager

FROM: Jeff H. Edmonds, P. E., Director of Engineering Services
Jeffrey@cctexas.com
(361) 826-3851

Heather Hurlbert, CPA, Director of Finance & Business Analysis
Heatherh3@cctexas.com
(361) 826-3227

<p style="text-align: center;"><u>Construction Contract</u> Corpus Christi Army Depot - Defense Economic Adjustment Assistance Grant Flight Line Improvements</p>
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CAPTION:

Motion awarding a construction contract to Head, Inc., Columbus, Ohio, for the Corpus Christi Army Depot - Defense Economic Adjustment Assistance Grant for Flight Line Improvements consisting of constructing and striping a 30-foot concrete roadway and restriping the helicopter parking and landing areas in the flight line, in an amount of \$863,195.05, with FY 2021 funding available from the Community Development Grant Fund.

SUMMARY:

This item awards a construction contract for the Corpus Christi Army Depot (CCAD) Defense Economic Adjustment Assistance Grant (DEAAG) Flight Line Improvements. The project provides for construction and striping of a 30-foot-wide concrete roadway with 12-foot travel lanes and two 3-foot shoulders and restriping of the helicopter parking and landing areas in the flight line to ensure flight and ground safety.

BACKGROUND AND FINDINGS:

On April 1, 2020, the City of Corpus Christi was awarded a grant from the State of Texas totaling \$919,500.00 to complete the Corpus Christi Army Depot Flight Line Security Enhancement Project. The Texas Legislature appropriated \$30 million in this biennium to the Texas Military Preparedness Commission DEAAG fund to assist defense communities that have been impacted by a past or future Base Realignment and Closure action. The Texas Governor's Office awarded \$14.1 million in grants to six communities in this round of DEAAG funding, with Corpus Christi being one of them. The grant award was accepted by City Council on September 4, 2020.

The CCAD is one of 40 tenant commands with a Naval Air Station and more than 75 buildings on base. Because of the sensitive homeland security activities performed at CCAD, it is imperative to further protect CCAD buildings with increased security technology and fencing to limit access

to active-duty civilian and contractor personnel.

Currently, the existing paved road at CCAD flight line follows a winding path and has deficient traffic markings causing safety concerns for the transport of rotary wing aircraft, vehicular traffic, and airfield operations. The roadway, compass rose, and helipad dimensions/markings do not meet the Department of Defense Unified Facilities Criteria for Airfield and Heliport Planning and Design. This project will construct and stripe the roadway and restripe the helicopter parking and landing areas in the flight line to ensure flight and ground safety as well as the efficient use of the available area to meet a wide range of mission requirements.

The grant requires expenditures to be complete by May 15, 2022, and reimbursement has been requested from the Governor's Office by June 29, 2022.

PROJECT TIMELINE:

2021							2022					
J	J	A	S	O	N	D	J	F	M	A	M	J
Bid/ Award			Construction								*	**

* Grant expenditures complete requirement

** Reimbursement request complete requirement

Project schedule reflects City Council award in August 2021 with anticipated completion in December 2021.

COMPETITIVE SOLICITATION PROCESS

The Contracts and Procurement Department issued a Request for Bids. On June 23, 2021, the City received a bid from one bidder and the City opted to re-bid due to the lack of bid submittals. On August 11, 2021, the City received a bid from two bidders. The City analyzed the bid in accordance with the contract documents and determined Head, Inc. is the lowest responsive and responsible bidder. A summary of the bids is provided below:

BID SUMMARY	
CONTRACTOR	BASE BID
Head Inc.	\$863,195.05
AJ Commercial Services, Inc.	\$1,579,665.80
<i>Engineer's Opinion of Probable Construction Cost</i>	<i>\$762,000.00</i>

Head, Inc. has successfully completed numerous base paving projects and paving projects with the City including the Rehabilitate Terminal Apron Phase III and IV projects. Other projects include removal and replacement of concrete apron for both the U.S. Air Force – Patrick Air Force Base, FL, and U.S. Air Force – Dobbins Air Reserve Base, GA, and replacement of concrete and asphalt portions of runways and taxiways for the U.S. Navy – NAS Corpus Christi.

ALTERNATIVES:

The alternative is not to award the construction contract to the low bidder, Head, Inc. This would delay improvements to the flight line and continue safety concerns. It also might cause the City to

not meet the grant deadline.

FISCAL IMPACT:

The fiscal impact in FY 2021 is an amount of \$863,195.05 with funding available from the Community Development Grant Fund.

FUNDING DETAIL:

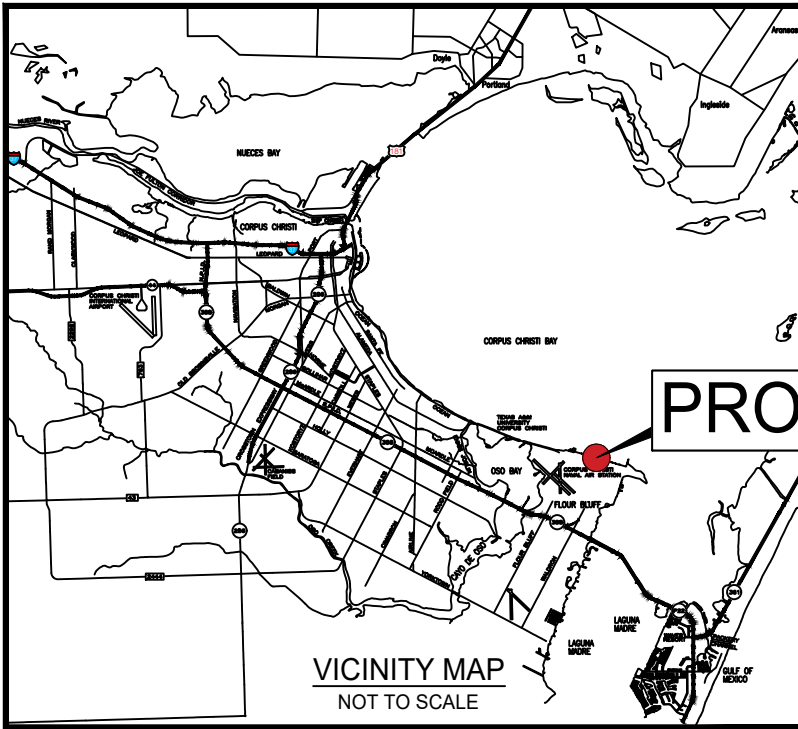
Fund: Community Development Grant Fund (Fund 1072)
Mission Elem: 071
Account: Construction (550910)
Activity: 870103S
Amount: \$863,195.05

RECOMMENDATION:

Staff recommends awarding the construction contract for the CCAD DEAAG Flight Line Improvements to Head, Inc., in an amount of \$863,195.05. The construction duration is planned for four months from issuance of the Notice to Proceed to begin construction in September 2021.

LIST OF SUPPORTING DOCUMENTS:

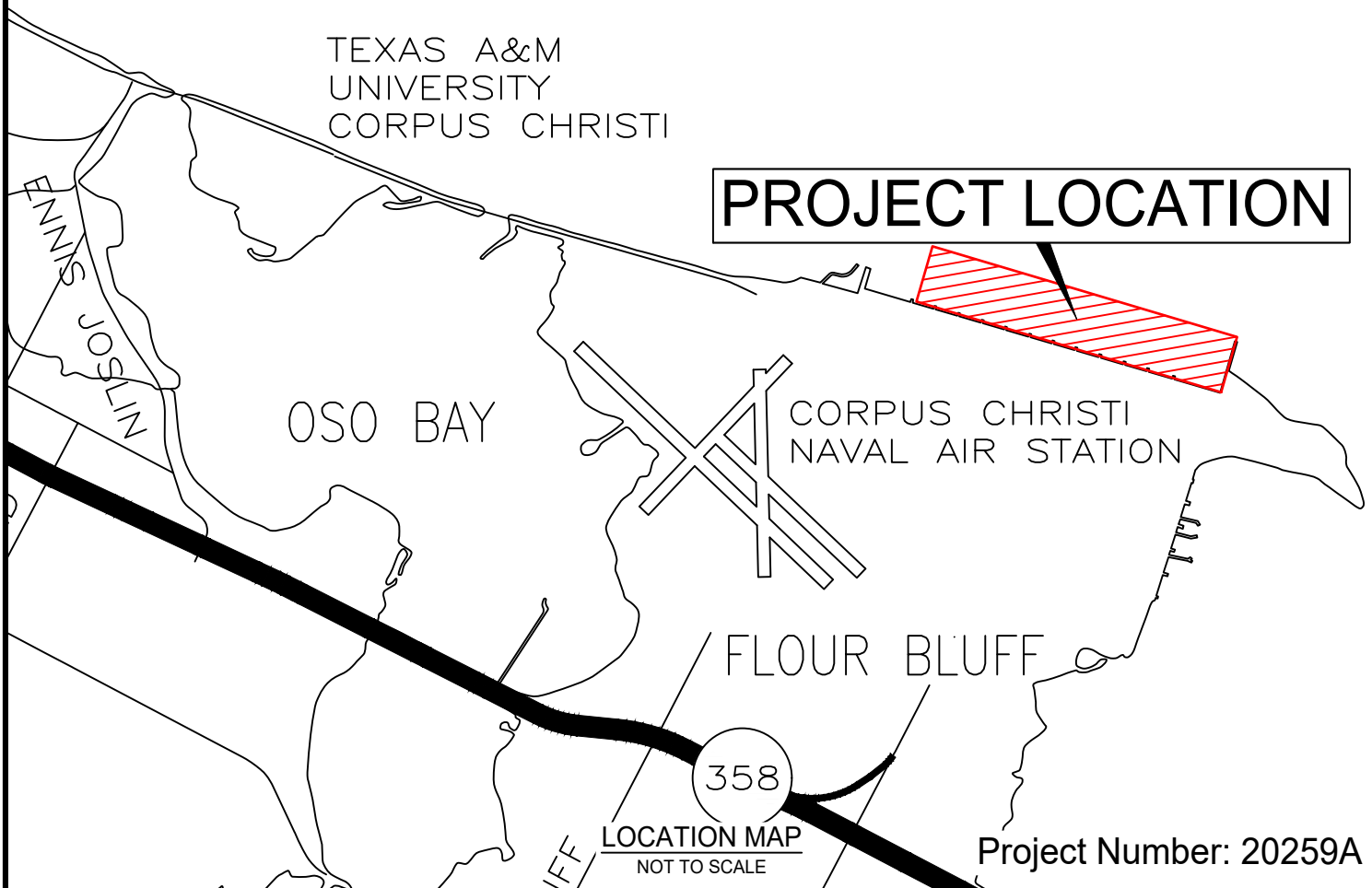
Location Maps
Bid Tabs



N

SCALE: N.T.S.

PROJECT LOCATION



**CCAD DEAAG FLIGHT LINE
SAFETY IMPROVEMENTS**

CITY COUNCIL EXHIBIT
CITY OF CORPUS CHRISTI, TEXAS
DEPARTMENT OF ENGINEERING SERVICES



CORPUS CHRISTI BAY



N

SCALE: N.T.S.

PROJECT LOCATION

OCEAN DR.

LEXINGTON BLVD.

AERIAL MAP
NOT TO SCALE

Project Number: 20259A

CCAD DEAAG FLIGHT LINE
SAFETY IMPROVEMENTS

CITY COUNCIL EXHIBIT
CITY OF CORPUS CHRISTI, TEXAS
DEPARTMENT OF ENGINEERING SERVICES



BID TABULATION

Project Name:	CCAD DEAAG Flight Line Improvements - REBID
Project Number:	20259A
Owner:	City of Corpus Christi, Texas
Designer:	LVN, LLC.

				BIDDERS			
				Head, Inc.		AJ Commercial Services, Inc.	

Item	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
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BASE BID
PART A - GENERAL

A1	Mobilization (5%)	LS	1	\$ 12,580.62	\$ 12,580.62	\$ 47,353.00	\$ 47,353.00
A2	Bonds & Insurance (2%)	AL	1	\$ 10,043.51	\$ 10,043.51	\$ 30,265.00	\$ 30,265.00
A3	CCAD Security Clearances	AL	1	\$ 100.00	\$ 100.00	\$ 22,813.00	\$ 22,813.00
A4	Revegetation (St. Augustine Sod)	SY	1,935	\$ 5.79	\$ 11,203.65	\$ 14.30	\$ 27,670.50
SUBTOTAL PART A - GENERAL (Items A1 thru A4)				\$	33,927.78	\$	128,101.50

PART B - SITE IMPROVEMENTS

B1	Remove Existing 6" Red Traffic Lane Striping	LF	5,859	\$ 1.20	\$ 7,030.80	\$ 3.50	\$ 20,506.50
B2	Remove Existing 4" Yellow Lane Striping	LF	310	\$ 1.20	\$ 372.00	\$ 67.20	\$ 20,832.00
B3	Remove Existing 4" Double Yellow Traffic Lane Striping	LF	603	\$ 1.20	\$ 723.60	\$ 36.50	\$ 22,009.50
B4	Remove Existing Pavement Markings (Arrows and Symbols)	EA	34	\$ 45.34	\$ 1,541.56	\$ 789.00	\$ 26,826.00
B5	Remove Existing Stop Bar and Stop Sign (Combined)	EA	17	\$ 76.86	\$ 1,306.62	\$ 972.00	\$ 16,524.00
B6	Remove Existing Helicopter Parking Spaces - 6" Yellow Striping	LF	3,810	\$ 1.20	\$ 4,572.00	\$ 9.20	\$ 35,052.00
B7	Remove Existing Helicopter Parking Symbols	EA	14	\$ 277.22	\$ 3,881.08	\$ 3,341.00	\$ 46,774.00
B8	Remove Existing Helipad Striping	LS	2	\$ 3,377.14	\$ 6,754.28	\$ 35,807.00	\$ 71,614.00
B9	Remove Existing Compass Rose Striping	LS	1	\$ 1,527.06	\$ 1,527.06	\$ 49,691.00	\$ 49,691.00
B10	Demolish and Haul Off Existing Concrete	SF	4,789	\$ 3.66	\$ 17,527.74	\$ 6.90	\$ 33,044.10
B11	Site Grading (10' Either Side of New Concrete Pavement in Grass Areas)	SY	1,935	\$ 2.20	\$ 4,257.00	\$ 3.80	\$ 7,353.00
B12	Street Excavation (1' Beyond E.O.P.)	SY	2,479	\$ 18.72	\$ 46,406.88	\$ 26.40	\$ 65,445.60
B13	12" Compacted Subgrade (1' Beyond E.O.P.)	SY	2,479	\$ 4.26	\$ 10,560.54	\$ 6.40	\$ 15,865.60
B14	TX-5 Geogrid (1' Beyond E.O.P.)	SY	2,479	\$ 4.13	\$ 10,238.27	\$ 7.20	\$ 17,848.80

				BIDDERS			
				Head, Inc.		AJ Commercial Services, Inc.	
Item	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
B15	12" Crushed, Limestone Base (Type A, Grade 1-2) (1' Beyond E.O.P.)	SY	2,479	\$ 34.53	\$ 85,599.87	\$ 39.90	\$ 98,912.10
B16	12" Concrete Pavement (4,000 PSI)	SY	2,324	\$ 182.98	\$ 425,245.52	\$ 192.00	\$ 446,208.00
B17	Outside Lane Pavement Marking (4" Solid) (W)	LF	5,139	\$ 1.48	\$ 7,605.72	\$ 4.40	\$ 22,611.60
B18	Center Lane Pavement Marking (4" Broken) (Y)	LF	650	\$ 1.48	\$ 962.00	\$ 33.60	\$ 21,840.00
B19	Straight Arrow Pavement Marking	EA	28	\$ 118.48	\$ 3,317.44	\$ 1,673.00	\$ 46,844.00
B20	24" Stop Bar (12' Each)	EA	2	\$ 118.49	\$ 236.98	\$ 5,773.00	\$ 11,546.00
B21	Stop Sign Assembly	EA	2	\$ 555.27	\$ 1,110.54	\$ 585.00	\$ 1,170.00
B22	Stripe New Helicopter Parking Spaces - 4" Solid (Y)	LF	3,300	\$ 1.48	\$ 4,884.00	\$ 3.70	\$ 12,210.00
B23	Stripe New Helicopter Parking Symbols	EA	9	\$ 353.41	\$ 3,180.69	\$ 1,103.00	\$ 9,927.00
B24	Stripe New Helipad (Perimeter, Broken 4' + "H") (W) With Black Border	LS	2	\$ 1,410.61	\$ 2,821.22	\$ 17,538.00	\$ 35,076.00
B25	Stripe New Compass Rose	LS	1	\$ 9,914.37	\$ 9,914.37	\$ 58,460.00	\$ 58,460.00
B26	Broken Double Yellow Stripe With Black Background	LF	45	\$ 28.97	\$ 1,303.65	\$ 358.10	\$ 16,114.50
B27	Rehab Existing Expansion Joints	LF	28,820	\$ 2.88	\$ 83,001.60	\$ 4.90	\$ 141,218.00
B28	Remove & Store Existing Oil-Water Separator	LS	1	\$ 27,026.37	\$ 27,026.37	\$ 2,192.00	\$ 2,192.00
B29	Reinstall Existing Oil-Water Separator	LS	1	\$ 2,537.88	\$ 2,537.88	\$ 3,654.00	\$ 3,654.00
B30	Concrete Filled Bollards	EA	6	\$ 671.24	\$ 4,027.44	\$ 1,315.00	\$ 7,890.00
B31	Remove Existing 4" PVC Force main	LF	22	\$ 7.04	\$ 154.88	\$ 55.50	\$ 1,221.00
B32	Install New 4" SCH 80 Force main	LF	37	\$ 176.35	\$ 6,524.95	\$ 324.50	\$ 12,006.50
B33	12" Steel Casing With 4" SCH 80 PVC Forcemain Carrier Pipe	LF	32	\$ 553.96	\$ 17,726.72	\$ 468.00	\$ 14,976.00
B34	Remove Existing 10" Gravity Wastewater	LF	29	\$ 16.02	\$ 464.58	\$ 55.50	\$ 1,609.50
B35	Install New 10" DR 26 PVC Gravity Wastewater	LF	8	\$ 270.98	\$ 2,167.84	\$ 1,385.50	\$ 11,084.00
B36	Cut & Cap Water Spigot And Remove Protective Bollards	LS	1	\$ 493.97	\$ 493.97	\$ 1,754.00	\$ 1,754.00
B37	Remove Existing Electrical Vault	LS	1	\$ 2,259.61	\$ 2,259.61	\$ 3,654.00	\$ 3,654.00
B38	Allowance for Unanticipated Site Improvements (MANDATORY)	AL	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
SUBTOTAL PART B - SITE IMPROVEMENTS - (Items B1 thru B38)				\$ 829,267.27	\$ 1,451,564.30		
TOTAL BASE BID				\$ 863,195.05	\$ 1,579,665.80		



AGENDA MEMORANDUM

Action Item for the City Council Meeting August 31, 2021

DATE: August 16, 2021

TO: Peter Zanoni, City Manager

FROM: Heather Hurlbert, CPA, CGFO, Director of Finance & Business Analysis
Heatherh3@cctexas.com
361-826-3227

Approval of amended Corpus Christi B Corporation Guidelines & Criteria for Granting Business Incentives

CAPTION:

Resolution approving an amendment to the Corpus Christi B Corporation Guidelines and Criteria for Granting Business Incentives, Resolution approving an amendment to the Corpus Christi B Corporation Guidelines and Criteria for Granting Business Incentives, specifically that the Mayor, the Mayor's appointee to the Corpus Christi Regional Economic Development Corporation, the City Manager and appropriate City staff will receive courtesy copies of applications as soon as they are received by the Corpus Christi Regional Economic Development Board.

SUMMARY:

On August 16, 2021, the Corpus Christi B Corporation made a motion approving an amendment to the Type B Corporation Guidelines and Criteria for Granting Business Incentives. The approved changes were made to sections two, twelve and thirteen.

BACKGROUND AND FINDINGS:

Section 2. Mission & Goals

- (c) The role of the Corporation in carrying out this mission and goals is to review and approve applications for business incentives, recognizing that the Corpus Christi Regional Economic Development Corporation exists for the purpose of organizing, coordinating, and leading the City's economic development efforts. CCREDC shall be responsible for accepting and processing all Type B incentive applications and forwarding to the Board and Corporation with recommendations for action. When applications are received, CCREDC will provide a courtesy copy to the Mayor, the Mayoral appointee to the CCREDC Board of Directors, and the City Manager. All completed applications filed with CCREDC that meet the qualifying standards of the Type B Program, ~~and~~ provided that funds allocated and budgeted funds are available, will be ~~forwarded-presented~~ to the Type B Board along with a recommendation on course of action at an appropriate meeting

following the review of the CCREDC Board. CCREDC will provide a monthly report to the Board of any application that was deemed ineligible and the reason.

Section 12. Application

- (a) Written Application. Any present or potential Owner or sponsor may request business incentives by filing an authorized and signed application with the President of the CCREDC, who will provide a courtesy copy to the Mayor, the Mayoral appointee to the CCREDC Board of Directors, the City Manager and appropriate City staff.
- (c) Feasibility/Economic Impact Study. After receipt of a completed application, the President of the CCREDC shall cause to be performed an economic impact report. This report may be completed by CCREDC (or its consultant) using established accepted economic impact models such as IMPLAN, RIMS II, EMSI, or similar model. This study shall include, but not be limited to, an estimate of the economic effect of incentives, including job creation, employment enhancement and capital investment. Once completed, the study and the application will be forwarded to the Board for review **and discussion** before consideration of any Agreement. The costs and expenses of the feasibility/economic impact study shall be borne by the Economic Development Corporation. The economic impact report should clearly identify the direct and indirect economic impact of each project.
- (d) No Business Incentives if Construction or Program has commenced. No business incentive Agreement shall be approved if the application was filed after the commencement of any construction, alteration or installation of improvements related to the proposed Facility Modernization, Expansion or New Facility. Similarly, no business incentive Agreement shall be approved for any program if the application was filed after the program has been **establishment established** or program activity has commenced.
- (e) Financial Information. The applicant shall provide to the Corporation, or the Corporation's appointed agent, the last three years of financial statements—company and/or personal financial statements for review and evaluation to assess the financial strength of the applicant. After receipt of the financial statements, the President of the CCREDC may cause a financial review to be performed. Upon completion, any negative findings from the financial review will be forwarded to the City Manager and the Board for review **and discussion** before consideration of an Agreement. The applicant will be allowed to address, and explain in writing, any negative findings before the Corporation takes action on an Agreement.

Section 13. Approval

Remove (b) in its entirety.

~~(b) Project Agreement Required. Each Agreement shall also include and be accompanied by a separate Project Agreement executed between the Corporation and the City.~~

ALTERNATIVES:

N/A.

FISCAL IMPACT:

There is no financial impact.

Funding Detail:

Fund:	N/A
Organization/Activity:	N/A
Mission Element:	N/A

Project # (CIP Only): **N/A**
Account: **N/A**

RECOMMENDATION:

Staff recommends approval of the Type B Guidelines and Criteria for Granting Business Incentives.

LIST OF SUPPORTING DOCUMENTS:

Amended Type B Guidelines and Criteria for Granting Business Incentives – Redline Resolution

Resolution approving an amendment to the Corpus Christi B Corporation Guidelines and Criteria for Granting Business Incentives.

WHEREAS, the Board of Directors, Corpus Christi B Corporation (“Type B Board”), on November 12, 2018, adopted the Corporation's Guidelines and Criteria for Granting Business Incentives (the “Guidelines”), which were approved by City Council on November 27, 2018;

WHEREAS, the Type B Board approved an amendment to the Guidelines on August 16, 2021; and

WHEREAS, the City Council believes that it is in the best interest of the residents of the City to approve the Guidelines as approved by the Type B Board;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. That the Corpus Christi B Corporation Guidelines and Criteria for Granting Business Incentives, as amended on August 16, 2021, are approved. A copy of the guidelines is attached to and incorporated into this resolution.

PASSED AND APPROVED on the _____ day of _____, 2021:

Paulette M. Guajardo _____

Roland Barrera _____

Gil Hernandez _____

Michael Hunter _____

Billy Lerma _____

John Martinez _____

Ben Molina _____

Mike Pusley _____

Greg Smith _____

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor

CORPUS CHRISTI B CORPORATION GUIDELINES & CRITERIA

FOR GRANTING BUSINESS INCENTIVES

WHEREAS, the attraction of long-term investment and the establishment of primary jobs in Corpus Christi would enhance the City's economic base bringing new revenues into the economy; and,

WHEREAS, Corpus Christi must compete with other communities across the nation currently offering a variety of business incentives to attract jobs and business; and,

WHEREAS, the Texas Legislature in Section 4B of Article 5190.6, Vernon's Texas Revised Civil Statutes (Development Corporation Act of 1979), now codified as Subtitle C1, Title 12, Texas Local Government Code, ("the Act"), empowered local communities with the ability to adopt an optional local sales and use tax as a means of improving the economic health and prosperity of their citizens;

WHEREAS, on November 8, 2016, residents of the City of Corpus Christi ("City") passed Proposition 1, Adopt Type B Sales Tax to Replace Expiring Type A Sales Tax, which authorized the adoption of a sales and use tax for the promotion and development of new and expanded business enterprises at the rate of one-eighth of one percent to be imposed for 20 years;

WHEREAS, Proposition 1 limited the use of the 1/8th cent sales tax to the following:

- 1) 50% for economic development, specifically the promotion and development of new and expanded business enterprises to the full extent allowed by Texas law;
- 2) Up to \$500,000 annually on affordable housing; and
- 3) Balance of proceeds to be used for the construction, maintenance and repair of arterial and collector streets and roads;

WHEREAS, the 1/8th cent sales tax authorized by passage of Proposition 1 was subsequently enacted by the City Council and filed with the State Comptroller of Texas, effective April 1, 2018, to be administered by the City's Section Type B board of directors (Corpus Christi B Corporation Board);

WHEREAS, it is stated desire of the Corporation's Board of Directors that funds approved for the promotion and development of new and expanded business enterprises can only be used for any eligible project under Texas Local Government Code Chapters 501 and 505.

WHEREAS, to assure a common, coordinated effort to promote economic development, these Guidelines and Criteria have been circulated among the City of Corpus Christi, other governmental entities, the Corpus Christi Regional Economic Development Corporation, area chambers of commerce and the Corpus Christi community in general for consideration;

NOW, THEREFORE, BE IT RESOLVED by the Corpus Christi B Corporation that these Guidelines and Criteria for Granting Business Incentives be adopted:

Section 1. Definitions.

(a) "Agreement" means a contractual agreement between a property owner and/or lessee within the City of Corpus Christi City Limits and the "Corporation" for the purposes of granting business incentives.

(b) "Basic Manufacturing or Service Facility" means buildings and structures, including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services.

(c) "Board" means the Corpus Christi B Corporation Board (Section 4B Board) as established by "City" Resolution 031343 and pursuant to the "Act".

(d) "Business Incubator" means a program established with the primary objective of improving the potential success of emerging primary employers, preferably through the transfer or application of technology, and in doing so, creates jobs, ensures self-sufficiency and invigorates the local economy. Through such programs, small business owners typically have access to assistance which might include items such as rental space, administrative support services, on-site business consulting, workshops, enterprise facilitation, and business management seminars.

(e) "Capital Investment" means the increase in the assessed value of an eligible property as a result of "expansion" or "modernization" of an "existing facility" or construction of a "new facility." It does not mean or include "deferred maintenance".

(f) "City" means the City of Corpus Christi, Texas.

(g) "CCREDC" means the Corpus Christi Regional Economic Development Corporation which serves as a professional economic development advisor to the City, the Corporation, and the Board:

(h) "Corporation" means the City of Corpus Christi B Corporation established by "City" Resolution 031343.

(i) "Deferred Maintenance" means improvements necessary for continued operations which do not improve productivity or are performed to meet regulatory obligations.

(j) "Economic Driver" means a project that will add at least 50 full time employees and at least 50% of their sales and revenue come from outside a 50-mile radius from the intersection of Staples Street and Leopard Street. These revenues will increase the wealth of the area.

(k) "Economic Life" means the number of years a property improvement is expected to be in service in a "facility".

(l) "Executive Director" means the City Manager or his/her designee.

(m) "Expansion" means the addition of buildings, structures, fixed machinery or equipment for the purposes of increasing capacity.

(n) "Facility" means property improvements completed or in the process of construction which together compromise an integral whole, as well as new fixed machinery or equipment.

(o) "Jobs" means employment of a full-time employee, contractor, consultant, or leased employee who has a home address in the Corpus Christi MSA.

(p) "Living wage" means the annual amount determined by the U.S. Department of Health and Human Services for the Corpus Christi area as being at the poverty level for a family of three, divided by 2,080 hours per year.

(q) "Modernization" means the replacement and upgrading of existing "facilities" which increase the productive input or output, updates the technology or substantially lowers the unit cost of the operation, and extends the economic life of the "facilities". Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, repairing or completion of "deferred maintenance".

(r) "New Facility" means a property previously undeveloped which is placed into service by means other than or in conjunction with an "expansion" or "modernization".

(s) "Owner" means the owner of a "facility" or "program" subject to business incentives. If the "facility" is constructed on a leased property, the owner shall be the party which owns the property subject to the business incentive. The other party to the lease shall join in the execution of the "agreement" but shall not be obligated to assure performance of the party receiving business incentive.

(t) "Petrochemical Facility" means buildings and structures, including fixed machinery and equipment, the primary purpose of which is or will be the manufacture or processing of petrochemicals or fuels by physical or chemical change.

(u) "Primary Employer" means a business in which at least 50% of its goods and/or services are sold to customers that are located more than 50 miles from the intersection of Staples Street and Leopard Street and (1) whose goods and/or services are in one of the following two-digit NAICS codes 31-33 Manufacturing; 42 Wholesale Trade; 48-49 Transportation and Warehousing; 52 Finance and Insurance; 54 Professional and Technical; or 55 Management of Companies; or (2) which is a supplier of who supplies at least 50% of its non-retail goods and/or services to local primary employer(s) that are located within a 50 mile radius away. Professional services companies qualifying for incentives must have more than 50% of their contract work (i.e. the location where the physical work/construction/manufacturing, etc. resulting from the professional services is done) located outside of a 50-mile radius of the region. The inability of a company to satisfactorily document the "primary" nature of the jobs shall be deemed ineligible for this incentive agreement payments.

(v) "Regional Distribution Center Facility" means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond a 50-mile radius of Nueces County.

(w) "Regional Telecommunications/Data Processing Center Facility" means buildings and structures used or to be used primarily for the provision of telecommunication or data

processing services by the Facility operator where a majority of the services are provided to points beyond a 50-mile radius of Nueces County.

(x) "Research and Development Facility" means buildings and structures used or to be used primarily for the purpose of product developmental engineering, testing and evaluation.

(y) "Retention" means to retain existing primary employers so that they continue their business operation within the Corpus Christi city limits and its extraterritorial jurisdiction (ETJ).

(z) "Small Business" means an employer that employs 49 or less full time (2,080 hours/year) permanent jobs at the time of application.

(aa) "Small Business Primary Employer" means a primary employer that employs 49 or less full time permanent jobs at the time of application and complies with the requirement(s) set forth under "Definitions" letter (z).

Section 2. Mission & Goals

(a) It shall be the mission of the Board in administration of these Guidelines and Criteria to promote, encourage and enhance the expansion of the City tax base and economy through granting business incentives.

(b) The goals of the Board in administration of these Guidelines and Criteria are to:

- Create and retain jobs;
- Expand the City tax base and economy;
- Strengthen and diversify the local economy.

(c) The role of the Corporation in carrying out this mission and goals is to review and approve applications for business incentives, recognizing that the Corpus Christi Regional Economic Development Corporation exists for the purpose of organizing, coordinating and leading the City's economic development efforts. CCREDC shall be responsible for accepting and processing all Type B incentive applications and forwarding to the Board and Corporation with recommendations for action. When applications are received, CCREDC will provide a courtesy copy to the Mayor, the Mayoral appointee to the CCREDC Board of Directors, and the City Manager. All completed applications filed with CCREDC that meet the qualifying standards of the Type B Program, ~~and~~ provided that funds allocated and budgeted funds are available, will be ~~forwarded-presented~~ to the Type B Board along with a recommendation on course of action at an appropriate meeting following the review of the CCREDC Board. CCREDC will provide a monthly report to the Board of any application that was deemed ineligible and the reason.

Section 3. Business Incentives Authorized.

(a) Primary Employer and Small Business Primary Employer Business Incentives Authorized. Incentives granted by Agreement under these guidelines pursuant to Section 4 below may include, but are not limited to the following:

- land, facilities, equipment & infrastructure grants;
- loan participation/guarantees;
- direct low interest loans;

- rent subsidies;
- relocation and moving expense grants;
- job training grants/loans;
- business incubation activities; and
- Projects located in a tax increment reinvestment zone will be given preference.

(b) Small Business Incentives Authorized. Incentives granted by Agreement for Small Business under these guidelines pursuant to Section 5 below may include, but are not limited to the following:

- Small Business start-up grants/loans;
- Business Incubation grants/loans; and
- Business Incubator development.

(c) Education Skills Development (defined below)

Section 4. Primary Employer Business Incentives.

(a) Authorized Facilities. A Capital Investment for a Facility may be eligible for incentives by Agreement if it creates or retains jobs for a Primary Employer. Incentives may be granted for land or Capital Investment related to either New Facilities or improvements to existing Facilities for the purpose of Modernization, Expansion, or for Capital Investment necessary for the retention of an existing primary employer. The following types of property shall be ineligible for business incentives: inventories; supplies; tools; furnishings and other forms of movable personal property (not including capital production equipment); vehicles; vessels; aircraft; deferred maintenance investments; improvements to real property which have an economic life of less than 15 years; and, with the exception of the City of Corpus Christi, property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.

(b) Annual Certification. The Business Incentive Agreement shall require annual certification of capital investment as required by the Agreement.

(c) Completion of Facility Construction. The completion of Facility construction or installation of Capital Investment shall be deemed to occur upon the earliest of the following events (as determined by the Board):

- when a permanent certificate of occupancy is issued for the project;
- when commercial production of a product or provision of a service is achieved at the Facility;
- when the architect or engineer supervising construction issues a certificate of substantial completion, or some similar instrument; or,
- two (2) years after the date of the Agreement.

(d) Average Wage Requirement. In determining an incentive based on net jobs, the following matrix shall be considered as a guiding principal for incentive reviews.

Gross Payroll Incentive per Job for employees, leased employees, contractors, and consultants. Benefits shall not be included in the gross payroll calculations.

<\$30,000 per job	A maximum of \$750 per net job*
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\$30,000 to \$40,000 per job	\$751 to \$5,000 per job*
\$40,001 to \$50,000 per job	\$5,001 to \$10,000 per job*
>\$50,000 per job	\$10,001+ per job*

*up to, or not-to-exceed amounts, based on projected economic impact report and CCREDC staff recommendations.

(e) For each project an economic impact report using accepted industry standards will be completed. For purposes of calculating the impact, only direct and indirect (not induced) revenue impacts shall be considered. As a guiding principle, no company creating fewer than 50 net jobs (FTEs) should receive more than 50% of the positive economic impact value calculated and paid over a five-year period.

Companies creating over 50 net jobs may be eligible to receive greater than 50% of the net positive economic impact. As a guiding principle, major employment projects (over 50 net jobs) will have a significant city-wide economic impact and may be generally considering multiple cities or metro areas and shall be designated as Economic Driver projects. When there is clear and direct evidence that the City is in direct competition with another region for such a major project (over 50 net jobs) the guiding principle may require the Board and City to extend incentives offers beyond 50% of the direct and indirect economic impact of the project. The CCREDC staff will present to the Board a recommendation including the summary economic impact report, based on careful analysis and negotiations with the applicant company along with a clear acknowledgement when a project may require (or has requested) incentives in excess of the 50% direct and indirect positive benefits for the project. As a further guiding principle, incentives should not exceed 100% of the direct and indirect project benefits unless clear evidence exists that the project will bring further investments or is a “game changer” deal that will significantly and positively impact the wider Corpus Christi economy.

(f) Job Creation Qualification. In order to be eligible for business incentives, the planned Capital Investment must create and maintain the minimum number of 50 full-time (2,080 hours/year) permanent jobs within the agreed time of an effective date as set out in the Agreement. Annual validation of wage rates shall be provided as set forth in Section 11 (b) herein. With regard to job training, an exception to this requirement may be granted by the Board on a case by case basis.

(g) Health Insurance. To qualify for incentives, a primary employer shall certify that it has offered a health insurance program that meets federal and/or state standards for its employees during the term of the Agreement.

Section 5. Small Business Incentives.

(a) Authorized Projects/Dedicated Allocation. For projects which may not meet the requirements of Section 4 above, business incentives may also be granted to Small Business to create jobs through Small Business start-up and/or Business Incubation. On an annual basis, the Board may budget a separate allocation for funding all small business start-up and/or business incubation incentives.

(b) Wage and Job Creation Requirements. Wage and job creation requirements for Small Business start-up and Business Incubation shall be evaluated and determined by the Board on a case by case basis.

(c) Each Small Business incentive application shall be accompanied by an economic impact report prepared by CCREDC and each company shall adequately report job and payroll numbers to CCREDC for reporting and compliance. The CCREDC staff shall prepare a recommendation to the Board on an appropriate course of action on levels of incentives to be offered.

Section 6. Small Business Primary Employer Incentives.

Authorized Projects/Dedicated Allocation. For projects which may not meet the requirements of Section 4 above, business incentives may also be granted to Small Business Primary Employers to create jobs through Small Business start-up and/or Business Incubation. On an annual basis, the Board may budget a separate allocation for funding all small business start-up, expansion, retention, and/or business incubation incentives.

Section 7. Small Business Support

- (a) Small business support programs are programs designed to help small businesses grow in the community to create jobs. These programs may include technical assistance, business assistance, loan programs, and internships.
- (b) Internships will be funded at a maximum of 50% of the wage plus FICA.
- (c) The programs must report at a minimum; the number of interns, the companies using interns, intern duties, whether the intern received a job at that company, and whether the intern received a job in the area. Companies cannot use this as a supplement to their workforce. Interns must be used in their academic major field. Internship programs shall not be used as a substitute for permanent job or position creation. Companies cannot use interns more than two years without creating a job. If they do not create a job in that time they will be removed from the list for one year. No company shall receive an intern if another company, who has never had an intern, is requesting one.
- (d) Small business support program grants will not automatically be renewed; organizations must reapply annually.

Section 8. Education/Skills Development.

- (a) Requests for education/skills development grants must be made through the application process adopted for all other business applicants.
- (b) Education/Skills Development projects must target job skills that are currently needed or will become needed within the next three years as identified by WorkForce Solutions, Inc.
- (c) The Education/Skills Development grant must be matched by the applicant by at least 50% of the cash contributed. In-kind donations/contributions will not count toward this minimum.
- (d) The programs must report the number of students, the number of graduates, and their location and average salary when they are ultimately hired. Failure to do so may jeopardize future applications.
- (e) Economic Impact, given the unique nature of these projects, may include direct, indirect and even induced economic impact, but awarded incentive grants should be matched with the educational institution's actual cash (not in-kind) participation, or exceed 50% of the value of the economic impact.
- (f) The grant shall be used for capital expenditures and not for operations.
- (g) Economic impact report should be completed by an independent third party deemed acceptable by CCREDC, on behalf of the Board.

(h) Grants for internships made through the Education/Skills Development portion of the sales tax fund must meet following requirements:

- Requests must be made through the application process adopted for all other business applicants.
- The internships must target job skills that are currently needed or will become needed within the next three years as identified by WorkForce Solutions, Inc. unless it is under the internships for business.
- The companies using interns must pay a portion of the wage and applicable FICA payroll tax portion
- The internship must be through an approved academic or training program
- The grant agreement will be with that academic or training program.
- The grant recipient must implement a program to educate companies that can make use of interns, of the program specifics and how those companies may participate.

Section 9. Certain targeted infrastructure

These projects will promote or develop new or expanded business enterprises. The grants are limited to streets and roads, rail spurs, water and sewer utilities, and electric utilities, gas utilities, drainage, site improvements, and related improvements, telecommunications and internet improvements, especially in locations that eliminate blight or areas of high unemployment such as Texas Enterprise zones, Tax Increment Reinvestment Zones (TIRZ #2 and #3), other reinvestment zones, and Opportunity Zones.

Section 10. Other Projects.

Projects under this section can be any project allowed under Texas Local Government Code Chapter 505.

Section 11. Universal Requirements.

(a) Project Implementation. An authorized project funded by a business incentive under this Section must be implemented within two (2) years from the date of the Agreement.

(b) Location or Residency Requirement. Facilities or land may be eligible for business incentives only in the event that any associated Capital Investment is located within the City. Property which is covered by an executed industrial district agreement shall be considered to be within the City for purposes of determining if a project meets location requirements. With regard to job training incentives, these may be eligible outside of the City only in the event that at least 51% of the jobs created during the term of the Agreement are held by residents of the City. Incentives for any property not within City limits, including properties in the Industrial District will require permission from the governing body who controls the property in accordance with Texas law.

(c) Living Wage Requirement. In order to count as a permanent full-time job under this incentive program, the job should provide a “living wage” for the employee. The target living wage under this abatement program is that annual amount equal to or greater than poverty level for a family of three, established by the U.S. Department of Health and Human Services Poverty Guidelines, divided by 2,080 hours per year for that year. The City has the right to adjust the

living wage target under these Guidelines and insert a specific target in each property Agreement to govern the abatement offered under that Agreement.

(d) Health Insurance. To qualify for any incentive, an employer shall certify that it has offered a health insurance program for its employees during the term of the Agreement and in compliance with state and federal standards for healthcare coverage.

(e) Utilization of Local Contractors and Suppliers. Developer must agree to exercise reasonable efforts in utilizing local contractors and suppliers in the construction of the Project, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency in the normal course of business, with a goal of 50% of the total dollar amount of all construction contracts and supply agreements for elements that are not owner-provided or owner affiliate-provided being paid to local contractors and suppliers within the 50 mile radius of Leopard Street and Staples Street intersection. For the purposes of this section, the term "local" as used to describe manufacturers, suppliers, contractors, and labor includes firms, businesses, and persons who reside in or maintain an office within the 50-mile radius of Leopard Street and Staples Street intersection. The Developer agrees, during the construction of the Project and for four years after Completion, to maintain written records documenting the efforts of the Developer to comply with the Local Requirement.

(f) Utilization of Disadvantaged Business Enterprises. Developer must agree to exercise reasonable efforts in utilizing contractors and suppliers that are determined to be disadvantaged business enterprises, including minority business enterprises women-owned business enterprises and historically-underutilized business enterprises, in the construction of elements of the Project that are not owner-provided or owner affiliate-provided. In order to qualify as a business enterprise under this provision, the firm must be certified by the City, the Regional Transportation Authority or another governmental entity in the jurisdiction of the home office of the business as complying with state or federal standards for qualification as such an enterprise. The Developer agrees to a goal of 30% of the total dollar amount of all construction contracts and supply agreements, for elements of the Project that are not owner-provided or owner affiliate-provided, being paid to disadvantaged business enterprises, with a priority made for disadvantaged business enterprises which are local. The Developer agrees, during the construction of the Project and for four years after Completion, to maintain written records documenting the efforts of the Developer to comply with the DBE Requirement. For the purposes of this section, the term "local" as used to describe contractors and suppliers that are determined to be disadvantaged business enterprises, including minority business enterprises women-owned business enterprises and historically-underutilized business enterprises includes firms, businesses, and persons who reside in or maintain an office within a 50-mile radius of Nueces County.

(g) Insurance Requirements. Each recipient of business incentives shall carry worker's compensation insurance and other appropriate insurance coverage as the Board may determine is appropriate and required in the Business Incentive Agreement.

(h) Performance Agreement. Each recipient of a business incentive will enter into a performance agreement with the Corporation. The performance agreement will provide, at a minimum, a schedule of additional payroll or jobs to be created or retained and the capital investment to be made as consideration for an incentive provided or expenditure made by the Corporation under the agreement. Additionally, the performance agreement will specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement.

Section 12. Application.

(a) Written Application. Any present or potential Owner or sponsor may request business incentives by filing an authorized and signed application with the President of the CCREDC, who will provide a courtesy copy to the Mayor, the Mayoral appointee to the CCREDC Board of Directors, the City Manager and appropriate City staff.

(b) Contents of Application. The application shall consist of a completed application form accompanied (when applicable) by the following:

- a general description of proposed Capital Investments to the Facility;
- a descriptive list of the improvements or program for which business incentives are requested;
- a list of the kind, number and location of all proposed improvements of the property;
- a map and property description; and,
- a time schedule for undertaking and completing the proposed improvements or programs.

In the case of a Modernization or Expansion project, a statement of the assessed value of the Facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as the Corporation or City deems appropriate for evaluating the financial capacity and other relevant factors of the applicant.

(c) Feasibility/Economic Impact Study. After receipt of a completed application, the President of the CCREDC shall cause to be performed an economic impact report. This report may be completed by CCREDC (or its consultant) using established accepted economic impact models such as IMPLAN, RIMS II, EMSI, or similar model. This study shall include, but not be limited to, an estimate of the economic effect of incentives, including job creation, employment enhancement and capital investment. Once completed, the study and the application will be forwarded to the Board for review ~~and discussion~~ before consideration of any Agreement. The costs and expenses of the feasibility/economic impact study shall be borne by the Economic Development Corporation. The economic impact report should clearly identify the direct and indirect economic impact of each project.

(d) No Business Incentives if Construction or Program has commenced. No business incentive Agreement shall be approved if the application was filed after the commencement of any construction, alteration or installation of improvements related to the proposed Facility Modernization, Expansion or New Facility. Similarly, no business incentive Agreement shall be approved for any program if the application was filed after the program has been ~~establishment~~ established or program activity has commenced.

(e) Financial Information. The applicant shall provide to the Corporation, or the Corporation's appointed agent, the last three years of financial statements—company and/or personal financial statements for review and evaluation to assess the financial strength of the applicant. After receipt of the financial statements, the President of the CCREDC may cause a financial review to be performed. Upon completion, any negative findings from the financial review will be forwarded to the City Manager and the Board for review ~~and discussion~~ before consideration of an Agreement. The applicant will be allowed to address, and explain in writing, any negative findings before the Corporation takes action on an Agreement.

Section 13. Approval.

~~(a)~~ Reservation of Rights. The Board reserves the right to determine the eligibility of a project and the terms and conditions of any loan, grant or guarantee based on the mission, goals and objectives in Section 2 above. Nothing herein shall be construed to limit the authority of the Board to examine each application for business incentives before it on a case-by-case basis and determine in its sole and absolute discretion whether or not the proposed project should be granted any business incentive and whether or not it complies with these Guidelines and Criteria, is feasible, and whether or not the proposed business incentives will be to the long-term benefit of the City.

~~(b) Project Agreement Required. Each Agreement shall also include and be accompanied by a separate Project Agreement executed between the Corporation and the City.~~

Section 14. Agreement.

(a) Contents of Business Incentive Agreement. The Agreement shall include (when applicable):

- the estimated value of Capital Investment;
- the commencement date and termination date of the business incentive;
- the proposed use of the Facility, nature of construction, time schedule, map, property description and improvements list as provided in the application as required;
- in the case of programs, the proposed program description, targeted employment market, nature and schedule of activities, facilities and equipment used to carry out activities, and complete program budget listing all sources of funding and projected expenditures;
- the contractual obligations in the event of default, delinquent taxes, recapture, administration and assignment as provided in these Guidelines or other provisions that may be required for uniformity or by state law; and,
- the number of permanent jobs, and wage/salary minimums for jobs created.
- Commencement must occur within the time frame specified and agreed to in the agreement.

(b) Time of Execution. The business incentive Agreement shall normally be considered by the Board within 60 days after the applicant has provided all necessary information and documentation.

(c) Deadline for Execution. If the incentive proposal is approved by the Corporation Board of Directors, then the Owner will have ninety (90) days from the date the final Business Incentive Agreement is received by the Owner to execute the Agreement.

Failure to execute the Business Incentive Agreement within ninety (90) days from date of receipt will result in the Agreement being null and void and of no effect.

Section 15. Recapture.

(a) Failure to Timely Comply and Continue Operations. In the event that the Owner of a Facility or program fails to timely, fully and completely comply with any one or more of the Agreement requirements, obligations, duties, terms, conditions or warranties, such failure shall be an act of default and, if not fully and completely cured and corrected, Corporation and/or City may terminate the Agreement and pursue all legal remedies as provided by law. If the Owner is not in compliance during any compliance reviews, then the Corporation, in its sole discretion, shall determine the incentives that the Owner shall be required to refund. As a best practice, incentive agreements should include an appropriate graded scale of penalties negotiated on a case-by-case basis to ensure applicants adhere to performance goals and to ensure any penalties are reflective of the level of non-performance.

(b) Employment Verification. Owner shall annually provide documentation, in the form of quarterly Texas Workforce Commission payroll reports or other mutually acceptable employment and payroll report, to verify compliance with job and payroll commitments. The four quarterly reports, required to be filed with the Texas Workforce Commission, shall be due not later than the fifteenth day after the deadline for filing the fourth quarter report with the Texas Workforce Commission, each year. Corporation may request Owner to provide such documentation at any time.

(c) Delinquent Taxes. In the event that the Owner allows its ad valorem taxes to become delinquent and fails to timely and properly follow the legal procedures for its protest and/or contest, the Agreement shall terminate and so shall the business incentives.

(d) Utility Payments. In the event that the Owner allows its utility billing payments to become delinquent, the Agreement shall terminate and so shall the business incentives.

(e) Notice of Default. Should the Corporation and/or City determine that the Owner be in default according to the terms and conditions of its Agreement, it shall notify the Owner in writing at the address stated in the Agreement that if such is not cured within 60 days from the date of such notice (the "Cure Period"), then the Agreement may be terminated. In the event the Owner fails to cure said default during the Cure Period, the Agreement may be terminated. If default on new construction occurs at the fault of the Owner, then the Owner must provide a written explanation of the reason for the default to the Corporation. This written explanation, and any legitimate reasons for delay, will be taken into consideration as a possible remedy for the default. The Owner shall also notify the Corporation, in writing, explaining any delays in completing any required Agreement milestones as soon as the delays are realized. These Agreement milestones would include deadlines for completion of new construction, hiring new employees, or any other required Agreement milestones.

(f) Potential Liability. After exhausting good faith attempts to address any perceived default during the Cure Period, and taking into account any extenuating circumstances that might have occurred through no fault of the Owner as determined by the Board, potential liability under an Agreement may include the immediate return of all money grants and consideration previously paid, the maximum lawful rate of interest on all money paid until fully repaid, reasonable attorney fees and costs of court to collect such money, and the termination of all further

obligations made under Agreement. In addition, City and/or Corporation shall not be liable for any alleged consequential damages.

Section 16. Administration.

(a) Access to Facility. The Agreement shall stipulate that employees and/or designated representatives of the City will have access to the Facility or program during the term of the Agreement for inspection to determine if the terms and conditions of the Agreement are being met. All inspections will be made only after giving 24-hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility or program. Inspections will be made with one or more representatives of the Owner and in accordance with its safety standards.

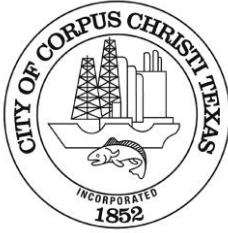
(b) Annual Reviews. Business Incentive Agreement reviews will be conducted annually to ensure that the Owner is in compliance with the provisions of the Agreement. If the Owner is not in compliance or is in default, then the appropriate provision of the Agreement, as outlined in Section 9 herein and the Agreement, will be enforced to recover incentives paid to Owner, unless the Owner remedies the default on or before the conclusion of any Cure Period.

(c) Annual Evaluation. The City, or designee, acting on behalf of the Corporation, shall annually evaluate compliance with the Agreement and report possible violations of the Agreement. As part of this evaluation, the Owner shall provide information sufficient to ensure compliance.

(d) Right to Modify or Cancel. Notwithstanding anything herein or in any agreement to the contrary, the Board may cancel or modify the Agreement if the Owner fails to comply with the Agreement.

Section 17. Waivers/Variances

The Corporation shall have discretion to vary, alter, and/or waive any guideline or criteria set forth herein when such variance, alteration, and/or waiver shall be in the public interest and in furtherance of the purposes and goals of the Corporation as set forth in its Certificate of Formation, its By-laws, Ordinance 030930, and the Act.



AGENDA MEMORANDUM

Public Hearing/First Reading for the City Council Meeting of August 31, 2021
Second Reading Ordinance for the City Council Meeting of September 7, 2021

DATE: August 23, 2021

TO: Peter Zanoni, City Manager

FROM: Eddie Houlihan, Director of Management & Budget
EddieHo@cctexas.com
(361) 826-3792

Public Hearing and Ordinance of the Proposed FY 2021-2022 Budget

CAPTION:

ADOPTING THE CITY OF CORPUS CHRISTI OPERATING BUDGET FOR THE FISCAL YEAR 2021-2022 BEGINNING OCTOBER 1, 2021; AUTHORIZING PERSONNEL COMPLEMENTS; PROVIDING FOR COPY TO BE FILED WITH THE COUNTY CLERK; APPROPRIATING FUNDS AS PROVIDED IN THE BUDGET; AND ADOPTING THE INFRASTRUCTURE MANAGEMENT PLAN.

SUMMARY:

This item is to adopt the budget as amended by the schedule of adjustments for the upcoming fiscal year with total proposed amended expenditures of \$1,027,039,395 and total proposed amended revenues of \$986,566,695 which includes an increase of \$9,095,758 in property tax revenues over the prior year for operating.

BACKGROUND AND FINDINGS:

City Charter requires City Council to review and act on the Budget on a yearly basis. The City of Corpus Christi is proposing amended expenditures of \$1,027,039,395 and total proposed amended revenues of \$986,566,695 which includes an increase of \$9,095,758 in property tax revenues over the prior year for operating.

This budget will raise more total property taxes than last year's budget by \$9,095,758 or 6.9% (General Fund \$5,444,051, Debt Service Fund \$3,088,733, Residential Street Reconstruction Fund \$562,974), and of that amount an estimated \$2,425,379 is tax revenue to be raised from new property added to the tax roll this year.

ALTERNATIVES:

Approval of the budget is required by the City Charter.

FISCAL IMPACT:

Total proposed expenditures are \$1,027,039,395 and total proposed revenues are \$986,566,695 which includes an increase of \$9,095,758 in property tax revenues over the prior year for operating.

RECOMMENDATION:

Staff recommends approval of the FY2021-2022 Proposed Budget as amended by the schedule of adjustments with expenditures of \$1,027,039,395 and total proposed amended revenues of \$986,566,695 which includes an increase of \$9,095,758 in property tax revenues over the prior year for operating

LIST OF SUPPORTING DOCUMENTS:

FY 2021-2022 Budget Ordinance
Schedule of Adjustments
IMP Schedule

ORDINANCE

ADOPTING THE CITY OF CORPUS CHRISTI OPERATING BUDGET FOR THE FISCAL YEAR 2021-2022 BEGINNING OCTOBER 1, 2021; AUTHORIZING PERSONNEL COMPLEMENTS; PROVIDING FOR COPY TO BE FILED WITH THE COUNTY CLERK; APPROPRIATING FUNDS AS PROVIDED IN THE BUDGET; AND ADOPTING THE INFRASTRUCTURE MANAGEMENT PLAN

WHEREAS, the City Manager of the City of Corpus Christi (City), pursuant to Article IV, Section 2 of the City Charter, did submit to the City Council an operating budget proposal (Budget Proposal) of the revenues of the City, and the expenses of conducting the affairs thereof for the ensuing fiscal year beginning October 1, 2021, and ending September 30, 2022, and which Budget Proposal had been compiled from detailed information from the several departments, divisions, offices of the City, in accordance with the City Charter provision referenced above; and

WHEREAS, the members of the City Council have received and studied the City Manager's Budget Proposal and have called and held the proper hearing in accordance with Section 102.006, Texas Local Government Code, on the Budget Proposal; and

WHEREAS, pursuant to Section 2(f), Article IV, of the City Charter of the City of Corpus Christi, Texas, the City Council must appropriate such sums of money as provided in the Budget.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. That the Operating Budget of the City of Corpus Christi, covering proposed expenditures amounting to \$1,027,039,395 and estimated revenues amounting to \$986,566,695 for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022, as submitted by the City Manager, with modifications directed by the City Council and recorded in its minutes being incorporated by reference, is adopted.

SECTION 2. That upon the passage of this ordinance certain sums of money from all sources of City revenues, as described in the Operating Budget, shall be and they are appropriated to cover the sums for expenditures and investments as provided for each of the several funds in the Operating Budget, as modified by the City Council. Notwithstanding any other provision to the contrary, the City Manager is authorized to make transfers within departments, divisions, purposes, or funds, provided it is in accordance with applicable law.

SECTION 3. Police Officer Positions

The number of positions authorized for each police officer classification in the Police Department shall be:

Police officer and senior police officer - 403*

Police Lieutenant - 39

Police Captain - 15

Deputy Chief - 5

Assistant Police Chief - 3

Police Chief - 1

FY21-22 TOTAL 466

* These positions are interchangeable. Any police officer may become a senior police officer after 60 months' service by passing a pass/fail exam. This number may be temporarily increased by graduates from a police academy authorized by the City Manager, which temporary increase shall be reduced to budgeted total through attrition.

SECTION 4. Police Defunding Bill HB 1900

The City Council established that the police department adopted budget was \$80,933,540 for FY 19-20 and \$77,383,274 for FY-20-21. The police department budget for FY 21-22 is hereby established to be \$81,570,124. Therefore, the City Council of the City of Corpus Christi, Texas finds and declares that the City of Corpus Christi is not a defunding municipality as provided in Chapter 109 of the Texas Local Government Code.

SECTION 5. Firefighter Positions

The number of positions authorized for each firefighter classification in the Fire Department shall be:

Firefighter I - 94*

Firefighter II –EMS – 157

Firefighter II – Engineer - 73

Fire Captain - 79

Battalion Chief - 13

Assistant Fire Chief - 4

Deputy Fire Chief - 1

Fire Chief - 1

FY21-22 TOTAL 422

*This number may be temporarily increased by graduates from a fire academy authorized by the City Manager, which temporary increase shall be reduced to budgeted total through attrition.

SECTION 6. That the number of City-funded personnel positions (excluding grant funded positions) in all City-funded Departments shall not exceed the total number by indicated fund, as set forth in the FY 2021 -2022 Budget.

SECTION 7. As authorized by Tex. Government Code Section 1502.003, the City Council finds and determines that it is in the best interest of the City to create and maintain one or more combined systems. "Combined system" means any combination of one or more of the following: water system, sewer system, solid waste disposal system, drainage utility system, and a natural gas system.

SECTION 8. That upon final passage of this budget ordinance, a true certified copy of the budget shall be transmitted by the City Manager to the County Clerk of Nueces County, Texas, pursuant to Section 102.011, Texas Local Government Code. The budget shall also be part of the archives of the City.

SECTION 9. The official holidays for city employees eligible for benefits for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022, is as follows:

Thanksgiving Day	November 25, 2021
Day After Thanksgiving Day	November 26, 2021
Christmas Day	December 25, 2021
New Year's Day	January 1, 2022
Martin Luther King, Jr. Civil Rights Day of Service	January 17, 2022
Memorial Day	May 31, 2022
Juneteenth	June 19, 2022
Independence Day	July 4, 2022
Labor Day	September 5, 2022
Floating Holiday*	May be used only for religious or cultural holidays or a City Closure Day.

* All city employees eligible for benefits will receive one floating holiday for the Fiscal Year in addition the City's regular paid holidays. This floating holiday may only be used for religious or cultural holidays or a City Closure Day.

SECTION 10. *In addition to Holiday Closures, City offices as designated by the City Manager will be closed on December 27th, 28th, 29th, and 30th, 2021, for Winter Break. Winter Break days are not paid holidays for closed offices, and employees of closed offices shall not be paid for Winter Break days, except for time worked. Employees of closed offices may use their personal leave, vacation accruals, or floating holiday to receive pay during Winter Break days. Corpus Christi Code Section 39-328(a) is waived to the extent to allow new hires to use vacation leave during Winter Break days.*

SECTION 11. The pay grades and ranges for positions in Pay Plan 100, Pay Plan 200, and Pay Plan 300 for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022, are as follows:

**Pay Plan 100
FLSA Overtime Eligible**

100 Pay Plan

	Minimum	Midpoint	Maximum
101	\$17,124	\$22,467	\$28,058
102	\$17,980	\$23,591	\$29,461
103	\$18,879	\$24,770	\$30,934
104	\$19,822	\$26,008	\$32,481
105	\$20,813	\$27,309	\$34,105

106	\$21,853	\$28,674	\$35,810
107	\$22,947	\$30,108	\$37,601
108	\$24,094	\$31,613	\$39,481
109	\$25,299	\$33,194	\$41,454
110	\$26,564	\$34,854	\$43,528
111	\$27,892	\$36,597	\$45,704
112	\$29,287	\$38,426	\$47,989
113	\$30,750	\$40,347	\$50,388
114	\$32,288	\$42,365	\$52,908
115	\$33,903	\$44,483	\$55,554
116	\$35,598	\$46,707	\$58,331
117	\$37,377	\$49,043	\$61,247
118	\$39,247	\$51,495	\$64,310
119	\$41,209	\$54,070	\$67,526
120	\$43,269	\$56,773	\$70,902
121	\$45,432	\$59,612	\$74,447
122	\$47,704	\$62,592	\$78,169
123	\$50,090	\$65,722	\$82,078
124	\$52,594	\$69,008	\$86,181
125	\$55,224	\$72,459	\$90,491

Pay Plan 200
FLSA Overtime Ineligible

200 Pay Plan Grades

	Minimum	Midpoint	Maximum
203	\$35,834	\$47,276	\$58,718
204	\$37,625	\$49,640	\$61,654
205	\$39,507	\$52,122	\$64,737
206	\$41,483	\$54,728	\$67,974
207	\$43,557	\$57,465	\$71,373
208	\$45,734	\$60,337	\$74,940
209	\$48,021	\$63,354	\$78,688
210	\$50,422	\$66,522	\$82,622
211	\$52,943	\$69,848	\$86,754
212	\$55,590	\$73,341	\$91,091
213	\$58,370	\$77,008	\$95,647
214	\$61,289	\$80,858	\$100,428
215	\$64,353	\$84,901	\$105,450
216	\$67,571	\$89,146	\$110,722
217	\$70,948	\$93,603	\$116,258
218	\$74,496	\$98,283	\$122,070
219	\$78,220	\$103,197	\$128,173

220	\$82,131	\$108,357	\$134,582
221	\$86,238	\$113,775	\$141,311

Pay Plan 300
FLSA Overtime Ineligible

Proposed 300 Plan Ranges -			
	Minimum	Midpoint	Maximum
307	\$76,337	\$100,712	\$125,088
308	\$80,155	\$105,169	\$131,342
309	\$84,160	\$110,426	\$137,907
310	\$88,370	\$116,587	\$144,805
311	\$92,788	\$122,416	\$152,045
312	\$97,428	\$128,537	\$159,647
313	\$102,299	\$134,964	\$167,629
314	\$107,413	\$141,711	\$176,009
315	\$112,784	\$148,797	\$184,811
316	\$118,423	\$156,237	\$194,050
317	\$124,344	\$164,049	\$203,753
318	\$130,562	\$172,251	\$213,941
319	\$137,090	\$180,864	\$224,638
320	\$143,944	\$189,907	\$235,869
321	\$150,000	\$198,000	\$246,000
322	City Manager - No Range		

SECTION 12. *The attached Five-Year **Infrastructure Management Plan** for FY 2022 – FY 2026 with its base funding level included for Fiscal Year 2021-2022, is hereby approved.*

SECTION 13. 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 in this ordinance be given full force and effect for its purpose.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2021, by the following vote:

Paulette M. Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor

Schedule of Adjustments

City of Corpus Christi

Amendments to the FY 2021-2022 Proposed Budget

TOTAL PROPOSED REVENUES	\$ 984,683,064
TOTAL PROPOSED EXPENDITURES	\$ 1,026,204,624

General Fund - 1020	
Proposed Revenues	\$ 285,239,643
<u>Adjustments:</u>	
Advalorem taxes - current	822,219
Total Adjusted Revenues	<u>\$ 286,061,862</u>
Proposed Expenditures	\$ 298,439,643
<u>Adjustments:</u>	
Transfer to Residential Streets	812,219
Sister City Program	10,000
Reduce Building allocation in Code Enforcement	(640,440)
Increase Building allocation in Police	640,440
Reduce infrastructure in Comprehensive Planning	(150,000)
Increase infrastructure in Street Lighting	150,000
Reduce Health Department personnel costs (transfer Strategic Communication Specialist FTE)	(59,978)
Increase Communication Department personnel costs (transfer Strategic Communication Specialist FTE)	59,978
Total Adjusted Expenditures	<u>\$ 299,261,862</u>

ENTERPRISE FUNDS

Water Fund - 4010	
Proposed Expenditures	\$ 142,910,416
<u>Adjustments:</u>	
Increase reimbursement from Other Departments for UBO costs	(824,667)
Reduce Fleet costs in UBO	(14,052)
Increase Fleet costs in Treated Water Delivery System	14,052
Total Adjusted Expenditures	<u>\$ 142,085,749</u>

SPECIAL REVENUE FUNDS

Residential Street Reconstruction Fund - 1042	
Proposed Revenues	\$ 17,623,306
<u>Adjustments:</u>	
Transfer from General Fund	\$ 812,219
Total Adjusted Revenues	<u>\$ 18,435,525</u>
Proposed Expenditures	\$ 18,454,211
<u>Adjustments:</u>	
Increase construction contracts	\$ 812,219
Total Adjusted Expenditures	<u>\$ 19,266,430</u>

Hotel Occupancy Tax Fund - 1030	
Proposed Expenditures	\$ 18,234,198
<u>Adjustments:</u>	
Increase to Botanical Gardens	25,000
Total Adjusted Expenditures	<u>\$ 18,259,198</u>

Development Services -4670	
Proposed Revenues	\$ 8,367,945
<i>Adjustments:</i>	
Decrease proposed fee adjustments	(696,126)
Total Adjusted Revenues	<u>\$ 7,671,819</u>

DEBT SERVICES FUNDS

General Obligation Debt Fund - 2010	
Proposed Revenues	\$ 50,061,356
<i>Adjustments:</i>	
Increase to Advalorem taxes - current	945,319
Total Adjusted Revenues	<u>\$ 51,006,675</u>

TOTAL PROPOSED AMENDED REVENUES	\$ 986,566,695
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TOTAL PROPOSED AMENDED EXPENDITURES	\$ 1,027,039,395
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2022-2026 Infrastructure Management Plan (IMP) Street List

YEAR	DISTRICT	STREET	TO	FROM	WORK PLANNED	PROGRAM
2022	1	Ave D	Middle Ln	W Buckhorn	Water Utility	Utility IH
2022	1	Balboa	Pine	Baldwin	Rehabilitation	SPMP
2022	1	Baldwin	Port Ave	Frontage Rd	Rehabilitation	SPMP
2022	1	Blades	Violet	Cliff Crenshaw	Water Utility	In House
2022	1	Brendel Ln	Violet	Cliff Crenshaw	Rehabilitation	In House
2022	1	Buford	Staples	Shoreline Blvd	Rehabilitation	In House
2022	1	Butler St	Violet	Cliff Crenshaw	Rehabilitation	In House
2022	1	Catfish	Teague	Dead End	Rehabilitation	RSRP
2022	1	Clear Fork	Red River	Wood River	Rehabilitation	RSRP
2022	1	Cliff Crenshaw	Willowood Creek	Dead End	Rehabilitation	In House
2022	1	Dixon	Petty	Quaile	Rehabilitation	RSRP
2022	1	Fairfax	Fairview	Old Robstown	Rehabilitation	RSRP
2022	1	Fairview	Up River	Kenwood	Reconstruction	RSRP
2022	1	Furman	Staples	Shoreline	Rehabilitation	In House
2022	1	Guess Dr	Violet	Cliff Crenshaw	Rehabilitation	In House
2022	1	Hancock	Water	Staples S	Rehabilitation	In House
2022	1	La Branch	Wilkins	End	Reconstruction	RSRP
2022	1	Live Oak	Retama	IH 37	Water Utility	Utility IH
2022	1	Mestina	Battlin Buc	Palm	Rehabilitation	RSRP
2022	1	Middle Ln	Ave C	Ave D	Water Utility	Utility IH
2022	1	Palm Dr	Up River Rd	Antelope	Rehabilitation	RSRP
2022	1	Port	Baldwin	Morgan	Rehabilitation	SPMP
2022	1	Port N	I H 37	Hwy 181	Preservation	Concrete
2022	1	Randolph	La Branch	End	Reconstruction	RSRP
2022	1	Redbird	Calallen	Cornett	Water Utility	Utility IH
2022	1	Retama	Up River	IH 37	Water Utility	Utility IH
2022	1	Second St	Craig	Hancock	Rehabilitation	In House
2022	1	Silver Creek Dr	Devil'S Crk Dr	Dead End	Reconstruction	RSRP
2022	1	Sixth	Craig	Buford	Rehabilitation	In House
2022	1	Steamboat	Catfish	Rolling Ridge	Rehabilitation	RSRP
2022	1	Steamboat Cir	Steamboat	Dead End	Rehabilitation	RSRP
2022	1	Third St	Craig	Tancahua	Rehabilitation	In House
2022	1	Turkey Creek	Rippling Creek	Cliff Crenshaw	Rehabilitation	In House
2022	1	Vernon Dr	Dona Dr	Dona Dr	Rehabilitation	SPMP
2023	1	Agnes	Baldwin	NPID	Rehabilitation	SPMP
2023	1	Attoyac Dr	Spring Creek	Dead End	Rehabilitation	In House
2023	1	Benys	Leopard	Skyline	Rehabilitation	In House
2023	1	Birdwood (Cir E)	Birdwood Ln	Dead End	Rehabilitation	In House
2023	1	Birdwood (Cir W)	Birdwood Ln	Dead End	Rehabilitation	In House
2023	1	Birdwood Ln	Violet Rd	White Oak	Rehabilitation	In House
2023	1	Buttes Dr	Spring Creek	Dead End	Rehabilitation	In House
2023	1	Calamity Dr	Spring Creek	Dead End	Rehabilitation	In House
2023	1	Dunstain St	Fontana	Round Rock	Rehabilitation	SPMP
2023	1	Fair Oaks	I H 37	Dead End	Rehabilitation	RSRP
2023	1	Fleetwood	Leopard	Timbergrove	Rehabilitation	In House
2023	1	Forest Hill	Violet	Birdwood	Rehabilitation	In House
2023	1	Hall	Benys	Padre Island Dr	Rehabilitation	In House
2023	1	Hancock	Brownlee	Crosstown	Rehabilitation	SPMP
2023	1	Keegan Dr	Spring Creek	Dead End	Rehabilitation	In House
2023	1	Lavaca River Ct	Clear Fork	Dead End	Rehabilitation	In House

2022-2026 Infrastructure Management Plan (IMP) Street List

YEAR	DISTRICT	STREET	TO	FROM	WORK PLANNED	PROGRAM
2023	1	Lavaca River Dr	Clear Fork	Keegan	Rehabilitation	In House
2023	1	Main Dr	Leopard	Sedwick	Rehabilitation	RSRP
2023	1	Morgan	Nineteenth	Port	Preservation	SPMP
2023	1	Morgan	Crosstown	Nineteenth	Preservation	SPMP
2023	1	Peach Tree	Stonewall	Leopard	Rehabilitation	In House
2023	1	Roundrock Rd	Dunstain St	Rustic Oak	Rehabilitation	SPMP
2023	1	Rustic Oak	Round Rock	Nolford	Rehabilitation	SPMP
2023	1	Seven Trees	Stonewall	Dead End	Rehabilitation	In House
2023	1	Southern Minerals	Up River Rd	I H 37	Preservation	Concrete
2023	1	Spring Creek Dr	Red River Dr	Dead End	Rehabilitation	In House
2023	1	Stonewall	Mc Kinzie	Dead End	Rehabilitation	In House
2023	1	Timbergrove	Peachtree	Violet Rd	Rehabilitation	In House
2023	1	Vicksburg	Stonewall	Stonewall	Rehabilitation	In House
2023	1	White Oak	Timbergrove	Dead End	Rehabilitation	In House
2023	1	Wolf Creek	Clear Fork Dr	Dead End	Rehabilitation	In House
2024	1	Bluff Trl	River Forest	Dead End	Rehabilitation	In House
2024	1	Cactus Cir	River Forest	Dead End	Rehabilitation	In House
2024	1	Carencia	Deepwater	Oglethorpe	Reconstruction	RSRP
2024	1	Craig	Ocean Dr	Seventh	Reconstruction	RSRP
2024	1	Dona	I H 37	Up River	Rehabilitation	RSRP
2024	1	Dwyer	Shane	Dead End	Rehabilitation	In House
2024	1	Eighteenth	Mary	Laredo	Rehabilitation	In House
2024	1	Forest Cir	River Forest	Dead End	Rehabilitation	In House
2024	1	Hillwood Trl	Smith	Dead End	Rehabilitation	In House
2024	1	Hillwood Trl N	Hillwood Trl	Dead End	Rehabilitation	In House
2024	1	Leopard N	Mc Kinzie	Violet Rd	Rehabilitation	SPMP
2024	1	Leopard S	Mc Kinzie	Violet Rd	Rehabilitation	SPMP
2024	1	Marguerite	Crosstown	Eighteenth	Rehabilitation	In House
2024	1	Mary	Crosstown	Nineteenth	Rehabilitation	In House
2024	1	Mc Cain	Leopard	Dead End	Rehabilitation	In House
2024	1	Moon River	River Forest	Dead End	Rehabilitation	In House
2024	1	Morrow	Up River	Rand Morgan	Rehabilitation	In House
2024	1	Oglethorpe	Brookhill	Dead End	Reconstruction	RSRP
2024	1	Port	Morgan	Buford	Rehabilitation	SPMP
2024	1	Port	Mary	Agnes	Rehabilitation	SPMP
2024	1	River Forest	Moon River	Smith	Rehabilitation	In House
2024	1	River View	Smith	River Forest	Rehabilitation	In House
2024	1	Rolling Acres	Wagon Wheel	Leopard	Rehabilitation	In House
2024	1	Rolling Ridge	Hillwood Trl	Dead End	Rehabilitation	In House
2024	1	Seventeenth	Marguerite	Dead End	Rehabilitation	In House
2024	1	Shane	Mc Cain	Dwyer	Rehabilitation	In House
2024	1	Smith	Calallen	River Forest	Rehabilitation	In House
2024	1	Sunnyville	Oglethorpe	Dead End	Rehabilitation	RSRP
2024	1	Sunnyville Cir	Sunnyville	Dead End	Rehabilitation	RSRP
2024	1	Vista Cir	Vista Ridge	Dead End	Rehabilitation	In House
2024	1	Vista Ridge	Riverview	Smith	Rehabilitation	In House
2024	1	Wagonwheel	Wildwood	Wildwood	Rehabilitation	In House
2024	1	Wildwood E	Wagon Wheel	Up River	Rehabilitation	In House
2024	1	Wildwood W	Wagon Wheel	Rolling Acres	Rehabilitation	In House
2025	1	Apple Creek Dr	Sandy Hollow Ck	Dead End	Rehabilitation	RSRP

2022-2026 Infrastructure Management Plan (IMP) Street List

YEAR	DISTRICT	STREET	TO	FROM	WORK PLANNED	PROGRAM
2025	1	Breckenridge	Petty	Quaile	Rehabilitation	In House
2025	1	Cathead	Leopard	Roughneck	Preservation	Concrete
2025	1	Flagstone Cir	Pernitas Creek	Dead End	Rehabilitation	RSRP
2025	1	Flagstone Creek	Sandy Hollow Ck	Pernitas Creek	Rehabilitation	RSRP
2025	1	Haven	Warrior	Violet Rd	Rehabilitation	In House
2025	1	Indio Creek Dr	Pernitas Creek	Dead End	Rehabilitation	RSRP
2025	1	Leopard N	Violet	Callicoatte	Rehabilitation	SPMP
2025	1	Leopard S	Violet	Callicoatte	Rehabilitation	SPMP
2025	1	Mallard	Violet	Widgeon	Rehabilitation	In House
2025	1	Moon Light	Rand Morgan	IH 37	Reconstruction	RSRP
2025	1	Nelson	Violet	Dead End	Rehabilitation	In House
2025	1	Petty	Van Cleve	Breckenridge	Rehabilitation	In House
2025	1	River Ridge	Rolling Ridge	River Vally	Rehabilitation	RSRP
2025	1	River Ridge Cir	River Ridge	Dead End	Rehabilitation	RSRP
2025	1	Rolling Ridge	River Canyon	Dead End	Rehabilitation	RSRP
2025	1	Roughneck	Cathead	Spindletop	Preservation	Concrete
2025	1	Sandy Hollow	Flagstone	Willowood Creek	Rehabilitation	RSRP
2025	1	Sessions	IH 37	Dead End	Rehabilitation	In House
2025	1	Spindletop	Roughneck	Leopard	Preservation	Concrete
2025	1	Sunray	IH 37	Dead End	Rehabilitation	RSRP
2025	1	Villa	Leopard	Baldwin	Rehabilitation	In House
2025	1	Widgeon	Mallard	Dead End	Rehabilitation	In House
2025	1	Willowood Creek	Sandy Hollow Ck	Dead End	Reconstruction	RSRP
2026	1	Agnes	King	Crosstown	Rehabilitation	SPMP
2026	1	Cantwell	IH 37	Leopard	Rehabilitation	In House
2026	1	Cynthia	River	Sharpsburg	Rehabilitation	In House
2026	1	Ethel	Naylor S	Naylor N	Rehabilitation	RSRP
2026	1	Figueroa	Sharpsburg	Ramos	Rehabilitation	In House
2026	1	Goodnight-Loving	Rand Morgan	Rhumba Trail	Rehabilitation	SPMP
2026	1	Granada	Longview	Dead End	Rehabilitation	RSRP
2026	1	Greenwood	Port	Baldwin	Rehabilitation	SPMP
2026	1	Leigh	Leopard	Villa	Rehabilitation	In House
2026	1	Leonard	Leopard	Starlite	Rehabilitation	In House
2026	1	Mars	Venus	Rain Tree	Reconstruction	RSRP
2026	1	Naylor Cir S	Naylor N	Naylor N	Reconstruction	RSRP
2026	1	Oregon Trail	Rand Morgan	Dead End	Rehabilitation	SPMP
2026	1	Quaile	Van Cleve	Breckenridge	Rehabilitation	In House
2026	1	Rain Tree Ln	Moonglow	Mars Ave	Reconstruction	RSRP
2026	1	Ramos	River	Figueroa	Rehabilitation	In House
2026	1	River	Zamora	Cynthia	Rehabilitation	In House
2026	1	Scott	Leigh	Quaile	Rehabilitation	In House
2026	1	Up River St	Palm	Fairview	Rehabilitation	SPMP
2026	1	Van Cleve	Leopard	Quaile	Rehabilitation	In House
2026	1	Venus	Sunshine	Mars Ave	Reconstruction	RSRP
2026	1	Westland	Villa	Mac Leod	Rehabilitation	In House
2026	1	Zamora	Sharpsburg	Ramos	Rehabilitation	In House
2022	2	Baldwin	Port Ave	Frontage Rd	Rehabilitation	SPMP
2022	2	Brentwood	Horne	Norton	Reconstruction	RSRP
2022	2	Catalina	Staples S	Alameda S	Rehabilitation	In House
2022	2	Chenoweth	Lawnview	Santa Fe	Reconstruction	RSRP

2022-2026 Infrastructure Management Plan (IMP) Street List

YEAR	DISTRICT	STREET	TO	FROM	WORK PLANNED	PROGRAM
2022	2	Condee	Vanderbilt W	Naples	Water Utility	Utility IH
2022	2	Delaine	Grant	Alameda S	Rehabilitation	In House
2022	2	Elizabeth	Ocean Dr	Santa Fe	Rehabilitation	In House
2022	2	Fifth	Craig	Ayers	Rehabilitation	In House
2022	2	Ft Worth	Catalina	Wilshire	Rehabilitation	In House
2022	2	Grant	Wilshire	Alameda S	Rehabilitation	In House
2022	2	Lavaca	Mc Ardle	Lamont	Rehabilitation	RSRP
2022	2	Naples	Roosevelt	Norton	Water Utility	Utility IH
2022	2	Ponder	Staples	Harrison	Reconstruction	RSRP
2022	2	Pope	Doddridge	Wilshire	Rehabilitation	In House
2022	2	Reid Dr	Wilshire	Doddridge	Rehabilitation	In House
2022	2	Second St	Morgan	Craig	Rehabilitation	In House
2022	2	Shely	Annapolis	Naples	Water Utility	Utility IH
2022	2	Sixth	Ayers St	Craig	Rehabilitation	In House
2022	2	Texas	Alameda S	Staples	Reconstruction	RSRP
2022	2	Third St	Elizabeth	Craig	Rehabilitation	In House
2022	2	Vanderbilt W	Roosevelt	Condee	Water Utility	Utility IH
2022	2	W Clark	Clark	Houston	Water Utility	Utility IH
2022	2	Weber Rd	Staples S	Mc Ardle Rd	Rehabilitation	SPMP
2022	2	Wilshire Pl	Delaine	Catalina	Rehabilitation	In House
2022	2	York	Kosar	Shely	Water Utility	Utility IH
2023	2	Airline	Mc Ardle	Gollihar	Rehabilitation	SPMP
2023	2	Andrews	Prescott	Crosstown	Rehabilitation	In House
2023	2	Angel Ave	Alameda S	Austin	Rehabilitation	RSRP
2023	2	Betel	Crosstown	Burnet	Rehabilitation	In House
2023	2	Brawner	Devon	Ramsey	Water Utility	Utility IH
2023	2	Breezeway	Austin	Santa Fe	Rehabilitation	RSRP
2023	2	Brownlee	Staples	Louisiana	Rehabilitation	In House
2023	2	Burnet	Prescott	Dead End	Rehabilitation	In House
2023	2	Dolphin	Adkins	Staples S	Rehabilitation	SPMP
2023	2	Driftwood	Staples S	Adkins	Rehabilitation	SPMP
2023	2	Fifteenth	Staples	Louisiana	Rehabilitation	In House
2023	2	Glazebrook	Reid	Santa Fe	Rehabilitation	RSRP
2023	2	Hamlin	Staples S	Adkins	Rehabilitation	SPMP
2023	2	Loritte	Sarita	Crosstown	Rehabilitation	In House
2023	2	Mc Ardle	Staples S	Airline Rd	Rehabilitation	SPMP
2023	2	Montgomery	Mac Arthur	Eisenhower	Water Utility	Utility IH
2023	2	Morgan	Crosstown	Nineteenth	Preservation	SPMP
2023	2	Naples	Staples	Ocean	Rehabilitation	In House
2023	2	Niagara	Burnet	Burnet	Rehabilitation	In House
2023	2	Niagara	Horne	Roslyn	Rehabilitation	In House
2023	2	Norton	Kostoryz	Brentwood	Water Utility	Utility IH
2023	2	Ohio	Alameda S	Staples S	Reconstruction	RSRP
2023	2	Presa	Niagara	Sarita	Water Utility	Utility IH
2023	2	Prescott	Crosstown	Horne	Rehabilitation	In House
2023	2	Rambler	Roslyn	Horne	Rehabilitation	In House
2023	2	Reynosa	Andrews	Burnet	Rehabilitation	In House
2023	2	Roslyn	Rambler	Prescott	Rehabilitation	In House
2023	2	Sarita	Horne	Burnet	Rehabilitation	In House
2023	2	Sixteenth	Staples	Louisiana	Rehabilitation	In House

2022-2026 Infrastructure Management Plan (IMP) Street List

YEAR	DISTRICT	STREET	TO	FROM	WORK PLANNED	PROGRAM
2023	2	Talisman	Sarita	Rambler	Rehabilitation	In House
2024	2	Buckaroo	Ayers	Staples	Rehabilitation	In House
2024	2	Cambridge	Alexander	Horne	Rehabilitation	SPMP
2024	2	Clifford	Santa Fe	Staples	Rehabilitation	In House
2024	2	Craig	Ocean Dr	Seventh	Reconstruction	RSRP
2024	2	Dody	Linden	Gollihar	Reconstruction	RSRP
2024	2	Eighteenth	Prescott	Crosstown	Rehabilitation	In House
2024	2	Fifteenth	Morgan	Ayers	Rehabilitation	In House
2024	2	Fourteenth	Morgan	Ayers	Rehabilitation	In House
2024	2	Isabel	Bonita	Dead End	Rehabilitation	In House
2024	2	Kostoryz	Staples	Brawner S	Preservation	Concrete
2024	2	Louisiana N	Staples	Santa Fe	Rehabilitation	SPMP
2024	2	Louisiana N	Santa Fe	Ocean	Rehabilitation	SPMP
2024	2	Mc Ardle	Weber	Everhart	Rehabilitation	SPMP
2024	2	Mc Ardle	Carroll Ln	Weber	Rehabilitation	SPMP
2024	2	Mc Kenzie	Nineteenth	Brownlee	Rehabilitation	In House
2024	2	Palmero	Alameda S	Santa Fe	Rehabilitation	In House
2024	2	Prescott	Brownlee	Eighteenth	Rehabilitation	In House
2024	2	Seventeenth	Mc Kenzie	Ayers	Rehabilitation	In House
2024	2	Seventeenth	Prescott	Crosstown	Rehabilitation	In House
2024	2	Sixteenth	Prescott	Ayers	Rehabilitation	In House
2024	2	Zarsky	Mc Ardle	Gollihar	Reconstruction	RSRP
2025	2	Beechcraft	Post	Fleet	Rehabilitation	In House
2025	2	Casa Blanca	Hayward	Casa De Oro	Rehabilitation	In House
2025	2	Casa Bonita	Casa Linda	Casa Verde	Rehabilitation	In House
2025	2	Casa De Amigo	Casa Linda	Casa Grande	Rehabilitation	In House
2025	2	Casa De Oro	Orlando	Corta	Rehabilitation	In House
2025	2	Casa De Palmas	Casa Linda	Orlando	Rehabilitation	In House
2025	2	Casa Grande	Casa De Amigo	Corta	Rehabilitation	In House
2025	2	Casa Linda	Staples S	Casa Rosa	Rehabilitation	In House
2025	2	Casa Verde	Casa Bonita	Casa Blanca	Rehabilitation	In House
2025	2	Cornwall	Hawthorne	Shely	Reconstruction	RSRP
2025	2	Corta	Casa Grande	Kostoryz	Rehabilitation	In House
2025	2	Fig	Tarltan	Shely	Rehabilitation	SPMP
2025	2	Greenwood	Lawton	Horne	Rehabilitation	SPMP
2025	2	Greenwood	Baldwin	Lawton	Rehabilitation	SPMP
2025	2	Hawthorne	Crosstown	Shely	Reconstruction	RSRP
2025	2	Horne	Kostoryz	Devon	Preservation	SPMP
2025	2	Kent Cir	Ray	Dead End	Rehabilitation	RSRP
2025	2	Louisiana Access	Staples	Louisiana S	Rehabilitation	SPMP
2025	2	Louisiana S	Staples	Santa Fe	Rehabilitation	SPMP
2025	2	Miller Cir	Ray	Dead End	Rehabilitation	RSRP
2025	2	Nogales	Carver	Elgin	Rehabilitation	In House
2025	2	Norton	Kostoryz	Casa Verde	Rehabilitation	In House
2025	2	Orlando	Kostoryz	Casa Linda	Rehabilitation	In House
2025	2	Ray	Hayward	Dead End	Reconstruction	RSRP
2025	2	Ryan	Post	Virgina	Rehabilitation	In House
2025	2	Shely	Churchill	Crosstown	Reconstruction	RSRP
2025	2	Shely	Ayers	Churchill	Rehabilitation	SPMP
2025	2	Texan	Staples	Casa Bonita	Rehabilitation	In House

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YEAR	DISTRICT	STREET	TO	FROM	WORK PLANNED	PROGRAM
2026	2	Ada	Washington	Elgin	Rehabilitation	In House
2026	2	Blevins	Ayers	Naples	Rehabilitation	In House
2026	2	Carroll	Staples	Houston	Rehabilitation	SPMP
2026	2	Carver	Lawton	Soledad	Rehabilitation	In House
2026	2	Churchill	Trenton	Robin	Reconstruction	RSRP
2026	2	Dixie	Washington	Elgin	Rehabilitation	In House
2026	2	Edward	Ayers	Naples	Rehabilitation	In House
2026	2	Elgin	Soledad	Lawton	Rehabilitation	In House
2026	2	Fannin	Ayers	Dead End	Rehabilitation	In House
2026	2	Kitchens	Washington	Elgin	Rehabilitation	In House
2026	2	Lawton	Greenwood	Dead End	Rehabilitation	In House
2026	2	Lewis	Edward	Fannin	Rehabilitation	In House
2026	2	Norton	Ayers	Naples	Rehabilitation	In House
2026	2	Rogers	Washington	Elgin	Rehabilitation	In House
2026	2	Staples S	Brawner	Kostoryz	Preservation	Concrete
2026	2	Tarilton	Ayers	Naples	Rehabilitation	In House
2026	2	Texan Trl	Staples	Alameda	Rehabilitation	SPMP
2026	2	Texan Trl	Alameda	Santa Fe	Rehabilitation	SPMP
2026	2	Washington	Soledad	Lawton	Rehabilitation	In House
2026	2	Watson	Ayers	Naples	Rehabilitation	In House
2026	2	Willowbrook*	Mt Vernon	Janssen	Reconstruction	RSRP
2022	3	Alaniz	Sokol	Sacky	Rehabilitation	In House
2022	3	Alejandro	Sacky	Sokol	Rehabilitation	In House
2022	3	Balboa	Baldwin	Morgan	Rehabilitation	SPMP
2022	3	Bascule	Golden Gate	Riverton	Reconstruction	RSRP
2022	3	Bexar Dr	Milam Dr	Seguin Dr	Rehabilitation	In House
2022	3	Bonham St	Sacky	Sokol	Rehabilitation	In House
2022	3	Bowie St	Sacky	Sokol	Rehabilitation	In House
2022	3	Champions	Boca Raton	Pebble Beach	Rehabilitation	In House
2022	3	Congressional	Everhart	Capitol	Rehabilitation	SPMP
2022	3	Crest Circle	Crestridge	End	Reconstruction	RSRP
2022	3	Crestmeadow	Crestwood	Crestforrest	Reconstruction	RSRP
2022	3	Crestridge	Kostoryz	Crestwood	Rehabilitation	RSRP
2022	3	Crestwood	Crestmeadow	Cresthill	Rehabilitation	RSRP
2022	3	Crocket	Sokol	Dead End	Rehabilitation	In House
2022	3	Dodd	Padre Island Dr	McArdle	Reconstruction	RSRP
2022	3	Essex	Killarmet	Pebble Beach	Rehabilitation	RSRP
2022	3	Gabriel	Nemec	Mc Ardle Rd	Reconstruction	RSRP
2022	3	Green Park	Green Point	Green Gate	Reconstruction	RSRP
2022	3	Green Pass	Green Park	End	Reconstruction	RSRP
2022	3	Green Point	Bear Lane	End	Reconstruction	RSRP
2022	3	Iturbide	Airport	Guatemozin	Rehabilitation	RSRP
2022	3	Johanna	Ayers St	Richter	Rehabilitation	In House
2022	3	Kingston Dr	Panama	Panama	Rehabilitation	In House
2022	3	Kingston Dr	Weber	Panama	Water Utility	In House
2022	3	Milam Dr	Sokol Dr	Bexar Dr	Rehabilitation	In House
2022	3	Milo	Ayers	Richter	Rehabilitation	SPMP
2022	3	Navarro	Sacky	Sokol	Rehabilitation	In House
2022	3	Nied	Champions	Donegal	Rehabilitation	In House
2022	3	Panama	Carroll Ln	Weber Rd	Rehabilitation	In House

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YEAR	DISTRICT	STREET	TO	FROM	WORK PLANNED	PROGRAM
2022	3	Pebble Beach	Boca Raton	Champions	Rehabilitation	In House
2022	3	Richter St	Padre Island Dr	Holly Rd	Rehabilitation	SPMP
2022	3	Sea Island	Boca Raton	Pebble Beach	Rehabilitation	In House
2022	3	Seguin Dr	Sokol Dr	Bexar Dr	Rehabilitation	In House
2022	3	Sokol	Kostoryz	Bowie	Rehabilitation	SPMP
2022	3	Staples S	Holly Rd	Williams	Preservation	Concrete
2022	3	Trestle	Golden Gate	Dead End	Reconstruction	RSRP
2022	3	Vera Cruz	Morgan	Zaragosa	Rehabilitation	RSRP
2022	3	Wharton	Sacky	Sokol	Rehabilitation	In House
2023	3	Agnes	Baldwin	NPID	Rehabilitation	SPMP
2023	3	Betty Jean	Holly Rd	Williams	Rehabilitation	SPMP
2023	3	Betty Jean Cir	Betty Jean	Dead End	Rehabilitation	SPMP
2023	3	Bonham St	Johanna	Sacky	Rehabilitation	In House
2023	3	Calle Cuernavaca	Saratoga Rd	Dead End	Rehabilitation	In House
2023	3	Calle Las Colonas	Saratoga Rd	Dead End	Rehabilitation	In House
2023	3	Calle San Carlos	Calle Las Colonas	Calle Cuernavaca	Rehabilitation	In House
2023	3	Calle San Lucas	Calle Las Colonas	Calle Cuernavaca	Rehabilitation	In House
2023	3	Calle San Marcos	Calle Las Colonas	Calle Cuernavaca	Rehabilitation	In House
2023	3	Calle San Miguel	Calle Las Colonas	Calle Cuernavaca	Rehabilitation	In House
2023	3	Crestbend	Crestwood	Crestgrove	Reconstruction	RSRP
2023	3	Crestford	Cresthill	Crestmeadow	Reconstruction	RSRP
2023	3	Green Branch	Green Park	Dead End	Reconstruction	RSRP
2023	3	Green Gate	Bear Lane	Dead End	Reconstruction	RSRP
2023	3	Green Meadows	Green Tree	Dead End	Rehabilitation	In House
2023	3	Green Oaks	Green Tree	Dead End	Rehabilitation	In House
2023	3	Green Path	Green Tree	Dead End	Rehabilitation	In House
2023	3	Green Trail	Green Park	Dead End	Reconstruction	RSRP
2023	3	Green Valley	Green Tree	Dead End	Rehabilitation	In House
2023	3	Green View	Green Tree	Dead End	Rehabilitation	In House
2023	3	Inglewood	Holly Rd	Panama	Rehabilitation	In House
2023	3	Johanna	Kostoryz	Bonham	Rehabilitation	In House
2023	3	Mendenhall*	Carroll	Liptonshire	Reconstruction	RSRP
2023	3	Oakhurst	S Padre Island	Pavement Change	Preservation	Concrete
2023	3	Odem	Mc Ardle	Sunnybrook	Rehabilitation	In House
2023	3	Phillips E & W	Queen	Queen	Rehabilitation	In House
2023	3	Queen E & W	Phillips	Philips	Rehabilitation	In House
2023	3	Vitemb	Harvard	Horne	Rehabilitation	In House
2023	3	Wooldridge	Killarmet	Everhart	Rehabilitation	SPMP
2024	3	Balsam	Boisdarc	Trojan	Rehabilitation	In House
2024	3	Barrera	Horne	Bloomington	Rehabilitation	In House
2024	3	Birch	Greenwood	Blackjack	Rehabilitation	In House
2024	3	Blackjack	Boisdarc	Dead End	Rehabilitation	In House
2024	3	Choctaw	Water Lilly	Persimmon	Rehabilitation	In House
2024	3	Chula Vista	Horne	Greenwood	Rehabilitation	RSRP
2024	3	Citation	Preakness	Dead End	Rehabilitation	In House
2024	3	Devonshire	Weber	Elmdale	Rehabilitation	RSRP
2024	3	Hamlett	Nemec	Mc Ardle Rd	Reconstruction	RSRP
2024	3	Hartack	Triple Crown	Dead End	Rehabilitation	In House
2024	3	Harwick	Sanderson	Lands	Rehabilitation	In House
2024	3	Hemlock	Greenwood	Blackjack	Rehabilitation	In House

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YEAR	DISTRICT	STREET	TO	FROM	WORK PLANNED	PROGRAM
2024	3	Hickory	Greenwood	Blackjack	Rehabilitation	In House
2024	3	Hilldale	Sweet Gum	Choctaw	Rehabilitation	In House
2024	3	Kentucky Derby	Frio	Dead End	Reconstruction	RSRP
2024	3	Kostoryz	Holly Rd	Saratoga	Rehabilitation	SPMP
2024	3	Lands	Greenwood	Dead End	Rehabilitation	In House
2024	3	Mc Ardle	Carroll Ln	Weber	Rehabilitation	SPMP
2024	3	Persimmon	Sweet Gum	Choctaw	Rehabilitation	In House
2024	3	Preakness	Triple Crown	Dead End	Rehabilitation	In House
2024	3	Preakness Cir	Preakness	Dead End	Rehabilitation	In House
2024	3	River Crest	Hill Crest	Choctaw	Rehabilitation	In House
2024	3	Riverbend	Solomon	Choctaw	Rehabilitation	In House
2024	3	Sanderson	Greenwood	Harwick	Rehabilitation	In House
2024	3	Solomon	River Crest	Water Lily	Rehabilitation	In House
2024	3	Sweet Gum	River Crest	Persimmon	Rehabilitation	In House
2024	3	Sycamore	Greenwood	Blackjack	Rehabilitation	In House
2024	3	Triple Crown	Greenwood	Kentucky Derby	Reconstruction	RSRP
2024	3	Water Lily	Solomon	Choctaw	Rehabilitation	In House
2024	3	Williams	Staples	Airline Rd	Preservation	Concrete
2025	3	Beechcraft	Post	Fleet	Rehabilitation	In House
2025	3	Braniff	Virginia	Post	Rehabilitation	In House
2025	3	Crestgrove	Cresthill	Crestmeadow	Reconstruction	RSRP
2025	3	Cub	Virginia	Post	Rehabilitation	In House
2025	3	Curtis	Virginia	Post	Rehabilitation	In House
2025	3	Eastern	Virginia	Post	Rehabilitation	In House
2025	3	Fairchild	Virginia	Post	Rehabilitation	In House
2025	3	Gaviota	Scapular	County Rd 36	Rehabilitation	In House
2025	3	Greenwood	Trojan	Padre Island Dr	Rehabilitation	SPMP
2025	3	Greenwood	Gollihar	West Point	Rehabilitation	SPMP
2025	3	Greenwood	Lawton	Horne	Rehabilitation	SPMP
2025	3	Kendall W	Larcade	Mansheim	Reconstruction	RSRP
2025	3	Larcade W	Kendall	Mansheim	Reconstruction	RSRP
2025	3	Lockheed	Virginia	Post	Rehabilitation	In House
2025	3	Mariposa	Simon	Scapular	Rehabilitation	In House
2025	3	Post	Eastern	Beechcraft	Rehabilitation	In House
2025	3	Revolution	Senators	Congressional	Rehabilitation	RSRP
2025	3	Ryan	Beechcraft	Virgina	Rehabilitation	In House
2025	3	Scapular	Clarkwood	Gaviota	Rehabilitation	In House
2025	3	Simon	Clarkwood	Stock	Rehabilitation	In House
2025	3	Stinson	Virginia	Post	Rehabilitation	In House
2025	3	Stock	Clarkwood	Simon	Rehabilitation	In House
2025	3	Waterloo	Carroll	Inglewood	Reconstruction	RSRP
2025	3	West Point	Padre Island Dr	Greenwood	Rehabilitation	SPMP
2025	3	Wright	Virginia	Post	Rehabilitation	In House
2026	3	Beacon	Baldwin	Dead End	Rehabilitation	In House
2026	3	Beardmore	Persimmons	Dead End	Rehabilitation	In House
2026	3	Bevecrest	Ayers	Beardmore	Rehabilitation	In House
2026	3	Bonner	Staples	Everhart	Rehabilitation	SPMP
2026	3	Cindia	Bevecrest	Dead End	Rehabilitation	In House
2026	3	Cresthill	Crestmore	Carroll W	Reconstruction	RSRP
2026	3	Deer Creek	Persimmons	Dead End	Rehabilitation	In House

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YEAR	DISTRICT	STREET	TO	FROM	WORK PLANNED	PROGRAM
2026	3	Forty Fifth	Agnes	Santa Elena	Rehabilitation	In House
2026	3	Forty Fourth	Agnes	Santa Elena	Rehabilitation	In House
2026	3	Greenwood	Padre Island Dr	Holly Rd	Rehabilitation	SPMP
2026	3	Kaycrest	Bevecrest	Dead End	Rehabilitation	In House
2026	3	Kendall E*	Mansheim	Larcade	Reconstruction	RSRP
2026	3	Kingpin	Flato	Padre Island Dr	Preservation	Concrete
2026	3	La Crosse	Persimmons	Dead End	Rehabilitation	In House
2026	3	Larcade E*	Mansheim	Kendall	Reconstruction	RSRP
2026	3	Locke Ln	Wickersham	Wickersham	Rehabilitation	In House
2026	3	O'Toole	Del Starr	Kerry	Rehabilitation	RSRP
2026	3	Pendleton	Persimmons	Dead End	Rehabilitation	In House
2026	3	Persimmon	Choctaw	Bevecrest	Rehabilitation	In House
2026	3	Sharolyn	Bevecrest	Dead End	Rehabilitation	In House
2026	3	Shaw	Horne	Harvard	Rehabilitation	SPMP
2026	3	Williston	Persimmons	Dead End	Rehabilitation	In House
2026	3	Woodstone	Locke	Wickersham	Rehabilitation	In House
2022	4	Alazan Dr	Hustlin' Hornet	Dead End	Rehabilitation	In House
2022	4	Aquarius	Topsail	Whitecap	Rehabilitation	SPMP
2022	4	Aquarius	Commodores	Das Marinas	Rehabilitation	SPMP
2022	4	Baffin Bay Dr	Hustlin' Hornet	Dead End	Rehabilitation	In House
2022	4	Barataria	Das Marinas	White Cap	Rehabilitation	In House
2022	4	Beaufort	Captain Kidd	Dead End	Rehabilitation	In House
2022	4	Bird Island Dr	Hustlin Hornet	Baffin Bay Dr	Rehabilitation	In House
2022	4	Blackbeard	Barataria	White Cap	Rehabilitation	In House
2022	4	Bowspirit	Captain Kidd	Dead End	Rehabilitation	In House
2022	4	Caravel	Brigantine St	Dead End	Rehabilitation	In House
2022	4	Don Patricio	Flour Bluff Dr	Waldron	Rehabilitation	SPMP
2022	4	Gaines	Robert	Airline Rd	Rehabilitation	SPMP
2022	4	Goldfinch	Quetzal	Dead End	Reconstruction	RSRP
2022	4	Harry	Lansdown	Everhart	Reconstruction	RSRP
2022	4	Hewit Dr S	Hewit	Hewit	Rehabilitation	RSRP
2022	4	Ivy Dr	Hustlin' Hornet Dr	Wilson St	Rehabilitation	In House
2022	4	Lansdown	Wasley	Harry	Reconstruction	RSRP
2022	4	Man O War	Barataria	Dead End	Rehabilitation	In House
2022	4	Mavis	Rossiter	Sea View	Rehabilitation	In House
2022	4	Mermaid	Ursa	Milky Way	Reconstruction	RSRP
2022	4	Mutiny	Captain Kidd	Dead End	Rehabilitation	In House
2022	4	Penescal Dr	Bird Island Dr	Dead End	Rehabilitation	In House
2022	4	Point Of Rocks	Alazan Dr	Dead End	Rehabilitation	In House
2022	4	Rainbow	San Antonio	Sea View	Rehabilitation	In House
2022	4	Redfish Bay Dr	Hustlin Hornet	Baffin Bay Dr	Rehabilitation	In House
2022	4	Seafoam	Caribbean	Coral Ridge	Reconstruction	RSRP
2022	4	Seaview	San Antonio	Ocean	Rehabilitation	In House
2022	4	Sparkle Sea	Roddfield	Mermaid	Rehabilitation	RSRP
2022	4	Vannoy Dr	Alazan Dr	Baffin Bay Dr	Rehabilitation	In House
2022	4	Yardarm	White Cap Blvd	Dead End	Rehabilitation	In House
2023	4	Airline	Gollihar	Wilma	Rehabilitation	SPMP
2023	4	Airline	Mc Ardle	Gollihar	Rehabilitation	SPMP
2023	4	Amos Ct	Seth St	Dead End	Rehabilitation	In House
2023	4	Captain Kidd	Caraval	Dead End	Rehabilitation	RSRP

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YEAR	DISTRICT	STREET	TO	FROM	WORK PLANNED	PROGRAM
2023	4	Clare	Padre Island Dr	Mc Ardle Rd	Water Utility	Utility IH
2023	4	Cleopatra	Whitaker	Dead End	Water Utility	Utility IH
2023	4	Dasmarinas	Aquarius	Whitecap	Rehabilitation	In House
2023	4	Doubloon	Aquarius	Dead End	Rehabilitation	In House
2023	4	Ezekiel Ct	Seth St	Dead End	Rehabilitation	In House
2023	4	Hosea Ct	Seth St	Dead End	Rehabilitation	In House
2023	4	Isaiah Ct	Seth St	Dead End	Rehabilitation	In House
2023	4	Jeremiah Ct	Seth St	Dead End	Rehabilitation	In House
2023	4	Joel Ct	Seth St	Dead End	Rehabilitation	In House
2023	4	Mizzen	Aquarius	Dead End	Rehabilitation	In House
2023	4	Pharaoh	Egyptian	Sahara	Water Utility	Utility IH
2023	4	Purl	Santa Fe	Dead End	Rehabilitation	In House
2023	4	Rossiter	San Antonio	Alameda S	Reconstruction	RSRP
2023	4	Rudder Ct	Dasmarinas	Dead End	Rehabilitation	In House
2023	4	Sand Piper Cir	Sand Piper N	Dead End	Rehabilitation	In House
2023	4	Sand Piper E	Ennis Joslin	Dead End	Rehabilitation	In House
2023	4	Sand Piper N	Sand Piper E	Sand Piper Cir	Rehabilitation	In House
2023	4	Seth St	Amos Ct	Isaiah Ct	Rehabilitation	In House
2023	4	Sun Beam Dr	Milky Way	Ursa	Rehabilitation	RSRP
2023	4	Sunglo St	Don Patricio Rd	Seth St	Rehabilitation	In House
2023	4	Third St	Purl	Aberdeen	Rehabilitation	In House
2023	4	Topeka	Sinclair	Rossiter	Reconstruction	RSRP
2023	4	Topsail	Aquarius	Dead End	Rehabilitation	In House
2023	4	Ursa	Mermaid	Star Cove	Rehabilitation	RSRP
2023	4	Whitaker	Cleopatra	Clare	Water Utility	Utility IH
2024	4	Access 2	S H 361	Beach	Preservation	Concrete
2024	4	Access 3A	St Bartholomew	Beach	Preservation	Concrete
2024	4	Blue Jay	Quetzal	Oriole	Rehabilitation	SPMP
2024	4	Bramling Cir	Quetzal	Dead End	Rehabilitation	SPMP
2024	4	Compton	Waldron	First National	Rehabilitation	SPMP
2024	4	Crescent	Mc Ardle	Belmeade	Reconstruction	RSRP
2024	4	Crescent Cir	Crescent	Dead End	Reconstruction	RSRP
2024	4	Cuttysark	Encantada	Eaglesnest Bay	Rehabilitation	In House
2024	4	Dune	Tulia	Rose	Rehabilitation	In House
2024	4	Ebonwood	Canturbury	Ennis Joslin	Reconstruction	RSRP
2024	4	Ester	Roseanne	Sands	Rehabilitation	In House
2024	4	Goldcrest	Quetzal	Dead End	Reconstruction	RSRP
2024	4	Grenadine	Vincent	Cuttysark	Rehabilitation	In House
2024	4	Isla Colon	Cuttysark	Dead End	Rehabilitation	In House
2024	4	Laguna Shores	Graham	Hustlin Hornet	Rehabilitation	SPMP
2024	4	Lorine	Truk	Utica	Rehabilitation	In House
2024	4	Louisiana N	Santa Fe	Ocean	Rehabilitation	SPMP
2024	4	Love Bird	Waxwing	Quetzal	Reconstruction	RSRP
2024	4	Mediterranean	Otranto	Maui	Rehabilitation	In House
2024	4	Portillo	Vincent	Cuttysark	Rehabilitation	In House
2024	4	Quetzal	Sun Bird	Dead End	Rehabilitation	RSRP
2024	4	Ribbon Tail	Crossbill	Quetzal	Rehabilitation	SPMP
2024	4	Rose	Lorine	Stranton	Rehabilitation	In House
2024	4	Roseanne	Sands	Ester	Rehabilitation	In House
2024	4	Sands	Truk	Utica	Rehabilitation	In House

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YEAR	DISTRICT	STREET	TO	FROM	WORK PLANNED	PROGRAM
2024	4	Sun Bird	Quetzal	Flour Bluff	Reconstruction	RSRP
2024	4	Tulia	Sands	Dead End	Rehabilitation	In House
2024	4	Utica	Sands	Dead End	Rehabilitation	In House
2024	4	Vincent	Cuttysark	Cuttysark	Rehabilitation	In House
2025	4	A La Entrada Calle	Primavera	Dead End	Rehabilitation	In House
2025	4	Aquarius	Cabana N	Bello	Rehabilitation	In House
2025	4	Argonne	Wallace	Paul Jones	Rehabilitation	In House
2025	4	Barnhart	Wallace	Paul Jones	Rehabilitation	In House
2025	4	Bello	Aquarius	Dragonet	Rehabilitation	In House
2025	4	Berlet	Yorktown Blvd	Dead End	Rehabilitation	In House
2025	4	Brigantine	Main Royal	Caraval	Rehabilitation	In House
2025	4	Brittany	Wallace	Paul Jones	Rehabilitation	In House
2025	4	Burgentine	Newcastle	Paradise	Rehabilitation	In House
2025	4	Capstain	White Cap Blvd	Brigantine	Rehabilitation	In House
2025	4	Decatur	Wallace	Paul Jones	Rehabilitation	In House
2025	4	Deck	Harbor Lights	Harbor Village	Rehabilitation	RSRP
2025	4	Dragonet	Cabana N	Bello	Rehabilitation	In House
2025	4	Harbor Lights	Baylark	Deck	Rehabilitation	RSRP
2025	4	Harbor Village	Baylark	Deck	Reconstruction	RSRP
2025	4	Louisiana S	Santa Fe	Ocean	Rehabilitation	SPMP
2025	4	Main Royal	White Cap Blvd	Brigantine	Rehabilitation	In House
2025	4	Moffett	Sims	Paul Jones	Rehabilitation	In House
2025	4	Newcastle	Whispering Oak	Burgentine	Rehabilitation	In House
2025	4	Nube	Primavera	Dead End	Rehabilitation	In House
2025	4	Paradise	Whispering Oak	Burgentine	Rehabilitation	In House
2025	4	Pier	Harbor Lights	Harbor Village	Reconstruction	RSRP
2025	4	Primavera	Dragonet	Dead End	Rehabilitation	In House
2025	4	Ramfield	Roscher	Flour Bluff	Rehabilitation	In House
2025	4	Rex	Laguna Shores	Whiteley	Rehabilitation	In House
2025	4	Robert	Alameda S	Ocean	Rehabilitation	SPMP
2025	4	Santa Fe	Robert	Doddridge	Rehabilitation	SPMP
2025	4	Sims	Wallace	Paul Jones	Rehabilitation	In House
2025	4	Tajamar	A La Entrada	Dead End	Rehabilitation	In House
2025	4	The Mansions	Roddfield	Oso Pkwy	Rehabilitation	SPMP
2025	4	Vetters	Wallace	Paul Jones	Rehabilitation	In House
2025	4	Waldron	Pavement Change	Purdue	Preservation	Concrete
2025	4	Whispering Oak	Roscher	Dead End	Rehabilitation	In House
2025	4	Whiteley	Rex	Thelma	Rehabilitation	In House
2026	4	Ambrosia	Aquarius	Jackfish	Rehabilitation	In House
2026	4	Bayberry E	Bayberry N	Bayberry S	Rehabilitation	In House
2026	4	Bayberry N	Waldron	Bayberry E	Rehabilitation	In House
2026	4	Bayberry S	Bayberry E	Waldron	Rehabilitation	In House
2026	4	Goldfish	Ambrosia	Jackfish	Rehabilitation	In House
2026	4	Haroldson	Alameda	Dead End	Rehabilitation	RSRP
2026	4	Indigo	Ambrosia	Jackfish	Rehabilitation	In House
2026	4	Juniper	Tulane	Oakridge	Rehabilitation	In House
2026	4	Marina	Padre Island Dr	Ambrosia	Rehabilitation	In House
2026	4	Mc Ardle	Airline Rd	Whitaker	Rehabilitation	SPMP
2026	4	Meadowood	Glenoak	Dead End	Rehabilitation	In House
2026	4	Merriman*	Brittany	Moffett	Rehabilitation	In House

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YEAR	DISTRICT	STREET	TO	FROM	WORK PLANNED	PROGRAM
2026	4	Oakridge	Tulane	Juniper	Rehabilitation	In House
2026	4	Oso Pkwy	Holly	Canadian	Rehabilitation	SPMP
2026	4	Quetzal	Sunbird	Blue Jay	Rehabilitation	SPMP
2026	4	Scallop	Ambrosia	Jackfish	Rehabilitation	In House
2026	4	Sheridan	Gollihar	Alameda S	Reconstruction	RSRP
2026	4	Tesoro	White Cap Blvd	Port Royal Ct	Rehabilitation	SPMP
2026	4	Texan Trl	Alameda	Santa Fe	Rehabilitation	SPMP
2026	4	Tulane	Glenoak	Oakridge	Rehabilitation	In House
2026	4	Wallace*	Padre Island Dr	Sims	Rehabilitation	In House
2022	5	Airline	Roddfeld	Woolridge	Preservation	SPMP
2022	5	Annemasse St	Yorktown Blvd	St Denis St	Rehabilitation	In House
2022	5	Avignon	Montereau	Dead End	Rehabilitation	In House
2022	5	Beard	Canyon Creek	Acushnet	Rehabilitation	In House
2022	5	Bellac	Montereau	Dead End	Rehabilitation	In House
2022	5	Bent Trail	Fox Run	Opengate	Reconstruction	RSRP
2022	5	Boros	Nicklaus	Dead End	Rehabilitation	In House
2022	5	Brine St	Cimarron	Montereau	Rehabilitation	In House
2022	5	Calais	Montereau	Dead End	Rehabilitation	In House
2022	5	Canyon Creek	Beard	Dead End	Rehabilitation	In House
2022	5	Cedar Springs	Oso Pkwy	Dead End	Reconstruction	RSRP
2022	5	Greensboro	Acushnet	Weiskopf	Rehabilitation	In House
2022	5	Italia St	Lourdes	Milan	Rehabilitation	In House
2022	5	Lethaby	Lipes	Dead End W	Rehabilitation	In House
2022	5	Lethaby	Lipes	Dead End	Reconstruction	RSRP
2022	5	Lourdes	Annemasse	Dead End	Rehabilitation	In House
2022	5	Milan St	St Denis	Dead End	Rehabilitation	In House
2022	5	Nicklaus	Boros	Dead End	Rehabilitation	In House
2022	5	Northgate	Crossvalley	Timbergate	Reconstruction	RSRP
2022	5	Sanders Dr	Patriot	Saratoga	Rehabilitation	SPMP
2022	5	St Tropez	Annemasse	Montereau	Rehabilitation	In House
2022	5	Staples S	Saratoga	Holly Rd	Preservation	Concrete
2022	5	Weiskopf Cir	Weiskopf Ln	Dead End	Rehabilitation	In House
2022	5	Weiskopf Ln	Acushnet	Greenboro	Rehabilitation	In House
2022	5	Yorkshire Dr	Yorktown Blvd	Lethaby	Reconstruction	RSRP
2023	5	Cherry Hills	Greenbriar	Oakmont	Rehabilitation	In House
2023	5	Deerwood	Javelina	Snowgoose	Rehabilitation	In House
2023	5	Everhart	Yorktown Blvd	Oso Pkwy	Rehabilitation	SPMP
2023	5	Everhart	Silver Ridge	Yorktown Blvd	Rehabilitation	SPMP
2023	5	Grand Lake	Lake Bolsena	Starnberg Lake	Rehabilitation	In House
2023	5	Greenbriar	St Andrew	Cherry Hills	Rehabilitation	In House
2023	5	Holly Rd	Roddfeld	Airline Rd	Preservation	SPMP
2023	5	Hulen Dr	Dead End	Hunt Dr	Rehabilitation	In House
2023	5	Hunt Cir	Hunt Dr	Dead End	Rehabilitation	In House
2023	5	Hunt Drive	Saratoga Rd	Timbergate	Rehabilitation	In House
2023	5	Javelina	Hunt Dr	Deerwood	Rehabilitation	In House
2023	5	Lake Bolsena	Oso Pkwy	Grand Lake	Rehabilitation	In House
2023	5	Lake George	Grand Junction	Dead End	Rehabilitation	RSRP
2023	5	Lake Whitney	Lake George	Dead End	Rehabilitation	RSRP
2023	5	Oakmont	St Andrew	Greenbriar	Rehabilitation	In House
2023	5	Pheasant	Bent Trail Dr	Dead End	Rehabilitation	In House

2022-2026 Infrastructure Management Plan (IMP) Street List

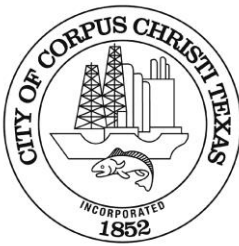
YEAR	DISTRICT	STREET	TO	FROM	WORK PLANNED	PROGRAM
2023	5	River Oaks	St Andrew	Greenbriar	Rehabilitation	In House
2023	5	Starnberg Lake	Grand Lake	Lake Bolsena	Rehabilitation	In House
2023	5	Stonemill Cir	Hunt Dr	Dead End	Rehabilitation	In House
2023	5	Williams	Roddfield	Airline Rd	Preservation	Concrete
2023	5	Willow Oak	Wales	Dead End	Reconstruction	RSRP
2023	5	Willowick	Everhart	Willow Oak	Reconstruction	RSRP
2024	5	Bethlehem	Mars Hill	Dead End	Rehabilitation	In House
2024	5	Canaan	Bethlehem	Dead End	Rehabilitation	In House
2024	5	Cedar Pass	Sun Valley	Everhart	Rehabilitation	SPMP
2024	5	Clare	Williams Dr	Padre Island Dr	Rehabilitation	In House
2024	5	Corinth	Mars Hill	Jericho	Rehabilitation	In House
2024	5	Dallas	Yorktown Blvd	Oso Pkwy	Rehabilitation	In House
2024	5	Deer Park	South Oso Pkwy	South Oso Pkwy	Rehabilitation	In House
2024	5	Deer Park Cir	Deer Park	Dead End	Rehabilitation	In House
2024	5	Del Rio	Odessa	Oso Pkwy	Rehabilitation	In House
2024	5	Esplande E	Staples S	Spohn	Rehabilitation	SPMP
2024	5	Esplande W	Staples S	Spohn	Rehabilitation	SPMP
2024	5	Ft Stockton	Dallas	Rocksprings	Rehabilitation	In House
2024	5	Galilee	Bethlehem	Dead End	Rehabilitation	In House
2024	5	Jericho	Corinth	Dead End E & W	Rehabilitation	In House
2024	5	Kerrville	Dallas	Dead End	Rehabilitation	In House
2024	5	Lindenwood	Sutherland	Lipes	Rehabilitation	In House
2024	5	Lostgate	Heavensgate	Opengate	Reconstruction	RSRP
2024	5	Lubbock	Rocksprings	Everhart	Rehabilitation	In House
2024	5	Mars Hill	South Oso Pkwy	CR 41	Rehabilitation	In House
2024	5	Moritz Lake	Oso Pkwy	Lake Bolsena	Reconstruction	RSRP
2024	5	Mountain Wood	Fox Run	Opengate	Reconstruction	RSRP
2024	5	Odessa	Oso Pkwy	Dallas	Rehabilitation	In House
2024	5	Opengate	Lostgate	Timbergate	Reconstruction	RSRP
2024	5	Parkway	Wooldridge	Esplanade	Rehabilitation	SPMP
2024	5	Patti	Dunbarton Oak	Dead End	Rehabilitation	SPMP
2024	5	Rhonda	Spencer	Sean	Rehabilitation	RSRP
2024	5	Rocksprings	Ft Stockton	Dead End	Rehabilitation	In House
2024	5	San Angelo	Dallas	Kerrville	Rehabilitation	In House
2024	5	Spencer	Thames	Rhonda	Rehabilitation	RSRP
2024	5	St James Ct	Lipes	Dead End	Reconstruction	RSRP
2024	5	Sunwood Dr	Lipes	Pepper Mill	Rehabilitation	RSRP
2024	5	Sutherland	Citrus Valley	Dead End	Rehabilitation	In House
2024	5	Vivian	Spencer	Sean	Rehabilitation	RSRP
2024	5	Wooldridge	Cascade	Staples S	Rehabilitation	SPMP
2025	5	Anastasia	Bratton	Cool Breeze	Rehabilitation	In House
2025	5	Aspen Grove	Cedar Pass	Windy Ridge	Rehabilitation	RSRP
2025	5	Briarhurst	Roanoke	Dunbarton Oak	Rehabilitation	In House
2025	5	Clairfield	Roanoke	Charter	Rehabilitation	In House
2025	5	Constance	Thundersee	Venice	Reconstruction	RSRP
2025	5	Cool Breeze	South Wind	Dead End	Rehabilitation	In House
2025	5	Downing	Dunbarton Oak	Airline Rd	Rehabilitation	In House
2025	5	Durant Cir	Fulton	Dead End	Rehabilitation	RSRP
2025	5	East Wind	Aaron	Windchime	Rehabilitation	In House
2025	5	Iroquois	Tartan	Dead End	Reconstruction	RSRP

2022-2026 Infrastructure Management Plan (IMP) Street List

YEAR	DISTRICT	STREET	TO	FROM	WORK PLANNED	PROGRAM
2025	5	Kennington	Hampton	Dunbarton Oak	Rehabilitation	In House
2025	5	Oso Pkwy	Yorktown Blvd	Staples	Rehabilitation	SPMP
2025	5	Roanoke	Dunbarton Oak	Clairfield	Rehabilitation	In House
2025	5	Royal Ct	Downing	Dead End	Rehabilitation	In House
2025	5	South Wind	Bratton	Cool Breeze	Rehabilitation	In House
2025	5	Springwind	Bratton	Cool Breeze	Rehabilitation	In House
2025	5	Summer Wind	Wind Chime	Bratton	Rehabilitation	In House
2025	5	Summertime	Bratton	Cool Breeze	Rehabilitation	In House
2025	5	Tartan	Iroquois Dr	Dead End	Reconstruction	RSRP
2025	5	The Mansions	Roddfeld	Oso Pkwy	Rehabilitation	SPMP
2025	5	Vanern	Venice	Lake Superior	Rehabilitation	In House
2025	5	Westwind	Bratton	Cool Breeze	Rehabilitation	In House
2025	5	Wind Chime	East Wind	Summer Wind	Rehabilitation	In House
2025	5	Windy Way	Bratton	Cool Breeze	Rehabilitation	In House
2026	5	Ammer Lake	Bistineau	Dead End	Rehabilitation	In House
2026	5	Benchfield	Boston	Dead End	Rehabilitation	In House
2026	5	Bistineau	Ammer Lake	Vanern	Rehabilitation	In House
2026	5	Boston	Staples	Yorktown	Rehabilitation	SPMP
2026	5	Bratton	Weber	Aaron	Rehabilitation	In House
2026	5	Canyon Lake	Venice	Dead End	Rehabilitation	In House
2026	5	Cedar Brook	Spring Brook	Stony Brook	Rehabilitation	In House
2026	5	Clear Brook	Boston	Spring Brook	Rehabilitation	In House
2026	5	Cold Springs	Boston	Spring Brook	Rehabilitation	In House
2026	5	Creekmont	Boston	Dead End	Rehabilitation	In House
2026	5	Edgebrook	Shadowbend	Cedar Pass	Reconstruction	RSRP
2026	5	Impala	Kodiak	Dead End	Rehabilitation	SPMP
2026	5	Kodiak	Cimarron	Wolverine	Rehabilitation	SPMP
2026	5	Lake Charles	Bistineau	Dead End	Rehabilitation	In House
2026	5	Lake Huron	Venice	Thundersee	Rehabilitation	In House
2026	5	Long Cir	Montecita	Dead End	Rehabilitation	In House
2026	5	Meadow Cir	Montecita	Dead End	Rehabilitation	In House
2026	5	Montecita	Longmeadow	Saratoga	Rehabilitation	In House
2026	5	Northfield	Boston	Spring Brook	Rehabilitation	In House
2026	5	Player	Saratoga Rd	Eider	Rehabilitation	SPMP
2026	5	Quail Hollow*	Oso Pkwy	Twin Creek	Reconstruction	RSRP
2026	5	Robina	Acushnet	Saloumeh	Rehabilitation	In House
2026	5	Saloumeh Way	Acushnet	Robina	Rehabilitation	In House
2026	5	Schwerin Lake	Venice	Dead End E & W	Rehabilitation	In House
2026	5	Snowgoose	Everhart	Timbergate	Rehabilitation	SPMP
2026	5	Spring Brook	Boston	Clear Brook	Rehabilitation	In House
2026	5	Timber Crest	Boston	Spring Brook	Rehabilitation	In House
2026	5	Twin Creek*	Oso Pkwy	Quail Hollow	Reconstruction	RSRP
2026	5	Wood Iron	Acushnet	Crenshaw	Rehabilitation	In House
2022	DT	Broadway Middle	Schatzell	Lawrence	Rehabilitation	SPMP
2022	DT	Gulden	Surfside	Dead End	Rehabilitation	In House
2022	DT	Gulfbreeze	Sandbar	Gulfspray	Rehabilitation	In House
2022	DT	Gulfspray	Surfside	Dead End	Rehabilitation	In House
2022	DT	Hayes	Surfside	Dead End	Rehabilitation	In House
2022	DT	Lawrence St & T-H	Mesquite	T-Head Loop	Rehabilitation	SPMP
2022	DT	Neal	Surfside	Dead End	Rehabilitation	In House

2022-2026 Infrastructure Management Plan (IMP) Street List

YEAR	DISTRICT	STREET	TO	FROM	WORK PLANNED	PROGRAM
2022	DT	Reef Ave	Surfside	Dead End	Rehabilitation	In House
2022	DT	Schatzell	Shorline	Lower Broadway	Rehabilitation	SPMP
2023	DT	Kinney	Carrizo	Alameda S	Water Utility	Utility IH
2023	DT	Peoples St & T-Head	Mesquite	T-Head Loop	Rehabilitation	SPMP
2024	DT	John Sartain	Shoreline S	Mesquite	Rehabilitation	SPMP
2024	DT	Lomax	Shoreline S	Lower Broadway	Rehabilitation	SPMP
2024	DT	Lower Broadway	Lomax	John Sartain	Rehabilitation	SPMP
2025	DT	Cabra	Lake	Chipito	Rehabilitation	In House
2025	DT	Chaparral	Schatzell	Taylor	Preservation	Concrete
2025	DT	Chipito	Staples	Waco	Rehabilitation	In House
2025	DT	Lake	Staples	Waco	Rehabilitation	In House
2025	DT	Shoreline N	Belden	Turn Around	Preservation	Concrete
2025	DT	Shoreline S	Turn Around	Power	Preservation	Concrete
2025	DT	Winnebago	Staples N	Crosstown	Rehabilitation	In House
2026	DT	Artesian	Leopard	Mestina	Preservation	Concrete
2026	DT	Blucher	Staples N	Carrizo	Rehabilitation	In House
2026	DT	Carrizo	Lipan	Blucher	Rehabilitation	In House
2026	DT	Mestina	Staples S	Artesian	Preservation	Concrete
2026	DT	Staples N	Comanche	Antelope	Preservation	Concrete
2026	DT	Waco	Leopard	Mestina	Preservation	Concrete



AGENDA MEMORANDUM

First Reading for the City Council Meeting of August 31, 2021
Second Reading item for the City Council Meeting of September 07, 2021

DATE: August 23, 2021

TO: Peter Zaroni, City Manager

FROM: Eddie Houlihan, Director of Management & Budget
EddieHo@cctexas.com
(361) 826-3792

<p align="center">Public Hearing and Ordinance of the Proposed FY2021-2022 Capital Budget</p>
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CAPTION:

Adopting the Corpus Christi Fiscal Year 2021-2022 Capital Budget in the amount of \$444,548,826, Beginning October 1, 2021.

SUMMARY:

This item is to adopt the budget as amended by the schedule of adjustments for the upcoming fiscal year with total proposed capital budget of \$444,548,826 for the Capital Improvement Program.

BACKGROUND AND FINDINGS:

As part of City Municipal Code Article V. Planning, Section 3. Power and Duties of Planning Commission, Paragraph A, Number 6: The Planning Commission shall review and make recommendations to the City Council on the City's annual Capital Budget.

On Wednesday, July 07, 2021, a summary presentation of the FY 2021-2022 Capital Budget was held before the Planning Commission describing program highlights and funding sources. On Wednesday, July 21, 2021, the Planning Commission recommended approval of the FY 2021-2022 Capital Budget as presented.

City Charter requires City Council to review and act on the Budget on a yearly basis. The City of Corpus Christi is proposing capital budget of \$444,548,826 as amended by the schedule of adjustments.

ALTERNATIVES:

Approval of this budget is required by City Charter. City Council may:

1. Approve the budget as presented (Recommended)
2. Make changes to the budget and then approve.

FISCAL IMPACT:

Total proposed expenditures of \$444,548,826 for the Capital Improvement Program.

RECOMMENDATION:

Staff recommends approval of the FY2021-2022 Capital Budget of \$444,548,826 as proposed.

LIST OF SUPPORTING DOCUMENTS:

FY 2021-2022 Capital Budget Ordinance

FY 2021-2022 Capital Budget Schedule of Adjustments

Schedule of Adjustments CIP

City of Corpus Christi
Amendments to the FY 2021-2022 Proposed Capital Budget

TOTAL PROPOSED REVENUES \$ 448,940,203

TOTAL PROPOSED EXPENDITURES \$ 448,940,203

Parks & Recreation CIP	
Proposed Revenues	
<u>Adjustments:</u>	
Decrease - Remove Pool Facilities Renovation project	(250,000)
Total Adjusted Revenues	\$ 45,601,915
Proposed Expenditures	
<u>Adjustments:</u>	
Decrease - Remove Pool Facilities Renovation project	(250,000)
Total Adjusted Expenditures	\$ 45,601,915

Public Facilities CIP	
Proposed Revenues	
<u>Adjustments:</u>	
Increase - Development Services Reserves	4,584,860
Total Adjusted Revenues	\$ 12,410,000
Proposed Expenditures	
<u>Adjustments:</u>	
Increase - Development Services Remodel and Parking project	4,584,860
Total Adjusted Expenditures	\$ 12,410,000

Storm Water CIP	
Proposed Revenues	
<u>Adjustments:</u>	
Decrease - Revenue Bonds	(5,550,000)
Total Adjusted Revenues	\$ 52,542,871
Proposed Expenditures	
<u>Adjustments:</u>	
Decrease - Citywide Storm Water Infrastructure Rehabilitation project	(5,550,000)
Total Adjusted Expenditures	\$ 52,542,871

Water CIP	
Proposed Revenues	
<u>Adjustments:</u>	
Decrease - SWIFT Loan	(5,676,237)
Total Adjusted Revenues	<u>\$ 106,206,065</u>
Proposed Expenditures	
<u>Adjustments:</u>	
Decrease - Seawater Desalination project	(5,676,237)
Total Adjusted Expenditures	<u>\$ 106,206,065</u>

Wastewater CIP	
Proposed Revenues	
<u>Adjustments:</u>	
Increase - Revenue Bonds	2,500,000
Total Adjusted Revenues	<u>\$ 82,624,339</u>
Proposed Expenditures	
<u>Adjustments:</u>	
Increase - Oso WRP Process Upgrade & BPC Facility Decommission project	2,500,000
Total Adjusted Expenditures	<u>\$ 82,624,339</u>

TOTAL PROPOSED AMENDED REVENUES	\$ 444,548,826
TOTAL PROPOSED AMENDED EXPENDITURES	\$ 444,548,826

ORDINANCE

**ADOPTING THE CORPUS CHRISTI FISCAL YEAR 2021 – 2022 CAPITAL
BUDGET IN THE AMOUNT OF \$444,548,826, BEGINNING OCTOBER 1,
2021**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS
CHRISTI, TEXAS:**

SECTION 1. That the Fiscal Year 2021 – 2022 Capital Budget in the amount of \$444,548,826 is hereby adopted, subject to the attached Schedule of Adjustments. A copy of the Fiscal Year 2021 – 2022 Capital Budget will be filed in the Office of the City Secretary.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo _____	John Martinez _____
Roland Barrera _____	Ben Molina _____
Gil Hernandez _____	Mike Pusley _____
Michael Hunter _____	Greg Smith _____
Billy Lerma _____	

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2021, by the following vote:

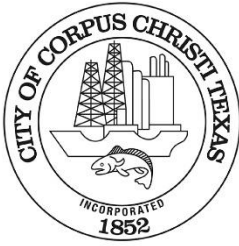
Paulette M. Guajardo _____	John Martinez _____
Roland Barrera _____	Ben Molina _____
Gil Hernandez _____	Mike Pusley _____
Michael Hunter _____	Greg Smith _____
Billy Lerma _____	

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor



AGENDA MEMORANDUM

Public Hearing and First Reading Ordinance for the City Council Meeting of August 31, 2021

DATE: August 20, 2021

TO: Peter Zanoni, City Manager

FROM: Heather Hurlbert, Director of Finance and Business Analysis
HeatherH3@cctexas.com
(361) 826-3227

Public Hearing and First Reading to Set the Fiscal Year 2021-2022 Ad Valorem Tax Rate
--

CAPTION:

Public Hearing and First Reading Ordinance to set the Fiscal Year 2021-2022 Ad Valorem Tax Rate.

SUMMARY:

The State Property Tax Code requires that one public hearing be held when a taxing unit proposes a tax rate that exceeds either the no-new-revenue tax rate or the voter-approval tax rate, whichever is lower.

BACKGROUND AND FINDINGS:

The City of Corpus Christi is proposing a tax rate of \$0.646264 per \$100 valuation for Fiscal Year (FY) 2021-2022. This tax rate is the same as the current tax rate. There is no increase in the tax rate.

As this rate exceeds either the no-new-revenue tax rate of \$0.616436 per \$100 valuation, or the voter-approval tax rate of \$0.652503 per \$100 valuation, the Property Tax Code requires that the governing body schedule one public hearing on the proposal. The public hearing for the FY2021-2022 proposed tax rate and the first reading of the ordinance for adoption of the FY2021-2022 tax rate will be held on August 31, 2021 during the regular City Council meeting beginning at 11:30 am. The vote for the final adoption of the budget and tax rate will be held at the September 7, 2021 City Council meeting.

ALTERNATIVES:

The public hearing is required to be in compliance with the Truth-in-Taxation guidelines

as it relates to the adoption of the budget and the property tax rate.

FISCAL IMPACT:

We anticipate generating total tax revenues of \$140,045,504 for the City. The amount needed for debt service or (I&S) is \$47,556,581 and the difference of \$92,488,923 is for the general fund or (M&O). Of this amount, \$8,668,006 will be transferred to the Streets Fund for Residential Streets.

RECOMMENDATION:

Staff recommends approval of the FY 2021-2022 Budget and Ad Valorem Tax Rate of \$0.646264 per \$100 valuation.

LIST OF SUPPORTING DOCUMENTS:

Ordinance

Ordinance setting a property tax rate of \$0.646264 per \$100 valuation which is effectively a 4.84% increase over the no-new-revenue tax rate.

WHEREAS, this tax levy is in accordance with the Fiscal Year 2022 operating budget adopted on September 7, 2021;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. The City Council of the City of Corpus Christi does hereby levy and adopt the ad valorem tax rate on \$100 valuation for this city for tax year 2021 as follows:

\$0.426806	for the purpose of maintenance and operation
<u>0.219458</u>	for payment of principal and interest on debt
\$0.646264	Total Tax Rate

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.05% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$16.60.

SECTION 2. There is hereby levied, to be assessed and collected in current money of the United States of America, for the use of the City of Corpus Christi, Texas, for the tax year 2021 and for each succeeding tax year thereafter, until otherwise provided and ordained, an annual ad valorem tax of \$0.426806 on each one hundred dollar value on all property, real, personal, and mixed, located within the City of Corpus Christi upon which a tax is authorized to be levied by law and upon all franchises of all individuals, partners, and corporations holding franchises in the City for defrayment of current expenses of the government of the City of Corpus Christi. Said tax shall be assessed upon 100 percent of the market value of property subject thereto. Four cents shall be dedicated for residential street reconstruction in accordance with Article VIII, Section 1(c) of the City Charter and shall be transferred from the General Fund to a dedicated fund on a monthly basis. If the tax rate is reduced by the results of an election to repeal the tax increase to the rollback tax rate, then the reduction shall first reduce the aforementioned residential street reconstruction portion of the tax rate and dedicated fund.

SECTION 3. There is hereby levied, to be assessed and collected in current money of the United States of America, for the use of the City of Corpus Christi, Texas, for the tax year 2021 and for each succeeding tax year thereafter, until otherwise provided and ordained, an annual ad valorem tax of \$0.219458 on each one hundred dollar value on all property, real, personal, and mixed, and franchises described in Section 2 of this ordinance and assessed upon 100 percent of the market value of property subject thereto, said taxes to be appropriated for the purpose of creating a sinking fund to pay the interest and principal maturities on all outstanding City of Corpus Christi bonds not otherwise provided for and including the interest, agent fees, and maturities of the following City of Corpus Christi bonds:

**ANNUAL DEBT SERVICE DUE
FY 2021-2022**

	Principal	Interest & Fees	Total
2010 CO's – Convention Center	\$155,000	\$65,089	\$220,089
2012 Public Property Contractual Obligations	\$660,000	\$36,565	\$696,565
2012 Combination Tax & Surplus Airport CO's (AMT)	\$225,000	\$72,988	\$297,988
2012A General Improvement (Airport) AMT	\$915,000	\$25,672	\$940,672
2012B General Improvement (Airport) Non-AMT	\$55,000	\$307,594	\$362,594
2012C General Obligation	\$2,145,000	\$166,125	\$2,311,125
2012D General Obligation	\$6,470,000	\$813,197	\$7,283,197
2013 General Obligation	\$3,755,000	\$943,625	\$4,698,625
2014 Public Property Financial Obligation	\$775,000	\$90,707	\$865,707
2015 GO Refunding 2007A & 2009	\$6,150,000	\$2,532,750	\$8,682,750
2015 GO's (Funding Bond 2014)	\$3,735,000	\$3,207,025	\$6,942,025
2015 Taxable CO's - Landfill	\$430,000	\$287,633	\$717,633
2016 CO's (Facilities)	\$90,000	\$56,263	\$146,263
2016A GO's Refunding - Streets	\$420,000	\$114,550	\$534,550
2016A GO's Refunding - TMPC	\$745,000	\$80,718	\$825,718
2016 Tax & Limited Pledge CO's - Streets	\$670,000	\$510,500	\$1,180,500
2017 Tax & Limited Pledge CO's - Landfill	\$245,000	\$44,539	\$289,539

	Principal	Interest & Fees	Total
2018 General Obligation	\$620,000	\$802,250	\$1,422,250
2018A Combination Tax & Limited Pledge CO's	\$550,000	\$669,650	\$1,219,650
2018B Combination Tax & Limited Pledge CO's - Taxable	\$285,000	\$282,786	\$567,786
2019A General Obligation - Parks	\$820,000	\$150,842	\$970,842
2019B Combination Tax & Surplus Airport CO's	\$385,000	\$91,840	\$476,840
2020A General Obligation	\$2,590,000	\$3,440,750	\$6,030,750
2020B GO Refunding - Streets	\$2,300,000	\$1,272,250	\$3,572,250
2020C General Obligation Refunding Bonds, Taxable	\$700,000	\$1,278,933	\$1,978,933
2021A Comb Tax & Limited Pledge Revenue CO's	\$330,000	\$405,400	\$735,400
2021B Comb Tax & Limited Pledge Revenue CO's - Landfill	\$180,000	\$219,550	\$399,550
Total required for FY 2021 debt service	<u>\$36,400,000</u>	<u>\$17,969,791</u>	\$54,369,791
Less: Transfers for self-supporting debt			<u>(\$5,232,178)</u>
Less: Amount to be paid from unencumbered fund balance			<u>(\$1,362,456)</u>
Total to be paid from taxes in FY 2021			<u>\$47,775,157</u>

In addition to the ad valorem tax levy for debt service totaling \$47,775,157 the balance of this debt, if any, incurred by the City of Corpus Christi shall be funded from sources other than ad valorem taxes.

SECTION 4. All taxes for the tax year 2021 hereby levied shall be due on receipt of the tax bill and shall be delinquent if not paid before February 1, 2022, except as otherwise provided in the Texas Property Tax Code; and penalty and interest shall be due on any delinquent taxes as provided by Chapter 33 of the Property Tax Code. No discount shall be allowed for early payment of taxes. The Texas Constitution, Property Tax Code, and other applicable laws shall govern all matters related to the taxes levied herein, and the City shall have all authority thereunder.

SECTION 5. 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 of this ordinance be given full force and effect for its purpose.

The foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo _____	John Martinez _____
Roland Barrera _____	Ben Molina _____
Gil Hernandez _____	Mike Pusley _____
Michael Hunter _____	Greg Smith _____
Billy Lerma _____	

The foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2021, by the following vote:

Paulette M. Guajardo _____	John Martinez _____
Roland Barrera _____	Ben Molina _____
Gil Hernandez _____	Mike Pusley _____
Michael Hunter _____	Greg Smith _____
Billy Lerma _____	

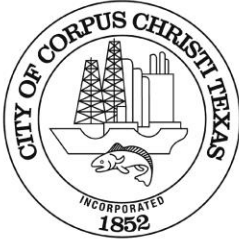
PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor



AGENDA MEMORANDUM

Ordinance for the City Council Meeting of August 31, 2021
Second Reading for the City Council Meeting of September 7, 2021

DATE: August 23, 2021
TO: Peter Zaroni, City Manager
FROM: Eddie Houlihan, Director of Management & Budget
EddieHo@cctexas.com
(361) 826-3792

Ordinance to ratify increase of \$9,095,758 in property tax revenues

CAPTION:

Ordinance ratifying the property tax increase reflected in the FY 2021-2022 Operating Budget that will require raising more revenue from property taxes than in the FY 2020-2021 Operating Budget in amount of \$9,095,758.

SUMMARY:

This item is to adopt the operating budget with an increase of \$9,095,758 in property tax revenues for the upcoming fiscal year as per City Charter requirement.

BACKGROUND AND FINDINGS:

City Charter requires City Council to review and act on the Operating Budget on a yearly basis. The City of Corpus Christi is proposing a budget with an increase of \$9,095,758 in property tax revenue from last year's operating budget. The \$9,095,758 breakdown is comprised of the following: General Fund \$5,444,51, Debt Service Fund \$3,088,733, Residential Street Reconstruction Fund \$562,974, or 6.9%, and of that amount an estimated \$2,425,379 is tax revenue to be raised from new property added to the tax roll in FY 2021-2022.

Section 102.007(c) of the Texas Local Government Code provides that adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the City Council to ratify the property tax increase reflected in the budget. A vote under 102.007(c) is in addition to and separate from the vote to adopt the budget or the vote to set the tax rate. Therefore, a separate vote from City Council is required to adopt the budget.

ALTERNATIVES:

Approval of the budget is required by the City Charter.

FISCAL IMPACT:

Total proposed revenues are \$987,272,821 which includes an increase of \$9,095,758 in property tax revenues over the prior year.

RECOMMENDATION:

City staff's recommendation is to adopt the FY 2021-2022 budget with an increase of \$9,095,758 in property tax revenues for the upcoming fiscal year as per City Charter requirement.

LIST OF SUPPORTING DOCUMENTS:

FY 2021-2022 Ordinance to ratify property tax increase

Ordinance ratifying the property tax increase reflected in the FY 2021-2022 Operating Budget that will require raising more revenue from property taxes than in the FY 2020-2021 Operating Budget in amount of \$9,95,758.

Whereas, the City Council has, on the same date as and prior to its consideration and adoption of this Ordinance, adopted by separate Ordinance the budget of the City of Corpus Christi for the FY 2021–2022; and

Whereas, the FY 2021-2022 budget will require raising more revenue from property taxes than in the budget of the City of Corpus Christi for FY 2020-2021; and

Whereas, Section 102.007 (c) of the Texas Local Government Code provides that adoption of a budget that will require raising more revenue from property taxes than in the previous year does require a separate vote of the City Council to ratify the property tax increase reflected in the budget; and that a vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate; and

Whereas, in order to comply with that provision, it is necessary for the City Council to adopt this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. In accordance with the requirements of Section 102.007 (c), Texas Local Government Code, the property tax increase reflected in the FY 2021-2022 Operating Budget that will require raising more revenue from property taxes than in the FY 2020-2021 Operating Budget in the amount of \$9,095,758 is hereby ratified.

That the foregoing ordinance was read for the first time and passed to its second reading on this the ____ day of _____, 2021, by the following vote:

Paulette M. Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

That the foregoing ordinance was read for the second time and passed finally on this the ____ day of _____ 2021, by the following vote:

Paulette M. Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

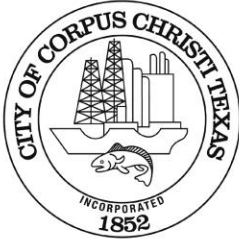
Billy Lerma _____

PASSED AND APPROVED on this the ____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor



AGENDA MEMORANDUM

Public Hearing and First Reading for the City Council Meeting August 31, 2021
Second Reading for City Council Meeting September 7, 2021

DATE: August 31, 2021
TO: Peter Zaroni, City Manager
FROM: Richard Martinez, Director of Public Works
RichardM5@cctexas.com
(361) 826-3419

<p>PUBLIC HEARING AND FIRST READING ORDINANCE TO CONSIDER CREATING A MUNICIPAL DRAINAGE UTILITY SYSTEM</p>

CAPTION:

Ordinance adopting Subchapter C of Chapter 552 of the Texas Local Government Code and declaring the drainage of the City of Corpus Christi ("City") to be a public utility and part of the City's combined utility system and establishing the City's storm water system as a municipal drainage utility system; incorporating existing facilities into the municipal drainage utility system; providing for segregation of revenue from drainage charges; and providing that issuance of storm water revenue bonds or combined (water, wastewater, gas and storm water) utility revenue bonds may be repaid with revenue from the municipal drainage utility system charge.

SUMMARY:

Public Notice is hereby given that the City Council of the City of Corpus Christi will hold a public hearing to consider a City ordinance creating a Municipal Drainage Utility System on August 31, 2021 during the Council meeting beginning at 11:30 a.m. in the City Council Chambers, 1201 Leopard Street, Corpus Christi, Texas.

Ordinance adopting Subchapter C of Chapter 552 of the Texas Local Government Code and declaring the drainage of the City of Corpus Christi ("City") to be a public utility and part of the City's combined utility system and establishing the City's storm water system as a municipal drainage utility system; incorporating existing facilities into the municipal drainage utility system; providing for segregation of revenue from drainage charges; and providing that issuance of storm water revenue bonds or combined (water, wastewater, gas and storm water) utility revenue bonds may be repaid with revenue from the municipal drainage utility system charge.

BACKGROUND AND FINDINGS:

Since 1989 the City of Corpus Christi has funded storm water services through the water rate. For FY 2021, the water rate generates approximately \$140.7 million in revenue, of that approximately \$16.9 million is allocated for storm water services. The allocation amount does not include past debt services.

The Public Works Department was tasked by the Mayor and City Council with creating a fair and equitable fee structure for storm water that more accurately reflects usage of the City's drainage system. Additionally, Public Works was tasked with removing storm water from the water rate, creating a stable Storm Water revenue stream, and engaging stakeholders in the process.

In 2020, the City hired Raftelis and WSP, both of which are financial and management consultancy groups with specialized expertise in storm water fee structures and public outreach.

Since March 2020, City staff have held multiple stakeholder meetings and have continued working with both consultants as well as stakeholder groups to develop a storm water fee rate model. The consultants' work included assisting the City with stakeholder group facilitation; compiling, processing, and analyzing data to support the City's selected draft rate structure; developing a financial plan and rate model; computing draft rates; analyzing potential customer impacts; supporting scenario analysis around rate structures and draft rates; and developing a draft communications plan.

During the development process last summer, Public Works was directed to pause the development of a proposed fee due to COVID-19 and the effects that such a fee might have on residents and businesses in the midst of a pandemic. It was decided that the fee process was to be postponed until 2021. In February 2021, the Mayor and City Manager gave direction to Public Works to resume the process of creating a standalone Storm Water Fee which will ultimately remove it from the water usage calculation.

Since resuming the process, Public Works held four stakeholder meetings to solicit input and pinpoint areas of concern regarding customer impacts, ease of implementation, administration, maintenance, public communication/understanding, and overall effects on stormwater program development. The results of the stakeholder meetings and proposed storm water rates were presented to City Council on August 12, 2021 during the Public Works FY 2022 Proposed Budget presentation.

ALTERNATIVES:

The alternative would be that storm water revenues would continue to be collected from the water rates.

FISCAL IMPACT:

N/A

FUNDING DETAIL:

Fund:	N/A
Organization/Activity:	N/A
Mission Element:	N/A
Project # (CIP Only):	N/A
Account:	N/A

RECOMMENDATION:

Staff recommends approval of the ordinance adopting Subchapter C of Chapter 552 of the Texas Local Government Code and declaring the drainage of the City of Corpus Christi ("City") to be a public utility and part of the City's combined utility system and establishing the City's storm water system as a municipal drainage utility system; incorporating existing facilities into the municipal drainage utility system; providing for segregation of revenue from drainage charges; and providing

that issuance of storm water revenue bonds or combined (water, wastewater, gas and storm water) utility revenue bonds may be repaid with revenue from the municipal drainage utility system charge.

LIST OF SUPPORTING DOCUMENTS:

Ordinance

Ordinance adopting Subchapter C of Chapter 552 of the Texas Local Government Code and declaring the drainage of the City of Corpus Christi (“City”) to be a public utility and part of the City’s combined utility system and establishing the City’s storm water system as a municipal drainage utility system; incorporating existing facilities into the municipal drainage utility system; providing for segregation of revenue from drainage charges; and providing that issuance of storm water revenue bonds or combined (water, wastewater, gas and storm water) utility revenue bonds may be repaid with revenue from the municipal drainage utility system charge.

WHEREAS, the City Council desires to protect the public health, safety, and welfare of the citizens of Corpus Christi by reducing the risk of loss of life and property caused by surface water overflows and surface water stagnation and by reducing pollution arising from non-point source runoff; and

WHEREAS, the City Council desires to establish a Municipal Drainage Utility System for the City and adopt the Municipal Drainage Utility Systems Act as set forth in Subchapter C of Chapter 552 Texas Local Government Code (the “Act”);

WHEREAS, the City of Corpus Christi will establish and enforce rules appropriate to operate the Municipal Drainage Utility System.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. The City of Corpus Christi (City or Municipality) declares the storm water drainage of this municipality to be a public utility and finds, in accordance with Subchapter C of Section 552.045(b) of the Texas Local Government Code that:

(a) the municipality will establish a schedule of drainage charges against all real property in the proposed service area (municipal boundaries) subject to charges under this subchapter;

(b) the municipality will provide drainage for all real property in the proposed service area on payment of drainage charges, except real property exempted under this subchapter;

(c) the municipality will offer drainage service on nondiscriminatory, reasonable, and equitable terms.

SECTION 2. In accordance with Section 552.046 of the Texas Local Government Code, the City incorporates the existing municipal storm water drainage facilities and related

supplies and materials in the Municipal Drainage Utility System.

SECTION 4. Subsequent to passage of this ordinance and following the provision for public notice and public hearing, the City will establish, by separate ordinance, a levy of drainage utility charges for all properties in the service area.

SECTION 5. The drainage charges collected by the Municipal Drainage Utility System shall be segregated and deposited in the City's Storm Water Fund (aka "Municipal Drainage Utility System" fund).

SECTION 6. By majority vote of the City Council, the City may issue storm water revenue bonds or combined (water, wastewater, gas, solid waste, and storm water) utility revenue bonds to be repaid, in full or in part, with the use of revenue from municipal drainage utility charges.

SECTION 7. The establishment of a drainage utility system by the City does not relieve private landowners, developers, other individuals, and entities from responsibility for providing drainage improvements in connection with land development pursuant to State or Federal law or other City ordinances pertaining to stormwater or surface water runoff, drainage management or drainage improvements.

SECTION 8. The establishment of a Drainage Utility System by the City does not imply or warrant that a benefitted property will be free from flooding, stormwater pollution, or stream erosion. The City makes no representation that all drainage problems will be remedied.

SECTION 9. This ordinance does not create additional duties on the part of the City or create new liability or remedies for any flooding, stream erosion, deterioration of water quality or other damages. Nothing in this ordinance shall be deemed to waive the City's immunity from suit or immunity from liability, or to reduce the need or necessity for benefitted properties to obtain flood insurance.

SECTION 10. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 11. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo _____

John Martinez _____

Roland Barrera _____
Gil Hernandez _____
Michael Hunter _____
Billy Lerma _____

Ben Molina _____
Mike Pusley _____
Greg Smith _____

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2021, by the following vote:

Paulette M. Guajardo _____
Roland Barrera _____
Gil Hernandez _____
Michael Hunter _____
Billy Lerma _____

John Martinez _____
Ben Molina _____
Mike Pusley _____
Greg Smith _____

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor



AGENDA MEMORANDUM

Public Hearing/First Reading for the City Council Meeting August 31, 2021
Second Reading for City Council Meeting September 7, 2021

DATE: August 31, 2021

TO: Peter Zaroni, City Manager

FROM: Richard Martinez, Director of Public Works
RichardM5@cctexas.com
(361) 826-3419

<p>PUBLIC HEARING AND FIRST READING ORDINANCE TO CONSIDER AN ORDINANCE AMENDING CHAPTER 55, UTILITIES, OF THE CITY CODE OF ORDINANCES TO LEVY A SCHEDULE OF STORM WATER DRAINAGE CHARGES</p>

CAPTION:

Ordinance amending Chapter 55, Utilities, of the City Code of Ordinances to levy a schedule a schedule of storm water drainage charges.

SUMMARY:

Public Notice is hereby given that the City Council of the City of Corpus Christi will hold a public hearing to consider amending a City ordinance levying a schedule of drainage charges on August 31, 2021 during the Council meeting beginning at 11:30 a.m. in the City Council Chambers, 1201 Leopard Street, Corpus Christi, Texas.

Ordinance amending Chapter 55, Utilities, of the City Code of Ordinances to levy a schedule of stormwater drainage charges to all benefitted properties in the service area of the City of Corpus Christi, Texas; creating a drainage utility fund; providing exemptions; providing for penalties, interest, and other remedies for nonpayment of drainage charges; providing an appeals and adjustment process, providing a repealer clause and savings clause.

BACKGROUND AND FINDINGS:

Since 1989 the City of Corpus Christi has funded storm water services through the water rate. For FY 2021, the water rate generates approximately \$140.7 million in revenue, of that approximately \$16.9 million is allocated for storm water services. The allocation amount does not include past debt services.

The Public Works Department was tasked by the Mayor and City Council with creating a fair and equitable fee structure for storm water that more accurately reflects usage of the City's drainage system. Additionally, Public Works was tasked with removing storm water from the water rate, creating a stable Storm Water revenue stream, and engaging stakeholders in the process.

In 2020, the City hired Raftelis and WSP, both of which are financial and management consultancy groups with specialized expertise in storm water fee structures and public outreach.

Since March 2020, City staff have held multiple stakeholder meetings and have continued working with both consultants as well as stakeholder groups to develop a storm water fee rate model.

During the development process last summer, Public Works was directed to pause the development of a proposed fee due to COVID-19 and the effects that such a fee might have on residents and businesses in the midst of a pandemic. It was decided that the fee process was to be postponed until 2021. In February 2021, the Mayor and City Manager gave direction to Public Works to resume the process of creating a standalone Storm Water Fee which will ultimately remove it from the water usage calculation.

The objectives of a new Storm Water fee are threefold:

- To create a stable revenue stream to properly maintain and increase services to the storm water system to include capital improvement projects
- Remove storm water from the water rate to create financial transparency
- Create a fair fee structure for storm water management that is tied to drainage runoff

The City's current storm water program does not adequately meet the needs of our growing area. Staff has recommended the implementation of a five-year plan of improvements which helps prevent flooding and keep pollution from getting into our creek, bays, estuaries, and ocean. The FY 2022 program enhancements include:

- In-house Street Sweeping Program: Increase Arterials from four to eight times a year
- Additional Inlet Cleaning and Inspection Crew: Increase to two crews
- Storm Water Utility Fee Team: Resolution and Utility Assistance Program
- ID/IQ Construction Contract: William Ditch and Glenoak Dr.
- Storm Water System Televising and Inspections Program

FY 2023-2026

- Street Sweeping: Transitioning Total Program to In-House and increasing residential from two to four times a year
- Additional Inlet Cleaning and Inspection Crew: Increased cleaning cycles from three to two years
- Additional Channel and Ditch Maintenance Crew: increase to two crews
- Vegetation Maintenance: Herbicide and Mowing improvements
- ID/IQ Construction Contract: Bridge, Channel and Infrastructure Rehabilitation
- Creek Monitoring and High-Water Detection System
- Continued Bay Water Quality Improvements

The program includes a proposed rate which will have a zero effect on the typical water consumer and for those seeing an increase a Utility Assistance Program will be implemented for the low-income, seniors (65 years of age and older) and disabled.

Drainage Utility Charge

- (a) A Drainage Utility Charge is hereby imposed upon each improved lot and parcel within the Service Area. The Drainage Utility Charge shall be billed beginning January 1, 2022

Drainage Utility Charges shall be billed on a monthly basis thereafter for the duration of the Drainage Utility.

- (b) For purposes of imposing the Drainage Utility Charge, all lots and parcels within the City are classified into the following customer categories: (1) Residential Single-Family Property and (2) Non-Single-Family Residential (commercial) Property.
- (c) The Equivalent Residential Unit (ERU) value for the City is determined through an inventory of all improved single-family residential parcels in the City and determination of Impervious Area for each parcel. This study shows that the impervious area for an average single-family residence in the City is 3,280 square feet.
- (d) The monthly Drainage Utility Charge for properties shall be calculated by multiplying the total number of ERU's for the parcel by the ERU monthly billing rate.

SINGLE FAMILY RESIDENTIAL PARCELS:

	Numbers of parcels	Stormwater Unit Equivalent
Single Family Residential (SFR)	84,957	1

TIERED SINGLE-FAMILY RESIDENTIAL DRAINAGE FEES:

	Estimated Impervious Area	Equivalent Residential Unit	FY 2022
Tier 1	Less than 3,000 sq. ft.	0.75	\$4.59
Tier 2	3,000 sq. ft.- 4,500 sq. ft.	1.00	\$6.12
Tier 3	Greater than 4,500 sq. ft.	1.75	\$10.71

NON-SINGLE FAMILY RESIDENTIAL (COMMERCIAL) FACTORS:

<ul style="list-style-type: none"> Intensity of Development (IDF) factors derived from City Drainage Manual 	Property's state code determines which IDF is used
<ul style="list-style-type: none"> Rate Calculation = (Gross area (Sq ft.) x IDF)/3,280 sq.ft. 	1 stormwater unit = 3280 sq.ft.
<ul style="list-style-type: none"> All properties (Non-SFR) 	1 or more Stormwater Units based on calculation (area x factor)

INTENSITY OF DEVELOPMENT FACTOR (for Non-Single Family Commercial)

Land Use	State Code Land Uses	Intensity of Development Factor	Number of Parcels
Townhouse Dwellings/Multiple Dwellings District; Manufactured Homes	B11, B3, B5, B7, B8, B9	0.65	265

Apartments	B1, B10, B6	0.80	379
Business District	F1	0.85	6,536
Industrial District	F2, F3, F4, F5 J3, J4, J5	0.7	180
Railroad Yard Areas		0.30	0
Parks, Playgrounds, Greenbelts, Cemeteries		0.31	0
Private Streets		0.83	0
Agriculture Uses	D1, E5R, E2, E3	0.05	37
Commercial Stock	C1	0.17	14

NON-SINGLE FAMILY RESIDENTIAL (COMMERCIAL) RATE:

Type of Use (Non-Single-Family Commercial)	YR 2022
Non-Single Family Rate (Commercial)	\$6.12 per unit

ALTERNATIVES:

The alternative would be that storm water revenues would continue to be collected from the water rates.

FISCAL IMPACT:

N/A

FUNDING DETAIL:

Fund: N/A
Organization/Activity: N/A
Mission Element: N/A
Project # (CIP Only): N/A
Account: N/A

RECOMMENDATION:

Staff recommends approval of the ordinance to consider amending a City ordinance levying a schedule of drainage charges and approval of the ordinance amending Chapter 55, Utilities, of the City Code of Ordinances to levy a schedule of stormwater drainage charges to all benefitted properties in the service area of the City of Corpus Christi, Texas; creating a drainage utility fund;

providing exemptions; providing for penalties, interest, and other remedies for nonpayment of drainage charges; providing an appeals and adjustment process, providing a repealer clause and savings clause.

LIST OF SUPPORTING DOCUMENTS:

Ordinance

Ordinance amending Chapter 55, Utilities, of the City Code of Ordinances to levy a schedule of storm water drainage charges to all benefitted properties in the service area of the City of Corpus Christi, Texas; creating a drainage utility fund; providing exemptions; providing for penalties, interest, and other remedies for nonpayment of drainage charges; providing an appeals and adjustment process, providing a repealer clause and savings clause.

WHEREAS, it is necessary that the collection, handling, and storage of stormwater drainage runoff within the City protects the public health, safety, and welfare of the City's citizens including but not limited to protection against property damage; and

WHEREAS, the City Council of the City ("City Council") desires to address the various water quality and environmental issues that may burden its stormwater drainage infrastructure, and to protect against surface water overflow, standing surface water, and pollution arising from nonpoint source runoff within the City; and

WHEREAS, prior to the adoption of this ordinance, the City Council adopted a municipal storm water drainage utility system, as authorized by Texas Local Government Code Chapter 552, Subchapter C, "Municipal Drainage Utility Systems," as amended (the "Act"), within the City's municipal boundaries; and

WHEREAS, public hearings were held on August 31, 2021 regarding City Ordinance No. _____ and this ordinance levying a schedule of stormwater drainage charges for all non-exempt properties located within the City's service area; notice of these public hearings and a copy of the proposed ordinances were published three times prior to the public hearing in a paper of general circulation in accordance with the Act; and

WHEREAS, as set forth in City Ordinance No. _____, the City Council adopts the Act and declares that the City's storm water drainage infrastructure and services of the City is a public utility within the meaning of the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. The above and foregoing recitals and premises to this ordinance are true and correct and are incorporated herein and made a part of this ordinance for all purposes.

SECTION 2. The City Council of Corpus Christi hereby levies a Schedule of Drainage Charges applicable to all non-exempt property owners in the City's service area for the collection, handling and transportation of stormwater drainage and runoff in accordance with Ordinance No. _____ creating a Municipal Drainage Utility System and this ordinance.

Section 3. Chapter 55 of the City Code of Ordinances is hereby amended by adding a new Article XXI to read as follows:

Article XXI. Municipal Drainage Utility System

Sec. 55-700 – Establishment of Municipal Drainage Utility System; Operation; Service Area

(a) On September 7, 2021, the City Council enacted Ordinance No. _____ which adopted a Municipal Drainage Utility System in accordance with Subchapter C, Chapter 552 of the Texas Local Government Code (the “Act”) and declared that the stormwater drainage of the City is hereby found to be a public utility within the meaning of the Act.

(b) The City shall operate the municipal drainage utility system in a nondiscriminatory, reasonable, and equitable basis.

(c) The storm water drainage service area (the “service area”) shall include all real property within the corporate city limits of Corpus Christi. The City will provide stormwater drainage for all real property within the service area upon payment of the determined drainage fees as provided in this ordinance.

Sec. 55-701. No effect on Landowner Obligations under City’s Unified Development Code or other City ordinances; No Waiver of Governmental Immunity.

(a) The establishment of the Municipal Drainage Utility System by the City does not relieve private landowners, developers, other individuals, or entities from responsibility for providing drainage plans and improvements in connection with private land development as required by the City’s Unified Development Code, State law, Federal law or by other City ordinances that relate to drainage or stormwater runoff, drainage management or drainage improvements.

(b) The establishment of the Municipal Drainage Utility System does not imply or warrant that a benefitted property will be free from flooding, stormwater pollution, or stream erosion. The City makes no representation that all drainage problems will be remedied. This ordinance does not create additional duties on the City or create new liability or remedies for any flooding, stream erosion, deterioration of water quality, or other damages. Nothing in this ordinance shall be deemed to waive the City’s sovereign or governmental immunity under law or reduce the need or necessity for private property owners to obtain the necessary flood insurance coverage for their property.

Sec. 55-702. Definitions.

Terms defined herein are specific to this Article and shall not be construed as conflicting with similar terms in other parts of this Chapter. Terms not otherwise defined herein shall be given the definitions contained in Subchapter C, Chapter

552, Texas Local Government Code.

- (a) "The Act" shall mean Subchapter C, Section 552 of the Texas Local Government Code, as amended.
- (b) "Benefitted Property" shall mean an improved lot or tract to which drainage service is made available under this Article.
- (c) "Commercial Property" shall mean all improved properties within the City other than residential property, including, but not limited to, commercial, industrial, institutional, government, multi-family, mobile-home park, and religious organization land uses.
- (d) "Cost of Service" shall mean the costs for drainage system service to a Benefitted Property, which shall be the total of:
 - (1) Prorated cost of the acquisition, whether by eminent domain or otherwise, of land, rights-of-way, options to purchase land, easements, and interests in land relating to structures, equipment, and facilities used in draining the Benefitted Property;
 - (2) Prorated cost of the acquisition, construction, repair, and maintenance of structures, equipment, and facilities used in draining the Benefitted Property;
 - (3) Prorated cost of architectural, engineering, legal and related services, plant and specifications, studies, surveys, estimates of cost and of revenue, and all other expenses necessary or incident to planning, providing, or determining the feasibility and practicability of structures, equipment, and facilities used in draining the Benefitted Property;
 - (4) Prorated cost of all machinery, equipment, furniture, and facilities necessary or incident to the provision and operation of draining the Benefitted Property;
 - (5) Prorated cost of funding and financing charges and interest arising from construction projects and the start-up cost of a drainage facility used in draining the Benefitted Property;
 - (6) Prorated cost of debt service and reserve requirements of structures, equipment, and facilities provided by revenue bonds or other drainage revenue-pledge securities or obligations issued by the City; and
 - (7) Administrative costs of operating and maintaining a Drainage Utility System.
- (e) "Drainage" shall mean bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.
- (f) "Drainage Utility Charges" shall mean the levy imposed to recover the cost of the service of the municipality in furnishing drainage for any Benefitted Property, including any interest and penalties; and amounts made in contribution to funding of future drainage system construction by the City.
- (g) "Drainage System" shall mean the drainage system owned or controlled in whole or in part by the City and dedicated to the service of Benefitted Property,

including any future additions, extensions, and improvements thereto and replacement thereof.

- (h) "ERU (Equivalent Residential Unit)" means a unit of measurement of impervious area calculated for the average single-family residential property within the utility service area, as measured in square feet, including the residential structure, garage, driveway, sidewalk, patio, out buildings and any other impervious structure.
- (i) "Facilities" shall mean the real, personal, or mixed property that is used in providing drainage and included in the system.
- (j) "Impervious Area" or "Impervious Surface" shall mean a surface which has become compacted or covered with a layer of material so that it is highly resistant to infiltration by water. Impervious Areas include, but are not limited to, compacted soils, graveled surfaces subject to motorized vehicular traffic, walkways, buildings, parking lots, pavement, and ingress/egress driveways. "Impervious Area" or "Impervious Surface" does not include sidewalks located in the public right-of-way and as further defined in this Code. For purposes of this definition a "walkway" is a pedestrian way in the interior of a lot or tract that is not located in the public right-of-way.
- (k) "Improved Lot or Tract" shall mean a lot or tract that has a structure, or as further defined in this Code, or other improvement on it that causes an Impervious Surface or Area.
- (l) "Intensity of Development Factor" shall mean the ratio of storm water runoff based on the amount of impervious area.
- (m) "Non-Residential" shall mean any improved lot or tract that is not a Residential Property as defined herein.
- (n) "Parcel" shall mean one (1) or more lots or portions of lots that are contiguous and under single ownership.
- (o) "Public Utility" shall mean drainage service that is regularly provided by the City through City property dedicated to that service to the users of benefited property within the service area and that is based on:
 - a. An established schedule of charges;
 - b. Use of the police power to implement the service; and
 - c. Nondiscriminatory, reasonable, and equitable terms consistent with the Act.
- (p) "Residential Property" shall mean any improved lot or tract with single-family home, duplex, triplex, quadplex, condominium, or mobile home.
- (q) "Service Area" shall mean the municipal boundaries of the City.
- (r) "User" or "Customer" shall mean the person or entity that owns or occupies a Benefitted Property.

- (s) "Wholly Sufficient and Privately-Owned Drainage System" shall mean drainage from an improved lot or tract which does not discharge into any natural or manmade waterway or drainage infrastructure including public streets, storm drains, culverts, drainage easements, or storm water ponds that are part of the Drainage System.

Sec. 55-703-706. Reserved

Sec. 55-707. Drainage Utility Fund.

A separate fund is hereby created, known as the Drainage Utility Fund, for the purpose of segregating, identifying, and controlling all revenues and expenses attributable to the Drainage Utility. All Drainage Utility Charges shall be accounted for as collected and received into this fund and shall be used exclusively for drainage Cost of Service. Such utility revenues may be used for the operation, planning, engineering, inspection, construction, repair, maintenance, improvement, reconstruction, administration, debt issuance cost and debt service, and other reasonable and customary expenses associated with the operation of a utility system. It shall not be necessary that the expenditures from the Drainage Utility Fund for any authorized purpose specifically relate to or benefit any particular Benefited Property from which the revenues were collected.

Sec. 55-708 Administration of Drainage Utility

The Director of Public Works for the City or his designee shall be responsible for the administration of the Drainage Utility, including, but not limited to, enacting any procedures necessary for the administration of the drainage charges and the consideration of appeals, development, and implementation of maintenance and facility improvement programs, state, and federal regulatory compliance, and establishing drainage criteria and standards for the drainage system. The Public Works Department shall keep an accurate record of all properties benefited by the services and facilities of the Drainage Utility.

Sec. 55-709. Drainage Utility Charge

- (a) A Drainage Utility Charge is hereby imposed upon each improved lot and parcel within the Service Area. The Drainage Utility Charge shall be billed beginning January 1, 2022. Drainage Utility Charges shall be billed on a monthly basis thereafter for the duration of the Drainage Utility.
- (b) For purposes of imposing the Drainage Utility Charge, all lots and parcels within the City are classified into the following customer categories: (1) Residential Single-Family Property and (2) Non-Single-Family Residential (commercial) Property.

- (c) The ERU value for the City is determined through an inventory of all improved single-family residential parcels in the City and determination of Impervious Area for each parcel. This study shows that the impervious area for an average single-family residence in the City is 3,280 square feet.
- (d) The monthly Drainage Utility Charge for properties shall be calculated by multiplying the total number of ERU's for the parcel by the ERU monthly billing rate.

SINGLE FAMILY RESIDENTIAL PARCELS:

	Numbers of parcels	Stormwater Unit Equivalent
Single Family Residential	84,957	1

TIERED SINGLE-FAMILY RESIDENTIAL DRAINAGE FEES:

	Estimated Impervious Area	Equivalent Residential Unit	FY 2022
Tier 1	Less than 3,000 sq. ft.	0.75	\$4.59
Tier 2	3,000 sq. ft.- 4,500 sq. ft.	1.00	\$6.12
Tier 3	Greater than 4,500 sq. ft.	1.75	\$10.71

NON-SINGLE FAMILY RESIDENTIAL (COMMERCIAL) FACTORS:

<ul style="list-style-type: none"> Intensity of Development (IDF) factors derived from City Drainage Manual 	Property's state code determines which IDF is used
<ul style="list-style-type: none"> Rate Calculation = (Gross area x IDF)/3,280 sq.ft. 	1 stormwater unit = 3280 sq.ft.
<ul style="list-style-type: none"> All properties (Non-SFR) 	1 or more Stormwater Units based on calculation (area x factor)

INTENSITY OF DEVELOPMENT FACTOR (for Non-Single Family Commercial)

Land Use	State Code Land Uses	Intensity of Development Factor	Number of Parcels
Townhouse Dwellings/Multiple Dwellings District; Manufactured Homes	B11, B3, B5, B7, B8, B9	0.65	265
Apartments	B1, B10, B6	0.80	379
Business District	F1	0.85	6,536
Industrial District	F2, F3, F4, F5 J3, J4, J5	0.7	180
Railroad Yard Areas		0.30	0
Parks, Playgrounds, Greenbelts, Cemeteries		0.31	0
Private Streets		0.83	0
Agriculture Uses	D1, E5R, E2, E3	0.05	37
Commercial Stock	C1	0.17	14

NON-SINGLE FAMILY RESIDENTIAL (COMMERCIAL) RATE:

Type of Use (Non-Single-Family Commercial)	YR 2022
Non-Single Family Rate (Commercial)	\$6.12 per unit

- (e) The Public Works Department shall be responsible for determining Impervious Area of property based on reliable data, including the appraisal roll, geographic information system technology, aerial photography, or other reliable means for determining Impervious Area. The Public Works Department may require

additional information from the property owner, tenant, manager, or developer to make the determination. The amount of a charge may be revised by the Public Works Department based on any additions to the Impervious Area through the City approved building permit process.

- (f) No Drainage Utility Charge credit shall be given for the installation of drainage facilities required by the code or state law.

Sec. 55-710. Exemptions from Drainage Fees.

The following shall be exempt from the provisions of this Article:

- (a) Property with proper construction and maintenance of a wholly sufficient and privately owned drainage system;
- (b) Property held and maintained in its natural state, until such time that the property is developed, and all of the public infrastructure constructed has been accepted by the City;
- (c) A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the City (if a certificate of occupancy is required);
- (d) The State of Texas;
- (e) Institutions of higher education;
- (f) The City of Corpus Christi, Texas.

Sec. 55-711. Billing, Payments, and Penalties

- (a) Bills or statements for the Drainage Utility Charge shall be rendered by the City's Utility Billing Department on a monthly basis for all properties subject to the charge. Bills shall be payable when rendered and shall be considered received by the customer, whether actually received or not, when deposited in the United States mail, postage prepaid, addressed to the utility customer or sent via the City's electronic billing system.
- (b) The Utility Billing Department shall assume that each utility account in the service area serves one (1) or more Users of a Benefitted Property and shall assess the Drainage Charges to the person responsible for payment of the utility account. The Public Works Department shall calculate the Drainage Charges for all Users and shall assess the Drainage Charges to the person responsible for payment of the utility account. If there is more than one (1) User of a Benefitted Property (which is non-Residential), then the charges shall be assessed to the owner of the Benefitted Property, unless instructed by the owner of the Benefitted Property, in writing, to bill Users on a prorated basis.
- (c) Bills are due and payable on the date specified thereon and if full payment is not made by the date specified, the bill shall become delinquent.
- (d) Drainage Utility Charges shall be billed with the City's other public utility billings and shall be identified separately on the bill as a Drainage Utility Charge. Drainage Utility Charges are subject to the City's Utility billing policies, procedures,

penalties, discounts, interest, and other terms of the City's Utility Billing Rules and Regulations.

- (e) Any charge due hereunder which is not paid when due will subject the User to discontinuance of all utility services provided by the City and the drainage charge may be recovered in an action at law or in equity by the City including fixture of a lien against the property, as allowed by law.
- (f) The City shall have access, at all reasonable times, to any Benefited Property served by the Drainage Utility for necessary inspection, repair of infrastructure or enforcement of this article.

Sec. 55-712 Revision of Rates

The City Council shall establish the initial drainage utility charges via ordinance pursuant to the Act. The City Council reserves the right to review the drainage utility charges at any time and may, by ordinance, increase or decrease the drainage utility charges within the schedule upon a determination that an increase or decrease is warranted.

Sec. 55-713 Utility Relief Fund

- (a) A customer who is eligible may apply for a discounted fee. A customer shall provide proof of eligibility in accordance with the rules and procedures established by the Director. A customer shall establish eligibility for a discounted fee on an annual basis.
- (b) The Director shall adopt rules for the administration of this section, including acceptable methods for showing and determining eligibility for low-income, age (65 and older) or disability.
- (c) A reduced fee under this section is prospective only. A customer may not receive a refund resulting from a reduction or discount under this section.

Sec. 55-714. Appeals

- (a) Requests for adjustment of a Drainage Utility Charge shall be submitted to the Public Works Department. A User may apply for an adjustment if:
 - (1) The User believes that the drainage charge schedule, as applied to the User's Benefitted Property, does not fairly reflect the Cost of Service to the User's Benefitted Property;
 - (2) The User disputes the amount of Impervious Area used to calculate the drainage charge; or
 - (3) The User's Drainage Charge has been assessed in error.
- (b) The following procedures shall apply to all requests for adjustment of the Drainage Utility Charge:

- (1) The User shall have the burden of proof.
 - (2) Any User who has paid Drainage Utility Charges and who believes the calculation or determination of the Drainage Utility Charge to be incorrect may, subject to the restrictions set forth in this Article, submit an adjustment request to the Public Works Department at P.O. Box 9277, Corpus Christi, Texas 78469.
 - (3) Requests for adjustment of Drainage Utility Charges paid by an Owner, User or Customer making the request shall be in writing and set forth in detail the grounds upon which relief is sought.
 - (4) Adjustment requests will be reviewed by the Public Works Department within twenty (20) business days from the date of receipt of an adjustment request. Adjustments resulting from such a request shall be prospective but may be made retroactive for no greater time period than three (3) monthly billings prior to the receipt of the request.
 - (5) The User requesting an adjustment may be required, at the User's cost, to provide supplemental information to the Public Works Department, including, but not limited to, survey data certified by a Texas Registered Professional Land Surveyor (R.P.L.S.), or other documentation of Impervious Area. Failure to provide requested information may result in the denial of the adjustment request.
 - (6) The Public Works Department's determination of the adjustment request shall be provided to the User, in writing, within twenty (20) business days of the later of receipt of the request for adjustment or receipt of any additional information submitted in accordance with this section. If the Public Works Director or his designee approves the request, the adjustment to the Drainage Utility Charge will be made.
- (c) If the Department denies the adjustment request, the User may, within ten (10) days from the date of notification, appeal the decision to the City Manager or their designee for final consideration. No further appeal, beyond the City Manager or their designee is available to User.
- (d) Before placing a lien against the Benefitted Property for delinquent Drainage Utility Charges, the City shall send notice to the record owner of the Benefitted Property stating the amount of the charges owed, and of the owner's right to appeal the placement of the lien by producing evidence that the delinquent charges are not rightfully owed. The User's appeal and proof must be submitted to the Public Works Department within ten (10) business days from the date of notification from the City. A lien shall not be filed if the owner shows that the Drainage Utility Charge made the basis of the lien is not owed. When a person pays all of the charges, a lien filed pursuant to this Chapter, shall be released. The paying party shall be responsible for the filing costs of the release.

Sec. 55-715. Other Laws

To the extent this Article conflicts with any other provision in Chapter 55 or any other Chapter in the City Code of Ordinances, the provisions shall be harmonized when possible, however, this Article shall control and supersede any other provision regarding the Drainage Utility System.

SECTION 4. That all provisions of the ordinances of the City of Corpus Christi in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Corpus Christi not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo _____	John Martinez _____
Roland Barrera _____	Ben Molina _____
Gil Hernandez _____	Mike Pusley _____
Michael Hunter _____	Greg Smith _____
Billy Lerma _____	

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2021, by the following vote:

Paulette M. Guajardo _____	John Martinez _____
Roland Barrera _____	Ben Molina _____
Gil Hernandez _____	Mike Pusley _____
Michael Hunter _____	Greg Smith _____
Billy Lerma _____	

PASSED AND APPROVED on this the _____ day of _____, 2021.

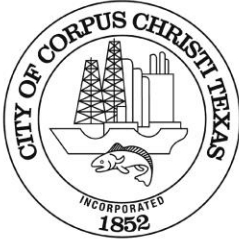
ATTEST:

Rebecca Huerta

Paulette M. Guajardo

City Secretary

Mayor



AGENDA MEMORANDUM

First Reading Ordinance for the City Council Meeting August 31, 2021
Second Reading Ordinance for the City Council Meeting September 7, 2021

DATE: August 31, 2021

TO: Peter Zaroni, City Manager

FROM: Kevin Smith, Director of Aviation
KevinS4@cctexas.com
(361) 289-0171

Amending Chapter 9 of the City Code of Ordinances
--

CAPTION:

Ordinance amending various sections of the Code of Ordinances, Chapter 9, Aviation, by revising Corpus Christi International Airport fees, rates, and charges and other necessary edits, corrections, and clarifications; and providing an effective date.

SUMMARY:

The proposed amendments adjust rates and charges within the ordinance. These changes are in coordination with the budget process. Language is changed to allow airport personnel to tow vehicles from the paid lot when necessary.

BACKGROUND AND FINDINGS:

By bringing parking operations in house, City staff can better impact customer experience in all aspects of travel. Parking rates and charges should be evaluated frequently and adjusted as necessary to maintain parity with the industry and other paid lots in the City. The airport conducted a study of all comparable paid lots in the City and other airports in the region and is recommending adjustment of the rates to match market rates.

Rates will be adjusted as follows:

Lot Name	Terminal (Formerly Short Term)	Covered	Long Term	Commuter (per month)
Previous Daily Rate	\$10	\$8.50	\$7	\$30
New Daily Rate	\$12	\$12	\$8	\$45
Previous Free Period	20 minutes	None	None	None
New Free Period	3 hours	None	None	None
% Increase	20%	41%	14%	50%
Net Expected Increase in Revenue	(\$5,189)	\$444,668.12	\$126,647.15	\$11,520

Ground Transportation rates and charges will also be adjusted to more effectively encourage operators to become permitted through the Airport, as opposed to paying incidental gate access without a permit. The permit price is increasing 10% but the cost to operate without a permit will increase over 100% in some circumstances.

Vehicle Type	FY2021		FY2022 (Proposed)	
	Permitted Vehicle (per month)	Non-Permitted Vehicle (billed monthly)	Permitted Vehicle (per month)	Non-Permitted Vehicle (billed monthly)
Taxi Cabs	\$50.00	\$2.00 per gate access	\$55.00	\$5.00 per gate access
Hotel/Guest Accommodation Vehicles and Courtesy Shuttles	\$50.00 + \$0.50 per gate access	N/A	\$55.00	\$5.00 per gate access
Delivery Vehicles	\$50.00	None	\$55.00	None
Charter Vehicles (Under 25 pax)	\$50.00	\$5.00 per gate access	\$55.00	\$5.00 per gate access
Charter Vehicles (Over 25 pax)	\$50.00	\$5.00 per gate access	\$55.00	\$25.00 per gate access

Further ordinance changes necessary for the in-house operation of the parking lots include the ability to tow vehicles from the paid parking lot. Finally, a language change will be made to make the entire airport property a non-smoking property except in designated smoking areas set forth by the Airport Director.

ALTERNATIVES:

Alternative actions include adjusting rates to different amounts or keeping parking rates steady. The airport believes the last rate adjustment to the paid parking lots were performed over twenty years ago.

FISCAL IMPACT:

None

FUNDING DETAIL:

Fund:	N/A
Organization/Activity:	N/A
Mission Element:	N/A
Project # (CIP Only) :	N/A
Account:	N/A

RECOMMENDATION:

City staff recommend approval of the ordinance amendment.

The Airport Board passed a recommendation that City Council approve Revisions to Chapter 9 of the City Code of Ordinances at their scheduled Board Meeting on June 16th.

LIST OF SUPPORTING DOCUMENTS:

Ordinance

Ordinance amending various sections of the Code of Ordinances, Chapter 9, Aviation, by revising Corpus Christi International Airport fees, rates, and charges and other necessary edits, corrections, and clarifications; and providing an effective date.

WHEREAS, the fees, rates, and charges ("rates and charges") established for the Corpus Christi International Airport ("Airport") are presently included in various sections of Chapter 9 of the Corpus Christi Code of Ordinances ("Code") and need to be revised, in addition to other necessary edits, corrections, and clarifications.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS, THAT:

SECTION 1. Various sections of Chapter 9, "Aviation," of the Code of Ordinances are amended by revising the rates and charges at the Corpus Christi International Airport and making other necessary edits, corrections, and clarifications, with the relevant sections' new text shown underlined and deleted text shown stricken, to read as follows:

"Sec. 9-1. Minimum altitude.

It shall be unlawful for any person to operate any aircraft, airship or balloon over the city or any property owned, leased or controlled by the city at an altitude lower than ~~one thousand five hundred (1,500)~~ 1,500 feet from the earth's surface or, in the case of a rotorcraft, at an altitude lower than ~~five hundred (500)~~ 500 feet from the earth's surface, or in violation of the minimum altitude established by Federal Aviation Administration regulations if such altitude is lower. This section shall not apply to aircraft, airships, rotorcraft and balloons landing or taking off from an authorized and properly designated Federal Aviation Agency Administration landing field or airport, ~~nor to any aircraft, airship, rotorcraft or balloon being operated in compliance with a permit issued under section 9-2 or 9-3,~~ nor to any aircraft, airship, rotorcraft or balloon being operated in compliance with the joint airport zoning regulations promulgated jointly by the county and the city.

"Sec. 9-2. Exhibition, educational and photographic flights.

~~On special occasions and for the purpose of exhibition of photographing or educational purposes, the city manager may authorize aircraft exhibitions and flights below the minimum altitude specified in section 9-1 to be conducted under the restrictions prescribed by the city manager upon written application to the airport manager, and providing such protection for the benefit of the public as may be prescribed by the city manager.~~

"Sec. 9-3. Permits for crop spraying and operation of VTOL craft.

~~The airport manager may issue permits for the operation of aircraft below the minimums prescribed in section 9-1 for the purpose of applying chemicals to crops and the landing and taking off of VTOL craft at locations not otherwise authorized. Each applicant shall comply with all regulations for the safety of persons and property promulgated by the airport manager and approved by the city manager and filed in the office of the city secretary. The permit fee shall be twenty-five dollars (\$25.00) per permit. Each permit shall be in effect for the period indicated in the permit but in no event for more than one year.~~

"Sec. 9-4 9-2. Acrobatic flying prohibited. * * *

"Sec. 9-5. Operation of hydroplanes, seaplanes or amphibians.

~~No person may operate a hydroplane, seaplane or amphibian in or upon any reservoir or lake or body of water belonging to the city or under the control of the~~

~~city, or within the corporate limits of the city, without first obtaining an operator's permit issued by the airport manager. All hydroplane, seaplane or amphibian operations shall be subject to all rules and regulations set forth in this chapter which might apply; applicable rules and regulations of the airport manager, the Federal Aviation Administration and the harbor master; and all surface craft regulations. In addition, the operation shall be subject to special rules and regulations for the operation, set forth by the airport manager and approved by the city manager. The operations permit issued by the airport manager shall be good for a period of one year and the permit fee shall be twenty five dollars (\$25.00) for each permit or renewal thereof.~~

"Sec. 9-6 9-3. Parachute jumps over the city generally. * * *

"Secs. 9-7 9-4 -- 9-19. Reserved.

* * *

"Sec. 9-23. Manager Director of Aviation—General powers and duties.

The airport manager director of aviation shall at all times have full authority ~~over, and~~ over and shall take such action as may be necessary in the handling, conduct and management of municipally-owned, leased or operated airports.

"Sec. 9-24. Same – Authority over persons at airport.

The ~~airport manager~~ director of aviation and ~~his~~ the director's authorized assistants shall at all times have authority to take action as may be necessary in the handling, conduct and management of the public in attendance at Corpus Christi International Airport.

"Sec. 9-25. Airport public safety officers; duties and responsibilities; limitations.

(a) ~~The director of aviation and his assistants and~~ All public safety officers shall be sworn as special peace officers of the city, as qualified by state law.

(b) * * *

* * *

(e) * * *

* * *

"Sec. 9-30. Pedestrian traffic.

(a) Where sidewalks are provided at the Corpus Christi International Airport, it shall be unlawful for any person to walk along and upon adjacent roadways, grassed ~~areas~~ areas, or other adjacent surfaces.

(b) * * *

"Sec. 9-31. Trespass upon restricted areas of the airport.

(a) *Application of provisions.* * * *

* * *

(d) *Airport security responsibilities.* * * *

(1) Air operations area, secured area and security identification display area (SIDA):

a. * * *

* * *

f. Each person who uses a door or gate to enter or exit the AOA or secured area shall ensure that the door or gate through which passage is made is properly closed and secured after such passage. If a door or gate fails to properly ~~close~~ close, the person accessing shall promptly notify an airport public safety officer or operations specialist if such door or gate does not close and secure properly. This notification requirement may be accomplished by notifying the airport public safety officer or operations specialist orally, either in person or by telephone.

g. * * *

* * *

i. No person shall use or display any airport identification or access device that has been declared ~~less~~ lost or destroyed by the person to whom it was issued.

j. * * *

(2) * * *

* * *

(f) * * *

* * *

"Sec. 9-32. Vehicles to stay within parking areas and drives; exceptions.

Vehicles other than those regularly employed in the service of the airport, those performing services in connection with the maintenance and operation of the airport or with the maintenance and operation of licensed planes, or aircraft or emergency vehicles engaged in the performance of their normal functions shall stay within the limits of the parking areas, streets and drives and shall not enter the landing area, aircraft ramps or taxiways except with the written permission of the ~~airport manager or his authorized agent~~ director of aviation, or the director's authorized designees.

* * *

"Sec. 9-34. Regulation of stopping, standing, or parking of vehicles and loading and unloading of passengers.

The ~~airport manager~~ director of aviation is ~~hereby~~ authorized to designate, by appropriate signs, areas for public parking, and is further authorized to limit or prohibit public parking, by appropriate signs, in such areas necessary to facilitate safety and efficiency in the operation of the Corpus Christi International Airport. It shall be unlawful for any person to stop, ~~stand~~ stand, or park a vehicle in any area except for the expeditious loading or unloading of passengers where parking has been prohibited or limited by the erection of appropriate traffic control devices and then only for a period not to exceed three (3) minutes. The ~~airport manager~~ director is ~~hereby~~ authorized to remove any vehicles that are stopped, ~~standing~~ standing.

or parked in violation of this section to the public parking lot at the Corpus Christi International Airport. The airport manager director may also have unattended or unauthorized vehicles towed and/or impounded at the owner's expense. The airport manager director, with the approval of the city traffic engineer, may designate loading zones in accordance with chapter 53 of this Code.

"Sec. 9-35. Parking rates.

Parking rates for the public parking lots at Corpus Christi International Airport are established as follows:

(1) *Long-term parking rates:*

~~For the first hour\$1.00~~

~~For each additional hour thereafter1.00~~

~~Maximum with parking ticket for each twenty-four (24) hours7.00~~8.00

~~Without/lost ticket per day or portion thereof7.00~~10.00

~~Ten (10) per cent reduction in fees for thirty (30) or more days of parking.~~

~~Commuter monthly parking permits for FAA Part 121 and Part 135 airline flight crew members staff of CCIA based airlines and code sharing partners of CCIA based airlines30.00~~45.00

(2) *Short-term parking rates:*

~~For the first 3 hours~~20 minutesNo Charge

~~For 3.01 hours to 24 hours12.00~~

~~From 21 minutes to the first half hour1.00~~

~~For each additional half hour thereafter1.00~~

~~Maximum with parking ticket for each twenty-four (24) hours10.00~~12.00

~~Without/lost ticket per day10.00~~14.00

~~Ten (10) per cent reduction in fees for thirty (30) or more days of parking.~~

(3) *Covered parking rates:*

~~For the first hour\$1.50~~

~~For each additional hour thereafter1.50~~

~~Maximum with parking ticket for each twenty-four (24) hours8.50~~12.00

~~Without/lost ticket per day8.50~~14.00

~~Ten (10) per cent reduction in fees for thirty (30) or more days of parking.~~

Specific rates may be adjusted at any time, and the director shall have the authority to negotiate special rates for special situations (i.e., holidays and special events). Such rates shall bear a reasonable relation to current rates charged for use of similar commercial facilities so as to neither be excessive nor grossly deficient by comparison, provided however, no such rates shall increase annually by more than 10% nor shall new fees be created without city council's approval by ordinance or resolution. The airport manager director of aviation may waive fees for city employees on official city and airport business travel, active airport board members, elected members of the city council, Texas House, Senate, U.S. Congress, disabled veterans, purple heart recipients, and visitors conducting business at the airport.

"Sec. 9-36. Smoking allowed only in certain areas ~~prohibited~~.

The airport manager or their designee director of aviation, or the director's designee, is hereby authorized to designate, by appropriate signs, "No Smoking Area" areas on the property of the Corpus Christi International Airport. It shall be unlawful for any person to carry onto such area any cigarette, cigar or other flammable substance or material while lighted or burning or to ignite same while not in such area.

"Sec. 9-37. Consumption of alcoholic beverages; intoxication.

(a) No person may be allowed to consume alcoholic beverages upon the property of the Corpus Christi International Airport, except:

(1) Alcohol obtained from authorized franchise holders and lessees may be consumed in public areas of the second floor of the terminal building specified locations per the Texas Alcoholic Beverage Commission.

(2) * * *

(b) * * *

"Sec. 9-38. Possession of firearms, ~~knives or knives,~~ or other weapons.

It shall be unlawful for any person to carry on or about his person any pistol, rifle or other firearm of any description, knuckles, or any knife or dagger manufactured or sold for the purpose of offense or defense, on the property of the Corpus Christi International Airport. The provisions of this section shall not apply to a person in actual military service, ~~nor to any peace officer in the actual discharge of his official duty,~~ nor to persons traveling on commercial airlines when such person checks the above described weapons with his their baggage and places the same in the control of the agents of authorized commercial airlines within a reasonable time of arriving at the Corpus Christi International Airport, nor to any person lawfully carrying the above described weapons to or from a private aircraft, nor to any of the following when discharging their official duty: game warden, deputy, peace officer, reserve police officer, or Federal Flight Deck Officer ~~game warden, nor to any deputy when in the actual discharge of his duties, nor to any reserve police officer in the actual discharge of his official duty.~~

* * *

"Sec. 9-41. Soliciting business, selling ~~merchandise~~ merchandise, or distributing advertising matter.

It shall be unlawful for any person to solicit customers or patronage or funds for himself or on behalf of any person or to sell or make delivery of any merchandise of any type or distribute advertising matter upon the premises or property of the Corpus Christi International Airport without obtaining the prior written authority of the ~~airport manager~~ director of aviation ~~or of the city council.~~ This section shall not apply to those persons making routine deliveries of supplies or equipment to franchise holders or lessees who operate under a valid contract with the city.

* * *

"Sec. 9-43. ~~Same~~—Permit to display.

The ~~airport manager~~ director of aviation is authorized to approve, by written permit, signed by the ~~airport manager~~ director of aviation ~~and approved in writing by the city manager,~~ the placing of any show card, placard, ~~advertisement~~ advertisement, or sign for the purpose of advertising or attracting the attention of the public for a limited time stated in the permit, subject to the regulations concerning the use of Corpus Christi International Airport. Every such permit shall be subject to revocation by the city council at any time and subject to revocation by the ~~airport manager~~ director of aviation on the breach of any of the rules and

regulations concerning airport property, or the violation of any of the terms of the permit by written notice by the ~~airport manager~~ director of aviation.

* * *

"Sec. 9-48. Interfering, tampering, etc., with aircraft, etc.

No person shall interfere or tamper with any aircraft at ~~any~~ the airport or put in motion the engines of such aircraft, or use any aircraft, aircraft parts, ~~instruments~~ instruments, or tools, without permission of the owner.

"Sec. 9-49. Starting of engines generally.

No aircraft engine shall be started or run at any airport, unless a licensed pilot or competent mechanic is in the cockpit attending the controls, and aircraft shall be started and warmed up only in the place designated for such purposes by the ~~airport manager~~ director of aviation.

"Sec. 9-50. Taxiing requirements.

Upon landing at the airport, a pilot shall assure himself that there is no danger of collision with other aircraft taking off, landing or taxiing before he begins to taxi and while he is taxiing to the line or other part of the airport. All aircraft shall be taxied at a reasonable speed, particularly in the vicinity of the hangars and other ~~buildings, and~~ buildings and shall be brought to a full stop prior to passing the retaining line when approaching a runway. Aircraft taxiing for takeoff shall not cut across or traverse the field but instead shall taxi according to the field regulations or the control tower requirements until the desired takeoff position is obtained. Landing aircraft shall taxi according to the field regulations or the control tower requirements until such aircraft are ~~no longer visible to tower controllers~~ outside the designated movement area. No aircraft shall taxi onto or from the hangars under its own power but must be moved by hand, ~~by means of dollies or otherwise~~ or specialized ground support equipment. All aircraft shall keep to the runways, taxiways and ~~ramps aprons~~ and avoid cutting the surface of the field or portions thereof other than the runways, taxiways or ~~ramps~~ aprons.

* * *

"Sec. 9-54. Landing fees for commercial aircraft.

For purposes of this section "commercial aircraft" shall mean any aircraft, scheduled or unscheduled, with a gross certificated landing weight greater than ~~twelve thousand five hundred (12,500)~~ 12,500 pounds that uses the airport for commercial purposes. "Operator" shall mean the person, company, or other entity which owns or is legally responsible for the conduct of the commercial activity for which the aircraft is utilized.

No commercial aircraft shall use the airport for the purpose of carrying passengers, freight, or mail for hire unless monthly reports and fees are timely filed and paid to the airport as provided by this section.

Monthly reports on landings shall be filed by the fixed base operator servicing the aircraft with the office of the director of aviation on such forms as provided by the department of aviation. The operator of each commercial aircraft shall pay landing fees equal to:

- (1) A landing fee established by contract between the operator and the airport; or

(2) A landing fee for nonscheduled commercial aircraft equal to ~~one hundred twenty-five (125) per cent~~ 125% of the highest landing fee effective for scheduled commercial aircraft operating pursuant to a contract with the airport.

Landing fees may be waived by the director of aviation upon evidence that a flowage fee for fuel purchased at the airport for the commercial aircraft exceeds the landing fees assessed against said aircraft.

* * *

"Sec. 9-61. Permit for ground transportation operations.

(a) * * *

(b) Except for franchised airport shuttle service and vehicles delivering business products to airport tenants, each person operating a ground transportation service at the airport must pay monthly and/or trip charge fees as set forth in the following schedule:

(1) Taxicabs, the fee per vehicle is ~~fifty dollars (\$50.00)~~ \$55.00 per month. Each taxicab not permitted pursuant to subsection (a) above shall pay a fee of ~~two dollars (\$2.00)~~ \$5.00 per arrival to pick up pre-arranged fares at the airport. Each non-permitted taxicab must notify the airport at least ~~fifteen (15)~~ 15 minutes prior to arriving at the airport and ~~pay any fees due in advance of the pickup of persons at the airport~~ will be billed and are payable monthly.

(2) Courtesy vehicles transporting hotel/motel customers, referred to as "hotel/motel courtesy vehicles", the fee per vehicle is ~~fifty dollars (\$50.00)~~ \$55.00 per month ~~plus fifty cents (\$.50) per arrival~~ for pick up of persons at the airport. Each hotel/motel courtesy vehicle not permitted pursuant to subsection (a) above shall pay a fee of \$5.00 per arrival at the airport. Persons with hotel/motel courtesy vehicle permits may be required to provide written proof of contracts with hotels or motels to the director of aviation or designee whenever requested and must provide immediate written changes to the contract to the director of aviation or designee. The hotel/motel courtesy vehicle fee is also applicable to island shuttle companies' vehicles transporting customers to North Beach and/or Padre Island. Each non-permitted hotel/motel courtesy vehicle must notify the airport at least 15 minutes prior to arriving at the airport and will be billed and are payable monthly.

(3) Off-airport rental car shuttle vehicles, referred to as "off-airport rental car shuttle vehicles", the fee is the greater of: (1) ~~ten (10) per cent~~ 10% of the gross income generated from the rental of vehicles by persons picked up at the airport or (2) ~~five hundred dollars (\$500.00)~~ \$500.00 per month. Where applicable, Gross-gross income is defined as the time and mileage charges included in the rental contracts, net of contractual discounts (including rebates). Bad debts may not be deducted in the calculation of ~~gross-revenues~~ income.

(4) Cargo, freight, luggage, and all other companies whose primary business is pick up and delivery services, referred to as "delivery vehicles", the fee is ~~fifty dollars (\$50.00)~~ \$55.00 for each access card issued for any vehicle operating at the airport. If more than four (4) access cards are requested, the fee is ~~forty dollars (\$40.00)~~ \$40.00 for each access card.

(5) Companies who provide transportation services for persons on a pre-arranged basis using a private charter bus, luxury limousine, luxury automobile,

or private charter van, referred to as a "charter vehicle", the fee is \$55.00 per month ~~five dollars (\$5.00) per arrival~~ for pick up of persons at the airport. Each charter vehicle not permitted pursuant to subsection (a) above shall pay a fee of \$5.00 per arrival at the airport if the charter vehicle's seating capacity does not exceed 25 persons; for vehicles with a seating capacity of more than 25 persons, the fee is \$25.00 per arrival. Fees for charter vehicles not permitted pursuant to subsection (a) above will be billed and payable monthly. Private charter vehicle companies must notify the airport twenty-four (24) 24 hours prior to arriving at the airport and pay any fees due in advance of the pick up of persons at the airport. Charter vehicles will not be required to obtain an access card. Charter vehicles shall obtain a permit placard prior to picking up persons at the airport to be displayed in the vehicle at all times during operations at the airport.

(c) The director of aviation or, the director's designee, will issue ground transportation permits, enforce all ground rules and regulations, and collect applicable fees. If any permit holder fails to comply with applicable rules, regulations, and ordinances, such permit holder will be issued a notice of noncompliance. If the violation persists for ~~ten (10)~~ 10 days after the issuance of said notice, the director of aviation may revoke the permit and such permit holder may be prohibited from conducting further operations on airport property.

"Sec. 9-61.1. Transportation network company airport operations.

(a) *Definitions.* * * *

(b) *Transportation network company operations.*

(1) A transportation network company must enter into an airport TNC operating agreement, executed by the director, and be at all times in compliance with the terms and conditions of the airport TNC operating agreement in order to operate at the airport. The airport TNC operating agreement may include the payment of a separate, annual airport operating fee of ~~six hundred dollars (\$600.00)~~ \$600.00 to offset the cost of AVI and geofence technology applications, administration of the agreement, and other airport costs in connection with each agreement including, but not limited to, monthly and annual reporting required to be submitted by each transportation network company to the airport.

(2) * * *

(c) * * *

(d) *Payment of trip fees.* Transportation network companies shall pay an airport trip fee of ~~two dollars (\$2.00)~~ \$2.00 per passenger picked up by each transportation network driver authorized and providing service under the transportation network company's airport TNC operating agreement. Trip fees are assessed each time a transportation network driver enters the airport's geofence boundary for the purpose of picking up a passenger, and each such entry is presumed to be for the purpose of picking up a passenger unless the airport is notified otherwise in advance. Fees must be remitted by each transportation network company to the airport based upon monthly accumulated trip fees and are due on the ~~tenth~~ 10th day of every month next following the month in which the trips are completed. Transportation network companies shall remit payment to the airport electronically either by wire transfer or by automated clearing house (ACH) payments to the city bank account designated by the director.

* * *

“Sec. 9-63. Animal control.

No person shall enter the terminal building or landing area of the airport with a dog or other animal. It shall be a defense to prosecution that:

- (1) The animal was assisting a ~~disabled person~~ with a disability;
- (2) The animal was being shipped on an air carrier or private aircraft and was restrained by a leash or certified air shipment container; or
- (3) The animal is a certified law enforcement canine.

“Sec. 9-64. Federal inspection fee.

(a) The airport is hereby authorized to collect a federal inspection fee of two dollars and fifty cents (\$2.50) ~~two dollars and fifty cents (\$2.50)~~ \$2.50 per international passenger, assessed to the airline with which said passenger is traveling.

(b) * * *

* * *

“Sec. 9-66. Rental rates.

The director of aviation shall prepare a schedule of rental rates for the use of the conference rooms. This schedule shall be submitted to the city manager for approval and shall be reviewed on an annual basis. Such rates shall bear a reasonable relation to current rental rates charged for use of similar commercial facilities so as to neither be excessive nor grossly deficient by comparison; provided however, no such rates shall increase annually by more than ~~twenty-five (25) per cent~~ 25%, nor shall new fees be created, without city council's approval by motion or resolution. The approved schedule shall be filed with the city secretary and copies shall be provided to the city council. Specific rates, however, may be adjusted at any time, and the director shall have the authority to negotiate special rates for special situations.

“Sec. 9-67. City-owned equipment.

Unless specifically stated in an agreement, the use of city-owned equipment is not included in the rental of conference rooms. The director shall prepare a list of city-owned equipment that is available for rent and recommend fees for its use. This fee schedule shall be submitted to the city manager for review and approval on an annual basis. Such fees shall bear a reasonable relation to cost and depreciation of such equipment to allow the city to recover the acquisition, maintenance, and replacement costs of such equipment as necessary. The approved schedule shall be filed with the city secretary and copies shall be provided to the city council.

* * *

“Sec. 9-69. -- Reserved.

“Secs. 9-70 9-69 -- 9-90. - Reserved.”

Section 2. If, for any reason, any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgement or decree 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 3. This ordinance takes effect October 1, 2021.

The foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo	_____	John Martinez	_____
Roland Barrera	_____	Ben Molina	_____
Gil Hernandez	_____	Mike Pusley	_____
Michael Hunter	_____	Greg Smith	_____
Billy Lerma	_____		

The foregoing ordinance was read for the second time and passed finally on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo	_____	John Martinez	_____
Roland Barrera	_____	Ben Molina	_____
Gil Hernandez	_____	Mike Pusley	_____
Michael Hunter	_____	Greg Smith	_____
Billy Lerma	_____		

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor



CCIA

CORPUS CHRISTI INTERNATIONAL AIRPORT

Chapter 9 Revisions
August 31, 2021

Chapter 9 Revision Highlights

- Took out language that is now governed by the FAA
 - Drones
 - Crop Spraying
 - VTOL aircraft
- Removed outdated language
- Changed the entire campus to non-smoking (with designated smoking areas)
- Changed Airport Manager to Director of Aviation
- Changed Parking Rates and Ground Transportation Rate

Chapter 9 Revision Highlights

- Changed Parking Rates – first time since 2002

Lot Name	Terminal (Formerly Short Term)	Covered	Long Term	Commuter (per month)
Previous Daily Rate	\$10	\$8.50	\$7	\$30
New Daily Rate	\$12	\$12	\$8	\$45
Previous Free Period	20 minutes	None	None	None
New Free Period	3 hours	None	None	None
% Increase	20%	41%	14%	50%
Net Expected Increase in Revenue	(\$5,189)	\$444,668.12	\$126,647.15	\$11,520

Chapter 9 Revision Highlights

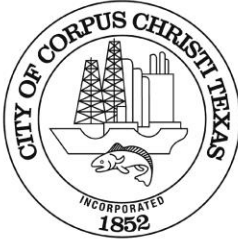
- Changed fees for Ground Transportation companies

Vehicle Type	FY2021		FY2022 (Proposed)	
	Permitted Vehicle (per month)	Non-Permitted Vehicle (billed monthly)	Permitted Vehicle (per month)	Non-Permitted Vehicle (billed monthly)
Taxi Cabs	\$50.00	\$2.00 per gate access	\$55.00	\$5.00 per gate access
Hotel/Guest Accommodation Vehicles and Courtesy Shuttles	\$50.00 + \$0.50 per gate access	N/A	\$55.00	\$5.00 per gate access
Delivery Vehicles	\$50.00	None	\$55.00	None
Charter Vehicles (Under 25 pax)	\$50.00	\$5.00 per gate access	\$55.00	\$5.00 per gate access
Charter Vehicles (Over 25 pax)	\$50.00	\$5.00 per gate access	\$55.00	\$25.00 per gate access

Parking Lot Revenue Calculation

Decreased Revenue due to change in Free parking -	(\$ 74,793.50)
Revenue Increase due to rate changes in Covered parking -	\$ 444,668.12
Revenue Increase due to rate change in Terminal parking -	\$ 69,604.00
Revenue Increase due to rate change in Long Term parking -	\$ 126,647.15
Revenue Increase due to rate changes in Commuter parking -	<u>\$ 11,520.00</u>
 Total NET increase in Revenue -	 \$652,439.27





AGENDA MEMORANDUM

First Reading Ordinance for the City Council Meeting 8/31/2021
Second Reading Ordinance for the City Council Meeting 09/07/21

DATE: August 27, 2021
TO: Peter Zaroni, City Manager
FROM: Al Raymond, AIA, Director
Development Services Department
AlRaymond@cctexas.com
(361) 826-3575

DSD Fee Schedule Adjustments

CAPTION:

Ordinance amending Corpus Christi Code for Development Services Department by adjusting fees for Technical Construction Codes, Excavation and Fill, Unified Development Code, Zoning, Beachfront Construction, Dune Protection, and Billboards; adding fees for review and inspections of public infrastructure; modifying the qualifications for reduced fees; and providing an effective date.

SUMMARY:

Development Services Department is proposing an adjustment to the adopted fee schedules. The adjustment includes increasing 46 existing fees, adding 36 new fees, eliminating 12 existing fees, and increasing all non-adjusted fee by 10% in FY 2021-2022. Future increases for all fees of 10% in FY 2022-2023, FY 2023-2024, and FY 2024-2025.

BACKGROUND AND FINDINGS:

Development Services Department has not raised many fees since 2002. After conducting a fee study in 2019 and based on the current construction cost index, it was discovered that our fees were approximately 40% behind where they should be. The department benchmarked other Texas cities, performed cost of service analysis, and had numerous discussions with the Development community in developing the proposed fees to be increased.

The fees proposed will be evaluated each year with budget review and adjusted accordingly.

FISCAL IMPACT:

The fiscal impact for FY 2021-2022 is anticipated to be:
Development Services : \$690,463.70
Engineering Services \$600,000
Public Works \$105,185

RECOMMENDATION:

Staff recommends approval of the DSD fee schedule adjustments.

LIST OF SUPPORTING DOCUMENTS:

Ordinance

Ordinance amending Corpus Christi Code for Development Services Department by adjusting fees for Technical Construction Codes, Excavation and Fill, Unified Development Code, Zoning, Beachfront Construction, Dune Protection, and Billboards; adding fees for review and inspections of public infrastructure; modifying the qualifications for reduced fees; and providing an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. Section 14-1307, Reduced fees, of the Corpus Christi Code is amended by adding the following language that is underlined (added) and deleting the language that is stricken (~~deleted~~) as delineated below:

Sec. 14-1307 Reduced Fees

- (a) Permit ~~and survey~~ fees for ~~public schools, federal state, county and municipal government and other political subdivisions having ad valorem tax exempt status, and for churches non-taxing, non-profit~~ and all other state constitutionally exempted ad valorem tax exempt entities is fifty (50) per cent of the regular permit fee; if the building and land on which the building is situated is owned and used by the tax exempt entity. However, a reduced permit fee may not be less than the minimum fee regularly charged. A reduced fee may not be paid when work has been commenced without proper permits.
- ~~(b) Discounts of stated fees of two (2) per cent will be made for both residential and commercial permits for the following:~~
- ~~(1) Adherence to all permit holder responsibilities as listed in chapter 14.~~
- ~~(2) Electronic submittals of plans and related documents.~~
- ~~(3) Submittal of master plans.~~
- (~~c~~) (b) No fee shall be required for a residential building permit for the construction of an accessibility ramp constructed upon a property where a disabled person resides. An affidavit of residency and medical need shall be provided upon permit application.

SECTION 2. Section 14-1313, Technical construction code fee schedules, of the Corpus Christi Code is amended by adding the following language that is underlined (added) and deleting the language that is stricken (~~deleted~~) as delineated below:

Sec. 14-1313. Technical construction codes fee schedules.

The following fee schedules apply to activities under article II of this chapter:

PLAN REVIEW FEES				
Fee Description	Year 1 10/1/2021-9/30/2022	Year 2 10/1/2022-9/30/2023	Year 3 10/1/2023-9/30/2024	Year 4 10/1/2024-9/30/2025
Residential: New construction, additions and remodeling	\$0.110 per square foot	\$0.121 per square foot	\$0.133 per square foot	\$0.146 per square foot
Commercial: New construction, additions and remodeling	40% of the building permit fee			
Floodplain Review/Inspections for Residential and Commercial (Public Works)	\$100.00			
Multiple plan review fee for Residential and Commercial	15% of the plan review fee for fourth review submittal			
Expedited plan review (internal staff) for Residential and Commercial	150% of the plan review rate			
Customized plan review for Residential and Commercial	150% of the plan review rate plus \$150.00 per hour with a two-hour minimum			
Minor Addendums for Residential and Commercial	\$100.00	\$110.00	\$121.00	\$131.10
Major Addendums for Residential and Commercial	Repayment of the Plan Review Fee			
BUILDING PERMIT FEES				
RESIDENTIAL - New Construction, additions and remodels (excludes mechanical, electrical and plumbing)	\$0.347 per square foot	\$0.381 per square foot	\$0.419 per square foot	\$0.461 per square foot
General Repair	\$110.00	\$121.00	\$133.10	\$146.41
Roofing and Siding	\$0.050 per square foot \$100.00/min	\$0.054 per square foot \$121.00/min	\$0.060 per square foot \$133.10/min	\$0.066 per square foot \$146.41/min

<u>COMMERCIAL</u>				
<u>\$0 to \$5 million</u>	<u>.70% of valuation</u>			
<u>\$5.001 to \$10 million</u>	<u>.65% of valuation</u>			
<u>\$10.001 to \$20 million</u>	<u>.60% of valuation</u>			
<u>\$20.001 to \$50 million</u>	<u>.58% of valuation</u>			
<u>Construction site offices</u>	<u>\$88.00</u>	<u>\$96.80</u>	<u>\$106.48</u>	<u>\$117.12</u>
<u>SIGNS</u>				
<u>Sign</u>	<u>\$118.80</u>	<u>\$130.68</u>	<u>\$143.75</u>	<u>\$158.12</u>
<u>Building permit for electrical signs</u>	<u>\$88.00</u>	<u>\$96.80</u>	<u>\$106.48</u>	<u>\$117.13</u>
<u>TRADE PERMITS</u>				
<u>ELECTRICAL</u>				
<u>Residential</u>	<u>\$.055 per square foot</u>	<u>\$0.061 per square foot</u>	<u>\$0.067 per square foot</u>	<u>\$0.075 per square foot</u>
<u>Commercial</u>	<u>The greater of the minimum fee or .25% of the total project valuation</u>			
<u>Minimum Fee</u>	<u>\$110.00</u>	<u>\$121.00</u>	<u>\$133.10</u>	<u>\$146.41</u>
<u>PLUMBING</u>				
<u>Residential</u>	<u>\$.055 per square foot</u>	<u>\$0.061 per square foot</u>	<u>\$0.067 per square foot</u>	<u>\$0.075 per square foot</u>
<u>Commercial</u>	<u>The greater of the minimum fee or .25% of the total project valuation</u>			
<u>Minimum Fee</u>	<u>\$110.00</u>	<u>\$121.00</u>	<u>\$133.10</u>	<u>\$146.41</u>
<u>MECHANICAL</u>				
<u>Residential</u>	<u>\$.055 per square foot</u>	<u>\$0.061 per square foot</u>	<u>\$0.067 per square foot</u>	<u>\$0.075 per square foot</u>
<u>Commercial</u>	<u>The greater of the minimum fee or .25% of the total project valuation</u>			
<u>Minimum Fee</u>	<u>\$110.00</u>	<u>\$121.00</u>	<u>\$133.10</u>	<u>\$146.41</u>
<u>DEMOLITION PERMITS</u>				
<u>Residential</u>	<u>\$200.00</u>	<u>\$220.00</u>	<u>\$242.00</u>	<u>\$266.20</u>

Commercial	\$400.00	\$440.00	\$484.00	\$532.40
CERTIFICATE OF OCCUPANCY				
Change of use of existing building or structure	\$331.10	\$364.21	\$400.63	\$440.69
Name Change	\$100.00	\$110.00	\$121.00	\$133.10
Temporary – Residential (every 30 days)	\$100.00	\$110.00	\$121.00	\$133.10
Temporary- Minor Commercial (every 30 days) Projects under \$5 Million	\$250.00	\$275.00	\$302.50	\$332.75
Temporary- Major Commercial (every 30 days) Projects over \$5 Million	\$500.00	\$550.00	\$605.00	\$665.50
After hour Certificate of Occupancy or Temporary Certificate of Occupancy	\$100.00 plus original fee	\$110.00 plus original fee	\$121.00 plus original fee	\$133.10 plus original fee
MOVE STRUCTURE/OVERSIZED LOAD PERMITS				
Move Structure	\$132.00	\$145.20	\$159.72	\$175.69
Traffic Engineering route sheet	\$67.10	\$73.81	\$81.19	\$89.31
Mobile Home/HUD-code manufactured housing installation permit	\$117.15	\$128.87	\$141.75	\$155.93
Backflow Prevention				
Backflow prevention device test filing fee	\$20.00			
Minimum Fee	\$100.00			
MISCELLANEOUS PERMIT FEES				
Early Assistance Meetings	Development Services- \$75.00/per trade per hour (\$150.00/minimum) Traffic Engineering- \$100.00/per hour Stormwater- \$100.00/per hour Floodplain Management - \$50.00/per hour			
Permit Extension	Greater of \$80.00 or 33.75% of permit fee			
Renewal of expired permit	Greater of \$80.00 or 33.75% of permit fee plus permit extension fee			

Permit Research Fee (per hour)	\$16.50	\$18.15	\$19.97	\$21.96
Request for refund on canceled permit if no work or inspections are done	\$125.00	\$137.50	\$151.25	\$166.38
After hours inspections	\$240.00	\$264.00	\$290.40	\$319.44
Temporary event permit	\$150.00	\$168.75	\$189.84	\$208.83
Cost for scheduling inspections or providing review or inspections results by City staff if available on the free DSD Portal 24 hours a day.	\$10.00 Per service provided	\$11.00 Per service provided	\$12.10 Per service provided	\$13.31 Per service provided
Requests for interpretation, technical rulings, modifications of code, concurrence for use of an alternative material or method, and appeal from decision of Building Official to Technical Constriction Appeal and Advisory Board.	\$500.00	\$550.00	\$605.00	\$665.50
Floodplain Hardship Variance Application Fee in addition to the cost of the Technical Construction Appeal and Advisory Board (Public Works)	\$300.00			
Floodplain Determination (Public Works)	\$150.00			
Overview and Concurrence Letter of Map Revision (Public Works)	Single Lot - \$250.00 Multiple Lots - \$250.00 plus \$50.00 per lot (\$5,000 maximum)			
DSD Administration Surcharge	4.5% on all permits and fees under Sec. 14-1313			
PENALTY FEES				
Work Commenced without a permit	2 times the permit cost plus investigative fee			

Investigative Fee	\$495.00	\$544.50	\$598.95	\$658.85
Re-inspection fee after 2nd inspection (per inspection)	\$88.00	\$96.80	\$106.48	\$117.13
<u>LICENSES/REGISTRATIONS</u>				
House Mover	\$146.30	\$160.93	\$177.02	\$194.73
Mechanical Contractor	\$148.50	\$163.35	\$179.69	\$197.65
Lawn Irrigator	\$148.50	\$163.35	\$179.69	\$197.65
Backflow prevention assembly tester	\$148.50	\$163.35	\$179.69	\$197.65
<u>BILLBOARDS</u>				
Signs <100 square feet- Annually	\$14.30 plus \$0.055 per square foot	\$15.73 plus \$0.061 per square foot	\$17.30 plus \$0.067 per square foot	\$19.30 plus \$0.073 per square foot
Signs 101-300 square feet- Annually	\$30.80 plus \$0.055 per square foot	\$33.88 plus \$0.061 per square foot	\$37.27 plus \$0.067 per square foot	\$40.99 plus \$0.073 per square foot
>301 square feet- Annually	\$44.00 plus \$0.055 per square foot	\$48.40 plus \$0.061 per square foot	\$53.24 plus \$0.067 per square foot	\$58.56 plus \$0.073 per square foot

After Fiscal Year 24-25, all fees in this section shall be indexed to the August Construction Index published in the Engineering News-Record and adjusted on October 1 of each fiscal year.

PLAN REVIEW FEES	AMOUNT OF FEE
<i>Plan Review Fees</i>	
Residential: New construction, additions and remodeling	\$0.10 per square foot (includes building, mechanical, plumbing & electrical permit)
Commercial	(Based as a percentage of the building permit fee) 40% of the building permit fee
Multiple plan review fee	15% of original plan review fee for third review submittal; 30% of original plan review fee for fourth review submittal;

	45% of original plan review fee for fifth review submittal; 60% of original plan review fee for sixth review submittal; 75% of original plan review fee for seventh review submittal; 90% of original plan review fee for eighth review submittal; 100% of original plan review fee for ninth and above review submittals
Third party plan review when requested by applicant	Contract rate + 32% overhead rate
Expedited plan review (internal staff)	150% of the plan review rate
Customized plan review	150% of the plan review rate plus \$150.00 per hour with a two-hour minimum

BUILDING PERMIT FEES	AMOUNT OF FEE
RESIDENTIAL - New Construction	\$0.315 per square foot (includes building, mechanical, plumbing & electrical permit) (\$100.00 min. permit fee)
RESIDENTIAL - Additions & Remodeling	\$0.165 per square foot of the new addition or remodeled area for building permit (excludes mechanical, plumbing & electrical permit) (\$100.00 min. permit fee) An additional \$0.05 per square foot of the new addition or remodeled area for each required plumbing, electrical & mechanical permit (\$50.00 min. permit fee for each required plumbing, electrical & mechanical permit)
COMMERCIAL	
—\$0 to \$5 million	.70% of valuation
—\$5.001 to \$10 million	.65% of valuation
—\$10.001 to \$20 million	.60% of valuation
—\$20.001 to \$50 million	.58% of valuation
Construction site offices	\$80.00

<i>Signs</i>	
Sign	\$108.00
Building permit for electrical signs, per transformer	\$6.75 Min. fee \$80.00
<i>Residential Building Permits</i>	
For all other residential building permits NOT associated with new construction, additions, or remodels	\$100.00
<i>Residential -- Other</i>	
Roofing and siding	\$.045-sq. ft.

FEES FOR MOVING STRUCTURES-- BOTH RESIDENTIAL AND COMMERCIAL	AMOUNT OF FEE
House moving permit	\$120.00
Traffic engineering moving route sheet	\$61.00
Survey fee (14-306(d))	\$140.00
Mobile home/HUD-code manufactured housing installation permit	\$106.50

MISCELLANEOUS CONSTRUCTION FEES	AMOUNT OF FEE
<i>Certificate of Occupancy</i>	
Certificate of occupancy for change of use of existing building or structure	\$215.00
Duplicate certificate of occupancy/Certificate of completion	\$25.00
<i>Temporary Events</i>	
Temporary event permit w/o food service	\$80.00
Temporary event permit w/ food service	\$199.80
<i>Miscellaneous Fees</i>	

Permit extension	Greater of: \$80.00 or 33.75% of permit fee
Renewal of expired permit	Greater of: \$80.00 or 33.75% of permit fee + permit extension fee
Request for refund on canceled permit if no work done	\$40.00
Permit research	\$15.00 per hour
<i>Demolition Permits</i>	
Demolition permit	Greater of: \$80.00 or \$0.027 per square foot
<i>Penalty Fees</i>	
Work commenced but not finished	Greater of 2x permit fee or investigative fee
Work completed	Greater of 2x permit fee or investigative fee
Investigative fee	\$450.00
Re-inspection fee (per inspection)	\$80.00
<i>Special Inspection Fees</i>	
Inspections outside city, but within ETJ	Inspection fee + \$100.00 + \$1.83 per mile
Inspections outside city and ETJ	Inspection fee + \$1.83 per mile + \$100.00 for each 200 miles
Third party inspections when requested by applicant	Contract rate + 32% overhead rate
<i>Reduced Fees</i>	
Reduced fee for public schools, federal, state, county, municipal governments and other political subdivisions with ad valorem tax status	Greater of: 50% of regular permit fee or minimum fee

Minimum fee	\$80.00
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BUILDING PERMIT FEES (ELECTRICAL ONLY)	AMOUNT OF FEE
<i>Building Permit Fees (ELECTRICAL ONLY) are for Stand Alone Permits NOT Associated with a Building Permit for new construction</i>	
Residential	\$0.05 per square foot
Commercial	
—\$0 to \$5 million	.70% of valuation
—\$5.001 to \$10 million	.65% of valuation
—\$10.001 to \$20 million	.60% of valuation
—\$20.001 million to \$50 million	.58% of valuation
Minimum fee	\$100.00

MECHANICAL PERMIT FEES	AMOUNT OF FEE
<i>Mechanical Permit Fees for Stand Alone Permits NOT Associated with a Building Permit</i>	
Residential	\$0.05 per square foot
Commercial	
—\$0 to \$5 million	.70% of valuation
—\$5.001 to \$10 million	.65% of valuation
—\$10.001 to \$20 million	.60% of valuation
—\$20.001 to \$50 million	.58% of valuation
Temporary operation inspection	\$80.00
Minimum fee	\$100.00

PLUMBING CODE FEES	AMOUNT OF FEE
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<i>Plumbing Permit Fees for Stand Alone Permits NOT Associated with a Building Permit</i>	
Residential	\$0.05 per square foot
Commercial	
—\$0 to \$5 million	.70% of valuation
—\$5.001 to \$10 million	.65% of valuation
—\$10.001 to \$20 million	.60% of valuation
—\$20.001 to \$50 million	.58% of valuation
Minimum fee	\$80.00
<i>Backflow Prevention</i>	
Backflow prevention device test filing fee	\$20.00
Minimum fee	\$100.00

LICENSE	FEES	
Classification	Examination Fee	License Fee
House mover	None	\$133.00

CONTRACTOR REGISTRATION FEES	AMOUNT
Mechanical contractor	\$135.00
Lawn irrigator	\$135.00
Backflow prevention assembly tester	\$135.00

TECHNICAL CONSTRUCTION APPEAL & ADVISORY BOARDS FEES	AMOUNT
Requests for interpretation, technical ruling, modification of code, concurrence for use of an alternative material or method, and appeal from decision of building official to technical construction appeals and advisory boards	\$265.00

SECTION 3. Section 14-1321, Fees for excavation and fill permits, of the Corpus Christi Code is amended by adding the following language that is underlined (added) and deleting the language that is stricken (~~deleted~~) as delineated below:.

Sec. 14-1321. Fees for excavation and fill permits.

The fees in this division apply to applications for excavation and fill permits.

<u>EXCAVATION & FILL PERMIT FEES</u>				
<u>Fee Description</u>	<u>Year 1</u> <u>10/1/2021-</u> <u>9/30/2022</u>	<u>Year 2</u> <u>10/1/2022-</u> <u>9/30/2023</u>	<u>Year 3</u> <u>10/1/2023-</u> <u>9/30/2024</u>	<u>Year 4</u> <u>10/1/2024-</u> <u>9/30/2025</u>
<u>Excavation permit application fee</u>	<u>\$275.00</u>	<u>\$302.50</u>	<u>\$332.75</u>	<u>\$366.03</u>
<u>Monthly fee for excavation permit</u>	<u>\$55.00 per month</u>	<u>\$60.50 per month</u>	<u>\$66.55 per month</u>	<u>\$73.21 per month</u>
<u>Processing fee for appeal of denial of excavation permit to Planning Commission</u>	<u>\$110.00</u>	<u>\$121.00</u>	<u>\$133.10</u>	<u>\$146.41</u>
<u>Processing fee for appeal of denial of excavation permit to City Council</u>	<u>\$110.00</u>	<u>\$121.00</u>	<u>\$133.10</u>	<u>\$146.41</u>
<u>Fill permit application fee</u>	<u>\$275.00</u>	<u>\$302.50</u>	<u>\$332.75</u>	<u>\$366.03</u>
<u>DSD Administration Surcharge</u>	<u>4.5% on all permits and fees under Sec. 14-1321</u>			

After Fiscal Year 24-25, all fees in this section shall be indexed to the August Construction Index published in the Engineering News-Record and adjusted on October 1 of each fiscal year.

<u>EXCAVATION & FILL PERMIT FEES</u>	<u>AMOUNT OF FEE</u>
Excavation permit application fee	\$250.00
Monthly fee for excavation permit	\$50.00 per month
Processing fee for appeal of denial of excavation permit to Planning Commission	\$100.00

Processing fee for appeal of denial of excavation permit to City Council	\$100.00
Fill permit application fee	\$250.00

SECTION 4. Section 14-1341, Unified Development Code fees, of the Corpus Christi Code is amended by adding the following language that is underlined (added) and deleting the language that is stricken (~~deleted~~) as delineated below:

Sec. 14-1341. Unified Development Code fees.

This division sets the amounts of the fees required by the Unified Development Code.

<u>UNIFIED DEVELOPMENT CODE FEES</u>				
<u>Fee Description</u>	<u>Year 1</u> <u>10/1/2021-</u> <u>9/30/2022</u>	<u>Year 2</u> <u>10/1/2022-</u> <u>9/30/2023</u>	<u>Year 3</u> <u>10/1/2023-</u> <u>9/30/2024</u>	<u>Year 4</u> <u>10/1/2024-</u> <u>9/30/2025</u>
<u>PLATTING APPLICATION FEES</u>				
<u>PRELIMINARY PLAT</u>				
<u><1 acre</u>	<u>\$1,400.00</u>	<u>\$1,540.00</u>	<u>\$1,694.00</u>	<u>\$1,863.40</u>
<u>1-5 acre</u>	<u>\$1,800.00</u>	<u>\$1,980.00</u>	<u>\$2,178.00</u>	<u>\$2,395.80</u>
<u>>5 acre</u>	<u>\$2,200.00</u>	<u>\$2,420.00</u>	<u>\$2,662.00</u>	<u>\$2,928.20</u>
<u>FINAL PLAT APPLICATION (NON-PUBLIC)</u>				
<u><1 acre</u>	<u>\$900.00</u>	<u>\$990.00</u>	<u>\$1,089.00</u>	<u>\$1,197.90</u>
<u>1-5 acre</u>	<u>\$1,300.00</u>	<u>\$1,430.00</u>	<u>\$1,573.00</u>	<u>\$1,730.30</u>
<u>>5 acre</u>	<u>\$1,700.00</u>	<u>\$1,870.00</u>	<u>\$2,057.00</u>	<u>\$2,262.70</u>
<u>FINAL PLAT APPLICATION (PUBLIC NOTICE- PLUS PUBLIC NOTICE SURCHARGE)</u>				
<u><1 acre</u>	<u>\$900.00</u>	<u>\$990.00</u>	<u>\$1,089.00</u>	<u>\$1,197.90</u>
<u>1-5 acre</u>	<u>\$1,300.00</u>	<u>\$1,430.00</u>	<u>\$1,573.00</u>	<u>\$1,730.30</u>
<u>>5 acre</u>	<u>\$1,700.00</u>	<u>\$1,870.00</u>	<u>\$2,057.00</u>	<u>\$2,262.70</u>
<u>Minor Plat Application (4 lots or less)</u>	<u>\$685.00</u>	<u>\$753.50</u>	<u>\$828.85</u>	<u>\$911.74</u>

Reduced permit fees for non-taxing, non-profit ad valorem tax exempt entities				
Amending plat application	\$753.50	\$828.85	\$911.74	\$1,002.91
Vacating plat application	\$753.50	\$828.85	\$911.74	\$1,002.91
Planning Commission Application- Appeal or Waiver	\$800.00	\$880.00	\$968.00	\$1,064.80
Plat time extension application	\$300.00	\$330.00	\$363.00	\$399.30
Plat Revision Fee	15% of application fee after 2nd review			
Final plat addressing fee	\$100.00	\$110.00	\$121.00	\$133.10
Master Preliminary Plat Application	\$500.00	\$550.00	\$605.00	\$665.50
AGREEMENTS				
Water contract Application	\$1,947.00	\$2,141.70	\$2,355.87	\$2,591.46
Water contract administratively	\$150.00	\$165.00	\$181.50	\$199.65
Deferment Agreement	.5% (half of one percent) of amount requested			
Reimbursement Agreement	.5% (half of one percent) of amount requested			
Participation Agreement	.5% (half of one percent) of amount requested			
INFRASTRUCTURE TRUST FUND LOT & ACREAGE FEES				
Lot fee for water infrastructure	\$394.90	\$434.39	\$477.83	\$525.61
Acreage fee for water infrastructure	\$1,582.90	\$1,741.19	\$1,915.31	\$2,106.84
Lot fee for water infrastructure for single-family or duplex	\$200.20	\$220.22	\$242.24	\$266.47
Acreage fee for water infrastructure for single-family or duplex	\$790.90	\$869.99	\$956.99	\$1,052.69
Surcharge for water infrastructure for single-family or duplex	\$267.30	\$294.03	\$323.43	\$355.78
Water distribution line front foot pro rata fee	\$11.58	\$12.74	\$14.02	\$15.42
PIIC water tap fee	\$528.00	\$580.80	\$638.88	\$702.77

PIIC lot fee for water infrastructure	\$528.00	\$580.80	\$638.88	\$702.77
PIIC acreage fee for water infrastructure	\$1,320.00	\$1,452.00	\$1,597.20	\$1,756.92
Lot fee for wastewater infrastructure	\$432.30	\$475.33	\$523.08	\$575.39
Acreage fee for wastewater infrastructure	\$1,728.10	\$1,900.91	\$2,091.00	\$2,300.10
Surcharge for wastewater infrastructure	\$304.70	\$335.17	\$368.69	\$405.56
Collection line front foot pro rata fee	\$13.40	\$14.74	\$16.21	\$17.83
Wastewater fee exemption for City Council consideration	\$600.00	\$660.00	\$726.00	\$798.60
MISCELLANEOUS UNIFIED DEVELOPMENT FEES				
Utility availability letter	\$250.00	\$275.00	\$302.50	\$332.75
Easement encroachment license	\$583.00	\$641.30	\$705.43	\$775.97
Utility easement by separate instrument	\$530.00	\$583.00	\$641.30	\$705.43
Closing or abandonment of easement	\$1,054.00	\$1,159.40	\$1,275.34	\$1,402.87
Proportionality/Rights Determination	\$500.00	\$550.00	\$605.00	\$665.50
Proportionality/Rights Determination- Appeal to City Council	\$1,200.00	\$1,320.00	\$1,452.00	\$1,597.20
Change of Address (per address)	\$50.00	\$55.00	\$60.50	\$66.55
Temporary Addressing Request (per address)	\$100.00	\$110.00	\$121.00	\$133.10
Building/Suite address reassignment	\$100.00	\$110.00	\$121.00	\$133.10
Recording fee	Actual cost +\$50.00	Actual cost +\$55.00	Actual cost +\$60.50	Actual cost +\$66.55
Public Notice Surcharge				

<u>(waived if initiated by City Council or Landmark Commission)</u>	<u>\$250.00</u>
<u>DSD Administration Surcharge</u>	<u>4.5% on all fees under Sec. 14-1341</u>

After Fiscal Year 24-25, all fees in this section shall be indexed to the August Construction Index published in the Engineering News-Record and adjusted on October 1 of each fiscal year.

UNIFIED DEVELOPMENT CODE FEES	AMOUNT OF FEE
<i>Platting Application Fees</i>	
Type I or IA < 1 acre	\$171.00
Type I or IA 1 > 5 acres	\$341.00
Type I or IA > 5 acres	\$554.00
Type II or IIA < 1 acre	\$512.00
Type II or IIA 1 > 5 acres	\$792.00
Type II or IIA > 5 acres	\$896.00
Type III or IIIA < 1 acre	\$685.00
Type III or IIIA 1 > 5 acres	\$685.00
Type III or IIIA > 5 acres	\$685.00
Application to extend a plat	\$38.00
Application to plat single lot subdivision by Engineering Services	\$60.00
Deposit for review of deed or surveyor field notes	\$50.00
Hardship variance application fee	\$160.00
Platting appeal application fee	\$50.00
Participation agreement	\$610.00
Deferment agreement fee	\$1,087.00
Utility easement by separate instrument fee	\$249.00

<i>Infrastructure Trust Fund Lot & Acreage Fees</i>	
Lot fee for water infrastructure	\$359.00
Acreage fee for water infrastructure	\$1,439.00
Surcharge for water infrastructure	\$0.00
Lot fee for water infrastructure for single-family or duplex	\$182.00
Acreage fee for water infrastructure for single-family or duplex	\$719.00
Surcharge for water infrastructure for single-family or duplex	\$243.00
Water distribution line front foot pro-rata fee	\$10.53
PIIC water tap fee	\$480.00
PIIC lot fee for water infrastructure	\$480.00
PIIC acreage fee for water infrastructure	\$1,200.00
Lot fee for wastewater infrastructure	\$393.00
Acreage fee for wastewater infrastructure	\$1,571.00
Surcharge for wastewater infrastructure	\$277.00
Collection line front foot pro-rata fee	\$12.18
Lot fee for storm water infrastructure	\$0.00
Acreage fee for storm water infrastructure	\$0.00
Surcharge for storm water infrastructure	\$0.00
Front foot pro-rata charge	\$0.00
Request for lot/acreage fee exemption determination	\$60.00
Reimbursement agreement	\$535.00
Recording fees	City's actual costs

SECTION 5. The Corpus Christi Code is amended by adding Section 14-1351, Public Improvement Fees, of the Corpus Christi Code as follows:

Sec. 14-1351 Public Improvement Fees

<u>PUBLIC IMPROVEMENT FEES</u>				
<u>Fee Description</u>	<u>Year 1</u> <u>10/1/2021-</u> <u>9/30/2022</u>	<u>Year 2</u> <u>10/1/2022-</u> <u>9/30/2023</u>	<u>Year 3</u> <u>10/1/2023-</u> <u>9/30/2024</u>	<u>Year 4</u> <u>10/1/2024-</u> <u>9/30/2025</u>
<u>PIP- Public Improvement Plan Review</u>				
<u><1 acre*</u>	<u>\$1,629.00</u>	<u>\$1,791.90</u>	<u>\$1,971.09</u>	<u>\$2,168.19</u>
<u>1-5 acre*</u>	<u>\$2,046.00</u>	<u>\$2,250.60</u>	<u>\$2,475.66</u>	<u>\$2,723.23</u>
<u>>5 acre*</u>	<u>\$3,675.00</u>	<u>\$4,042.50</u>	<u>\$4,446.75</u>	<u>\$4,891.43</u>
<u>Site Development*</u>	<u>\$1,629.00</u>	<u>\$1,791.90</u>	<u>\$1,971.09</u>	<u>\$2,168.19</u>
<u>Minor Reviews* (single fire hydrant or utility connection)</u>	<u>\$250.00</u>	<u>\$275.00</u>	<u>\$302.50</u>	<u>\$332.75</u>
<u>DSD Administration Surcharge</u>	<u>4.5% on all permits and fees under Sec. 14-1351 indicated with *</u>			
<u>Engineering Inspections (Engineering Services)</u>				
<u>Public Improvement without a plat</u>	<u>\$350.00</u>			
<u>Public Improvement with a non-preliminary plat</u>	<u>\$450.00 per acre plus \$50 per lot over 24 lots</u>			

After Fiscal Year 24-25, all fees in this section shall be indexed to the August Construction Index published in the Engineering News-Record and adjusted on October 1 of each fiscal year.

SECTION 6. Section 14-1361, Zoning Ordinance fees, of the Corpus Christi Code is amended by adding the following language that is underlined (added) and deleting the language that is stricken (~~deleted~~) as delineated below:

Sec. 14-1361. Zoning ordinance fees.

This division sets the amounts of the fees required by the zoning ordinance.

<u>ZONING FEES</u>

<u>Fee Description</u>	<u>Year 1</u> <u>10/1/2021-</u> <u>9/30/2022</u>	<u>Year 2</u> <u>10/1/2022-</u> <u>9/30/2023</u>	<u>Year 3</u> <u>10/1/2023-</u> <u>9/30/2024</u>	<u>Year 4</u> <u>10/1/2024-</u> <u>9/30/2025</u>
<u>REZONING APPLICATION FEES</u>				
<u>0.00 to 0.99 acre (plus Public Notice Surcharge)</u>	<u>\$1,500.00</u>	<u>\$1,650.00</u>	<u>\$1,815.00</u>	<u>\$1,996.50</u>
<u>1.00 to 9.99 acre (plus Public Notice Surcharge)</u>	<u>\$2,250.00</u>	<u>\$2,475.00</u>	<u>\$2,722.50</u>	<u>\$2,994.75</u>
<u>10.00 to 24.99 acre (plus Public Notice Surcharge)</u>	<u>\$3,000.00</u>	<u>\$3,300.00</u>	<u>\$3,630.00</u>	<u>\$3,993.00</u>
<u>25.00 acre (plus Public Notice Surcharge)</u>	<u>\$3,750.00</u> <u>plus</u> <u>\$25.00 per</u> <u>acre over</u> <u>25 acres</u>	<u>\$4,125.00</u> <u>plus</u> <u>\$25.00 per</u> <u>acre over</u> <u>25 acres</u>	<u>\$4,537.50</u> <u>plus</u> <u>\$25.00 per</u> <u>acre over</u> <u>25 acres</u>	<u>\$4,991.25</u> <u>plus</u> <u>\$25.00 per</u> <u>acre over</u> <u>25 acres</u>
<u>Planned Unit Development application surcharge (surcharge to zoning application fee)</u>	<u>\$1,000.00</u>	<u>\$1,125.00</u>	<u>\$1,265.63</u>	<u>\$1,300.43</u>
<u>Special use permit application fee (surcharge to zoning application fee)</u>	<u>\$500.00</u>	<u>\$550.00</u>	<u>\$605.00</u>	<u>\$621.64</u>
<u>HISTORIC PRESERVATION</u>				
<u>Historic Overlay Zoning Application</u> <u>(waived if initiated by City Council or Landmark Commission)</u>	<u>Same as the Zoning Application fee</u>			
<u>Certificate of Appropriateness (Commercial properties only)</u>	<u>\$100.00</u> <u>Plus Public</u> <u>Notice</u> <u>Surcharge</u>	<u>\$110.00</u> <u>Plus Public</u> <u>Notice</u> <u>Surcharge</u>	<u>\$121.00</u> <u>Plus Public</u> <u>Notice</u> <u>Surcharge</u>	<u>\$133.10</u> <u>Plus Public</u> <u>Notice</u> <u>Surcharge</u>
<u>Certificate of Appropriateness-Post commencement work</u>	<u>\$200.00</u> <u>Plus Public</u> <u>Notice</u> <u>Surcharge</u>	<u>\$220.00</u> <u>Plus Public</u> <u>Notice</u> <u>Surcharge</u>	<u>\$242.00</u> <u>Plus Public</u> <u>Notice</u> <u>Surcharge</u>	<u>\$266.20</u> <u>Plus Public</u> <u>Notice</u> <u>Surcharge</u>
<u>Certification of Appropriateness for demolition in addition to a Demo Permit</u>	<u>\$500.00</u> <u>Plus Public</u>	<u>\$550.00</u> <u>Plus Public</u>	<u>\$605.00</u> <u>Plus Public</u>	<u>\$665.50</u> <u>Plus Public</u>

	Notice Surcharge	Notice Surcharge	Notice Surcharge	Notice Surcharge
<u>MISCALLENIOUS ZONING FEES</u>				
Landscape inspections	\$80.00	\$88.00	\$96.80	\$106.48
Zoning verification letter	\$150.00	\$165.00	\$181.50	\$199.65
Request to table zoning case	\$100.00	\$110.00	\$121.00	\$133.10
Zoning sign, each	\$15.00	\$16.50	\$18.15	\$19.97
Written Interpretation (UDC)	\$500.00	\$550.00	\$605.00	\$665.50
Certification of UDC Compliance	\$150.00	\$165.00	\$181.50	\$199.65
Non-conforming use determination	\$500.00	\$550.00	\$605.00	\$665.50
Temporary use permit	\$150.00	\$165.00	\$181.50	\$199.65
Board of Adjustment Application fee, Special use exemption, administrative appeal, or variance; including fence exception application. (plus public notice surcharge, if applicable)	\$1,120.00	\$1,232.00	\$1,355.20	\$1,490.72
Public Notice Surcharge (waived if initiated by City Council or Landmark Commission)	\$250.00			
DSD Administration Surcharge	4.5% on all permits and fees under Sec. 14-1361			

[After Fiscal Year 24-25, all fees in this section shall be indexed to the August Construction Index published in the Engineering News-Record and adjusted on October 1 of each fiscal year.](#)

ZONING ORDINANCE FEES	AMOUNT OF FEE
<i>Rezoning Application Fees</i>	
<i>0.00 ≥ 0.249 acre</i>	<i>\$1,107.50</i>
<i>0.25 ≥ 0.99 acre</i>	<i>\$1,107.50</i>

1.00 ≥ 4.99 acres	\$1,692.50
5.00 ≥ 9.99 acres	\$1,692.50
10.00 ≥ 14.99 acres	\$1,976.75
15.00 ≥ 19.99 acres	\$1,976.75
20.00 ≥ 24.99 acres	\$1,976.75
25.00 acres or more	\$1,976.75 + \$50.00 per acre over 25 acres
<i>Planned Unit Development Application Fees</i>	
0.00 ≥ 0.249 acre	\$542.00
0.25 ≥ 0.99 acre	\$591.00
1.00 ≥ 4.99 acres	\$825.00
5.00 ≥ 9.99 acres	\$1,172.00
10.00 ≥ 14.99 acres	\$1,317.00
15.00 ≥ 19.99 acres	\$1,499.00
20.00 ≥ 24.99 acres	\$1,584.00
25.00 acres or more	\$1,584.00 + \$50.00 per acre over 25 acres
Special use permit application fee	\$50.00
B&B special use permit application fee	\$100.00
Conditional sign permit application fee	\$259.00
Fence exception application	\$353.00
Board of Adjustment application fee	\$636.50
Landscape review/inspection	\$40.00 + \$20.00 per acre
Zoning verification letter	\$77.00
Request to table zoning case	\$50.00

SECTION 7. Section 10-30, Application Fees, of the Corpus Christi Code is amended by adding the following language that is underlined (added) and deleting the language that is stricken (~~deleted~~) as delineated below:

*

Sec. 10-30. - Application fees.

(a) The application fee for a dune protection permit for Kleberg County ~~are~~ is \$1,060.00 plus a Public Surcharge Notice (\$250.00), if applicable. 4.5% surcharge will be applied in addition to the application fee.

(b) After Fiscal Year 24-25, all fees in this section shall be indexed to the August Construction Index published in the Engineering News-Record and adjusted on October 1 of each fiscal year.

~~. as follows:~~

~~(1) Small-scale construction project\$200.00~~

~~(2) Large-scale construction project400.00~~

~~(3) Master planned development project800.00~~

~~(b) The application fees must be paid before an application is accepted for review.~~

SECTION 8. Section 10-38, Application Fees, of the Corpus Christi Code is amended by adding the following language that is underlined (added) and deleting the language that is stricken (~~deleted~~) as delineated below:

Sec. 10-38. - Application fees.

(a) The application fees for a beachfront construction certificate are as follows:

(1) Small-scale construction project~~\$20~~350.00 plus a Public Surcharge Notice (\$250.00), if applicable. 4.5% surcharge will be applied in addition to the application fee.

(2) Large-scale construction project, including any oil and gas exploration, production, and pipeline~~\$30~~750.00 plus a Public Surcharge Notice (\$250.00), if applicable. 4.5% surcharge will be applied in addition to the application fee.

(3) Master planned development project~~\$60~~750.00 plus a Public Surcharge Notice (\$250.00), if applicable. 4.5% surcharge will be applied in addition to the application fee.

After Fiscal Year 24-25, all fees in this section shall be indexed to the August Construction Index published in the Engineering News-Record and adjusted on October 1 of each fiscal year.

(b) The application fees must be paid before an application is accepted for review.

SECTION 9. Section 10-45, Application Fees, of the Corpus Christi Code is amended by adding the following language that is underlined (added) and deleting the language that is stricken (~~deleted~~) as delineated below:

Sec. 10-45. - Application fees.

(a) The application fees for a concurrent dune protection permit/beachfront construction certificate are ~~as follows:~~ set forth in Section 10-30 and 10-38.

~~(1) Small-scale construction project\$300.00~~

~~(2) Large-scale construction project, including any oil and gas exploration, production, and pipeline500.00~~

~~(3) Master planned development project1,000.00~~

~~(b) The application fees must be paid before an application is accepted for review.~~

SECTION 10. Section 49-13, Requests for closing or abandonment of easement, of the Corpus Christi Code is amended by adding the following language that is underlined (added) and deleting the language that is stricken (~~deleted~~) as delineated below:

Sec. 49-13. - Request for closing or abandonment of easement.

(a) All persons desiring to have the city council close or abandon an easement shall file their requests with the director of development services, in writing, directed to the city council. Such request shall contain an accurate description of the easements, or portions thereof, desired to be closed or abandoned. All grants of easement or closure of the same must be recorded in the real property records of the county in which the property is located. Prior to permitting any construction on the land, an up-to-date survey, abstracted for all easements and items of record, must be submitted to the director of development services.

~~(b) Upon filing of such request, as provided in this section, an application fee shall be made with the director of development services of the sum of five hundred thirty dollars (\$530.00) to cover the expense of processing the request.~~ The application fee for requesting the closing or abandonment of an easement is established in Section 14-1341

SECTION 11. Section 49-15, Easement Encroachment License, of the Corpus Christi Code is amended by adding the following language that is underlined (added) and deleting the language that is stricken (~~deleted~~) as delineated below:

Sec. 49-15. - Easement encroachment license.

(a) Any person that has erected, constructed or maintains an encroachment structure on a city easement may obtain an easement encroachment license therefor. An easement encroachment license may be obtained by filing a written application with the department of development services. The application shall state the name and address of the owner of the adjacent real property benefited by the encroachment and shall be accompanied by a legal description of the adjacent real property benefited by the encroachment, a one-sheet plot plan illustrating the encroaching structure and a written justification as to the need for the encroachment.

(b) Each applicant for an encroachment license shall, at the time of filing the application, pay a nonrefundable application fee ~~of five hundred thirty dollars (\$530.00)~~ as established in Section 14-1341.

SECTION 12. Section 10-45, Application Fees, of the Corpus Christi Code is amended by adding the following language that is underlined (added) and deleting the language that is stricken (~~deleted~~) as delineated below:

Sec. 53-107. - Oversized vehicles.

No vehicle exceeding the legal maximum dimensions and/or load limits as specified in the Texas Motor Vehicle Law, including houses and other structures being moved under the provisions of section 2204 of the city building code, shall operate on any city street without first obtaining the required permit from the director of engineering services or his designated representative. Such permit shall outline the required routing through the city, safety requirements, escort services, and any other provisions necessary to protect the public welfare and safety. Such permit shall be accompanied by an indemnity agreement of a form approved by the city and such insurance and bonds which may be deemed necessary. Application for such permit shall be accompanied by a processing fee ~~of eighty-eight dollars (\$88.00)~~ established in Section 14-1341 to cover administrative costs.

SECTION 13. If for any reason, any section, paragraph, subdivision, clause, phrase, word, or provision of this Ordinance is held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it may 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 of this Ordinance be given full force and effect for its purpose.

SECTION 14. This Ordinance shall become effective October 1, 2021.

That the foregoing Ordinance was read for the first time and passed to its second reading on this day, the _____ day of _____, 2021, by the following vote:

Paulette Guajardo	_____	John Martinez	_____
Roland Barrera	_____	Ben Molina	_____
Gil Hernandez	_____	Mike Pusley	_____
Michael Hunter	_____	Greg Smith	_____
Billy Lerma	_____		

That the foregoing Ordinance was read for the second time and passed finally on this day, the _____ day of _____, 2021, by the following vote:

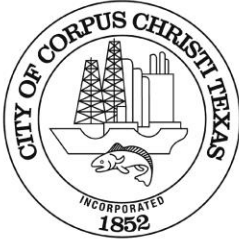
Paulette Guajardo	_____	John Martinez	_____
Roland Barrera	_____	Ben Molina	_____
Gil Hernandez	_____	Mike Pusley	_____
Michael Hunter	_____	Greg Smith	_____
Billy Lerma	_____		

PASSED AND APPROVED on this day, the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette Guajardo
Mayor



AGENDA MEMORANDUM

Action Item for the City Council Meeting of August 31, 2021

DATE: August 26, 2021
TO: Peter Zaroni, City Manager
FROM: Robert Rocha, Fire Chief
RRocha@cctexas.com
361-826-3935

Corpus Christi Code Section 18-20 to Include Itemized Ambulance Rate Schedule

CAPTION:

Ordinance amending Corpus Christi Code for Fire Department by adding an ambulance fee schedule.

SUMMARY:

This ordinance amends Corpus Christi Section 18-20 of the City Code of Ordinance to include the itemized ambulance rate schedule as prior to 2018.

BACKGROUND AND FINDINGS:

In March of 2018 the Corpus Christi Section 18-20 City Code of Ordinance itemized ambulance rates were removed from the Code of Ordinance and filed with the City Secretary's Office.

In order to make the ambulance rates more accessible, the Corpus Christi Fire Department is placing the itemized ambulance rates back into the City Code of Ordinance as was done prior to 2018. The rates included are listed below.

	<u>Service or Item</u>	<u>Fee Per Service or Item</u>
(1)	EMS 911 base rate - Transport	\$1,385.00
(2)	EMS 911 base rate – No Transport	\$150.00
(3)	Oxygen	\$45.00
(4)	Advance Life Support (ALS) Routine Disposables	\$50.00
(5)	Basic Life Support (BLS) Routine Disposables	\$25.00

(e) Supplementary charges:

- (1) Providing a mileage charge of fifteen (\$15.00) per mile from patient pick-up point to the hospital.
- (2) Providing a fee for responding to a medical alarm which is a malfunction, no one at home, no one injured, sixty dollars (\$60.00).
- (3) Providing a charge of one hundred twenty five dollars (\$125.00) for emergency medical services provided to non-residents.
- (4) Providing a charge of forty-five dollars (\$45.00) for additional personnel when needed to provide patient care during transport.
- (5) Providing a charge to the facility of two hundred-fifty dollars (\$250.00) for Fire Department response to skilled nursing facility for the pick-up of a resident that does not require transport to a hospital.

ALTERNATIVES:

An alternative to accepting the ordinance amendment would be to reject the ordinance amendment and leave the itemized ambulance rate schedule out of the City Code of Ordinance.

FISCAL IMPACT:

N/A

Funding Detail:

Fund:	N/A
Organization/Activity:	N/A
Mission Element:	N/A
Project # (CIP Only):	N/A
Account:	N/A

RECOMMENDATION:

Staff recommends approval of this ordinance amendment.

LIST OF SUPPORTING DOCUMENTS:

Ordinance

Ordinance amending Corpus Christi Code for Fire Department by adding an ambulance fee schedule.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS THAT:

Section 1. The Corpus Christi Code of Ordinances, Chapter 18, Section 20 is amended by adding the following language that is underlined (added) and deleting the language that is stricken (~~deleted~~) as delineated below:

Sec. 18-20. Ambulance rates.

- (a) *Ambulance rates schedule.* Ambulance rates for emergency medical service shall be charged pursuant to the ambulance rate schedule. The initial ambulance rate schedule will be approved by city council and must be filed with the city secretary. The ambulance rates schedule may be amended per the provisions of this chapter and such amended schedule must be filed with the city secretary.
- (b) *Adjustment of ambulance rates.*
- (1) In this section, "consumer price index" means the annual revised South Region Consumer Price Index for All Urban Consumers for Medical Care, as published by the Federal Bureau of Labor Statistics.
- (2) Any year in which the consumer price index increases by more than one per cent (1%) from the previous year, ambulances rates may be adjusted by an amount equal to the annual change in the consumer price index. Ambulance rate schedule adjustments shall not exceed five per cent (5%) in a single year and shall not be adjusted more often than annually.
- ~~(3) Ambulance rate schedule will be submitted to city council annually for review. Any adjustment of ambulance rates requires city council approval.~~
- (c) The city manager is authorized to establish charges, not to exceed the reasonable cost of providing the service, for other supplementary services such as providing standby equipment and crews at special events and attending training courses.

(d) Rates.

	<u>Service or Item</u>	<u>Fee Per Service or Item</u>
<u>(1)</u>	<u>EMS 911 base rate - Transport</u>	<u>\$1,385.00</u>
<u>(2)</u>	<u>EMS 911 base rate – No Transport</u>	<u>\$150.00</u>
<u>(3)</u>	<u>Oxygen</u>	<u>\$45.00</u>
<u>(4)</u>	<u>Advance Life Support (ALS) Routine Disposables</u>	<u>\$50.00</u>
<u>(5)</u>	<u>Basic Life Support (BLS) Routine Disposables</u>	<u>\$25.00</u>

(e) Supplementary charges:

- (1) Providing a mileage charge of fifteen (\$15.00) per mile from patient pick-up point to the hospital.
- (2) Providing a fee for responding to a medical alarm which is a malfunction, no one at home, no one injured, sixty dollars (\$60.00).
- (3) Providing a charge of one hundred twenty five dollars (\$125.00) for emergency medical services provided to non-residents.
- (4) Providing a charge of forty-five dollars (\$45.00) for additional personnel when needed to provide patient care during transport.
- (5) Providing a charge to the facility of two hundred-fifty dollars (\$250.00) for Fire Department response to skilled nursing facility for the pick-up of a resident that does not require transport to a hospital.

Section 2. 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 of this ordinance be given full force and effect for this purpose.

Section 3. Publication shall be made in the official publication of the City of Corpus Christi as required by the City Charter of the City of Corpus Christi.

Section 4. This ordinance takes effect upon publication.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo _____
Roland Barrera _____
Gil Hernandez _____
Michael Hunter _____
Billy Lerma _____

John Martinez _____
Ben Molina _____
Mike Pusley _____
Greg Smith _____

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2021, by the following vote:

Paulette M. Guajardo _____
Roland Barrera _____
Gil Hernandez _____
Michael Hunter _____
Billy Lerma _____

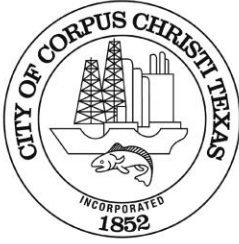
John Martinez _____
Ben Molina _____
Mike Pusley _____
Greg Smith _____

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor



AGENDA MEMORANDUM

First Reading for the City Council Meeting of August 31, 2021
Second Reading for the City Council Meeting of September 7, 2021

DATE: August 23, 2021
TO: Peter Zaroni, City Manager
FROM: Annette Rodriguez, Director of Public Health
AnnetteR@cctexas.com
(361) 826-7203

Ordinance to increase the on-site sewage disposal system inspection fee effective
October 1, 2021

CAPTION:

Ordinance amending Corpus Christi Code for Health and Sanitation adjusting on-site sewage disposal systems inspection fee; and providing an effective date.

SUMMARY:

This item is the first reading of the Ordinance to increase the on-site sewage disposal system inspection fee from \$200 to \$350. This includes inspections of any septic tank system.

BACKGROUND AND FINDINGS:

City Charter requires City Council to review and act on changes to the Code of Ordinances. The City of Corpus Christi is proposing amending the City Code of Ordinances, Chapter 23, Health and Sanitation, Sec. 23-20. On-site sewage disposal systems.

The on-site sewage disposal system fee is assessed upon applications for an OSSF (On Site Sewage Facility) or septic installation. Staff compared the current inspection fee to surrounding counties/cities and found the city's fee to be much lower. There are an average of 30 applications for an OSSF (Septic) installation received on monthly basis.

ALTERNATIVES:

Do not approve proposed increase in inspection fee.

FISCAL IMPACT:

The net financial impact of the revenue generated from the proposed change for FY 2021-2022 is approximately \$7,500 in the General Fund.

Funding Detail:

Fund: n/a

Organization/Activity: n/a

Mission Element: n/a

Project # **(CIP Only)**:

Account:

RECOMMENDATION:

Staff recommend amending the ordinance as presented.

LIST OF SUPPORTING DOCUMENTS:

Sec 23-20 On-site sewage disposal systems ordinance.

Ordinance amending Corpus Christi Code for Health and Sanitation adjusting on-site sewage disposal systems inspection fee; and providing an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

Section 1. That Corpus Christi Code of Ordinances Section 23-20 regarding on-site sewage disposal systems inspection fee is amended as follows:

Sec. 23-20. On-site sewage disposal systems inspection fee.

Every application for inspection by the health department of any on-site sewage disposal system, including any septic tank system, shall be accompanied by payment of a ~~two hundred dollar (\$200.00)~~ three hundred fifty dollars (\$350.00) fee.

(Ord. No. 20500, § 1, 10-18-1988; Ord. No. 24532, § 2, 7-24-2001)

Section 2. 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 of this ordinance be given full force and effect for this purpose. Publication shall be made in the official publication of the City of Corpus Christi as required by the City Charter of the City of Corpus Christi. This ordinance takes effect October 1, 2021.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo _____
Roland Barrera _____
Gil Hernandez _____
Michael Hunter _____
Billy Lerma _____

John Martinez _____
Ben Molina _____
Mike Pusley _____
Greg Smith _____

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2021, by the following vote:

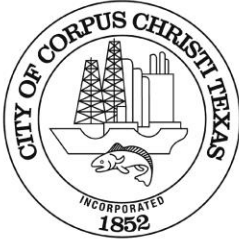
Paulette M. Guajardo _____
Roland Barrera _____
Gil Hernandez _____
Michael Hunter _____
Billy Lerma _____

John Martinez _____
Ben Molina _____
Mike Pusley _____
Greg Smith _____

PASSED AND APPROVED on this the _____ day of _____, 2021.
ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor



AGENDA MEMORANDUM

First Reading Ordinance for City Council Meeting August 31, 2021
Second Reading Ordinance for City Council Meeting September 7, 2021

DATE: August 26, 2021
TO: Peter Zaroni, City Manager
FROM: Tracey K. Cantu, Interim Director of Neighborhood Services
TraceyC@cctexas.com
(361) 826-3021

Codification of Animal Care Service's Fee Schedule

CAPTION:

Ordinance amending Corpus Christi Code by adding the Animal Care Services fee schedule; adjusting fees; and providing an effective date.

SUMMARY:

This ordinance amends Section 6-15 of the City of Corpus Christi's Code of Ordinance to include Animal Care Service's fee schedule.

BACKGROUND AND FINDINGS:

Chapter 6 of the City of Corpus Christi's Code of Ordinances regarding animal care was amended by Ordinance 032440 on May 25, 2021. This agenda item is needed to codify the Animal Care Service fees to be consistent with the new ordinance provisions.

On March 27, 2018, Animal Care Service's fee schedule was removed from the City's Code of Ordinances via Ordinance 031404 and was placed in a separate fee schedule filed with the City Secretary. In order to make the fees more accessible, City staff is requesting that Animal Care Service's fees be placed back into the City's Code of Ordinances. Adopting the fee schedule into the Code of Ordinances will provide ease-of-access and reference for residents.

Exhibit A includes the proposed fee changes from FY 2020-21 to FY 2021-22, to include *Section 6-27 that replace Licensing Fees with Microchip and Lifetime Registration Fee per dog or cat proposed at \$15.00*; a proposed increase to *Section 6-29 Fee for replacement of tag at \$12.00*; the addition of *Section 6-39 Aggressive Dog Registration Fee proposed at \$50.00*; the proposed removal of *Section 6-52 Guard Dog Fee*; the addition of *Section 6-52 Owner Surrender Fee proposed at \$50.00*; the addition of *Section*

6-52 Owner Surrender of a Bite Animal Fee proposed at \$100.00; the removal of *Section 6-104 Rental Fee for small traps* and removal of *Fee for Lost, Stolen, or Damaged trap*; and a proposed change to *Section 6-127 Quarantine Fees of Domestic Animal* to include a \$15.00 *Microchip Lifetime License Fee*.

ALTERNATIVES:

Do not approve the Fiscal Year 2021-22 fee schedule and leave as is.

FISCAL IMPACT:

In the 1020-General Fund, the fiscal impact for FY 2021-2022 is an estimated increased amount of \$7,000.00. The program fee changes are estimated to result in 9.5% increase over FY 2020-2021 estimated fee collection of \$75,000.00. The proposed fees estimated revenue for FY 2021-2022 is \$82,000.00.

Funding Detail:

Fund:	1020-General Fund
Organization/Activity:	12680
Mission Element:	83 - Care of Animals
Project # (CIP Only) :	n/a
Account:	Various

RECOMMENDATION:

The staff recommends approval of the ordinance amending Corpus Christi Code of Ordinances regarding Animal Care Service's Fee Schedule for Fiscal Year 2021-2022.

LIST OF SUPPORTING DOCUMENTS:

Ordinance
Exhibit A – Fee Schedule with proposed changes from FY 2020-2021 to FY 2021-2022

Ordinance amending Corpus Christi Code by adding the Animal Care Services Fee Schedule; adjusting fees; and providing an effective date.

Whereas, Corpus Christi Code of Ordinances §6-15 requires that any adjustment in the animal care service fee schedule requires City Council approval;

Whereas, the Code of Ordinances, Chapter 6, regarding animal care was recently amended by Ordinance 032440 on May 25, 2021, and it is necessary to adjust the animal care service fees to be consistent with the new ordinance provisions; **Now therefore, be it ordained by the City Council of the City of Corpus Christi, Texas:**

Section 1. City of Corpus Christi Code of Ordinances Section 6-15 is amended regarding the Animal Care Services Fee Schedule, to read as follows:

Sec. 6-15. - Fee schedule.

The Animal Care Services Fee Schedule is as follows:

Fee Schedule Effective October 1, 2021

<u>Reapplication upon denial of registration or permit</u>	<u>\$10.00</u>
<u>Microchip and lifetime license fee per dog or cat</u>	<u>\$15.00</u>
<u>Replacement of tag</u>	<u>\$12.00</u>
<u>Dangerous Dog Registration (set by Tex. Health & Safety Code 822.043)</u>	<u>\$50.00</u>
<u>Aggressive Dog Registration (must be microchipped, photographed and wear specific tag)</u>	<u>\$50.00</u>
<u>Commercial Permits</u>	
<u>Auctions; Circus; Grooming Shop; Kennels; Performing Animal Exhibit/Exhibition; Pet store; Horse stable</u>	<u>\$57.00</u>
<u>Impoundment</u>	
<u>Unregistered/registered animal</u>	<u>\$30.00</u>
<u>Livestock</u>	<u>\$30.00</u>
<u>Second and subsequent impoundment within 12 months</u>	<u>\$50.00</u>
<u>Boarding fees per day</u>	
<u>Daily boarding fee (Return to Owner)</u>	<u>\$10.00</u>
<u>Rabies vaccine fee (Return to Owner)</u>	<u>\$10.00</u>
<u>Microchip fee (Return to Owner)</u>	<u>\$15.00</u>
<u>Species appropriate vaccination on intake (excludes rabies) (Return to Owner)</u>	<u>\$10.00</u>

<u>Owner surrender per animal unless litter under 4 months</u>	<u>\$50.00</u>
<u>Owner surrender of bite animal</u>	<u>\$100.00</u>
<u>Adoption Fee</u>	
<u>Domestic dog or cat; for animals over 6 months old and in good health includes spay/neuter, microchip/city license, rabies vaccination</u>	<u>\$25.00</u>
<u>Rabies impoundment and quarantine</u>	
<u>Animal head shipment – owned animal</u>	<u>\$150.00</u>
<u>Quarantine Fee of domestic animal (per day)*</u>	<u>\$20.00</u>
<u>*This fee will be in addition to impound, microchip, license, and rabies vaccination fees. \$10.00 for additional days over 10.</u>	

Section 2. 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 of this ordinance be given full force and effect for this purpose. Publication shall be made in the official publication of the City of Corpus Christi as required by the City Charter of the City of Corpus Christi.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo _____
 Roland Barrera _____
 Gil Hernandez _____
 Michael Hunter _____
 Billy Lerma _____

John Martinez _____
 Ben Molina _____
 Mike Pusley _____
 Greg Smith _____

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2021, by the following vote:

Paulette M. Guajardo _____
 Roland Barrera _____
 Gil Hernandez _____
 Michael Hunter _____
 Billy Lerma _____

John Martinez _____
 Ben Molina _____
 Mike Pusley _____
 Greg Smith _____

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

 Rebecca Huerta
 City Secretary

 Paulette M. Guajardo
 Mayor

EXHIBIT A

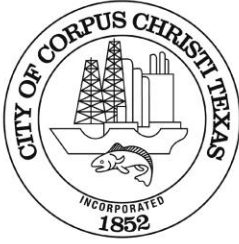
CITY OF CORPUS CHRISTI Animal Care Services Fee Schedule for Fiscal Year 2021-2022

Sec. 6-14. Reapplication upon denial of registration or permit	<i>FY 2020-2021 Fee</i>	<i>FY 2021-2022 Fee</i>
Reapplication upon denial of reg. or permit	57.00	57.00
Sec. 6-27. Fees. Licensing Fees <u>Microchip and lifetime license fee</u>	<i>Fee</i>	<i>Fee</i>
Each dog or cat 1-yr vaccine	6.00	
Each dog or cat 3-yr vaccine	12.00	
Each dog or cat lifetime registration and microchip fee		<u>15.00</u>
Sec. 6-29. Issuance and wearing of tag	<i>Fee</i>	<i>Fee</i>
Replacement of tag	6.00	12.00
Sec. 6-32. Dangerous dog registration	<i>Fee</i>	<i>Fee</i>
Dangerous dog registration * Set by *822.043 Health and Safety Code	*50.00	*50.00
<u>Sec. 6-39 Aggressive Dog Registration</u> <u>Must be microchipped, photographed, and wear a specified tag</u>		<u><i>Fee</i></u>
		<u>50.00</u>
Sec. 6-52. Fees (Permits)	<i>Fee</i>	<i>Fee</i>
Auctions	50.00	57.00
Circuses	50.00	57.00
Grooming Shops	50.00	57.00
Guard Dogs—Single dog/Multiple dogs/Single site/Multiple sites	50.00	50.00
Kennels	50.00	57.00
Performing Animal Exhibit/ Exhibition	50.00	57.00
Pet Stores	50.00	57.00
Horse Stables	50.00	57.00
Sec. 6-103. Impoundment	<i>Fee</i>	<i>Fee</i>
Unregistered animal, excluding livestock	30.00	30.00
Registered animal, excluding livestock	30.00	30.00
Livestock	30.00	30.00
Second and subsequent impoundment within 12 months: Animals, excluding livestock	50.00	50.00
Second and subsequent impoundment within 12 months: - Livestock	50.00	50.00
Sec. 6-103 (0)(2) Boarding Fees Per Diem	<i>Fee</i>	<i>Fee</i>
Daily boarding fees (Return to Owner)	10.00	10.00

Rabies vaccine fee (Return to Owner)	10.00	10.00
Microchip fee (Return to Owner)	10.00	15.00
Species appropriate vaccination on intake (excludes rabies) (Return to Owner)	10.00	10.00
<u>Owner Surrender</u> <i>*per animal unless there is a litter under 4 months old</i>		<u>50.00</u>
<u>Owner Surrender of Bite Animal</u>		<u>100.00</u>
Adoption Fee	<i>Fee</i>	<i>Fee</i>
Domestic dog or cat <i>*For animals over 6 months old and in good health – Includes spay/neuter, microchip/city license, rabies vaccination</i>	*25.00	*25.00

Sec. 6-104. Small animal traps	<i>Fee</i>	<i>Fee</i>
Rental fee for small traps	10.00	50.00
Lost, stolen, or damaged trap	75.00	75.00
Sec. 6-127. Rabies impoundment and quarantine	<i>Fee</i>	<i>Fee</i>
Animal head shipment - owned animal	150.00	150.00
Quarantine fee of domestic animal <i>*This fee will be in addition to impound, microchip, license, and rabies vaccination fees.</i>	20.00 per day 10.00 microchip 8:00 rabies 6.00 city license 10.00 for additional days over 10	20.00 per day <u>15.00 microchip</u> <u>lifetime license</u> 8:00 rabies 10.00 for additional days over 10

*Fees for animal care services shall be charged pursuant to the Animal Care Service Fee Schedule filed with the City Secretary. Animal Care Fee Schedule will be submitted to City Council annually for review. Any adjustment of the Animal Care Service Fee Schedule requires City Council approval.



AGENDA MEMORANDUM

Action Item for City Council Meeting August 31, 2021

DATE: August 23, 2021

TO: Peter Zaroni, City Manager

FROM: Dante Gonzalez, Interim Director of Parks and Recreation
DanteG@cctexas.com
(361) 826-7323

Approval of Fiscal Year 21-22 Parks & Recreation Fee Schedule

CAPTION:

Ordinance amending Corpus Christi Code by adding the Parks & Recreation Department fee schedule including Parks, Marina and Beach fee schedules; adjusting fees; and providing an effective date.

SUMMARY:

Per Ordinance, the Parks and Recreation Department Director must submit the schedule of rental and recreational use fees and charges for fiscal year 2021-22 for review and approval by the City Council annually.

BACKGROUND AND FINDINGS:

Per City Ordinance, the Parks and Recreation Department Director is required to submit the schedule of rental and recreational use fees and charges annually. The schedule of rental and recreational use fees and charges for Fiscal Year 2021-22 was proposed, in budget, to Council.

In March 2018, City Council approved removal of Parks and Recreation and Marina fees from the Code of Ordinances and required staff to submit fee schedule changes to City Council annually as stand-alone items. Staff requests that Parks and Recreation and Marina fees be adopted back into the Code of Ordinances. Adopting the fee schedule into the Code of Ordinances will provide ease-of-access and reference for residents.

The FY21-22 Parks and Recreation Fee Schedule, attachment A, includes 2 changes in rental or recreational use fees and charges from FY20-21; the addition of Adult Water Aerobics with a proposed fee of \$35.00 per person, and a change for Adult Wetlands Workshops with a proposed fee change from \$8.00 per person to \$20.00 per person. Other fees that were not changed include fees such as athletic facility rentals, swimming pool reservation agreement fees, swimming lessons, community center rentals, latchkey programs, CCISD fees, cultural services room rentals, festival fees, Pleasure craft floating slip rates, Utility recovery fee, monthly dry storage, transient craft fees, haul out work area, etc.

ALTERNATIVES:

Do not approve the FY 21-22 Fee Schedule as is.

FISCAL IMPACT:

In the 1020-General Fund, the fiscal impact for FY22 is an estimated amount of \$7M dollars annually. Thus far, the estimate of how much we have received for this fiscal year is \$4.2M. This is mainly due to the lower attendance during COVID-19 pandemic at After Hour Kid Power program. Adult water aerobics is a contracted instructor program with a 65/35 revenue split. The program fee increase will bring approximately \$7560, but \$4910 will be paid to the contracted instructor leaving a net balance of \$2650 of revenue for FY21-22. The adult wetland workshop is currently scheduled for \$8 per person. The recommended change to \$20 is for adult wetland workshop fee to offset the cost for the programs as adult workshops require more supplies and preparation time. The estimated proposed revenues for FY21-22 are \$1,512.

In the 4700-Marina, the fiscal impact for FY22 is estimated 2.2 million dollars annually. Thus far, the estimate of how much we have received for this fiscal year is 1.7M. No fee changes are being requested.

Funding Detail:

Fund: 1020-General Fund; 4710-Visitor's Facility Fund; 4700 - Marina
Organization/Activity: Various
Mission Element: 888 Revenue
Project # (CIP Only): n/a
Account: Various

RECOMMENDATION:

The staff recommends approval of the ordinance amending Corpus Christi Code regarding Parks & Recreation Department fee schedule including Parks, Marina and Beach fee schedules for FY21-22.

LIST OF SUPPORTING DOCUMENTS:

Ordinance
Exhibit A – FY 21-22 Parks and Recreation Fee Schedule
Exhibit B – FY 21-22 Parks and Recreation-Marina Fee Schedule

Ordinance amending Corpus Christi Code by adding the Parks & Recreation Department fee schedule including Parks, Marina and Beach fee schedules; adjusting fees; and providing an effective date.

Now therefore, be it ordained by the City Council of the City of Corpus Christi, Texas:

Section 1. The City of Corpus Christi Code of Ordinances Chapter 36, Section 36-3 is repealed and Section 36-7 is amended as follows to adopt the Parks and Recreation Fee Schedule effective October 1, 2021.

~~Sec. 36-3. – Rental rates.~~

~~The parks and recreation director shall prepare a schedule of rental rates for the use of facilities to include, but not be limited to, pavilions, shelters, picnic tables, swimming pools, recreation centers, athletic fields, Multicultural Center and the Cole Park Amphitheater. This schedule shall be submitted to the city council annually for review and approval.~~

Sec. 36-7. – Rental rates and Recreation fees and charges.

~~The parks and recreation director shall prepare a list of recreation fees and charges for the public use of tennis courts, swimming pools, recreation centers, athletic fields and other city-owned facilities. This schedule of fees and charges shall be submitted annually to the city council for review and approval.~~ The Parks and Recreation Department Fee Schedule is approved as follows effective October 1, 2021:

**Parks and Recreation Department
FY 22 FEE SCHEDULE**

DESCRIPTION	Current FY20-21		Proposed FY21-22		N e w
Section 1. ATHLETICS					
Athletic Leagues:					
Mini Sports Leagues (Ages 3-5)					
Mini Dribblers, Mini Soccer, Blastball	\$50.00	per child	\$50.00	per child	
Youth Sports Leagues (Ages 6-17)					
Basketball, Indoor Soccer	\$80.00	per child	\$80.00	per child	
Early Bird Registration	\$65.00	per child	\$65.00	per child	
Scholarship Fee	\$40.00	per child	\$40.00	per child	
High School Sports Leagues (Ages 14-18)					
Volleyball	\$250.00	per team	\$250.00	per team	
Basketball, Indoor Soccer	\$350.00	per team	\$350.00	per team	
Baseball	\$550.00	per team	\$550.00	per team	
Adult Sports Leagues (Ages 18+)					
Individual Sport Play	\$5.00	per person	\$5.00	per person	
Team Leagues	\$550.00	per team	\$550.00	per team	

(Slowpitch Softball, Basketball, Flag Football, Indoor Soccer)					
Volleyball	\$150.00	per team	\$150.00	per team	
Late Fees					
Late Fee Individual Registration	\$25.00	per individual	\$25.00	per individual	
Late Fee Team Registration	\$50.00	per team	\$50.00	per team	
B. Tournament Events					
Single/Double Elimination					
Youth Sports	\$125.00	per team	\$125.00	per team	
Adult Sports	\$150.00	per team	\$150.00	per team	
Round Robin (Three Game Gurantee)					
Youth Sports	\$150.00	per team	\$150.00	per team	
Adult Sports	\$200.00	per team	\$200.00	per team	
C. Athletic Facility Rentals					
Athletics Gymnasiums					
Rental fee per gym	\$45.00	per hour	\$45.00	per hour	
Security Deposit per gym	\$50.00	per gym/ per day	\$50.00	per gym/ per day	
Athletics Outdoor Sports' Fields					
Rental fee per field	\$45.00	per hour	\$45.00	per hour	
Tournament Rental fee per field	\$250.00	Full Day (12hrs)	\$250.00	Full Day (12hrs)	
Lights	\$20.00	per hour	\$20.00	per hour	
Security Deposit per field	\$50.00	per field, per day	\$50.00	per field, per day	
D. Youth Sports Camps (Instructor/City portions)					
Youth Sports Camps	\$70.00	per child	\$70.00	per child	
Youth Sport & Splash Camp	\$100.00	per child	\$100.00	per child	
Late Registration Fee	\$25.00	per child	\$25.00	per child	
Section 2. AQUATICS					
Rentals					
Deposit (refundable cleanup deposit)	\$300.00		\$300.00		
Additional Hour	\$75.00		\$75.00		
Splash Parties - 2 hours					
DESCRIPTION	Current FY20-21		Proposed FY21-22		N e w
1 - 50 (number of persons)	\$350.00		\$350.00		
additional 1 - 50 people	\$60.00		\$60.00		
during General Swim (up to 25 people)	\$175.00		\$175.00		
Swimming Pool Reservation Agreement Fees (swim teams/instruction)					
Lane rental					
25 yard/meters per lane per hour	\$7.00		\$7.00		
50 meters per lane per pool	\$15.00		\$15.00		
Special Usage Fee					
Entire Pool Per Hour	\$100.00		\$100.00		
Training Room	\$50.00		\$50.00		
Facility set up	\$100.00	per event	\$100.00	per event	
Lifeguards	\$25.00	per staff	\$25.00	per staff	

Timing System					
One day	\$450.00	per rental	\$450.00	per rental	
Two Days	\$650.00	per rental	\$650.00	per rental	
Three Days	\$850.00	per rental	\$850.00	per rental	
Instruction					
Group Swim Lessons	\$50.00	per session per child	\$50.00	per session per child	
Private Swim Lessons	\$100.00	per session per child	\$100.00	per session per child	
Scholarship fee	\$50.00	per session per child	\$50.00	per session per child	
CPR/First Aid/AED Certification Class	\$65.00	per person	\$65.00	per person	
Lifeguard or Instructor Certification Class	\$200.00	per person	\$200.00	per person	
Re-Certification Courses	\$50.00	per person	\$50.00	per person	
Adult Water Aerobics	\$-	per person	\$35.00	per person	N
Section 3. Community Centers					
Rentals					
Deposit for all Facilities	\$150.00	Per Rental - Refundable	\$150.00	Per Rental - Refundable	
Additional Hour Rate for all Facilities	\$75.00	Per Hour	\$75.00	Per Hour	
Non-Profit Organizaitons	\$75.00	Per Hour	\$75.00	Per Hour	
Emergency Services	\$150.00	2 hours	\$150.00	2 hours	
Small Rental	\$325.00	4 hour	\$325.00	4 hour	
Garden Senior Center Meeting Room					
Lindale Senior Center Meeting Room					
Oak Park Recreation Center					
Medium Rental	\$375.00	4 hour	\$375.00	4 hour	
Broadmoor Social Hall					
Ethel Eyerly Medium Social Hall					
Garden Social Hall					
Joe Garza Recreation Social Hall					
Lindale Recreation Center					
Northwest Social Hall					
Large Rental	\$425.00	4 hour	\$425.00	4 hour	
Ethel Eyerly Large Social Hall					
Greenwood SC Social Hall					
Lindale Senior Center Social Hall					
Oso Recreation Center					
Oveal Williams SC Social Hall					
Leagues					
Micro Soccer	\$65.00	per child	\$65.00	per child	
Micro Soccer with Late fee	\$85.00	per child	\$85.00	per child	
Special Events					
Spring Break Camps	\$30.00	per child	\$30.00	per child	
D. Class Instruction:					
DESCRIPTION	Current FY20-21		Proposed FY21-22		N e w
Specialist/City - 65/35% split					
SPARK Program					
Summer Recreation Program	\$25.00	per child/week	\$25.00	per child/week	
Scholarship	\$10.00	per child/week	\$10.00	per child/week	
Late pick up (per 15 minutes)	\$5.00	per family	\$5.00	per family	
Daily drop-in (when available)	\$10.00	per child	\$10.00	per child	

Section 4. LATCHKEY (AFTER HOUR KID POWER)					
Flour Bluff ISD & Calallan ISD					
School Year (from end of school day to 6:00 p.m.)					
Monthly fee, 1st child	\$99.00	monthly per child	\$99.00	monthly per child	
Monthly fee, each additional child	\$84.00	monthly per child	\$84.00	monthly per child	
Prorated months - 1st child	\$87.00	monthly per child	\$87.00	monthly per child	
Prorated months - additional child	\$77.00	monthly per child	\$77.00	monthly per child	
Registration involving 10 school days or less	\$50.00	per child	\$50.00	per child	
Scholarship fee	\$60.00	monthly per child	\$60.00	monthly per child	
Daily drop in fee	\$15.00	per child	\$15.00	per child	
Late child pick-up	\$10.00	per 15 minutes per family	\$10.00	per 15 minutes per family	
Late payment fee	\$20.00	per family after the 1st	\$20.00	per family after the 1st	
	\$5.00	per day after the 2nd	\$5.00	per day after the 2nd	
Summer Latchkey (After Hour Kid Power) Program					
Weekly fee	\$89.00	weekly per child	\$89.00	weekly per child	
Scholarship	\$60.00	weekly per child	\$60.00	weekly per child	
Late payment fee (after 1st business day of week)	\$20.00	per family	\$20.00	per family	
Daily drop in fee	\$20.00	daily per child	\$20.00	daily per child	
Vacation Station	\$20.00	daily per child	\$20.00	daily per child	
Vacation Station Scholarship	\$15.00	daily per child	\$15.00	daily per child	
Corpus Christi ISD					
School Year (from end of school day to 6:00 p.m.)					
Monthly fee, 1st child	\$109.00	monthly per child	\$109.00	monthly per child	
Monthly fee, each additional child	\$94.00	monthly per child	\$94.00	monthly per child	
Prorated months - 1st child	\$97.00	monthly per child	\$97.00	monthly per child	
Prorated months - additional child	\$87.00	monthly per child	\$87.00	monthly per child	
Registration involving 10 school days or less	\$60.00	per child	\$60.00	per child	
Scholarship fee	\$70.00	monthly per child	\$70.00	monthly per child	
Daily drop in fee	\$25.00	per child	\$25.00	per child	
Late child pick-up	\$10.00	per 15 minutes per family	\$10.00	per 15 minutes per family	
Late payment fee	\$20.00	per family	\$20.00	per family	
	\$5.00	per day after the 2nd	\$5.00	per day after the 2nd	
Summer Latchkey (After Hour Kid Power) Program					
Weekly fee	\$99.00	weekly per child	\$99.00	weekly per child	
Scholarship	\$70.00	weekly per child	\$70.00	weekly per child	
Late payment fee (after 1st business day of week)	\$20.00	per family	\$20.00	per family	
Daily drop in fee	\$30.00	daily per child	\$30.00	daily per child	
Vacation Station	\$30.00	daily per child	\$30.00	daily per child	
Vacation Station Scholarship	\$25.00	daily per child	\$25.00	daily per child	
Section 5. OSO BAY WETLANDS PRESERVE					
Youth Programs					
Youth Camps (5 Day Summer, 4 Day Winter)	\$99.00	per person	\$99.00	per person	
School Field Trips (1 - 25 people)	\$75.00	per group of 25	\$75.00	per group of 25	
Homeschool Days	\$5.00	per person	\$5.00	per person	
Growing up Wild	\$7.00	per person	\$7.00	per person	
Scout Programs	\$10.00	per person	\$10.00	per person	
Birthday Parties	\$190.00	per group	\$190.00	per group	
Youth Wetlands Workshops	\$8.00	per person	\$8.00	per person	
Adult Programs					
Yoga classes	\$10.00	per person/per class	\$10.00	per person/per class	
DESCRIPTION	Current FY20-21		Proposed FY21-22		N e w
5k Race (Early Bird)	\$20.00	per person	\$20.00	per person	
5k Race (Regular Registration)	\$25.00	per person	\$25.00	per person	

1-mile Race	\$12.00	per person	\$12.00	per person	
Adult Wetlands Workshops	\$8.00	per person	\$20.00	per person	N
Section 6. PARK AND FACILITY RENTALS					
Amphitheater, Pavilions, and Watergarden					
Amphitheater - For profit rate	\$425.00	4 hours	\$425.00	4 hours	
Amphitheater - Non-profit rate	\$270.00	4 hours	\$270.00	4 hours	
Watergarden	\$220.00	4 hours	\$220.00	4 hours	
Parker Pavilion	\$105.00	per rental	\$105.00	per rental	
Salinas Pavilion Rental	\$120.00	per 4 hours	\$120.00	per 4 hours	
West Guth Pavilion	\$160.00	per rental	\$160.00	per rental	
Additional hours (Amphitheater, Watergarden)	\$55.00	per hour	\$55.00	per hour	
Bayfront Park (\$1,000 deposit)	\$2,500.00	4 hours	\$2,500.00	4 hours	
Each additional hour	\$250.00	per hour	\$250.00	per hour	
Cultural Services Room Rentals					
Galvan House - First Floor	\$425.00	4 hours	\$425.00	4 hours	
Additional Hours for Rental	\$105.00	per hour	\$105.00	per hour	
Full package:					
(First floor, Courtyard, Rose Garden Plaza & Kitchen)	\$1,500.00	/8 hrs	\$1,500.00	/8 hrs	
Partial package:					
(Courtyard, Rose Garden & Kitchen)	\$975.00	/5 hrs	\$975.00	/5 hrs	
Partial package:					
(Courtyard, First Floor & Kitchen)	\$1,100.00	/5 hrs	\$1,100.00	/5 hrs	
Partial package:					
(First Floor, Rose Garden & Kitchen)	\$850.00	/5 hrs	\$850.00	/5 hrs	
Non-refundable reservation deposit	\$200.00	per event	\$200.00	per event	
Run/walk - Heritage Park (Plaza Only)	\$265.00	/4 hrs	\$265.00	/4 hrs	
Each additional hour	\$50.00	per hour	\$50.00	per hour	
The Water's Edge					
McCaughan Park	\$200.00	5 hours	\$200.00	5 hours	
Additional hour	\$40.00	per hour	\$40.00	per hour	
McCaughan Park - Parking Lot	\$95.00	5 hours	\$95.00	5 hours	
Additional hour	\$20.00	per hour	\$20.00	per hour	
The Great Lawn	\$650.00	5 hours	\$650.00	5 hours	
Additional hour	\$130.00	per hour	\$130.00	per hour	
The Great Lawn Parking Lot	\$250.00	5 hours	\$250.00	5 hours	
Additional hour	\$50.00	per hour	\$50.00	per hour	
Sherrill Park	\$200.00	5 hours	\$200.00	5 hours	
Additional hour	\$40.00	per hour	\$40.00	per hour	
Old Shoreline Road Bed	\$650.00	5 hours	\$650.00	5 hours	
Additional hour	\$130.00	per hour	\$130.00	per hour	
McGee Beach	\$250.00	5 hours	\$250.00	5 hours	
Additional hour	\$50.00	per hour	\$50.00	per hour	
Entire Park	\$2,000.00	5 hours	\$2,000.00	5 hours	
Additional hour	\$400.00	per hour	\$400.00	per hour	
Old City Hall Park	\$200.00	5 hours	\$200.00	5 hours	
Additional hour	\$40.00	per hour	\$40.00	per hour	
**Non-profit rate billed at 20 % discount					
Festival Fees					
Heritage Park	\$3,000.00	per day	\$3,000.00	per day	
Heritage Park [non-profit festivals]	\$1,500.00	per day	\$1,500.00	per day	
E. Cooking Demonstrations	\$10.00	per person	\$10.00	per person	
Caterers					

Food or Alcohol Caterer	\$100.00	yearly	\$100.00	yearly	
Food and Alcohol Caterer (Combined)	\$150.00	yearly	\$150.00	yearly	
DESCRIPTION	Current FY20-21		Proposed FY21-22		N e w
Section 7. SPECIAL SERVICES					
Permits and Miscellaneous					
Special Event Application Fee (non-refundable)	\$50.00	per permit	\$50.00	per permit	
Small Special Event Permit (0-500 attendees)	\$100.00	per permit	\$100.00	per permit	
Small Special Event clean-up deposit	\$1,000.00	per event	\$1,000.00	per event	
Medium Special Event Permit (500-1000 attendees)	\$ 200.00	per permit	\$200.00	per permit	
Medium Special Event clean-up deposit	\$2,000.00	per event	\$2,000.00	per event	
Large Special Event Permit (greater than 1,000 attendees)	\$400.00	per permit	\$400.00	per permit	
Large Special Event clean-up deposit	\$4,000.00	per event	\$4,000.00	per event	
Beach / Park wedding	\$100.00	per event	\$100.00	per event	
Vendor Permits					
Skatepark	\$350.00	per month	\$350.00	per month	
Gulf Beach Vendor (Fixed)	\$225.00	per month	\$225.00	per month	
CC Beach and McGee Beach (Fixed)	\$150.00	per month	\$150.00	per month	
CC Beach and McGee Beach (Mobile)	\$50.00	per month	\$50.00	per month	
Inflatable games vendor	\$220.00	Permit	\$220.00	Permit	
Water's Edge Food & Beverage	\$100.00	monthly	\$100.00	monthly	
Booking per pedestol (Monday - Thursday)	\$15.00	per booking	\$15.00	per booking	
		10:30am - 3:30pm; or		10:30am - 3:30pm; or	
		4:00pm - 9:00pm		4:00pm - 9:00pm	
Booking per pedestol (Friday - Sunday)	\$40.00	per booking 11:00am - 9:00pm	\$40.00	per booking 11:00am - 9:00pm	
Water's Edge Rentals	\$200.00	monthly Mar-Oct	\$200.00	monthly Mar-Oct	
	\$75.00	monthly Nov-Feb	\$75.00	monthly Nov-Feb	
Labonte Park					
3-day camping permit for designated holidays:	\$28.00	3-day permit	\$28.00	3-day permit	
Easter, Memorial Day, 4th of July, Labor Day	\$55.00	3-day permit (RV)	\$55.00	3-day permit (RV)	
Only 2 consecutive permits or 6 days / month					
Daily vehicle entry fee	\$3.00	per vehicle / day	\$3.00	per vehicle / day	
Entry to community parks for Holiday weekends or special events	\$6.00	per vehicle / weekend	\$6.00	per vehicle / weekend	
Section 8. TENNIS					
Annual and Semi-Annual Fees					
Adult Annual	\$160.00	per/year	\$160.00	per/year	
Adult Semi-Annual	\$110.00	per/6months	\$110.00	per/6months	
Youth Annual	\$75.00	per/year	\$75.00	per/year	
Youth Semi-Annual	\$60.00	per/6months	\$60.00	per/6months	
Family Annual	\$300.00	per/year	\$300.00	per/year	
Family Semi-Annual	\$160.00	per/6months	\$160.00	per/6months	
Non-Resident (3 Month Pass)	\$60.00	per/3months	\$60.00	per/3months	
	\$100.00	per event	\$100.00	per event	
Court Fees					
Outdoor					
Open Play (per/player)	\$3.00	per/1.5hrs	\$3.00	per/1.5hrs	
Private Lesson (court fee)	\$1.50	per/hrs	\$1.50	per/hrs	
Semi-Private/ Group Lesson (court fee)	\$1.50	per/hrs	\$1.50	per/hrs	
Covered Pavilions (HEB)					
Adult Open Play (per/player)	\$7.00	per/1.5hrs	\$7.00	per/1.5hrs	

Private Lesson	\$4.50	per/hrs	\$4.50	per/hrs	
Semi-Private/ Group Lesson (court fee)	\$2.25	per/hrs	\$2.25	per/hrs	
Lesson Fees					
Director of Tennis					
Private Tennis Lessons	\$60.00	(per/hr)	\$60.00	(per/hr)	
Private Tennis Lessons	\$45.00	(per/45min)	\$45.00	(per/45min)	
Private Tennis Lessons	\$30.00	(per/30min)	\$30.00	(per/30min)	
Semi-Private Lesson (per/player) (2 player)	\$30.00	(per/hr)	\$30.00	(per/hr)	
Group Lesson (per/player) (3 player)	\$20.00	(per/hr)	\$20.00	(per/hr)	
DESCRIPTION	Current FY20-21		Proposed FY21-22		N e w
Group Lesson (per/player) (4+ player)	\$15.00	(per/hr)	\$15.00	(per/hr)	
Head Pro					
Private Tennis Lessons	\$50.00	(per/hr)	\$50.00	(per/hr)	
Private Tennis Lessons	\$25.00	(per/30min)	\$25.00	(per/30min)	
Semi-Private Lesson (per/player) (2 player)	\$25.00	(per/hr)	\$25.00	(per/hr)	
Group Lesson (per/player) (3 player)	\$18.00	(per/hr)	\$18.00	(per/hr)	
Group Lesson (per/player) (4 player)	\$16.00	(per/hr)	\$16.00	(per/hr)	
Group Lesson (per/player) (5+ player)	\$12.00	(per/hr)	\$12.00	(per/hr)	
Assistant Pro					
Private Tennis Lessons	\$45.00	(per/hr)	\$45.00	(per/hr)	
Private Tennis Lessons	\$22.50	(per/30min)	\$22.50	(per/30min)	
Semi-Private Lesson (per/player) (2 player)	\$22.50	(per/hr)	\$22.50	(per/hr)	
Group Lesson (per/player) (3 player)	\$15.00	(per/hr)	\$15.00	(per/hr)	
Group Lesson (per/player) (4 player)	\$12.00	(per/hr)	\$12.00	(per/hr)	
Group Lesson (per/player) (5+ player)	\$10.00	(per/hr)	\$10.00	(per/hr)	
League Fees					
USTA Sanctioned Leagues					
Adult 18 & Over Leagues (2 singles & 3 doubles)	\$57.00	per/league match	\$57.00	per/league match	
Adult 40 & Over Leagues (2 singles & 3 doubles)	\$57.00	per/league match	\$57.00	per/league match	
Adult 55 & Over Leagues (3 doubles)	\$43.00	per/league match	\$43.00	per/league match	
Mixed 18 & Over Leagues (3 doubles)	\$43.00	per/league match	\$43.00	per/league match	
Mixed 40 & Over Leagues (3 doubles)	\$43.00	per/league match	\$43.00	per/league match	
In-House Leagues					
Adults 40 & Over (without permit)	\$65.00	per/league match	\$65.00	per/league match	
Adults 40 & Over (with permit)	\$35.00	per/league match	\$35.00	per/league match	
Facility Rental Fees					
HEB Tennis Center					
22max courts (Full day more than 6hrs)	\$600.00	per/rental	\$600.00	per/rental	
22max courts (Half day less than 6hrs)	\$300.00	per/rental	\$300.00	per/rental	
11max courts (Full day more than 6hrs)	\$300.00	per/rental	\$300.00	per/rental	
11max courts (Half day less than 6hrs)	\$150.00	per/rental	\$150.00	per/rental	
Al Kruse Tennis Center					
10max courts (Full day more than 6hrs)	\$300.00	per/rental	\$300.00	per/rental	
10max courts (Half day less than 6hrs)	\$150.00	per/rental	\$150.00	per/rental	
Programs, Camps, Workouts					
HEB Tennis Center					
High Performance Program - 8 Lessons - juniors	\$132.00	per/session	\$132.00	per/session	
High Performance Program - 12 Lessons - juniors	\$198.00	per/session	\$198.00	per/session	
Drop in Fee - High Performance Program - juniors	\$18.50	each	\$18.50	each	

Prep High Performance Program - juniors	\$84.00	per/session	\$84.00	per/session	
Drop in Fee - Prep High Performance Program - juniors	\$11.50	each	\$11.50	each	
10 and under Junior Program	\$54.00	per month	\$54.00	per month	
Drop in Fee - 10 and under Junior Program	\$8.00	each	\$8.00	each	
Mini Munchkins Program - juniors 5-6	\$5.00	each	\$5.00	each	
Adult beginner Program - 18+	\$11.00	each	\$11.00	each	
Cardio Tennis - all ages	\$13.00	each	\$13.00	each	
Team Workout - adult	\$13.00	each	\$13.00	each	
Hot shots program - 12 and under	\$60.00	per/session	\$60.00	per/session	
URT playday - juniors	\$15.00	each	\$15.00	each	
Spring Break Camp - juniors	\$75.00	per/session	\$75.00	per/session	
Drop in Fee - Spring Break Camp - juniors	\$19.00	each	\$19.00	each	
Back to School Morning Camp 8-18	\$100.00	per/session	\$100.00	per/session	
Drop in Fee - Back to School Morning Camp 8-18	\$30.00	each	\$30.00	each	
Al Kruse Tennis Center					
Adult Social Night - 18+	\$13.00	each	\$13.00	each	
Junior Social - 18 and under	\$13.00	each	\$13.00	each	
DESCRIPTION	Current FY20-21		Proposed FY21-22		N e w
Men's In House League - without permit - 40+	\$65.00	per/session	\$65.00	per/session	
Men's In House League - with permit - 40+	\$35.00	per/session	\$35.00	per/session	
Women' In House League - without permit - 40+	\$65.00	per/session	\$65.00	per/session	
Women' In House League - with permit - 40+	\$35.00	per/session	\$35.00	per/session	
Summer Camp Peewee's 4-6 Years Old	\$25.00	per/week	\$25.00	per/week	
Summer Camp Chipmunk 7-10 Years Old	\$25.00	per/week	\$25.00	per/week	
Summer Camp Academy Prep 10 and up	\$50.00	per/week	\$50.00	per/week	
Summer Camp Advance Academy 10 and up	\$50.00	per/week	\$50.00	per/week	

Section 9. PILOT PROGRAMS

The Parks and Recreation Department is authorized to implement pilot programs based on community requests and trends. Cost recovery will not exceed 40% for youth programs (excluding After Hour Kid Power-Latchkey).

Section 10. SCHOLARSHIP FEES

Scholarships as shown are provided to youth based on financial need for program activities. Eligibility criteria is the same as used by school districts for the free/reduced-cost lunch program.

Section 11. REFUND POLICY

Refunds for all Parks and Recreation fees will be processed for a period up to thirty (30) days from the date of payment.

Section 2. The City of Corpus Christi Code of Ordinances Chapter 12 is amended as follows to adopt Section 12-83 regarding the Marina fee schedule effective October 1, 2021.

12-83. Marina fee schedule.

The Marina fee schedule is approved as follows effective October 1, 2021:

**Parks and Recreation Department - Marina
FY 22 FEE SCHEDULE**

DESCRIPTION	Current FY20-21		Proposed FY21-22		N e w
Section 1. MONTHLY SLIP RENTALS					
Pleasure Craft Floating Slip Rates					
27 ft slip	\$150.00		\$150.00		
30ft slip	\$238.00		\$238.00		
32ft slip	\$252.00		\$252.00		
34ft slip	\$266.00		\$266.00		
36ft slip	\$280.00		\$280.00		
40ft slip	\$308.00		\$308.00		
45ft slip	\$343.00		\$343.00		
46ft slip	\$350.00		\$350.00		
50ft slip	\$378.00		\$378.00		
55ft slip	\$413.00		\$413.00		
60ft slip	\$448.00		\$448.00		
70ft slip	\$518.00		\$518.00		
75ft slip	\$553.00		\$553.00		
80ft slip	\$518.00		\$518.00		
105ft slip	\$735.00		\$735.00		
Utility Recovery Fee					
<=20 ft	\$18.00		\$18.00		
20.1 - 30ft	\$26.00		\$26.00		
30.1 - 40ft	\$37.00		\$37.00		
40.1 - 55ft	\$51.00		\$51.00		
55.1 - 70ft	\$69.00		\$69.00		
70.1 - 99ft	\$90.00		\$90.00		
=>100ft	\$125.00		\$125.00		
Pleasure Craft Fixed Dock Slip Rates					
30ft slip	\$210.00		\$210.00		
34ft slip	\$238.00		\$238.00		
40ft slip	\$280.00		\$280.00		
48ft slip	\$336.00		\$336.00		
55ft slip	\$385.00		\$385.00		
60ft slip	\$420.00		\$420.00		
65ft slip	\$455.00		\$455.00		
LST 40ft slip	\$260.00		\$260.00		
LST 55ft slip	\$357.50		\$357.50		
LST 60ft slip	\$390.00		\$390.00		
Commercial Rates					
45ft slip	\$410.00		\$410.00		
50ft slip	\$455.00		\$455.00		
55ft slip	\$500.00		\$500.00		
60ft slip	\$545.00		\$545.00		
65ft slip	\$590.00		\$590.00		
Utility Recovery Fee					
<=40ft	\$53.75		\$53.75		
40.1 - 60ft	\$85.00		\$85.00		
60.1 - 75ft	\$90.00		\$90.00		
75.1 - 99ft	\$126.00		\$126.00		
=>100ft	\$131.00		\$131.00		
Section 2. MONTHLY GEAR BOX RENTAL					

Rental					
Small		\$6.25		\$6.25	
Large		\$7.75		\$7.75	
Section 3. LIVE ABOARD FEE					
Fee					
Up to two occupants		\$100.00	per month	\$100.00	per month
Per additional occupant		\$34.00	per month	\$34.00	per month
Section 4. MONTHLY DRY STORAGE					
(Minimum 6 month lease - maximum 14 feet)					
Storage Fees					
Dry Stack Lower Level Berth		\$25.00		\$25.00	
Dry Stack Top Berth		\$20.00		\$20.00	
Dry Hard Stand Storage-up to 30ft		\$120.00		\$120.00	
Bicycle Rack/Dinghy (Yearly Fee)		\$15.00		\$15.00	
DESCRIPTION		Current FY20-21		Proposed FY21-22	
Section 5. RATES FOR TRANSIENT CRAFT					
(Advance payment required) Must Depart by 3:00 PM					
Rates					
Commercial Craft		\$37.50	a night up to 30ft; \$1.25 addtl LF	\$37.50	a night up to 30ft; \$1.25 addtl LF
Pleasure Craft	Overnight	\$34.50	a night up to 30ft; \$1.15 addtl LF	\$34.50	a night up to 30ft; \$1.15 addtl LF
(120 Days or Less)	Weekly	\$174.00	a week up to 30ft; \$5.80 addtl LF	\$174.00	a week up to 30ft; \$5.80 addtl LF
	Monthly	\$375.00	a month up to 30ft; \$12.50 addtl LF	\$375.00	a month up to 30ft; \$12.50 addtl LF
Trailer/Dry Boat Storage	Overnight	\$9.55		\$9.55	
	Weekly	\$54.00		\$54.00	
	Monthly	\$162.00		\$162.00	
Section 6. UTILITY RECOVERY FEE					
(Includes water, electricity, and garbage)					
The minimum utility recovery fee will be charged to a visiting vessel occupying a designated slip					
Fees					
Overnight:		\$5.00	30 Amp	\$5.00	30 Amp
Overnight:		\$10.00	D30/50 Amp	\$10.00	D30/50 Amp
Overnight:		\$18.00	D50/100 Amp	\$18.00	D50/100 Amp
Per Week:		\$30.00	30 Amp	\$30.00	30 Amp
Per Week:		\$32.50	D30/50 Amp	\$32.50	D30/50 Amp
Per Week:		\$37.50	D50/100 Amp	\$37.50	D50/100 Amp
Per Month:		\$100.00	30 Amp	\$100.00	30 Amp
Per Month:		\$120.00	D30/50 Amp	\$120.00	D30/50 Amp
Per Month:		\$140.00	D50/100 Amp	\$140.00	D50/100 Amp
Usage Over Minimum:		\$0.14	per KWH	\$0.14	per KWH
Section 7. OTHER FEES					
Other Fees					
Unauthorized Craft		\$70.00	per night	\$70.00	per night
Impound		\$135.00	per permit	\$135.00	per permit
Marina Area Rental		\$0.01	per SF/Day	\$0.01	per SF/Day
Slip Waiting List (Non-Refundable)		\$25.00		\$25.00	
Piling Protector (labor to install)		\$120.00		\$120.00	
Boat Lines 5/8 inch		\$1.75	per foot	\$1.75	per foot
Boat Lines 1/2 inch		\$1.50	per foot	\$1.50	per foot
Cleat Installation		\$28.00	cleat	\$28.00	cleat
Cleat Installation		\$60.00	bolts (2)	\$60.00	bolts (2)

Cleat Installation	\$60.00	labor	\$60.00	labor	
Section 8. SERVICES					
(Minimum One Hour)					
Emergency Services					
Material Cost Plus 20% Surcharge					
Pump Out Equipment with Equipment Operator	\$120.00	per hour	\$120.00	per hour	
Marina Vessel (Two person team;emergency)	\$265.00	per hour	\$265.00	per hour	
Other Services					
Materials Cost Plus 20% Surcharge					
Labor Fee, On Land	\$60.00	per hour	\$60.00	per hour	
Marina Vessel (tenants only inside breakwater)	\$150.00	per hour	\$150.00	per hour	
Section 9. CONTRACTORS ADMINISTRATIVE FEE					
(Insurance/Permit Required)					
Fees					
Annual Fee (10/01-09/30)	\$230.00		\$230.00		
Contractor Fee	\$85.00	per job	\$85.00	per job	
Pro Rata of Annual Fee (04/01-09/30)	\$115.00		\$115.00		
Master Key Deposit (Refundable)	\$150.00		\$150.00		
Section 10. BOAT HAUL OUT FACILITY					
(Note: Travel Life Limited to 14.5 beam - Max 25 Ton Capacity)					
Requires Haul Out Authorization Form on file with up-to-date registration					
Fees					
Haul Out/Splash (One Hour, LOA up to 35ft)	\$175.00		\$175.00		
Haul Out/Splash (One Hour, LOA up to 35.1ft and over)	\$200.00		\$200.00		
Each Additional Hour(s)	\$60.00	per hour	\$60.00	per hour	
(Addtl hour accounts for addlt blocks due to keel size)					
Haul and Hold Survey (min 2 Hours, LOA up to 35 ft)	\$235.00		\$235.00		
DESCRIPTION	Current FY20-21		Proposed FY21-22		N e w
Haul and Hold Survey (min 2 Hours, LOA up to 35.1 ft and over)	\$260.00		\$260.00		
Section 11. HAUL OUT WORK AREA FEES					
Requires Haul Out Authorization Form on file with up-to-date registration					
Fees					
Tenant Vessel - (01-10 days)	\$5.80	per day	\$5.80	per day	
Tenant Vessel - (11-30 days)	\$17.35	per day	\$17.35	per day	
Note: Rate increases per day upon each thirty (30) day increment.	\$10.00	per day	\$10.00	per day	
Non-Tenant Vessel - (0-30 days)	\$17.35	per day	\$17.35	per day	
Note: Rate increases per day upon each thirty (30) day increment.	\$10.00	per day	\$10.00	per day	
Section 12. MONTHLY AREA FEES					
(Limited to service period for boats)					
Fees					
Mast Storage (0-30 days)	\$12.00	per day	\$12.00	per day	
Note: Rate increases per day upon each thirty (30) day increment.	\$10.00	per day	\$10.00	per day	
Section 13. REGATTA/SPECIAL EVENT RATES					

(Requires Special Event Permit with advanced notice in writing from sponsoring yacht club)					
(City/Marina must be advertised as event sponsor as per Special Event Permit, regardless of LOA)					
In-Water					
3-15 Vessels	\$20.00	per night/per vessel	\$20.00	per night/per vessel	
Plus Trailer Storage Fees & Applicable Utility Recovery					
Fees/Overages					
16+ Vessels (Five Day Event Term)	\$18.75	per night/per vessel	\$18.75	per night/per vessel	
Plus trailer storage fees.					
Inclusive of applicable utility recovery fee.					
Plus charges for electrical use exceeding the included utility recovery fee.					
On-Land					
Per Tagged Vessel/Trailer	\$7.50	Trailer and/or Vessel/Event	\$7.50	Trailer and/or Vessel/Event	
Established by Marina Storage Area	\$0.01	per SF/Day	\$0.01	per SF/Day	
Section 14. USER PERMIT FEE					
(Insurance/Permit Required)					
Fees					
Shrimper Permit	\$200.00	annual fee	\$200.00	annual fee	
Warehouse Rental (675 sq ft)	\$350.00	month	\$350.00	month	

Section 3. The City of Corpus Christi Code of Ordinances Chapter 10, Section 10-86 (a) (1) is amended as follows to incorporate the Gulf beach parking permit fee into Section 10-86 effective October 1, 2021.

Sec. 10-86. - Beach user fees.

(a) In order to establish and maintain beach-related services and facilities for the preservation and enhancement of access to and from and safe and healthy use of public beaches by the public, the following beach user fees are established:

(1) The annual Beach parking permit fee is \$12. . The fees must recover, to the extent possible, the city's costs of providing beach-related services, as defined in section 10-87(b). Any change in beach user fees shall not go into effect until submitted to the Texas General Land Office and Texas Attorney General, and approved by the general land office under § 15.8(e) of Title 31 of the Texas Administrative Code.

Section 4. 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 of this ordinance be given full force and effect for this purpose. Publication shall be made in the official publication of the City of Corpus Christi as required by the City Charter of the City of Corpus Christi.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2021, by the following vote:

Paulette M. Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

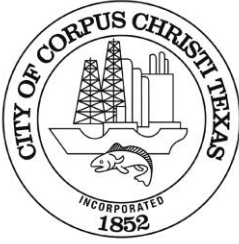
Billy Lerma _____

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor



AGENDA MEMORANDUM

First Reading for the City Council Meeting of August 31, 2021
Second Reading for the City Council Meeting of September 7, 2021

DATE: August 23, 2021
TO: Peter Zanoni, City Manager
FROM: David S. Lehfeldt, Director of Solid Waste Operations
DavidL3@cctexas.com
(361) 826-1966

Ordinance – Solid Waste Rate Increases FY 2021-2022
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CAPTION:

Ordinance amending Corpus Christi Code, Chapter 21, for Solid Waste Department by adjusting fees and providing an effective date.

SUMMARY:

This ordinance increases the monthly solid waste collection charges for commercial accounts and ancillary collection services by 10%, Cefe Valenzuela Landfill disposal charges by 10%, and JC Elliott Transfer Station commercial charges by 15%.

BACKGROUND AND FINDINGS:

The Proposed FY 2021-2022 Solid Waste budget includes estimated revenues generated with proposed rate increases of 10% for monthly commercial collection and ancillary services, 10% for disposal charges at the Cefe Valenzuela Landfill, and 15% for JC Elliott Transfer commercial customers. Section 21-42 (a) is updated to reflect current State fee collected and remitted to the State of Texas for the disposal of solid waste.

The rate increases offset anticipated costs in collection and disposal services. The last increase for collection services was effective October 1, 2018, and the last increase to landfill and transfer station tipping rates was adopted in July 2007.

ALTERNATIVES:

Alternatives include adopting smaller rate increases or no increases at all.

FISCAL IMPACT:

The financial impact of the revenue generated from the proposed rate increases for FY 2021-2022 is approximately \$854,000, of which \$128,000 is generated from commercial collection customers and \$728,000 from disposal and transfer station operations.

Funding Detail:

Fund: n/a

Organization/Activity: n/a

Mission Element: n/a

Project # **(CIP Only)**:

Account:

RECOMMENDATION:

Staff recommends amending the Ordinance as presented.

LIST OF SUPPORTING DOCUMENTS:

FY 2021-2022 Ordinance for Solid Waste Collection and Disposal Charges

Ordinance amending Corpus Christi Code, Chapter 21, for Solid Waste Department by adjusting fees and providing an effective date.

WHEREAS, the fees, rates, and charges (“rates and charges”) established for the collection and disposal of solid waste are located in various sections of Chapter 21 of the Corpus Christi Code of Ordinances (“Code”) and need to be revised.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS, THAT:

SECTION 1. Various sections of Chapter 21, “Solid Waste,” of the Code of Ordinances are amended by revising the rates and charges for the collection and disposal of solid waste, with the relevant sections’ new text shown underlined and deleted text shown stricken, to read as follows:

“Sec. 21-40. Charges—For collection services within the City of Corpus Christi.

“(a) The following charges apply to the collection of solid waste from solid waste operations department customers located within the limits of the City of Corpus Christi. In addition to the charges listed below, each customer is liable for any applicable federal/state surcharges or fees specified in section 21-20 and state and city taxes. The charges for collection services are:

Type	Description	Minimum Charge Per Month or Fraction Thereof Collection
(1)	One-family dwelling	\$16.91
(2)	Two-family dwelling on one (1) water and/or gas meter	\$33.82 <u>37.20</u>
(3)	Two-family dwelling to eight-family dwelling on separate water and/or gas meters	\$16.91 each unit
(4)	Apartment	\$16.91 per unit
(5)	One-family dwelling and single apartment on one (1) water and/or gas meter	\$33.82 <u>37.20</u>
(6)	Apartment house, travel trailer park, or manufactured home park on one (1) water and/or gas meter	\$16.91 per unit
(7)	Apartment house, travel trailer park, or manufactured home park—Each apartment, travel trailer pad, or manufactured home site on separate water and/or gas meter	\$16.91 per unit
(8)	Additional charge for rear door pick up on any type above	\$41.86 <u>13.05</u> per unit
<u>(8.1)</u>	<u>Commercial customer, on one (1) water and/or gas meter</u>	<u>\$37.20</u>
(9)	Additional truckloads of yard waste, heavy brush, clean wood waste, or bulky items at time of scheduled yard waste, heavy brush, or bulky item collection	\$75.00 <u>82.50</u> per truckload

(10)	Surcharge for bulky item pick up	\$12.00 <u>13.20</u> per item
(11)	Special non-scheduled yard waste, heavy brush, clean wood waste, debris, or bulky items collection, including pick up of yard waste, heavy brush, clean wood waste, debris, and bulky items set out more than five days prior to the scheduled pick up of brush, waste, debris, or bulky items and that is a traffic, safety, or health hazard	Actual cost not to exceed \$200.00 <u>220.00</u> per truckload
(12)	Reserved	Reserved
(13)	Surcharge for tires set out for collection on a non-designated collection day; size of tires must be 20 inches or less in diameter	\$5.00 <u>5.50</u> per tire
(14)	Garbage cart delivery fee—assessed for every second and additional residential cart delivered and for every third commercial cart delivered per account	\$10.00 <u>11.00</u> per cart
(14.1)	Monthly collection fee on second and additional residential carts and commercial carts	\$10.00 per cart
(15)	Improvements to solid waste services	\$2.39 per month
(16)	Recycling education—Surcharge	\$0.25 per month
(17)	Solid waste capital improvements	\$1.50 per month
(18)	Non-scheduled cart collection—Assessed for service or for removal of cart when cart is an immediate hazard to vehicular traffic on a street or alley or to pedestrian movement on a sidewalk, or when cart is left out for collection and remains present on an undesignated collection day	\$10.00 <u>11.00</u> per incident
(19)	Super bag collection service (sales tax included)	\$135.00 each

“(b) * * *

“ * * *

“Sec. 21-41. Charges—For disposal services.

“(a) * * *

“ * * *

“(e) The following fee schedule applies to each load of solid waste deposited at a disposal site operated by the department:

“(1) *Residential customers.*

“ * * *

“(2) *Commercial vehicles – Landfill (tipping rate).*

A	Solid waste by weight	\$36.86 <u>40.11</u> per ton*
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B	Loose load of solid waste, not weighed	\$9.99 <u>11.12</u> per cubic yard*
C	Compacted load of solid waste, not weighed	\$13.24 <u>14.56</u> per cubic yard*
D	Construction and demolition debris, not weighed	\$13.24 <u>\$14.56</u> per cubic yard
E	Heavy brush and yard waste, not weighed	\$13.24 <u>14.56</u> per cubic yard
F	Commercial vehicle transporting household waste for a residential customer when accompanied by the residential customer. (The residential customer must be the driver or a passenger in the commercial vehicle or arrive in a separate vehicle at the landfill with the residential customer's waste.)	No charge

* Includes state disposal fee, state/federal mandated surcharges as provided by section 21-42.

(3) Commercial vehicles – Transfer station (tipping rate).

A	<u>Solid waste by weight</u>	<u>\$41.89 per ton*</u>
B	<u>Loose load of solid waste, not weighed</u>	<u>\$11.62 per cubic yard*</u>
C	<u>Compacted load of solid waste, not weighed</u>	<u>\$15.20 per cubic yard*</u>
D	<u>Construction and demolition debris, not weighed</u>	<u>\$15.20 per cubic yard</u>
E	<u>Heavy brush and yard waste, not weighed</u>	<u>\$15.20 per cubic yard</u>
F	<u>Commercial vehicle transporting household waste for a residential customer when accompanied by the residential customer. (The residential customer must be the driver or a passenger in the commercial vehicle or arrive in a separate vehicle at the landfill with the residential customer's waste.)</u>	<u>No charge</u>

* Includes state disposal fee, state/federal mandated surcharges as provided by section 21-42.

(4 3) Special fees.

A	Clean, uncontaminated dirt that is suitable for landfill use (as determined by landfill superintendent or designee of the superintendent)	No charge
B	Clean wood waste, heavy brush, or rubble suitable for recycling, including crushed concrete, asphalt, bricks, etc.	\$9.57 <u>11.00</u> per ton
C	Large household appliances, such as stoves, washing machines, clothes dryers, dishwashers, refrigerators, or other similar items, except large household appliances transported in a non-commercial vehicle by a residential customer who resides within the city	\$40.00 <u>11.50</u> each
D	Tires	
	Automobile	\$4.75 <u>2.00</u>

	Truck or large trailer tires (16—19")	\$2.75 <u>3.25</u>
	Tractor tires (≤ 20 ")	\$3.75 <u>4.75</u>
	Larger than 20"	Market price as determined by director
	Cut into quarters or more	Tipping fee rate
E	Vehicles with loads not adequately secured so as to prevent any of the contents of the transported load from being ejected or dropped during transport of the load	\$10.00 <u>12.00</u>
F	Use of scales	\$25.25 <u>27.78</u>
G	Any solid waste that requires special preparation, handling, or cover	As determined by the director

“(f) * * *

“ * * *

“Sec. 21-42. Surcharge for state/federal mandated cost.

“(a) The following state/federal surcharges are included in the charges established in sections 21-40 and 21-41 above:

(1)	Collecting and disposal of solid waste from residential and apartment properties, business and commercial establishments, and all other occupied premises, for which the collection services are provided	\$0.48 <u>0.20</u> per month or fraction thereof
(2)	For disposal of solid waste at any city disposal site designated by the director, for which a charge per ton or cubic yard is required to be paid	\$3.06 <u>0.94</u> per ton or fraction thereof
(3)	Disposal of loose materials that have not been weighed	\$4.23 <u>0.19</u> per cubic yard or fraction thereof
(4)	Disposal of compacted materials that have not been weighed	\$4.64 <u>0.30</u> per yard or fraction thereof

“(b) * * *

Section 2. If, for any reason, any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgement or decree 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 3. This ordinance takes effect October 1, 2021.

The foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo	_____	John Martinez	_____
Roland Barrera	_____	Ben Molina	_____
Gil Hernandez	_____	Mike Pusley	_____
Michael Hunter	_____	Greg Smith	_____
Billy Lerma	_____		

The foregoing ordinance was read for the second time and passed finally on this the _____ day of _____, 2021, by the following vote:

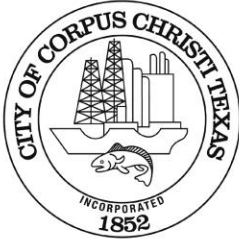
Paulette M. Guajardo	_____	John Martinez	_____
Roland Barrera	_____	Ben Molina	_____
Gil Hernandez	_____	Mike Pusley	_____
Michael Hunter	_____	Greg Smith	_____
Billy Lerma	_____		

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor



AGENDA MEMORANDUM

First Reading for the City Council Meeting of August 31, 2021
Second Reading for the City Council Meeting of September 7, 2021

DATE: August 16, 2021
TO: Peter Zaroni, City Manager
FROM: Kevin Norton, Director of Water Utilities
KevinN@cctexas.com
(361) 826-1874

<p>Ordinance adopting the water and wastewater rates effective January 1, 2022, and establishing surcharge fees for high-strength waste dischargers</p>

CAPTION:

Ordinance amending water and wastewater rates effective January 1, 2022, and establishing surcharge fees to recover wastewater treatment costs from high-strength waste dischargers such as commercial food and beverage processing facilities effective October 1, 2021.

SUMMARY:

This is to adopt the City of Corpus Christi Code of Ordinances for water and wastewater rates and fees for FY2021-2022.

BACKGROUND AND FINDINGS:

City Charter requires City Council to review and act on changes to the Code of Ordinances. The City of Corpus Christi is proposing to amend the City Code of Ordinances, Chapter 55 – Utilities, revising water and wastewater rates as of January 1, 2022, and establishing surcharge fees effective October 1, 2021, to recover the wastewater treatment costs when needed from high-strength waste dischargers. High-strength waste dischargers include meat processing facilities, dairies, breweries, bakeries, and other food and beverage production businesses.

Proposed water and wastewater rates for FY2021-2022 were presented during the City Council Budget Workshop on August 12, 2021. The water and wastewater rates presented support the revenue requirements for the Water Fund and Wastewater Fund proposed operating budgets for FY2021-2022.

ALTERNATIVES:

Do not approve proposed water and wastewater rates or the proposed surcharge fees.

FISCAL IMPACT:

The net financial impact of the revenue generated from the proposed water and wastewater rate

changes for FY 2021-2022 is approximately:

Water Fund	\$ (687,224)
Wastewater Fund	\$ 9,421,000

Funding Detail:

Fund: n/a

Organization/Activity: n/a

Mission Element: n/a

Project # **(CIP Only)**:

Account:

RECOMMENDATION:

Staff recommends amending the Ordinance as presented.

LIST OF SUPPORTING DOCUMENTS:

FY2021-2022 Ordinance for Water and Wastewater Rates and Surcharge Fees

Ordinance amending Corpus Christi Code regarding water and wastewater rates effective January 1, 2022; and also amending Corpus Christi Code effective October 1, 2021 to establish revised wastewater surcharge fees for high strength waste dischargers such as operations primarily engaged in slaughtering or meat packing operations

Now, therefore, be it ordained by the City Council for the City of Corpus Christi, Texas:

Section 1. That the City Code Section 55-50 is amended to revise water rates as shown in redline text follows:

Sec. 55-50. Schedule.

(a) *Base rates for water service.* The rates for water service are as follows:

(1) Monthly minimum charges.

a. *Metered treated water customers.*

1. Inside city limits ("ICL"):

Meter Size (Inches)	Effective January 1, 2020
Residential	
$\frac{5}{8}$ — $\frac{3}{4}$	\$12.92
Commercial	
$\frac{5}{8}$ — $\frac{3}{4}$	12.92
Residential and Commercial	
1	19.39
1½	32.31
2	64.60
3	103.36
4	206.72
6	323.00
8 and larger	646.00
Large Volume	
Any size	24,202.00
Temporary construction	
1	19.39
1½	32.31
2	64.60

2. Outside city limits ("OCL"):

Meter Size (Inches)	Effective January 1, 2022
Residential	
$\frac{5}{8}$ — $\frac{3}{4}$	\$ 19.39

Commercial	
¾—¾	19.39
Residential and Commercial	
1	29.08
1½	48.46
2	96.90
3	155.05
4	310.09
6	484.50
8 and larger	969.00
Large Volume	
Any size	40,382.00
Temporary construction	
1	29.08
1½	48.46
2	96.90

b. *Untreated water customers.*

	Effective January 1, 2020
Minimum monthly service charge, water districts/municipalities with raw water supply contracts executed after January 1, 1997	\$432.20
Minimum monthly service charge for public agency for resale untreated water without a raw water supply contract executed after January 1, 1997 ¹	263.23
Minimum monthly service charge, industrial	451.73
Minimum monthly service charge, domestic	15.04
Minimum annual service charge, domestic	150.57
Minimum monthly service charge, agricultural irrigation water service	225.71
Minimum monthly service charge, temporary construction water service	300.95
Minimum monthly service charge, temporary large volume industrial untreated water customers obtaining water, which is under contract to the city, from a reservoir under the exclusive control of a river authority	1,736.75

¹ Minimum monthly charge for public agency for resale untreated water customer without a raw water supply contract executed after January 1, 1997: If the charge based on the volume of water taken in a monthly billing period is less than \$263.23, the customer shall be billed \$263.23, unless a valid water supply contract between the customer and city that was executed prior to January 1, 1997, provides for a minimum annual payment. If a valid water supply contract between the customer and city executed prior to August 1, 2000, provides for a minimum annual payment, the customer shall pay the minimum annual payment under the contract.

c. *Blended water customers.*

	Effective January 1, 2020
Any size	\$37,513.52

(2) Monthly volume charges per 1,000 gallons.

a. *Residential rate.*

1. Inside city limits:

	Effective January 1, 2022
First 2,000 Gallons	Minimum*
Next 4,000 Gallons	\$ 5.08
Next 9,000 Gallons	5.83
Over 15,000 Gallons	6.36

*Use the minimum charges in subsection (a)(1).

2. Outside city limits:

	Effective January 1, 2022
First 2,000 Gallons	Minimum*
Next 4,000 Gallons	\$ 3.11
Next 9,000 Gallons	3.88
Over 15,000 Gallons	4.90

*Use the minimum charges in subsection (a)(1).

b. *Commercial rate.*

1. Inside city limits:

	Effective January 1, 2022
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$ 5.56

*Use the minimum charges in subsection (a)(1).

2. Outside city limits:

	Effective January 1, 2022
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$ 4.22

*Use the minimum charges in subsection (a)(1).

c. *Golf course and athletic field irrigation water inside city limits.*

	Effective January 1, 2022
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$3.57

*Use the minimum charges in subsection (a)(1) for ICL customer.

d. *Residential irrigation water on separate meter.*

1. Inside city limits:

Meter Size (Inches)	Effective January 1, 2022
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$ 6.36

2. Outside city limits

Meter Size (Inches)	Effective January 1, 2022
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$ 4.90

e. *Resale treated water rates.*

1. Treated water rates purchased for resale where the water is taken and metered at the site of treatment are hereby set as follows:

	Effective January 1, 2022
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$ 1.21

*Use the minimum charges in subsection (a)(1).

2. Treated water rates purchased for resale where the water is delivered to the resale entity through city facilities are hereby set as follows:

	Effective January 1, 2022
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$ 1.77

*Use the minimum charges in subsection (a)(1).

f. *Large volume treated water customers.* A commercial treated water customer who agrees to pay for a minimum of ten million (10,000,000) gallons of treated water per month is considered a large volume treated water customer. Once a customer has elected to become a large volume treated water customer, the customer will be billed as a large volume treated water customer until the customer notifies the city and requests reclassification as a commercial customer in writing. However, a commercial customer may not elect to become a large volume treated water customer more than once in any twelve-month period.

1. Inside city limits:

	Effective January 1, 2022
First 10,000,000 Gallons	Minimum*
Each Additional 1,000 Gallons	\$ 3.94

*Use the minimum charges in subsection (a)(1).

2. Outside city limits:

	Effective January 1, 2022
First 10,000,000 Gallons	Minimum*
Each Additional 1,000 Gallons	\$ 1.95

*Use the minimum charges in subsection (a)(1).

- g. *Large volume blended water customers.* A commercial blended water customer who agrees to purchase a minimum of ten million (10,000,000) gallons of blended water per month is considered a large volume blended water customer.

1. Inside city limits:

	Effective January 1, 2020
First 10,000,000 Gallons	Minimum*
Each Additional 1,000 Gallons	\$3.751

*Use the minimum charges in subsection (a)(1).

2. Outside city limits:

	Effective January 1, 2020
First 10,000,000 Gallons	Minimum*
Each Additional 1,000 Gallons	\$0.1314

*Use the minimum charges in subsection (a)(1).

3. Peaking factor. [To be determined.]

h. *Temporary water service.*

1. Treated water.

A. Inside city limits:

	Effective January 1, 2022
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$5.56

*Use the minimum charges in subsection (a)(1).

B. Outside city limits:

	Effective January 1, 2022
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$ 3.57

*Use the minimum charges in subsection (a)(1).

2. Untreated water.

A. Inside city limits:

	Effective January 1, 2022
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	2 x RWCA

*Use the minimum charges in subsection (a)(1).

B. Outside city limits:

	Effective January 1, 2022
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	2 x RWCA

*Use the minimum charges in subsection (a)(1).

i. *Agricultural irrigation water outside city limits.*

	Effective January 1, 2022
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	2 x RWCA

*Use the minimum charges in subsection (a)(1).

j. *Public agency for resale untreated water rates.* The rates for the purchase of untreated water purchased by a public agency, which does not have a raw water supply contract with the city executed after January 1, 1997, is the average of the monthly raw water cost adjustments, established under subsection (b) of this section, for the period used to determine the composite cost of untreated water under the city's current contract with the public agency.

k. Temporary large volume industrial untreated water customers obtaining water, which is under contract to the city, from a reservoir under the exclusive control of a river authority.

	Effective January 1, 2020
First acre foot or fraction thereof	Minimum*
Over acre foot	\$1,248.02 per acre foot or fraction thereof

*Use the minimum charges in subsection (a)(1).

- (b) *Raw water cost adjustment (RWCA)*. In addition to the charges for the base rates for water service, established in subsection (a), a separate charge for the costs of raw water, the RWCA, will be added to each consumer's bill, except public agency for resale untreated water customers without a raw water supply contract executed after January 1, 1997. (A public agency for resale untreated water customer without a raw water supply contract executed after January 1, 1997, will pay the lower of the composite cost, as defined in its contract with the city or the rate for public agency for resale untreated water customers without a raw water supply contract executed after January 1, 1997, specified in subsection (a)(2)g. of this section.) The RWCA will be based on projected system-wide raw water sales, adjusted for water losses. The RWCA will be calculated every odd-numbered year no later than October 1 to be effective the following January of even-numbered years using the adopted utility rate model. Two (2) subsequent years' RWCA will be calculated according to the following procedures, and then an average rate determined which will yield raw water required revenues over a two-year period:
- (1) Use projected system-wide water sales based on historical consumption and projected growth, with adjustments for water losses.
 - (2) Include the annual budgeted cost of debt service. Bond payments, amortization of deferred losses on refundings, and other debt service costs shall be applied to the RWCA in the same proportion as the raw water activities proportion of the original bond proceeds.
 - (3) Include budgeted expenditures for purchases of water.
 - (4) Include purchases of water rights, amortized over the duration of the water right agreement.
 - (5) Budgeted expenditures for capital items shall be included as follows:
 - a. The expense of acquiring a capital item that costs not more than five hundred thousand dollars (\$500,000.00) shall be charged in the year in which it is acquired.
 - b. The expense of acquiring a capital item that costs more than five hundred thousand dollars (\$500,000.00) shall be amortized over the number of years used to calculate depreciation expenses, with the half-year convention used in the year of acquisition.
 - (6) All operating and maintenance expenditures shall be charged based on annual budgeted amounts. These expenditures include operation and maintenance of dams, reservoirs, pipelines, wells, pumping stations, and related interfund charges.
 - (7) All expenses for consultants, engineering, legal services, and administration shall be charged based on annual budgeted amounts in the proportion to which they apply to raw water issues.
 - (8) Expenses related to the acquisition and transportation of emergency water supplies shall be included in the RWCA for the following fiscal year, unless foreseen and budgeted in advance, in which case they are included in the year budgeted.
 - (9) Miscellaneous revenues related to raw water activity, such as oil and gas lease revenues and rentals, is applied as an offset based on annual budgeted amounts.
 - (10) Apply the credit for levelized Choke Canyon debt payments to city rate payers' RWCA. (The escalating payment schedule on the Choke Canyon debt was levelized through the creation of a reserve fund. In the initial years, payments greater than the debt service were made, with the excess going into the reserve fund. This excess was paid through a rate surcharge on ICL and OCL metered treated water customers. Now that bond payments exceed the levelized payment amount, the reserve fund is drawn on to make up the difference. Since only ICL and OCL metered treated water customers participated in building the reserve fund, the drawing on the reserve fund is only credited to the RWCA assessed against ICL and OCL metered treated water customers.)
 - (11) Include funds necessary to collect coverage required on current annual debt service in order to comply with bond covenants, and improve the financial position and bond ratings of the city's water fund.

- (12) Include funds necessary to establish and maintain an operating reserve fund with a target amount of twenty-five (25) per cent (or three (3) months) of annual operating expenses for the fiscal year.
- (13) Include funds necessary to establish and operate a water capital reserve fund with a target amount of two (2) per cent of the respective annual water capital improvements program for the fiscal year or two million dollars (\$2,000,000.00) (whichever is greater).
- (14) Include funds necessary to establish and maintain a future water resources reserve fund (water supply development reserve) with an ultimate target balance of thirty million dollars (\$30,000,000.00), and an annual contribution of approximately two million dollars (\$2,000,000.00) per fiscal year. Revenue from this water supply development reserve will be deposited into a fund set aside for this purpose.
- (15) The minimum operating or capital reserves amounts are intended to provide for unplanned, unbudgeted expenses and revenue shortfalls, and will not be used for routine expenses.
- (16) Determine the amount of over or under collections that have resulted from difference between budgeted and actual expenses and offsetting revenues and the difference between projected and actual volume of water sold for the prior two (2) years. Any funds realized in excess of annual expenses are available for either supplementing minimum operating or capital reserves, for addition to the capital funds for discretionary cash capital funding of the water utility, or to create and maintain a reserve to level out large fluctuations in raw water charges is authorized. Apply any remaining amount as an adjustment to the RWCA.

(c) *Definitions.*

Costs of raw water is the total of all costs of acquiring, producing, storing, conserving, and transporting untreated water from its source to the city's treatment facility and all other points of diversion. These costs include, but are not limited to, the costs of:

Construction, including debt service, operation, and maintenance of dams and reservoirs.

Construction, including debt service, operation, and maintenance of raw water supply transmission pipelines.

Construction, including debt service, operation, and maintenance of wells.

Construction, including debt service, operation, and maintenance of facilities capable of converting wastewater effluent, salt water, and brackish ground water into water suitable for municipal, industrial, or agricultural uses.

Acquisition of new water supplies and water rights, including the establishment and funding of a reserve dedicated to offset the costs of acquisition of additional water rights and the implementation of long-range water resource development and related capital improvements.

Construction, operation, and maintenance of facilities to reduce water losses from water resources due to evaporation or the release of water from a reservoir due to the operation of law.

Acquisition and transportation of emergency water supplies, including the costs of transporting water by vessel or pipelines from other regions.

Water supply development and protection, including consultants' studies and reports, investigations, legal fees, court costs, and any other costs related to the development or protection of the water supply.

Administrative costs, including overhead and the portion of the city's general administrative costs applicable to the activities enumerated in this definition.

- (d) The raw water cost adjustment shall be calculated on an annual basis for those large volume wholesale customers with contracts containing such provisions.

(Ord. No. 9472, 8-27-1969; Ord. No. 11613, 8-8-1973; Ord. No. 12208, §§ 1, 2, 8-7-1974; Ord. No. 14140, §§ 1—3, 1-25-1978; Ord. No. 16446, §§ 1, 2, 8-12-1981; Ord. No. 16593 § 1, 10-14-1981; Ord. No. 17166, §§ 1—3, 7-28-1982; Ord. No. 17762, §§ 1, 2, 8-3-1983; Ord. No. 18351, §§ 1, 2, 7-24-1984; Ord. No. 18587, §§ 1, 2, 12-4-1984;

Ord. No. 20411, §§ 1, 2, 7-26-1988; Ord. No. 21001, § 1, 10-9-1990; Ord. No. 21438, §§ 1—4, 7-21-1992; Ord. No. 21814, § 1(a)—(c), 12-14-1993; Ord. No. 22741, § 1, 11-12-1996; Ord. No. 22832, § 1, 1-28-1997; Ord. No. 22879, § 1, 3-25-1997; Ord. No. 23706, § 1, 7-20-1999; Ord. No. 23910, § 1, 1-11-2000; Ord. No. 24132, § 1, 7-25-2000; Ord. No. 24531, § 1a, 7-24-2001; Ord. No. 24969, § 1, 7-23-2002; Ord. No. 25386, § 1, 7-22-2003; Ord. No. 025866, § 1, 7-27-2004; Ord. No. 026368, § 1, 7-26-2005; Ord. No. 026900, § 1, 7-25-2006; Ord. No. 027355, § 1, 7-24-2007; Ord. No. 027781, § 1, 7-22-2008; Ord. No. 028256, § 1, 7-28-2009; Ord. No. 028686, § 1, 7-20-2010; Ord. No. 029158, § 1, 7-26-2010; Ord. No. 029386, § 1, 2-28-2012; Ord. No. 029584, § 1, 7-31-2012; Ord. No. 029917, § 1, 7-30-2013; Ord. No. 030242, § 2(Exh. A), 7-29-2014; Ord. No. 030295, § 1, 9-23-2014; Ord. No. 030605, § 1, 9-8-2015; Ord. No. 030718, § 1, 12-15-2015; Ord. No. 031028, § 1, 12-20-2016; Ord. No. 031244, § 1, 9-12-2017; Ord. No. 031632, § 1, 12-11-2018; Ord. No. 031873, § 1, 9-17-2019; Ord. No. 032307, § 1, 12-8-2020)

Section 2. That the City Code Section 55-100 is amended to revise wastewater rates as shown in redline text as follows:

Sec. 55-100. Schedule.

- (a) The monthly charge to be paid by users of wastewater service furnished by the city's municipal sewer system, except as otherwise provided in articles VII and XI of chapter 55, shall be based on the amount of water used by the user according to the following rates:

Classification—Residential	Usage Effective 2022
Inside city limits	
One-family minimum monthly charge (first 2,000 gallons)	\$ 33.58
One-family per 1,000 gallons over 2,000	7.02
Inside city limits	
One-family maximum monthly charge (up to 25,000 gallons)	195.04
Outside city limits	
One-family minimum monthly charge (first 2,000 gallons)	41.99
One-family per 1,000 gallons over 2,000	15.60
Outside city limits	
One-family maximum monthly charge (up to 25,000 gallons)	400.79
Classification—Commercial	Effective January 1, 2022
Inside city limits	
Commercial minimum monthly charge (first 2,000 gallons)	\$ 46.10
Inside city limits	
Commercial per 1,000 gallons over 2,000	5.26
Outside city limits	
Commercial minimum monthly charge (first 2,000 gallons)	57.63
Outside city limits	
Commercial per 1,000 gallons over 2,000	10.50

- (b) By May 1, 2020, the amount of water used to compute the monthly bills for wastewater service to one-family residential customers shall be computed on the basis of the "winter quarter average usage" that is calculated pursuant to this subsection and every year thereafter.

(1) *Definitions.*

- a. *Winter quarter averaging wastewater charge period:* The period of water and wastewater service during the three (3) preceding winter quarter months of December, January and February. The initial winter quarter averaging wastewater charge period occurs during the months December 2019 through March 2020.
- b. *Winter quarter average usage:* The monthly wastewater usage established by the city during the "winter quarter averaging wastewater charge period" based upon the customer's thirty-day average water consumption during that period.
- c. *Interim average usage:* The monthly wastewater usage established by the city for individual customers who have not established a "winter quarter average usage". The "interim average" is three thousand (3,000) gallons per month, and is the basis for monthly wastewater charges until a "winter quarter average usage" as defined in subsection (b)(1)b. of this section is established for the individual customer.
- d. *Service area:* The geographic region served by the city's wastewater system.

(2) *Winter quarter average criteria.*

- a. The customer must receive wastewater service at one (1) location during the entire winter quarter averaging wastewater charge period in order to establish a "winter average usage".
- b. "Winter quarter average usage" charges shall apply to one-family residential customers only.
- c. The following method will be used to calculate the customer's "winter quarter average usage":
 1. Add the customer's water consumption during the winter quarter averaging wastewater charge period to determine total winter quarter consumption.
 2. Divide total winter quarter consumption amount by three (3) the number of days between the reading in December and the latest reading in March to determine the average daily usage. In the event a reading in December does not exist, the most recent prior reading will be utilized.
 3. Multiply the average daily usage by thirty (30) to determine winter quarter average usage. Such winter quarter average usage shall be limited to a maximum of twenty-five thousand (25,000) gallons.
- d. The following method will be used to calculate the customer's monthly wastewater charge: apply the applicable wastewater rates established in subsection (a) to calculate the customer's monthly wastewater charge. The adjusted rate that applies to service on and after May 1 will reflect wastewater usage based on the previous "winter quarter averaging wastewater charge period." A new winter quarter average usage shall be calculated by May 1 annually based upon the amount of water used during the winter quarter averaging wastewater charge period.
- e. New and relocating customers; adjustments:
 1. Customers new to the service area, who have not established a "winter quarter average", shall be billed at the "interim average" rate. The "interim average rate" is three thousand (3,000) gallons per month.
 2. Customers who are relocating within the service area, who established a "winter quarter average" at their previous address, shall be billed at the "interim average rate" or their "winter quarter average" rate at the previous address, whichever is less.

3. Customers who are relocating within the service area, who have not established a "winter quarter average" at their previous address, shall be billed at the "interim average" rate.
 4. When a customer experiences a substantial increase in water or wastewater usage from hidden water leaks in the plumbing system during the winter quarter average charge period, and if the customer can produce proof of repairs, the director of water utilities or the director's designee may adjust the wastewater bill.
- f. The city will begin in March 2020 to implement winter quarter averaging as soon as the city billing system has been programmed to calculate the wastewater bills utilizing winter quarter average usage.
- (c) The rates established in subsection (a) of this section are based upon water consumption for wastewater service customers with wastewater characteristics of five hundred sixty-two (562) parts per million or less by weight of chemical oxygen demand index, two hundred fifty (250) parts per million or less by weight of biochemical oxygen demand index, and two hundred fifty (250) parts per million or less by weight of suspended solids index. If the wastewater characteristics exceed any of these parameters, the customer shall pay additional abnormal wastewater surcharges as provided in section 55-148.
- (d) Due to the extreme cold weather event in February 2021, the wastewater winter quarter average usage (WQA) will not be recalculated in 2021. Instead, the amount previously calculated as the WQA in 2020 will be used as the WQA for wastewater service in May 2021 through April 2022. A customer may request a review and adjustment of their WQA calculation on a case-by-case basis if they have objection to use of their 2020 WQA.
- (Code 1958, § 38-49; Ord. No. 9863, § 1, 7-29-1970; Ord. No. 11612, § 1, 8-8-1973; Ord. No. 12209, § 1, 8-7-1974; Ord. No. 12656, § 1, 6-25-1975; Ord. No. 13860, § 1, 8-3-1977; Ord. No. 15700, § 1, 8-13-1980; Ord. No. 16448, § 1, 8-12-1981; Ord. No. 17156, § 1, 7-28-1982; Ord. No. 17763, § 1, 8-3-1983; Ord. No. 18352, § 1, 7-24-1984; Ord. No. 18940, § 1, 7-23-1985; Ord. No. 19403, § 1, 7-29-1986; Ord. No. 20412, § 1, 7-26-1988; Ord. No. 20748, § 1, 8-8-1989; Ord. No. 21001, § 1, 10-9-1990; Ord. No. 21440, § 1, 7-21-1992; Ord. No. 21662, § 1, 5-25-1993; Ord. No. 21671, § 1, 6-8-1993; Ord. No. 21814, §§ 1(e), (f), 12-14-1993; Ord. No. 21965, § 1, 6-14-1994; Ord. No. 22743, § 1, 11-12-1996; Ord. No. 23706, § 1, 7-20-1999; Ord. No. 24132, § 1, 7-25-2000; Ord. No. 24531, § 1e, 7-24-2001; Ord. No. 24969, § 6, 7-23-2002; Ord. No. 25396, § 6, 7-22-2003; Ord. No. 025866, § 5, 7-27-2004; Ord. No. 026368, § 5, 7-26-2005; Ord. No. 026900, § 5, 7-25-2006; Ord. No. 027355, § 5, 7-24-2007; Ord. No. 027781, § 7, 7-22-2008; Ord. No. 028256, § 5, 7-28-2009; Ord. No. 028690, § 1, 7-20-2010; Ord. No. 029160, § 3, 7-26-2011; Ord. No. 029917, § 7, 7-30-2013; Ord. No. 030242, § 4(Exh. A), 7-29-2014; Ord. No. 030295, § 5, 9-23-2014; Ord. No. 030605, § 4, 9-8-2015; Ord. No. 031244, § 2, 9-12-2017; Ord. No. 031874, § 1, 9-17-2019; Ord. No. 032093, § 1, 4-21-2020; Ord. No. 032421, § 1, 4-27-2021).

Section 3. A wastewater surcharge for high strength waste dischargers is revised to read as follows:

Sec. 55-148. Fees.

(a) *Abnormal wastewater surcharge.*

- (1) Any user generating wastewater which exhibits none of the characteristics of prohibited wastes as described in subsection 55-141(a), but which has an above average concentration of biochemical oxygen demand, has an above average concentration of chemical oxygen demand, or contains total suspended solids in excess of normal wastewater (as defined in subsection 55-140(c)), may be required to pretreat to meet the requirements of normal wastewater or such other

more stringent parameters as the city may determine as necessary and appropriate to the particular treatment plant receiving such abnormal wastewater. Pretreated abnormal wastewater may be accepted by a POTW if all the following requirements are met:

- a. The wastes will not cause damage to the collection system.
 - b. The wastes will not impair the treatment processes.
 - c. The user pays the applicable surcharge over and above published sewer rates, as provided herein; and
 - d. The waste is amenable to treatment such that when it leaves the treatment plant to be discharged, the waste does not exceed, or cause the total discharge to exceed, the standards set by federal and state agencies having jurisdiction.
- (2) Prior to imposition of a surcharge, the user shall be notified in writing that his waste discharge is in excess of normal wastewater as established in this article.
 - (3) Surcharges will be adjusted on billings for the month following submission of new data but not more frequently than quarterly, unless authorized by the director.
 - (4) The volume of flow used in computing abnormal wastewater surcharges shall be based upon metered water consumption as shown in the records of meter readings maintained by the city of utilities department. In the event that a person discharging waste into the POTW produces evidence to the city demonstrating that a portion of the total amount of water used for all purposes does not reach the POTW, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon his request, to measure only that portion of the total flow being discharged into the POTW. Upon request by the user, credit may be allowed by the city for evaporation, product water exported from the user or other operational consumption through which such water is not discharged to the POTW. If it is impossible to show volume by metering, then recognized industry standards designated by the city shall apply. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.
 - (5) Any person discharging industrial waste into the POTW who procures any part or all of his water supply from sources other than the city utilities department, all or part of which is discharged into the POTW, shall install and maintain at his expense water meters of the type approved by the city for the purpose of determining the proper volume of flow to be used in computing sewer service charges. Such meters shall be read monthly and tested for accuracy when deemed necessary by the city. Where it can be shown that a portion of the water as measured by the aforesaid meter, or meters, does not enter the POTW of the city, then the user if he so elects, may install additional approved meters at the user's expense in such a manner as to measure the quantity of water actually entering the said POTW system from the premises of such user, and the quantity of water used to determine the wastewater service charge and abnormal

wastewater surcharge shall be the quantity of water actually entering the POTW as so determined.

- (6) Computations of each surcharge, as applicable, shall be based on the following:

$$S = V \times 8.34 \times X \times (\text{COD}-562)$$

$$S = V \times 8.34 \times Y \times (\text{BOD}-250)$$

$$S = V \times 8.34 \times Z \times (\text{TSS}-250)$$

$$S = V \times 8.34 \times T \times (\text{TKN}-30)$$

S = Surcharge in dollars for the billing period.

V = Water consumption in millions of gallons during the billing period.

8.34 = Weight of water in pounds per gallon.

X = Unit charge in dollars per pound for COD as established in subdivision (8) of this subsection.

Y = Unit charge in dollars per pound for BOD as established in subdivision (8) of this subsection.

Z = Unit charge in dollars per pound for TSS as established in subdivision (8) of this subsection.

T = Unit charge in dollars per pound for TKN as established in subdivision (8) of this subsection

COD = Chemical oxygen demand strength index in parts per million by weight, or mg/l.

BOD = Five-day biochemical oxygen demand strength index in parts per million by weight, or mg/l.

TSS = Total suspended solids strength index in parts per million by weight, or mg/l.

TKN = Total Kjeldahl Nitrogen in parts per million by weight, or mg/l.

250 = Normal BOD and TSS strength in parts per million by weight, or mg/l.

562 = Normal COD strength in parts per million by weight, or mg/l.

30 = Normal TKN strength in parts per million by weight, or mg/l.

High Strength Waste Dischargers: Wastewater users with COD, BOD, TSS, or TKN which exceeds these normal limits: COD exceeds 562 mg/L, BOD5 exceeds 250 mg/L, TSS exceeds 250 mg/L, and/ or TKN exceeds 30 mg/L.

- (7) The city reserves the right to review and approve any waters or industrial waste entering the POTW or proposed to be discharged into the system having an average daily flow greater than ten (10) per cent of the design flow capacity of the plant which will treat the waste. In the event the city's measurement discloses such flow to be in excess of ten (10) per cent of said capacity, the city shall be

under no obligation to receive such flow in excess of ten (10) per cent of design capacity and the city's published rates shall not apply to such excess. An owner affected hereby shall be promptly notified of such determination by the city. A special contract, at the city's option, may be made with the user to accommodate such excess flow.

- (8) The values for X, Y, Z, and T used in subsection (a)(6) of this section to determine the abnormal wastewater surcharge are:

<u>Value</u>	<u>Effective October 1, 2021</u>
<u>X (unit charge in dollars per pound of COD)</u>	<u>\$0.0000</u>
<u>Y (unit charge in dollars per pound of BOD)</u>	<u>\$0.4940 for Tier 1; and \$0.7410 for Tier 2</u>
<u>Z (unit charge in dollars per pound of TSS)</u>	<u>\$0.3797 for Tier 1; and \$0.5696 for Tier 2</u>
<u>T (unit charge in dollars per pound of TKN)</u>	<u>\$1.3400 for Tier 1; and \$2.0100 for Tier 2</u>

<u>Value</u>	<u>Effective October 1, 2014</u>
<u>X (unit charge in dollars per pound of COD)</u>	<u>\$0.0000</u>
<u>Y (unit charge in dollars per pound of BOD)</u>	<u>-0.4014</u>
<u>Z (unit charge in dollars per pound of TSS)</u>	<u>-0.2882</u>

- (9) It is necessary to establish surcharge fees for High Strength Waste Dischargers to fully recover all of City's costs in treatment of the wastewater. The wastewater surcharges for operations that are high strength waste dischargers are based on the following staged tiers.

a. Staged BOD Tiers (unit charge in dollars per pound of BOD):

<u>Tier</u>	<u>BOD Level (mg/L)</u>	<u>Tiered Unit Charge</u>
<u>Tier 0 (Baseline)</u>	<u>0-250</u>	<u>0</u>
<u>Tier 1</u>	<u>250 - 750</u>	<u>\$0.4940</u>
<u>Tier 2</u>	<u>More than 750</u>	<u>\$0.7410</u>

Example: if the level for BOD is 800, then the total BOD surcharge is calculated as follows:

Tier 1 BOD Surcharge = $V \times 8.34 \times \$0.4940 \times (750-250)$ plus

Tier 2 BOD Surcharge = $V \times 8.34 \times \$0.7410 \times (800-750)$.

b. Staged TSS Tiers (unit charge in dollars per pound of TSS):

Tier	TSS Level (mg/L)	Tiered Unit Charge
<u>Tier 0 (Baseline)</u>	<u>0-250</u>	<u>0</u>
<u>Tier 1</u>	<u>250 - 450</u>	<u>\$0.3797</u>
<u>Tier 2</u>	<u>More than 450</u>	<u>\$0.5696</u>

Example: if the level for TSS is 500, then the total TSS surcharge is calculated as follows:

Tier 1 TSS Surcharge = $V \times 8.34 \times \$0.3797 \times (450-250)$ plus

Tier 2 TSS Surcharge = $V \times 8.34 \times \$0.5696 \times (500- 450)$.

c. Staged TKN Tiers (unit charge in dollars per pound of TKN):

Tier	TKN Level (mg/L)	Tiered Unit Charge
<u>Tier 0 (Baseline)</u>	<u>0-30</u>	<u>0</u>
<u>Tier 1</u>	<u>30-130</u>	<u>\$1.340</u>
<u>Tier 2</u>	<u>More than 130</u>	<u>\$2.0100</u>

Example: if the level for TKN is 200, then the total TKN surcharge is calculated as follows:

Tier 1 TKN Surcharge = $V \times 8.34 \times \$1.340 \times (130-30)$ plus

Tier 2 TKN Surcharge = $V \times 8.34 \times \$2.0100 \times (200-130)$.

(b) *Pretreatment charges and fees.* The city may adopt reasonable charges and fees for reimbursement of costs of setting up and operating the city's pretreatment program which may include:

- (1) Fees for wastewater discharge permit applications including the cost of processing such applications as set forth in the wastewater fee schedule.
- (2) Fees for monitoring, inspection, and surveillance procedures including the cost of collecting and analyzing an industrial user's discharge, and reviewing monitoring reports submitted by the industrial user.

- (3) Fees for reviewing and responding to accidental discharge procedures and construction.
- (4) Fees for filing appeals.
- (5) Other fees as the city may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this article and are separate from all other fees, fines and penalties chargeable by the city.

(Ord. No. 21666, § 1, 6-1-1993; Ord. No. 21814, § 1(g), 12-14-1993; Ord. No. 23706, § 1, 7-20-1999; Ord. No. 24132, § 1, 7-25-2000; Ord. No. 24531, § 1g, 7-24-2001; Ord. No. 24969, § 8, 7-23-2002; Ord. No. 25377, § 13, 7-22-2003; Ord. No. 25396, § 8, 7-22-2003; Ord. No. 025866, § 7, 7-27-2004; Ord. No. 026368, § 7, 7-26-2005; Ord. No. 026900, § 7, 7-25-2006; Ord. No. 027355, § 7, 7-24-2007; Ord. No. 027781, § 9, 7-22-2008; Ord. No. 028256, § 7, 7-28-2009; Ord. No. 028690, § 3, 7-20-2010; Ord. No. 029917, § 8, 7-30-2013; Ord. No. 030295, § 6, 9-23-2014)

Section 4. Publication shall be made in the official publication of the City of Corpus Christi as required by the City Charter of the City of Corpus Christi. This ordinance takes effect upon publication, with the revised utility rates taking effect upon the dates as stated herein. The utility rates in effect at the time this Ordinance is adopted remain in full force and effect until the effective date of the utility rates as stated in this Ordinance.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo	_____	John Martinez	_____
Roland Barrera	_____	Ben Molina	_____
Gil Hernandez	_____	Mike Pusley	_____
Michael Hunter	_____	Greg Smith	_____
Billy Lerma	_____		

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo	_____	John Martinez	_____
Roland Barrera	_____	Ben Molina	_____
Gil Hernandez	_____	Mike Pusley	_____
Michael Hunter	_____	Greg Smith	_____
Billy Lerma	_____		

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor

Ordinance amending Corpus Christi Code regarding water and wastewater rates effective January 1, 2022; and also amending Corpus Christi Code effective October 1, 2021 to establish revised wastewater surcharge fees for high strength waste dischargers such as operations primarily engaged in slaughtering or meat packing operations

Now, therefore, be it ordained by the City Council for the City of Corpus Christi, Texas:

Section 1. That the City Code Section 55-50 is amended to revise water rates as shown in redline text follows:

Sec. 55-50. Schedule.

(a) *Base rates for water service.* The rates for water service are as follows:

(1) Monthly minimum charges.

a. *Metered treated water customers.*

1. Inside city limits ("ICL"):

Meter Size (Inches)	Effective January 1, 2020
Residential	
$\frac{5}{8}$ — $\frac{3}{4}$	\$12.92
Commercial	
$\frac{5}{8}$ — $\frac{3}{4}$	12.92
Residential and Commercial	
1	19.39
1½	32.31
2	64.60
3	103.36
4	206.72
6	323.00
8 and larger	646.00
Large Volume	
Any size	24,202.00
Temporary construction	
1	19.39
1½	32.31
2	64.60

2. Outside city limits ("OCL"):

Meter Size (Inches)	Effective January 1, 2020 2022
Residential	
$\frac{5}{8}$ — $\frac{3}{4}$	\$ 15.51 19.39

Commercial	
¾—¾	15.51 <u>19.39</u>
Residential and Commercial	
1	23.26 <u>29.08</u>
1½	38.77 <u>48.46</u>
2	77.52 <u>96.90</u>
3	124.04 <u>155.05</u>
4	248.07 <u>310.09</u>
6	387.60 <u>484.50</u>
8 and larger	775.20 <u>969.00</u>
Large Volume	
Any size	40,382.00
Temporary construction	
1	23.26 <u>29.08</u>
1½	38.77 <u>48.46</u>
2	77.52 <u>96.90</u>

b. *Untreated water customers.*

	Effective January 1, 2020
Minimum monthly service charge, water districts/municipalities with raw water supply contracts executed after January 1, 1997	\$432.20
Minimum monthly service charge for public agency for resale untreated water without a raw water supply contract executed after January 1, 1997 ¹	263.23
Minimum monthly service charge, industrial	451.73
Minimum monthly service charge, domestic	15.04
Minimum annual service charge, domestic	150.57
Minimum monthly service charge, agricultural irrigation water service	225.71
Minimum monthly service charge, temporary construction water service	300.95
Minimum monthly service charge, temporary large volume industrial untreated water customers obtaining water, which is under contract to the city, from a reservoir under the exclusive control of a river authority	1,736.75

¹ Minimum monthly charge for public agency for resale untreated water customer without a raw water supply contract executed after January 1, 1997: If the charge based on the volume of water taken in a monthly billing period is less than \$263.23, the customer shall be billed \$263.23, unless a valid water supply contract between the customer and city that was executed prior to January 1, 1997, provides for a minimum annual payment. If a valid water supply contract between the customer and city executed prior to August 1, 2000, provides for a minimum annual payment, the customer shall pay the minimum annual payment under the contract.

c. *Blended water customers.*

	Effective January 1, 2020
Any size	\$37,513.52

(2) Monthly volume charges per 1,000 gallons.

a. *Residential rate.*

1. Inside city limits:

	Effective January 1, 2020
First 2,000 Gallons	Minimum*
Next 4,000 Gallons	\$6.46 <u>5.08</u>
Next 9,000 Gallons	7.42 <u>5.83</u>
Over 15,000 Gallons	8.09 <u>6.36</u>

*Use the minimum charges in subsection (a)(1).

2. Outside city limits:

	Effective January 1, 2020
First 2,000 Gallons	Minimum*
Next 4,000 Gallons	\$2.49 <u>3.11</u>
Next 9,000 Gallons	3.10 <u>3.88</u>
Over 15,000 Gallons	3.92 <u>4.90</u>

*Use the minimum charges in subsection (a)(1).

b. *Commercial rate.*

1. Inside city limits:

	Effective January 1, 2020
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$7.17 <u>5.56</u>

*Use the minimum charges in subsection (a)(1).

2. Outside city limits:

	Effective January 1, 2020
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$3.36 <u>4.22</u>

*Use the minimum charges in subsection (a)(1).

c. *Golf course and athletic field irrigation water inside city limits.*

	Effective January 1, 202 0 <u>2</u>
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$3.45 <u>3.57</u>

*Use the minimum charges in subsection (a)(1) for ICL customer.

d. *Residential irrigation water on separate meter.*

1. Inside city limits:

Meter Size (Inches)	Effective January 1, 202 0 <u>2</u>
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$8.09 <u>6.36</u>

2. Outside city limits

Meter Size (Inches)	Effective January 1, 202 0 <u>2</u>
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$3.92 <u>4.90</u>

e. *Resale treated water rates.*

1. Treated water rates purchased for resale where the water is taken and metered at the site of treatment are hereby set as follows:

	Effective January 1, 202 1 <u>2</u>
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$1.459 <u>1.21</u>

*Use the minimum charges in subsection (a)(1).

2. Treated water rates purchased for resale where the water is delivered to the resale entity through city facilities are hereby set as follows:

	Effective January 1, 202 1 <u>2</u>
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$2.081 <u>1.77</u>

*Use the minimum charges in subsection (a)(1).

f. *Large volume treated water customers.* A commercial treated water customer who agrees to pay for a minimum of ten million (10,000,000) gallons of treated water per month is considered a large volume treated water customer. Once a customer has elected to become a large volume treated water customer, the customer will be billed as a large volume treated water customer until the customer notifies the city and requests reclassification as a commercial customer in writing. However, a commercial customer may not elect to become a large volume treated water customer more than once in any twelve-month period.

1. Inside city limits:

	Effective January 1, 202 0 <u>2</u>
First 10,000,000 Gallons	Minimum*
Each Additional 1,000 Gallons	\$5.90 <u>3.94</u>

*Use the minimum charges in subsection (a)(1).

2. Outside city limits:

	Effective January 1, 202 0 <u>2</u>
First 10,000,000 Gallons	Minimum*
Each Additional 1,000 Gallons	\$2.20 <u>1.95</u>

*Use the minimum charges in subsection (a)(1).

- g. *Large volume blended water customers.* A commercial blended water customer who agrees to purchase a minimum of ten million (10,000,000) gallons of blended water per month is considered a large volume blended water customer.

1. Inside city limits:

	Effective January 1, 2020
First 10,000,000 Gallons	Minimum*
Each Additional 1,000 Gallons	\$3.751

*Use the minimum charges in subsection (a)(1).

2. Outside city limits:

	Effective January 1, 2020
First 10,000,000 Gallons	Minimum*
Each Additional 1,000 Gallons	\$0.1314

*Use the minimum charges in subsection (a)(1).

3. Peaking factor. [To be determined.]

h. *Temporary water service.*

1. Treated water.

A. Inside city limits:

	Effective January 1, 202 0 <u>2</u>
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$7.17 <u>5.56</u>

*Use the minimum charges in subsection (a)(1).

B. Outside city limits:

	Effective January 1, 202 0 <u>2</u>
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	\$3.45 <u>3.57</u>

*Use the minimum charges in subsection (a)(1).

2. Untreated water.

A. Inside city limits:

	Effective January 1, 202 0 <u>2</u>
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	2 x RWCA

*Use the minimum charges in subsection (a)(1).

B. Outside city limits:

	Effective January 1, 202 0 <u>2</u>
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	2 x RWCA

*Use the minimum charges in subsection (a)(1).

i. *Agricultural irrigation water outside city limits.*

	Effective January 1, 202 0 <u>2</u>
First 2,000 Gallons	Minimum*
Over 2,000 Gallons	2 x RWCA

*Use the minimum charges in subsection (a)(1).

j. *Public agency for resale untreated water rates.* The rates for the purchase of untreated water purchased by a public agency, which does not have a raw water supply contract with the city executed after January 1, 1997, is the average of the monthly raw water cost adjustments, established under subsection (b) of this section, for the period used to determine the composite cost of untreated water under the city's current contract with the public agency.

k. Temporary large volume industrial untreated water customers obtaining water, which is under contract to the city, from a reservoir under the exclusive control of a river authority.

	Effective January 1, 2020
First acre foot or fraction thereof	Minimum*
Over acre foot	\$1,248.02 per acre foot or fraction thereof

*Use the minimum charges in subsection (a)(1).

- (b) *Raw water cost adjustment (RWCA)*. In addition to the charges for the base rates for water service, established in subsection (a), a separate charge for the costs of raw water, the RWCA, will be added to each consumer's bill, except public agency for resale untreated water customers without a raw water supply contract executed after January 1, 1997. (A public agency for resale untreated water customer without a raw water supply contract executed after January 1, 1997, will pay the lower of the composite cost, as defined in its contract with the city or the rate for public agency for resale untreated water customers without a raw water supply contract executed after January 1, 1997, specified in subsection (a)(2)g. of this section.) The RWCA will be based on projected system-wide raw water sales, adjusted for water losses. The RWCA will be calculated every odd-numbered year no later than October 1 to be effective the following January of even-numbered years using the adopted utility rate model. Two (2) subsequent years' RWCA will be calculated according to the following procedures, and then an average rate determined which will yield raw water required revenues over a two-year period:
- (1) Use projected system-wide water sales based on historical consumption and projected growth, with adjustments for water losses.
 - (2) Include the annual budgeted cost of debt service. Bond payments, amortization of deferred losses on refundings, and other debt service costs shall be applied to the RWCA in the same proportion as the raw water activities proportion of the original bond proceeds.
 - (3) Include budgeted expenditures for purchases of water.
 - (4) Include purchases of water rights, amortized over the duration of the water right agreement.
 - (5) Budgeted expenditures for capital items shall be included as follows:
 - a. The expense of acquiring a capital item that costs not more than five hundred thousand dollars (\$500,000.00) shall be charged in the year in which it is acquired.
 - b. The expense of acquiring a capital item that costs more than five hundred thousand dollars (\$500,000.00) shall be amortized over the number of years used to calculate depreciation expenses, with the half-year convention used in the year of acquisition.
 - (6) All operating and maintenance expenditures shall be charged based on annual budgeted amounts. These expenditures include operation and maintenance of dams, reservoirs, pipelines, wells, pumping stations, and related interfund charges.
 - (7) All expenses for consultants, engineering, legal services, and administration shall be charged based on annual budgeted amounts in the proportion to which they apply to raw water issues.
 - (8) Expenses related to the acquisition and transportation of emergency water supplies shall be included in the RWCA for the following fiscal year, unless foreseen and budgeted in advance, in which case they are included in the year budgeted.
 - (9) Miscellaneous revenues related to raw water activity, such as oil and gas lease revenues and rentals, is applied as an offset based on annual budgeted amounts.
 - (10) Apply the credit for levelized Choke Canyon debt payments to city rate payers' RWCA. (The escalating payment schedule on the Choke Canyon debt was levelized through the creation of a reserve fund. In the initial years, payments greater than the debt service were made, with the excess going into the reserve fund. This excess was paid through a rate surcharge on ICL and OCL metered treated water customers. Now that bond payments exceed the levelized payment amount, the reserve fund is drawn on to make up the difference. Since only ICL and OCL metered treated water customers participated in building the reserve fund, the drawing on the reserve fund is only credited to the RWCA assessed against ICL and OCL metered treated water customers.)
 - (11) Include funds necessary to collect coverage required on current annual debt service in order to comply with bond covenants, and improve the financial position and bond ratings of the city's water fund.

- (12) Include funds necessary to establish and maintain an operating reserve fund with a target amount of twenty-five (25) per cent (or three (3) months) of annual operating expenses for the fiscal year.
- (13) Include funds necessary to establish and operate a water capital reserve fund with a target amount of two (2) per cent of the respective annual water capital improvements program for the fiscal year or two million dollars (\$2,000,000.00) (whichever is greater).
- (14) Include funds necessary to establish and maintain a future water resources reserve fund (water supply development reserve) with an ultimate target balance of thirty million dollars (\$30,000,000.00), and an annual contribution of approximately two million dollars (\$2,000,000.00) per fiscal year. Revenue from this water supply development reserve will be deposited into a fund set aside for this purpose.
- (15) The minimum operating or capital reserves amounts are intended to provide for unplanned, unbudgeted expenses and revenue shortfalls, and will not be used for routine expenses.
- (16) Determine the amount of over or under collections that have resulted from difference between budgeted and actual expenses and offsetting revenues and the difference between projected and actual volume of water sold for the prior two (2) years. Any funds realized in excess of annual expenses are available for either supplementing minimum operating or capital reserves, for addition to the capital funds for discretionary cash capital funding of the water utility, or to create and maintain a reserve to level out large fluctuations in raw water charges is authorized. Apply any remaining amount as an adjustment to the RWCA.

(c) *Definitions.*

Costs of raw water is the total of all costs of acquiring, producing, storing, conserving, and transporting untreated water from its source to the city's treatment facility and all other points of diversion. These costs include, but are not limited to, the costs of:

Construction, including debt service, operation, and maintenance of dams and reservoirs.

Construction, including debt service, operation, and maintenance of raw water supply transmission pipelines.

Construction, including debt service, operation, and maintenance of wells.

Construction, including debt service, operation, and maintenance of facilities capable of converting wastewater effluent, salt water, and brackish ground water into water suitable for municipal, industrial, or agricultural uses.

Acquisition of new water supplies and water rights, including the establishment and funding of a reserve dedicated to offset the costs of acquisition of additional water rights and the implementation of long-range water resource development and related capital improvements.

Construction, operation, and maintenance of facilities to reduce water losses from water resources due to evaporation or the release of water from a reservoir due to the operation of law.

Acquisition and transportation of emergency water supplies, including the costs of transporting water by vessel or pipelines from other regions.

Water supply development and protection, including consultants' studies and reports, investigations, legal fees, court costs, and any other costs related to the development or protection of the water supply.

Administrative costs, including overhead and the portion of the city's general administrative costs applicable to the activities enumerated in this definition.

- (d) The raw water cost adjustment shall be calculated on an annual basis for those large volume wholesale customers with contracts containing such provisions.

(Ord. No. 9472, 8-27-1969; Ord. No. 11613, 8-8-1973; Ord. No. 12208, §§ 1, 2, 8-7-1974; Ord. No. 14140, §§ 1—3, 1-25-1978; Ord. No. 16446, §§ 1, 2, 8-12-1981; Ord. No. 16593 § 1, 10-14-1981; Ord. No. 17166, §§ 1—3, 7-28-1982; Ord. No. 17762, §§ 1, 2, 8-3-1983; Ord. No. 18351, §§ 1, 2, 7-24-1984; Ord. No. 18587, §§ 1, 2, 12-4-1984;

Ord. No. 20411, §§ 1, 2, 7-26-1988; Ord. No. 21001, § 1, 10-9-1990; Ord. No. 21438, §§ 1—4, 7-21-1992; Ord. No. 21814, § 1(a)—(c), 12-14-1993; Ord. No. 22741, § 1, 11-12-1996; Ord. No. 22832, § 1, 1-28-1997; Ord. No. 22879, § 1, 3-25-1997; Ord. No. 23706, § 1, 7-20-1999; Ord. No. 23910, § 1, 1-11-2000; Ord. No. 24132, § 1, 7-25-2000; Ord. No. 24531, § 1a, 7-24-2001; Ord. No. 24969, § 1, 7-23-2002; Ord. No. 25386, § 1, 7-22-2003; Ord. No. 025866, § 1, 7-27-2004; Ord. No. 026368, § 1, 7-26-2005; Ord. No. 026900, § 1, 7-25-2006; Ord. No. 027355, § 1, 7-24-2007; Ord. No. 027781, § 1, 7-22-2008; Ord. No. 028256, § 1, 7-28-2009; Ord. No. 028686, § 1, 7-20-2010; Ord. No. 029158, § 1, 7-26-2010; Ord. No. 029386, § 1, 2-28-2012; Ord. No. 029584, § 1, 7-31-2012; Ord. No. 029917, § 1, 7-30-2013; Ord. No. 030242, § 2(Exh. A), 7-29-2014; Ord. No. 030295, § 1, 9-23-2014; Ord. No. 030605, § 1, 9-8-2015; Ord. No. 030718, § 1, 12-15-2015; Ord. No. 031028, § 1, 12-20-2016; Ord. No. 031244, § 1, 9-12-2017; Ord. No. 031632, § 1, 12-11-2018; Ord. No. 031873, § 1, 9-17-2019; Ord. No. 032307, § 1, 12-8-2020)

Section 2. That the City Code Section 55-100 is amended to revise wastewater rates as shown in redline text as follows:

Sec. 55-100. Schedule.

- (a) The monthly charge to be paid by users of wastewater service furnished by the city's municipal sewer system, except as otherwise provided in articles VII and XI of chapter 55, shall be based on the amount of water used by the user according to the following rates:

Classification—Residential	Usage Effective 202 20 <u>29</u>
Inside city limits	
One-family minimum monthly charge (first 2,000 gallons)	\$ 32.60 <u>33.58</u>
One-family per 1,000 gallons over 2,000	6.69 <u>7.02</u>
Outside city limits	
One-family maximum monthly charge (up to 25,000 gallons)	186.47 <u>195.04</u>
Outside city limits	
One-family minimum monthly charge (first 2,000 gallons)	40.75 <u>41.99</u>
One-family per 1,000 gallons over 2,000	14.85 <u>15.60</u>
Outside city limits	
One-family maximum monthly charge (up to 25,000 gallons)	382.30 <u>400.79</u>
Classification—Commercial	Effective January 1, 202 20 <u>29</u>
Inside city limits	
Commercial minimum monthly charge (first 2,000 gallons)	\$ 44.75 <u>46.10</u>
Outside city limits	
Commercial per 1,000 gallons over 2,000	4.79 <u>5.26</u>
Outside city limits	
Commercial minimum monthly charge (first 2,000 gallons)	55.95 <u>57.63</u>
Outside city limits	
Commercial per 1,000 gallons over 2,000	9.59 <u>10.50</u>

- (b) By May 1, 2020, the amount of water used to compute the monthly bills for wastewater service to one-family residential customers shall be computed on the basis of the "winter quarter average usage" that is calculated pursuant to this subsection and every year thereafter.

(1) *Definitions.*

- a. *Winter quarter averaging wastewater charge period:* The period of water and wastewater service during the three (3) preceding winter quarter months of December, January and February. The initial winter quarter averaging wastewater charge period occurs during the months December 2019 through March 2020.
- b. *Winter quarter average usage:* The monthly wastewater usage established by the city during the "winter quarter averaging wastewater charge period" based upon the customer's thirty-day average water consumption during that period.
- c. *Interim average usage:* The monthly wastewater usage established by the city for individual customers who have not established a "winter quarter average usage". The "interim average" is three thousand (3,000) gallons per month, and is the basis for monthly wastewater charges until a "winter quarter average usage" as defined in subsection (b)(1)b. of this section is established for the individual customer.
- d. *Service area:* The geographic region served by the city's wastewater system.

(2) *Winter quarter average criteria.*

- a. The customer must receive wastewater service at one (1) location during the entire winter quarter averaging wastewater charge period in order to establish a "winter average usage".
- b. "Winter quarter average usage" charges shall apply to one-family residential customers only.
- c. The following method will be used to calculate the customer's "winter quarter average usage":
 1. Add the customer's water consumption during the winter quarter averaging wastewater charge period to determine total winter quarter consumption.
 2. Divide total winter quarter consumption amount by three (3) the number of days between the reading in December and the latest reading in March to determine the average daily usage. In the event a reading in December does not exist, the most recent prior reading will be utilized.
 3. Multiply the average daily usage by thirty (30) to determine winter quarter average usage. Such winter quarter average usage shall be limited to a maximum of twenty-five thousand (25,000) gallons.
- d. The following method will be used to calculate the customer's monthly wastewater charge: apply the applicable wastewater rates established in subsection (a) to calculate the customer's monthly wastewater charge. The adjusted rate that applies to service on and after May 1 will reflect wastewater usage based on the previous "winter quarter averaging wastewater charge period." A new winter quarter average usage shall be calculated by May 1 annually based upon the amount of water used during the winter quarter averaging wastewater charge period.
- e. New and relocating customers; adjustments:
 1. Customers new to the service area, who have not established a "winter quarter average", shall be billed at the "interim average" rate. The "interim average rate" is three thousand (3,000) gallons per month.
 2. Customers who are relocating within the service area, who established a "winter quarter average" at their previous address, shall be billed at the "interim average rate" or their "winter quarter average" rate at the previous address, whichever is less.

3. Customers who are relocating within the service area, who have not established a "winter quarter average" at their previous address, shall be billed at the "interim average" rate.
 4. When a customer experiences a substantial increase in water or wastewater usage from hidden water leaks in the plumbing system during the winter quarter average charge period, and if the customer can produce proof of repairs, the director of water utilities or the director's designee may adjust the wastewater bill.
- f. The city will begin in March 2020 to implement winter quarter averaging as soon as the city billing system has been programmed to calculate the wastewater bills utilizing winter quarter average usage.
- (c) The rates established in subsection (a) of this section are based upon water consumption for wastewater service customers with wastewater characteristics of five hundred sixty-two (562) parts per million or less by weight of chemical oxygen demand index, two hundred fifty (250) parts per million or less by weight of biochemical oxygen demand index, and two hundred fifty (250) parts per million or less by weight of suspended solids index. If the wastewater characteristics exceed any of these parameters, the customer shall pay additional abnormal wastewater surcharges as provided in section 55-148.
- (d) Due to the extreme cold weather event in February 2021, the wastewater winter quarter average usage (WQA) will not be recalculated in 2021. Instead, the amount previously calculated as the WQA in 2020 will be used as the WQA for wastewater service in May 2021 through April 2022. A customer may request a review and adjustment of their WQA calculation on a case-by-case basis if they have objection to use of their 2020 WQA.

(Code 1958, § 38-49; Ord. No. 9863, § 1, 7-29-1970; Ord. No. 11612, § 1, 8-8-1973; Ord. No. 12209, § 1, 8-7-1974; Ord. No. 12656, § 1, 6-25-1975; Ord. No. 13860, § 1, 8-3-1977; Ord. No. 15700, § 1, 8-13-1980; Ord. No. 16448, § 1, 8-12-1981; Ord. No. 17156, § 1, 7-28-1982; Ord. No. 17763, § 1, 8-3-1983; Ord. No. 18352, § 1, 7-24-1984; Ord. No. 18940, § 1, 7-23-1985; Ord. No. 19403, § 1, 7-29-1986; Ord. No. 20412, § 1, 7-26-1988; Ord. No. 20748, § 1, 8-8-1989; Ord. No. 21001, § 1, 10-9-1990; Ord. No. 21440, § 1, 7-21-1992; Ord. No. 21662, § 1, 5-25-1993; Ord. No. 21671, § 1, 6-8-1993; Ord. No. 21814, §§ 1(e), (f), 12-14-1993; Ord. No. 21965, § 1, 6-14-1994; Ord. No. 22743, § 1, 11-12-1996; Ord. No. 23706, § 1, 7-20-1999; Ord. No. 24132, § 1, 7-25-2000; Ord. No. 24531, § 1e, 7-24-2001; Ord. No. 24969, § 6, 7-23-2002; Ord. No. 25396, § 6, 7-22-2003; Ord. No. 025866, § 5, 7-27-2004; Ord. No. 026368, § 5, 7-26-2005; Ord. No. 026900, § 5, 7-25-2006; Ord. No. 027355, § 5, 7-24-2007; Ord. No. 027781, § 7, 7-22-2008; Ord. No. 028256, § 5, 7-28-2009; Ord. No. 028690, § 1, 7-20-2010; Ord. No. 029160, § 3, 7-26-2011; Ord. No. 029917, § 7, 7-30-2013; Ord. No. 030242, § 4(Exh. A), 7-29-2014; Ord. No. 030295, § 5, 9-23-2014; Ord. No. 030605, § 4, 9-8-2015; Ord. No. 031244, § 2, 9-12-2017; Ord. No. 031874, § 1, 9-17-2019; Ord. No. 032093, § 1, 4-21-2020; Ord. No. 032421, § 1, 4-27-2021).

Section 3. A wastewater surcharge for high strength waste dischargers is revised to read as follows:

Sec. 55-148. Fees.

(a) *Abnormal wastewater surcharge.*

- (1) Any user generating wastewater which exhibits none of the characteristics of prohibited wastes as described in subsection 55-141(a), but which has an above average concentration of biochemical oxygen demand, has an above average concentration of chemical oxygen demand, or contains total suspended solids in excess of normal wastewater (as defined in subsection 55-140(c)), may be required to pretreat to meet the requirements of normal wastewater or such other

more stringent parameters as the city may determine as necessary and appropriate to the particular treatment plant receiving such abnormal wastewater. Pretreated abnormal wastewater may be accepted by a POTW if all the following requirements are met:

- a. The wastes will not cause damage to the collection system.
 - b. The wastes will not impair the treatment processes.
 - c. The user pays the applicable surcharge over and above published sewer rates, as provided herein; and
 - d. The waste is amenable to treatment such that when it leaves the treatment plant to be discharged, the waste does not exceed, or cause the total discharge to exceed, the standards set by federal and state agencies having jurisdiction.
- (2) Prior to imposition of a surcharge, the user shall be notified in writing that his waste discharge is in excess of normal wastewater as established in this article.
 - (3) Surcharges will be adjusted on billings for the month following submission of new data but not more frequently than quarterly, unless authorized by the director.
 - (4) The volume of flow used in computing abnormal wastewater surcharges shall be based upon metered water consumption as shown in the records of meter readings maintained by the city of utilities department. In the event that a person discharging waste into the POTW produces evidence to the city demonstrating that a portion of the total amount of water used for all purposes does not reach the POTW, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon his request, to measure only that portion of the total flow being discharged into the POTW. Upon request by the user, credit may be allowed by the city for evaporation, product water exported from the user or other operational consumption through which such water is not discharged to the POTW. If it is impossible to show volume by metering, then recognized industry standards designated by the city shall apply. If a surcharge is assessed by the city, it shall be shown separately on the monthly billing.
 - (5) Any person discharging industrial waste into the POTW who procures any part or all of his water supply from sources other than the city utilities department, all or part of which is discharged into the POTW, shall install and maintain at his expense water meters of the type approved by the city for the purpose of determining the proper volume of flow to be used in computing sewer service charges. Such meters shall be read monthly and tested for accuracy when deemed necessary by the city. Where it can be shown that a portion of the water as measured by the aforesaid meter, or meters, does not enter the POTW of the city, then the user if he so elects, may install additional approved meters at the user's expense in such a manner as to measure the quantity of water actually entering the said POTW system from the premises of such user, and the quantity of water used to determine the wastewater service charge and abnormal

wastewater surcharge shall be the quantity of water actually entering the POTW as so determined.

- (6) Computations of each surcharge, as applicable, shall be based on the following:

$$S = V \times 8.34 \times X \times (\text{COD}-562)$$

$$S = V \times 8.34 \times Y \times (\text{BOD}-250)$$

$$S = V \times 8.34 \times Z \times (\text{TSS}-250)$$

$$S = V \times 8.34 \times T \times (\text{TKN}-30)$$

S = Surcharge in dollars for the billing period.

V = Water consumption in millions of gallons during the billing period.

8.34 = Weight of water in pounds per gallon.

X = Unit charge in dollars per pound for COD as established in subdivision (8) of this subsection.

Y = Unit charge in dollars per pound for BOD as established in subdivision (8) of this subsection.

Z = Unit charge in dollars per pound for TSS as established in subdivision (8) of this subsection.

T = Unit charge in dollars per pound for TKN as established in subdivision (8) of this subsection

COD = Chemical oxygen demand strength index in parts per million by weight, or mg/l.

BOD = Five-day biochemical oxygen demand strength index in parts per million by weight, or mg/l.

TSS = Total suspended solids strength index in parts per million by weight, or mg/l.

TKN = Total Kjeldahl Nitrogen in parts per million by weight, or mg/l.

250 = Normal BOD and TSS strength in parts per million by weight, or mg/l.

562 = Normal COD strength in parts per million by weight, or mg/l.

30 = Normal TKN strength in parts per million by weight, or mg/l.

High Strength Waste Dischargers: Wastewater users with COD, BOD, TSS, or TKN which exceeds these normal limits: COD exceeds 562 mg/L, BOD5 exceeds 250 mg/L, TSS exceeds 250 mg/L, and/ or TKN exceeds 30 mg/L.

- (7) The city reserves the right to review and approve any waters or industrial waste entering the POTW or proposed to be discharged into the system having an average daily flow greater than ten (10) per cent of the design flow capacity of the plant which will treat the waste. In the event the city's measurement discloses such flow to be in excess of ten (10) per cent of said capacity, the city shall be

under no obligation to receive such flow in excess of ten (10) per cent of design capacity and the city's published rates shall not apply to such excess. An owner affected hereby shall be promptly notified of such determination by the city. A special contract, at the city's option, may be made with the user to accommodate such excess flow.

- (8) The values for X, Y, Z, and T used in subsection (a)(6) of this section to determine the abnormal wastewater surcharge are:

<u>Value</u>	<u>Effective October 1, 2021</u>
<u>X (unit charge in dollars per pound of COD)</u>	<u>\$0.0000</u>
<u>Y (unit charge in dollars per pound of BOD)</u>	<u>\$0.4940 for Tier 1; and \$0.7410 for Tier 2</u>
<u>Z (unit charge in dollars per pound of TSS)</u>	<u>\$0.3797 for Tier 1; and \$0.5696 for Tier 2</u>
<u>T (unit charge in dollars per pound of TKN)</u>	<u>\$1.3400 for Tier 1; and \$2.0100 for Tier 2</u>

<u>Value</u>	<u>Effective October 1, 2014</u>
<u>X (unit charge in dollars per pound of COD)</u>	<u>\$0.0000</u>
<u>Y (unit charge in dollars per pound of BOD)</u>	<u>-0.4014</u>
<u>Z (unit charge in dollars per pound of TSS)</u>	<u>-0.2882</u>

- (9) It is necessary to establish surcharge fees for High Strength Waste Dischargers to fully recover all of City's costs in treatment of the wastewater. The wastewater surcharges for operations that are high strength waste dischargers are based on the following staged tiers.

a. Staged BOD Tiers (unit charge in dollars per pound of BOD):

<u>Tier</u>	<u>BOD Level (mg/L)</u>	<u>Tiered Unit Charge</u>
<u>Tier 0 (Baseline)</u>	<u>0-250</u>	<u>0</u>
<u>Tier 1</u>	<u>250 - 750</u>	<u>\$0.4940</u>
<u>Tier 2</u>	<u>More than 750</u>	<u>\$0.7410</u>

Example: if the level for BOD is 800, then the total BOD surcharge is calculated as follows:

Tier 1 BOD Surcharge = $V \times 8.34 \times \$0.4940 \times (750-250)$ plus

Tier 2 BOD Surcharge = $V \times 8.34 \times \$0.7410 \times (800-750)$.

b. Staged TSS Tiers (unit charge in dollars per pound of TSS):

Tier	TSS Level (mg/L)	Tiered Unit Charge
<u>Tier 0 (Baseline)</u>	<u>0-250</u>	<u>0</u>
<u>Tier 1</u>	<u>250 - 450</u>	<u>\$0.3797</u>
<u>Tier 2</u>	<u>More than 450</u>	<u>\$0.5696</u>

Example: if the level for TSS is 500, then the total TSS surcharge is calculated as follows:

Tier 1 TSS Surcharge = $V \times 8.34 \times \$0.3797 \times (450-250)$ plus

Tier 2 TSS Surcharge = $V \times 8.34 \times \$0.5696 \times (500-450)$.

c. Staged TKN Tiers (unit charge in dollars per pound of TKN):

Tier	TKN Level (mg/L)	Tiered Unit Charge
<u>Tier 0 (Baseline)</u>	<u>0-30</u>	<u>0</u>
<u>Tier 1</u>	<u>30-130</u>	<u>\$1.340</u>
<u>Tier 2</u>	<u>More than 130</u>	<u>\$2.0100</u>

Example: if the level for TKN is 200, then the total TKN surcharge is calculated as follows:

Tier 1 TKN Surcharge = $V \times 8.34 \times \$1.340 \times (130-30)$ plus

Tier 2 TKN Surcharge = $V \times 8.34 \times \$2.0100 \times (200-130)$.

(b) *Pretreatment charges and fees.* The city may adopt reasonable charges and fees for reimbursement of costs of setting up and operating the city's pretreatment program which may include:

- (1) Fees for wastewater discharge permit applications including the cost of processing such applications as set forth in the wastewater fee schedule.
- (2) Fees for monitoring, inspection, and surveillance procedures including the cost of collecting and analyzing an industrial user's discharge, and reviewing monitoring reports submitted by the industrial user.

- (3) Fees for reviewing and responding to accidental discharge procedures and construction.
- (4) Fees for filing appeals.
- (5) Other fees as the city may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this article and are separate from all other fees, fines and penalties chargeable by the city.

(Ord. No. 21666, § 1, 6-1-1993; Ord. No. 21814, § 1(g), 12-14-1993; Ord. No. 23706, § 1, 7-20-1999; Ord. No. 24132, § 1, 7-25-2000; Ord. No. 24531, § 1g, 7-24-2001; Ord. No. 24969, § 8, 7-23-2002; Ord. No. 25377, § 13, 7-22-2003; Ord. No. 25396, § 8, 7-22-2003; Ord. No. 025866, § 7, 7-27-2004; Ord. No. 026368, § 7, 7-26-2005; Ord. No. 026900, § 7, 7-25-2006; Ord. No. 027355, § 7, 7-24-2007; Ord. No. 027781, § 9, 7-22-2008; Ord. No. 028256, § 7, 7-28-2009; Ord. No. 028690, § 3, 7-20-2010; Ord. No. 029917, § 8, 7-30-2013; Ord. No. 030295, § 6, 9-23-2014)

Section 4. Publication shall be made in the official publication of the City of Corpus Christi as required by the City Charter of the City of Corpus Christi. This ordinance takes effect upon publication, with the revised utility rates taking effect upon the dates as stated herein. The utility rates in effect at the time this Ordinance is adopted remain in full force and effect until the effective date of the utility rates as stated in this Ordinance.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo	_____	John Martinez	_____
Roland Barrera	_____	Ben Molina	_____
Gil Hernandez	_____	Mike Pusley	_____
Michael Hunter	_____	Greg Smith	_____
Billy Lerma	_____		

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____, 2021, by the following vote:

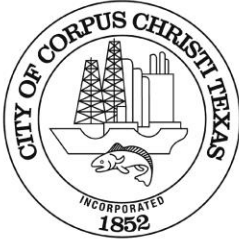
Paulette M. Guajardo	_____	John Martinez	_____
Roland Barrera	_____	Ben Molina	_____
Gil Hernandez	_____	Mike Pusley	_____
Michael Hunter	_____	Greg Smith	_____
Billy Lerma	_____		

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor



AGENDA MEMORANDUM

First Reading Ordinance for the City Council Meeting of August 31, 2021
Second Reading Ordinance for the City Council Meeting of September 7, 2021

DATE: August 2, 2021

TO: Peter Zaroni, City Manager

FROM: Dante Gonzalez, Interim Director of Parks and Recreation Department
DanteG@cctexas.com
(361) 826-5728

"Slow, No Wake Zone" Extension

CAPTION:

Ordinance amending section 12-31 of the City Code regarding no wake zones in the Intracoastal Waterway between Packery Channel and Marker 37; providing for penalty of up to \$500 per violation, severance, publication, and an effective date.

SUMMARY:

Parks and Recreation Department is requesting an amendment to the City Code of Ordinances, Chapter 12, Section 12-31 "Slow, No Wake Zones" to extend the No Wake zone to include the Intracoastal Waterway between Packery Channel and Marker 37.

BACKGROUND AND FINDINGS:

The current ordinance, which was established in 1993, states that all man-made canals adjacent to and through residential developments and the entire width of Packery Channel are designated a "Slow, No Wake Zone".

Since the establishment of the previous ordinance in 1993, conditions in the Packery Channel have changed significantly. The development of improved technology has created faster and more powerful watercraft, development along Marker 37 and the Packery Channel has become denser, and the larger boat population has increased waterway traffic. These changes have resulted in excessive boat wakes which have caused severe damages and injuries to people and damage to other watercraft. Extending the coverage of this ordinance to include the intracoastal waterway will help with mitigating damages and injuries.

Therefore, the Texas Department of Parks and Wildlife (TDPW) is requesting the City to consider amending the "Slow, No Wake zone" ordinance. TDPW enforces City ordinances in accordance with the Texas Parks and Wildlife Code Section 31.092(a) and amending the current ordinance would allow them to enforce the proposed changes under Section 31.092(a). Other partnering agencies will also be able to enforce the regulated waterway speed zone to include the Nueces County Sheriff's Office, Texas Highway Patrol, and the Coast Guard.

ALTERNATIVES:

The alternative would be to not approve this ordinance, resulting in a continued increase of damage and injuries due to excessive boat wakes. Approving the ordinance will help significantly with reducing excessive boat wakes caused by large and powerful watercrafts and waterway traffic.

FISCAL IMPACT:

The fiscal impact for Parks and Recreation Department for FY 2021 is an estimated \$8,000 for materials and installation costs associated with additional signage.

Funding Detail:

Fund:	1020	General Fund
Organization/Activity:	12940	Beach Operations
Mission Element:	141	Manage and Maintain Parks and Recreation Facilities
Project # (CIP Only):		
Account:	520090	Minor Tools & Equip

RECOMMENDATION:

Staff recommends approval of this ordinance amending Section 12-31 of the City Code regarding no wake zones in the Intracoastal Waterway between Packery Channel and Marker 37.

LIST OF SUPPORTING DOCUMENTS:

Ordinance
Presentation

Ordinance amending section 12-31 of the City Code regarding no wake zones in the Intracoastal Waterway between Packery Channel and Marker 37; providing for penalty of up to \$500 per violation, severance, publication, an effective date; with FY 2021 funding in an estimated amount of \$8,000 available through the General Fund for signage installation.

WHEREAS, watercrafts have increase in speed and power, development along Marker 37 and the Packery Channel has become more dense, and the larger boat population has led to increased traffic in the waterway;

WHEREAS, the area along the intracoastal waterway between Marker 37 and the Packery channel has been the location of a number of incidents caused by excessive boat wakes resulting in injuries to citizens and damage to property;

WHEREAS, the Texas Department of Parks and Wildlife enforces city ordinances in accordance with the Texas Parks and Wildlife Code Section 31.092(a) allowing for the governing body of an incorporated city to make rules and regulations relating to the operation of boats which it deems necessary for the public safety;

WHEREAS, the City of Corpus Christi, in conjunction with the Texas Parks and Wildlife Department and the United States Coast Guard seeks to reduce and eliminate any future incidents resulting from excessive boat wakes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS THAT:

SECTION 1. Chapter 12, Boats, Bays and Waterways, Section 31 Slow, No Wake zones of the Corpus Christi Code of Ordinances is hereby amended by adding language that is underlined (added) to the existing text as set forth in this Ordinance. Chapter 12 of the Corpus Christi Code of Ordinances is hereby amended as follows:

Sec. 12-31. Slow, No Wake zones.

- (a) All man-made canals adjacent to and through residential developments and the entire width of Packery Channel from the line between 97 deg. 13 min. 14.037 sec. west, 27 deg. 37 min. 42.48 sec. north and 97 deg. 12 min. 59.069 sec. west, 27 deg. 37 min. 42.409 sec. north, west of the residential development fronting Packery Channel eastward to the point of intersection of the Packery Channel Basin and the Packery Channel Canal at a line extending between 97 deg. 12 min. 42.48 sec. west, 27 deg. 37 min. 1.74 sec. north and 97 deg. 12 min. 44.904 sec. west, 27 deg. 36 min. 57.404 sec. north and Packery Channel from the eastern shore of the Intracoastal Waterway at a line extending between 97 deg. 14 min. 19.5 sec. west, 27 deg. 38 min. 26 sec. north and 97 deg. 14 min. 18.075 sec. west, 27 deg. 38 min. 9.472 sec. north eastward to a line extending between 97 deg. 14 min. 14.13 sec. west, 27 deg. 38 min. 0.014 sec. north and 97 deg. 14 min. 6.4 sec. west, 27 deg. 38 min. 3.169 sec. north and the Intercoastal Waterway between 97 deg. 14 min. 19.5 sec. west, 27 deg. 38 min. 26 sec. north and 97 deg. 14 min. 18.075 sec. west, 27 deg. 38 min. 9.472 sec. north and southwest to a line extending between 97 deg. 14

min. 34.6 sec. west, 27 deg. 37 min. 50 sec. north and 97 deg. 14 min. 30.4 sec. west, 27 deg. 37 min. 48.4 sec. north shall be designated "Slow, No Wake" zones. Cautionary signs warning of sharp curves shall be erected at or near each of the approximately ninety-degree turns in Packery Channel.

- (b) "Slow, No Wake" means the operation of a watercraft at the slowest possible forward speed necessary to maintain steerage and so as to create no breaking wave.
- (c) It shall be unlawful for any person to operate a watercraft in a "Slow, No Wake" zone at any speed in excess of the slowest possible forward speed necessary to maintain steerage or at a speed which creates a breaking wave.
- (d) Any property owners association or group of property owners associated with the residential developments adjacent to and through the man-made canals may purchase, install, and must maintain land based "Slow, No Wake" signs on each side of the manmade canal where the "Slow, No Wake" zone begins. The location, size, and wording of the land-based signs must be coordinated with the city's park and recreation department.
- (e) Any property owners association or group of property owners residing beside the "Slow, No Wake" zone in Packery Channel may purchase, install, and must maintain "Slow, No Wake" signs on land at each of the four (4) corners of the "Slow, No Wake" zone. The location, size, and wording of the land based signs must be coordinated with the city's park and recreation department and any other local governmental authorities.
- (f) No one may be cited for a violation of subsection (c) of this section unless the land based "Slow, No Wake" signs are installed in accordance with subsection (d) of this section in the case of manmade canals adjacent to and through residential developments and subsection (e) of this section in the case of Packery Channel.
- (g) Any property owners association or group of property owners residing adjacent to the "Slow, No Wake" zones described in subsection (a) of this section, may purchase, install and must maintain buoys upon which may be posted a "Slow, No Wake" notice. The placement and type of such "Slow, No Wake" buoys must be coordinated with the city's park and recreation department.
- (h) Any property owners association or group of property owners intending to install "Slow, No Wake" buoys in a navigable water way must comply with all federal regulations regarding United States Coast Guard permission prior to the installation of the buoys.

SECTION 2. 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 3. Publication shall be made in the official publication of the City of Corpus Christi as required by the City Charter of the City of Corpus Christi.

SECTION 4. Penalties are as provided in Section 1-6 of the City Code.

SECTION 5. This ordinance shall go into effect immediately upon publication.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2021, by the following vote:

Paulette M. Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor



Intracoastal Waterway “Slow, No Wake Zone” Extension



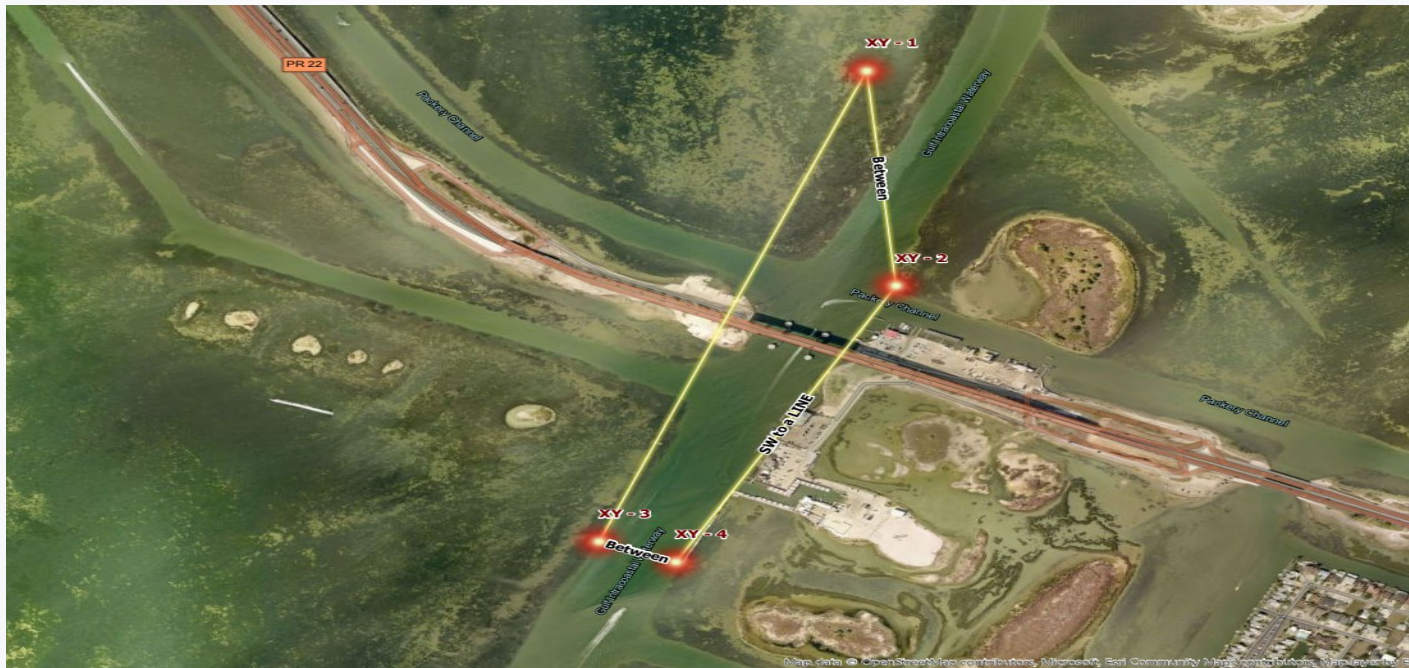
City Council
August 31, 2021



Background



Amendment to Section 12-31 of the City Code regarding “Slow, No Wake zones” in the Intracoastal Waterway between Packery Channel and Marker 37





Original Ordinance



The current ordinance went into effect in 1993 and states all man-made canals adjacent to and through residential developments and the entire width of Packery Channel are designated a “Slow, No Wake zone”.





Background



The state of the waterway between Marker 37 and the Packery Channel has changed significantly since 1993:

- Improved technology has led to more powerful and faster watercraft
- Development along Marker 37 and the Packery Channel has become denser
- Larger boat population has led to increased traffic in the waterway

As a result, witnesses have seen an increase in damage and injuries due to excessive boat wakes:

- Adult female broke her leg when a boat traveling at fast speed created a wake and she was stepping off a boat
- Child standing on her dad's boat flew causing her to hit her face/mouth on steering wheel
- Off-shore boat at high speed created wake causing shrimp boat to rock so violently the mooring post snapped and fell on customers eating at Doc's

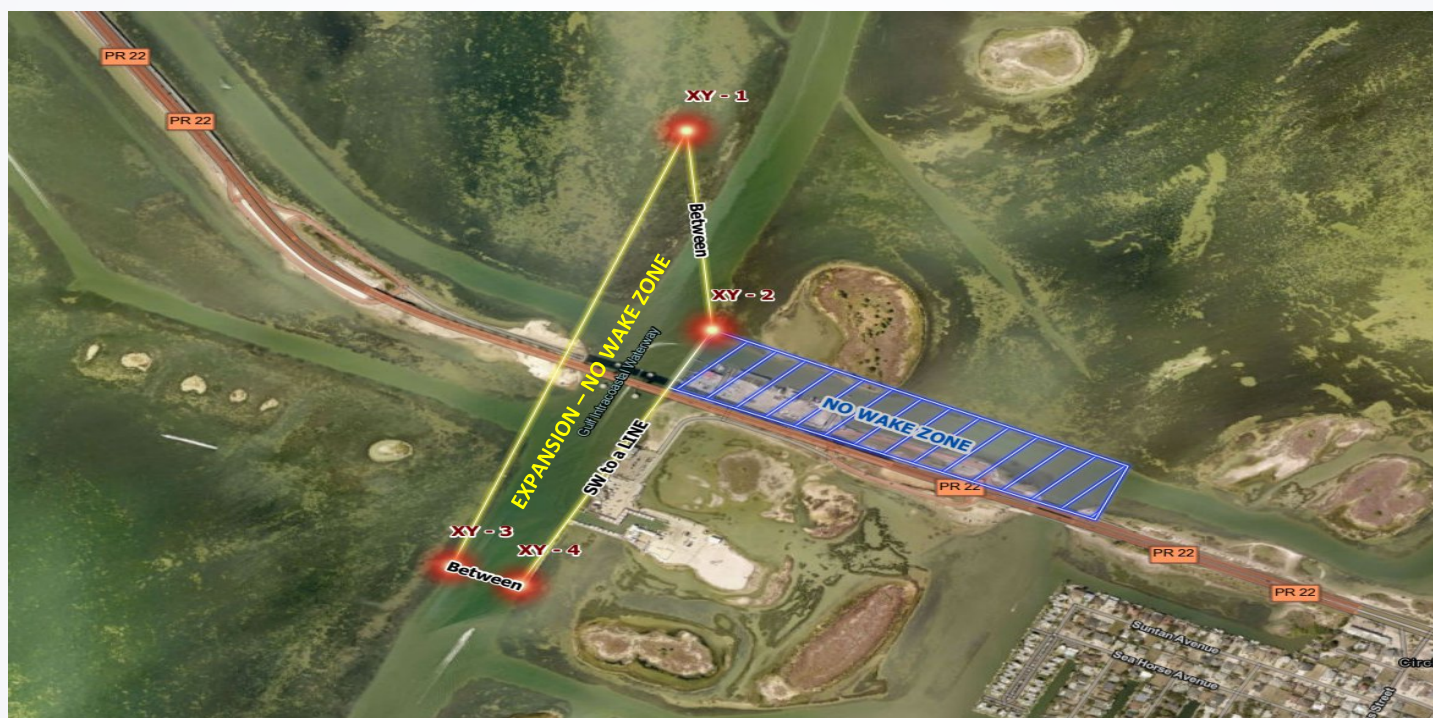




Amended Ordinance



Proposed amendment would expand on the existing “Slow, No Wake zone” to include the Intracoastal Waterway between Packery Channel and Marker 37





Enforcement



- Given the increase in incidents, the Parks and Wildlife Department has requested the City consider amending the “Slow, No Wake zone”.
- Texas Department of Parks and Wildlife enforces City ordinances in accordance with the Texas Parks and Wildlife Code Section 31.092(a)
 - Amending ordinance would allow for enforcement of Slow, No Wake Zone in waterway between Packery Channel and Marker 37
- Through the extension of the “Slow, No Wake Zone” our additional partnering agencies will also be able to enforce the regulated waterway speed zone
 - Nueces County Sheriff’s Department
 - Texas Highway Patrol
 - Coast Guard



Financial Impact



Item	Quantity	Price	Total
Wooden Posts (20ft or larger)	8	\$500 each	\$4,000
Wooden Post installation	8	\$325 each	\$2,600
Large No Wake Signs	4	\$200 each	\$800
Sign installation	4	\$100 each	\$400
Stainless steel Bolts	32	\$6.25 each	\$200
		<u>TOTAL</u>	<u>\$8,000</u>

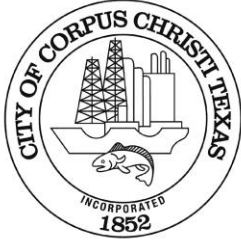


Recommendation



The Island Strategic Action Committee (ISAC) supports the proposed ordinance amendment.

Staff recommends adoption of the amendment to section 12-31 of the City Code regarding no wake zones in the Intracoastal Waterway between Packery Channel and Marker 37.



AGENDA MEMORANDUM

First Reading Item for the City Council Meeting of August 31, 2021
Second Reading Item for the City Council Meeting of September 7, 2021

DATE: August 31, 2021

TO: Peter Zaroni, City Manager

FROM: Jeff Edmonds, P.E., Director of Engineering Services
JeffE@cctexas.com
(361) 826-3851

Commercial Land Lease Agreement with Blue Marlin Holdings, LLC

CAPTION:

Ordinance authorizing the execution of a Commercial Land Lease Agreement with Blue Marlin Holdings, LLC for two tracts of City owned land totaling 1.268-acres for use as a recreational vehicle park called Puerto del Sol RV Park, located at the northern end of North Beach in Council District 1, for a monthly fee in an amount of \$1,225.00 for a five-year term from October 1, 2021 to September 30, 2026.

SUMMARY:

This ordinance authorizes a commercial land lease between the City and Blue Marlin Holdings, LLC from October 1, 2021 to September 30, 2026. The monthly rental fee is \$1,225.00. Approval of lease agreements of City land for more than twelve months require City Council approval.

BACKGROUND AND FINDINGS:

In September 1970, the City of Corpus Christi entered into a five-year lease agreement with Edward E. Hogan for two tracts of City owned land containing a total of 1.268 acres as shown on the attached City Council Exhibit. Tract 1 consisted of 1.068 acres of abandoned railroad right-of-way which later became Timon Boulevard. Tract 2 consisted of 0.20 acres of Lot 7, Block 414, Brooklyn Addition. Both tracts were vacant and not utilized by the City at the time. The properties were not assigned to a City department and were considered unused City right-of-way. Mr. Hogan simultaneously entered into another lease with Guaranty National Bank and Trust for 2.055 acres adjacent to both City tracts. The 2.055 acres and the City's 1.068 acres were combined and developed into what was known as the Fiesta del Sol RV Park at North Beach.

The City's lease with Mr. Hogan, which was renewable by mutual agreement of the parties, continued at a monthly rental fee of \$85.00. On September 16, 1986, the City Council approved a new lease agreement with Fiesta del Sol, Inc. for the same two tracts. The lease was for a four-year term at the monthly rental fee of \$400.00. The lease expired on September 15, 1990. At that time, Mr. Hogan sold his interest in the park to Mr. Ernest C. Sims. Mr. Sims continued his lease with the City on a month-to-month basis at the rental rate of \$450.00 based on the terms and conditions of the lease with Mr. Hogan.

The 2.055-acre property, which comprises the main area of the RV park, was purchased by BBC Capital, Ltd. in 2006. The RV Park continued operation under the lease with Mr. Sims at the monthly rate of \$450.00. In 2010, BBC took over the operation of the RV park as Puerto del Sol RV Park and requested that the City enter into a new lease agreement with them for 20 years comprised of four consecutive five-year terms.

On January 11, 2011, City Council approved Ordinance No. 028914 allowing the City and BBC to enter into the initial five-year lease agreement. As per the lease, each renewal of a new five-year term would require City Council approval. City staff negotiated a monthly fee of \$550.00 for the first five years based on the land value of the City's 1.268 acres at \$110,000.00 in 2011.

On December 15, 2015, City Council tabled the Commercial Land Lease Renewal Agreement (2016 to 2020) to have the lease rate studied. Rate studies were conducted but were inconclusive due to lack of comparable sales and lease data in the North Beach area. Subsequently, the lease rate has remained the same and the term has been month-to-month.

In July 2021, a representative of BBC contacted respective City staff notifying them that they were considering selling the RV park along with the leasing rights to the two City tracts to Blue Marlin Holdings, LLC.

On July 1, 2021, an appraisal was conducted to determine a fee-simple market value and a lease market value. The "as is" market value annual ground lease appraisal for Tract 1 (1.068 acre) is \$5,621.00 per month and for Tract 2 (0.20 acre) is \$3,920.00 per month for a total combined value of \$9,541.00 per month. An agreement using these values could not be reached. City staff re-evaluated the lease value and applied adjustments to the appraisal value based on flooding, highest and best-use, and size, shape, and location.

On August 26, 2021, BBC Capital Ltd. finalized sale of the property to Blue Marlin Holdings, LLC. Therefore, the City is entering into a commercial land agreement with the new property owner. A proposed monthly lease rate of \$1,225.00 has been agreed upon by Blue Marling Holdings, LLC. and the City. The lease would earn \$14,700.00 in FY 2022 compared to \$6,600.00 in FY 2021.

ALTERNATIVES:

The City could opt to terminate the current month-to-month agreement which will cause BBC Capital, Ltd. to terminate activities at the location and the city would have to maintain the area.

FISCAL IMPACT:

There is no fiscal impact in FY 2021. If approved, the fiscal impact in FY 2022 is an annual amount of \$14,700.00 to be appropriated to the General Fund.

FUNDING DETAIL:

Fund:	1020 General Fund
Organization/Activity:	11020 General Government
Mission Element:	888 Revenues
Project # (CIP Only):	n/a
Account:	343400 Property Rentals

RECOMMENDATION:

City staff recommends passage of the Ordinance approving the five-year lease agreement with Blue Marlin Holdings, LLC.

LIST OF SUPPORTING DOCUMENTS:

Location Maps
Ordinance
Appraisal
Lease Agreement

Ordinance authorizing the execution of a Commercial Land Lease Agreement with Blue Marlin Holdings, LLC for two tracts of City owned land totaling 1.268-acres for use as a recreational vehicle park called Puerto del Sol RV Park, located at the northern end of North Beach in Council District 1, for a monthly fee in an amount of \$1,225.00 for a five-year term from October 1, 2021 to September 30, 2026.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. That the City Manager or designee is hereby authorized to execute a five-year commercial land lease with Blue Marlin Holdings, LLC for a 1.068-acre tract of land and a 0.20-acre tract of land located at the northern end of North Beach at 5100 Timon Boulevard for use in a recreational vehicle park and approving the cash rental fee of \$1,225.00 per month for the five-year term of October 1, 2021, to September 30, 2026.

SECTION 2. The City Manager or designee is delegated authority to approve assignments of this Lease to subsequent purchasers of the RV park currently known as Puerto Del Sol RV Park.

SECTION 3. This ordinance is effective upon final approval by the City Council, in compliance with the City Charter of the City of Corpus Christi.

That the foregoing ordinance was read for the first time and passed to its second reading on this the _____ day of _____, 2021, by the following vote:

Paulette M. Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2021, by the following vote:

Paulette M. Guajardo _____

John Martinez _____

Roland Barrera _____

Ben Molina _____

Gil Hernandez _____

Mike Pusley _____

Michael Hunter _____

Greg Smith _____

Billy Lerma _____

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor

COMMERCIAL LAND LEASE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES §

THIS AGREEMENT is made and entered into by and between the **City of Corpus Christi**, a Texas home-rule municipal corporation (hereinafter referred to as “City”), and **Blue Marlin Holdings, LLC**, with its office and principal place of business at PO Box 6731, Corpus Christi, Texas 78466, (“hereinafter referred to as “Lessee”).

1. Premises.

a. In consideration of the rents herein, City leases to Lessee Tract I containing 1.068 acres of land more or less and Tract II containing .20 acres of land more or less, situated in Nueces County, Texas, (together “Premises”) as shown on the attached **Exhibit A**.

b. This Lease is made subject to all valid oil, gas, and mineral Leases and all pipeline transmission and all other rights-of-way of record, all easements of record, and all restrictions and regulations set forth in the Corpus Christi Code of Ordinances affecting the property.

c. Lessee assumes the sole responsibility for the entire cost and construction of any and all improvements that it requires for the Premises.

2. Permitted Uses.

a. The Premises may only be used for the operation of a Recreational Vehicle (RV) or Travel Trailer Park and for related activities normal and customary to such business. Lessee shall not use or operate nor cause, suffer, or allow all or any part of the Premises to be used as a private residence or home site.

b. The Premises must be operated as a public accommodation at all times, without any limitation and no discrimination based on age, race, religion, color, sex, disability, national origin or other unreasonable limitation or private membership requirement, at nondiscriminatory rates, which must be prominently posted on the campground. Lessee must comply with all Federal, State, and local laws, rules, and regulations, including all applicable Americans with Disability Act (ADA) requirements.

3. Term. The term of this Lease shall be five years, unless sooner terminated under another section of this Lease. The Lease begins **October 1, 2021 and ends September 30, 2026**.

4. Payment.

a. For and in consideration of the rights and privileges granted in this Lease, Lessee agrees to pay the City a monthly rent of **\$1,225.00** for the Premises. The monthly payments for the term of the lease shall be due and payable without demand or notice in equal monthly installments on the first day of each month beginning October 1, 2021.

b. The rental payment must be made to City at the following address:

City of Corpus Christi
Accounts Receivable Division
P.O. Box 9277
Corpus Christi, Texas 78469-9277

c. Lessee is “delinquent” or “in default” if the City has not received Lessee’s rental payment on or before 5:00 p.m. on the 10th day of the month following the calendar month for which the rental obligation accrues. If the 10th day falls on a weekend or a holiday, payment may be tendered on the first business day thereafter. **Any payment received after the deadline stated above will be assessed a Late Fee of six percent of the monthly payment.** Lessee’s failure to pay the amount due or provide the amount due within five days after the City so requests in writing is grounds to terminate this Lease.

5. Move-In Condition. Lessee has inspected the Leased Premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this Lease. City has made no express or implied warranties as to the physical or environmental condition of the Premises.

6. Move-out Condition.

a. At the time the Lease ends, Lessee will surrender the Premises in the same condition as when received. “Surrender” is defined as vacating the Leased Premises and returning all keys and access devices to the City. Lessee will leave the Leased Premises in a clean condition free of all trash, debris, personal property, hazardous material, and environmental contaminants.

b. If Lessee leaves any personal property in the Leased premises after Lessee surrenders possession of the Leased Premises, the City may (1) require Lessee, at Lessee’s expense, to remove the personal property by providing written notice to Lessee; or (2) retain such personal property as forfeited property to the City.

c. The City may require the Lessee, upon move-out and at Lessee’s expense, to remove, without damage to the Leased Premises, any or all fixtures that were placed on the Leased Premises by or at the request of the Lessee. Any fixtures that the City does not require Lessee to remove become the property of the City and must be surrendered to City at the time the Lease ends.

7. Peaceful Enjoyment. Lessee may peacefully have, hold and enjoy the Premises, subject to the other terms hereof and subject to Lessee paying the rentals herein recited and performing all of its covenants and agreements herein.

8. Financing.

a. City recognizes that Lessee may borrow funds to construct Structures or Buildings, or for other purposes, secured by a first lien on security which includes Lessee's interest in the Structures and Buildings and the Leasehold estate for the Premises. The fee simple estate of City in the surface estate burdened by Lessee's Leasehold estate must not be subject to such lien, and the lien instrument must contain the following language, or other similar language, approved by the City Attorney:

"Lender agrees that the lien created by this instrument is effective only as to the Leasehold estate of _____, as Lessee, by and between the City of Corpus Christi, as Lessor, and _____ as Lessee, and that this instrument does not affect the fee simple interest in the Premises owned by the City of Corpus Christi."

b. In the event of any foreclosure by any holder of a lien or liens on the Structures of Buildings and the Leasehold estate in the Premises, such lienholder or other purchaser at foreclosure and its successors and assigns shall succeed to all rights, privileges, and duties of Lessee, including without limitation, the duty to pay rent.

9. Utilities. Lessee must pay all costs of all gas, electricity, water, wastewater or other utilities furnished to or used by Lessee on the Premises.

10. Improvements.

a. Lessee shall provide on the Premises good roads, drainage, sanitary sewer system, restroom facilities, electrical system, potable water system, and individual campsites to fully utilize the Premises as permitted in section 2 and as required by all other provisions of this Lease.

b. All construction and repairs on the Premises must be done in accordance with Federal, State, and local codes, laws, and regulations.

c. Any physical additions or other improvements made to the Premises by Lessee will remain Lessee's property during the duration of the lease. If Lessee is not in default upon termination of lease or move-out, Lessee may remove any such improvements so long as the removal does not damage the underlying surface estate.

11. Special Permit Compliance. As a condition of this lease, Lessee agrees to keep the leased Premises and the entire Travel Trailer Park in compliance at all times with the terms and conditions of the Special Permit (SP) granted under Ordinance No. 9909 dated September 2, 1970, which is attached as **Exhibit B**.

12. Maintenance and Repairs.

a. Lessee must clean, landscape and maintain the Premises to preserve the natural terrain and growth. Lessee must keep the Premises free from debris and refuse and must maintain the Premises in a clean and sanitary condition at all times.

b. Lessee must safely maintain the Structures, Buildings, and Utility Services and regulate their use and occupancy so that there is no hazard or danger to the persons or property on or at the Premises. Further, Lessee's use and occupancy of the Structures and Buildings must comply with all applicable federal, state, and local laws, rules, and regulations. If Lessee's construction, use or maintenance of any Structures or Building causes any damage to the Premises, Lessee must repair or replace the Premises to the equivalent improvement existing prior to the damage. At lease termination and move-out, Lessee must deliver the Premises in good order and condition. Upon such termination, City has the right to reenter and resume possession of the Premises.

13. Entry for Inspection. City, by its officers, agents, employees, or representatives, may enter upon any and all parts of the Premises at all reasonable times to inspect said conditions of the Premises.

14. Sanitation. Lessee must store garbage and trash in designated areas within the Premises and must use dumpster type containers as the larger collection facilities. Such containers must be housed in a small building, screened, or at appropriately landscaped area(s), at Lessee's expense. The garbage container area must be landscaped and maintained by Lessee. Lessee must obtain garbage pickup to keep Premises free from odor and pests. Nothing must be stored outside either the dumpster itself or the dumpster housing.

15. Signs and Lighting. Exterior signs and lighting must meet acceptable architectural standards and be in compliance with applicable building code requirements.

16. Hurricane Preparedness. If the Corpus Christi area is threatened by a hurricane or some other emergency situation, Lessee must comply with directives of the City Manager or designee pursuant to the City's Hurricane Preparedness Plan.

17. Non-discrimination. Lessee warrants that it is and will continue to be an equal opportunity employer and hereby covenants that no employee or customer will be discriminated against because of race, religion, sex, age, disability, creed, color, or national origin. Violation of this provision is grounds for the City to immediately terminate this Lease. Lessee shall provide all services and activities required to comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

18. Legal Use. Lessee must not occupy or use or permit any portion of the Premises to be occupied or used, for any business or purpose which is unlawful, or deemed to be disreputable, or a nuisance or hazardous.

19. Assignment or Sub-Lease.

a. In accordance with the City Charter of the City of Corpus Christi, and specifically Article IX of the City Charter, any assignment of this Lease requires prior approval by ordinance of the City Council. In authorizing this Lease, City Council, by ordinance, has delegated authority to the City Manager or designee to approve assignments of this Lease to subsequent purchasers of the travel trailer park currently known as Puerto Del Sol RV Park.

b. Lessee may not assign this Lease, either in whole or in part, without the prior written consent of the City Manager or designee. Any attempted assignment without the prior written consent of the City renders this Lease null and void.

c. In the event this Lease is assigned, then each provision, term, covenant, obligation, and condition required to be performed by Lessee will be binding upon any assignee. Any failure of assignee to strictly comply with each provision, term, covenant, obligation, and condition herein will render this Lease null and void.

20. Default.

a. **Default of Lessee.** If Lessee fails to pay the rent due hereunder or defaults in performing any other term, covenant or condition of this Lease, the City may, after 15 days written notice to Lessee, declare this Lease terminated, and City staff may immediately reenter the Premises and remove all persons without legal process and without prejudice to any of its other legal rights. Lessee expressly waives (1) all claims for damages by reason of such reentry and (2) all claims for damages due to any distress warrants or proceedings of sequestration to recover the rent or possession of the Premises from Lessee. The City may not declare this Lease terminated if, within 15 days after notice of any default, Lessee fully cures such default.

b. **Default of City.** If City defaults in the performance of any covenant or agreement herein contained, which continues for 30 days after Lessee's written notice to the City Manager as set out below, then Lessee may declare the Lease ended and may vacate said Premises and owe no further rent and have no further obligations under this Lease.

c. A waiver by either Party of any breach or breaches of any of the provisions of this Lease is not deemed a continuing breach as long as the default continues.

d. If correction of any default reasonably requires a period exceeding 30 days, the non-defaulting Party will grant a reasonable extension.

21. Attorney's Fees. In the event Lessee defaults in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease, and City places the enforcement of this Lease or any part thereof, or the collection of any rent due or to become due hereunder or recovery of the possession of the demised premises, in the hands of an attorney, or files suit upon same, Lessee agrees to pay City reasonable attorney's fees and payment of the same shall be secured in a like manner as herein provided as to security for rent.

22. Waiver. Failure of City to declare any default immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but City shall

have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder either at law or in equity.

23. Bankruptcy. If voluntary bankruptcy proceedings are initiated by anyone to adjudge Lessee as bankrupt, or if execution is issued against it, or if the interest of Lessee in this contract passes by operation of law to any person other than the City, this Lease may, at the option of the City, be terminated by notice addressed to Lessee at the Premises and posted in the United States mail.

24. Abandonment. If the Premises are abandoned or vacated by Lessee, City may Lease the premises again for the remainder of the period covered hereby, and if the rent received through such subletting is not equal to the guaranteed rent provided for hereunder, Lessee shall pay and satisfy any deficiencies between amount of the rent called for and that received through subletting by the City.

25. Notice and Addresses.

a. All notices, demands, requests, or replies provided for or permitted by this Lease must be in writing and may be delivered by any one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified mail, return receipt requested, postage prepaid to the addresses stated below; (3) by email; or (4) by deposit with an overnight express delivery service at:

If to City:

City of Corpus Christi
Attn: Director of Engineering Services
P.O. Box 9277
Corpus Christi, Texas 78469-9277

If to Lessee:

Blue Marlin Holdings, LLC
Attn: Gabriel Goodman
PO Box 6731
Corpus Christi, Texas 78466

b. Notice deposited with the United States Postal Service in the manner described above is deemed effective on the third day after deposit.

c. Notice by overnight express delivery service is deemed effective one business day after transmission to the overnight express carrier.

d. Either party may change the address to which notice is sent by using a method set out in this section. Lessee shall notify the City of an address change within 10 days after the address is changed.

26. Modifications. No changes or modifications to the Lease may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.

27. Insurance.

a. Lessee must provide, prior to execution of the Lease, a Commercial General Liability Policy in the amounts and types of coverage shown on the Insurance Requirements, attached and incorporated as **Exhibit C**. Lessee's insurance company(ies) must provide the City certificate(s) of insurance 30 days prior to the annual anniversary date of the Effective Date of the Lease, which shows the level and type of insurance. Lessee's insurance company(ies) must also provide the City 30 days notice, by certified mail, prior to cancellation, non-renewal, or material change in the insurance policy(ies). All notices must be sent to the City at the address stipulated in Section 25.

b. The City's Risk Manager will annually assess the level and types of insurance required by the Lease. The Risk Manager can increase or decrease the level or types of insurance by giving Lessee notice not less than 60 days prior to the annual anniversary date of the Effective Date of the Lease. Lessee has 30 days to procure the changed insurance limits and provide written proof of insurance to the City.

28. Indemnity.

a. In consideration of allowing Lessee to use the Premises, Lessee ("Indemnitor") covenants to fully indemnify, defend and hold harmless the City, its officers, agents, representatives, and employees (collectively, "Indemnitees") from and against any and all liability, loss, damages, claims, demands, suits, and causes of action of any nature whatsoever asserted against or recovered from City on account of injury or damage to person including, without limitation on the foregoing, premises defects, workers' compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part: (1) Lessee's performance under this Lease; (2) Lessee's use of the Premises and any and all activities associated the Lessee's use of the Premises under this Lease; (3) the violation by Lessee, its officers, employees, agents, or representatives or by Indemnitees, or any of them, of any law, rule, regulation, ordinance, or government order of any kind pertaining, directly or indirectly, to this Lease; (4) the exercise of rights under this Lease; or (5) an act or omission on the part of Lessee, its officers, employees, agents, or representatives or of Indemnitees, or any of them, pertaining to this Lease, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the sole, contributing or concurrent negligence of Indemnitees, or any of them, and including all expenses of litigation, court costs, and attorneys' fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident. Lessee covenants and agrees that, if City is made a party to any litigation against Lessee or in any litigation commenced by any party, other than Lessee relating to this Lease, Lessee shall, upon receipt of reasonable notice regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend City in all actions based thereon with legal counsel satisfactory to the City Attorney, and pay all charges of attorneys and all other costs and expenses of any kind whatsoever arising from any the liability, injury, damage, loss, demand, claim, or action.

b. **Lessee covenants and agrees that in the event the City is made a party to any litigation against Lessee or in any litigation commenced by any party other than Lessee relating to this Lease, Lessee must defend City and Indemnitees with counsel satisfactory to City.**

29. Taxes. Lessee must pay all taxes and all other licenses and fees required to operate and maintain operations which Lessee's use of the Premises cause to be assessed against the Premises and any Fixed Assets or Personal Property appurtenant thereof, prior to the due date.

30. Interpretation.

a. This Lease must be interpreted according to the Texas laws which govern the interpretation of contracts. Venue lies in Nueces County, where this Lease was entered into and will be performed.

b. The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision.

31. Force Majeure. No party to this Lease shall be liable for delays or failures in performance due to any cause beyond their control including, without limitation, any delays or failures in performance caused by strikes, lock outs, fires, acts of God or the public enemy, common carrier, severe inclement weather, riots, or interference by civil or military authorities. The delays or failures to perform extend the period of performance until these exigencies have been removed. The Lessee shall inform the City in writing of proof of the force majeure within three business days or otherwise waive this right as a defense.

32. Entire Agreement. This Lease and the exhibits incorporated and attached constitute the entire agreement between the City and Lessee for the use granted. All other agreements, promises and representations with respect thereto, unless contained in this Lease, are expressly revoked, as it is the parties' intent to provide for a complete understanding within the provisions of the document, and the exhibits incorporated and attached hereto, the terms, conditions, promises, and covenants relating to Lessee's commercial operations and the Premises to be used in the conduct of said operations. The unenforceability, invalidity, or illegality of any provision of this Lease does not render the other provision unenforceable, invalid, or illegal.

33. Relationship of Parties. This Lease establishes a landlord/tenant relationship, and no other relationship. This Lease must be construed conclusively in favor of that relationship. In performing this Lease, both the City and Lessee will act in an individual capacity and not as agents, representatives, employees, employers, partners, joint-ventures, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

34. Not for Benefit of Third Parties. This Lease is only for the benefit of the City and Lessee, and no third party has any rights or claims under this Lease or against the City.

35. Termination. This Lease may be terminated by the City upon 90 days notice to Lessee.

36. Governmental Immunity. This Agreement is to perform a governmental function solely for the public benefit.

37. Acknowledgement. The parties expressly agree that they have each independently read and understood this Lease. By Lessee's execution of this Lease, Lessee acknowledges and understands that this Lease is not binding on the City until properly authorized by the Council and executed by the City Manager or designee.

EXECUTED this _____ day of _____, 2021 by the authorized representatives of the parties.

LESSEE

Blue Marlin Holdings, LLC

Gabriel Goodman

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2021, by
Gabriel Goodman, as _____, of Blue Marlin Holdings, LLC.

Notary Public, State of Texas

LESSOR

CITY OF CORPUS CHRISTI, TEXAS

Jeff H. Edmonds, P.E.
Director of Engineering Services

ATTEST:

Rebecca Huerta, City Secretary

STATE OF TEXAS §
 §
COUNTY OF NUECES §

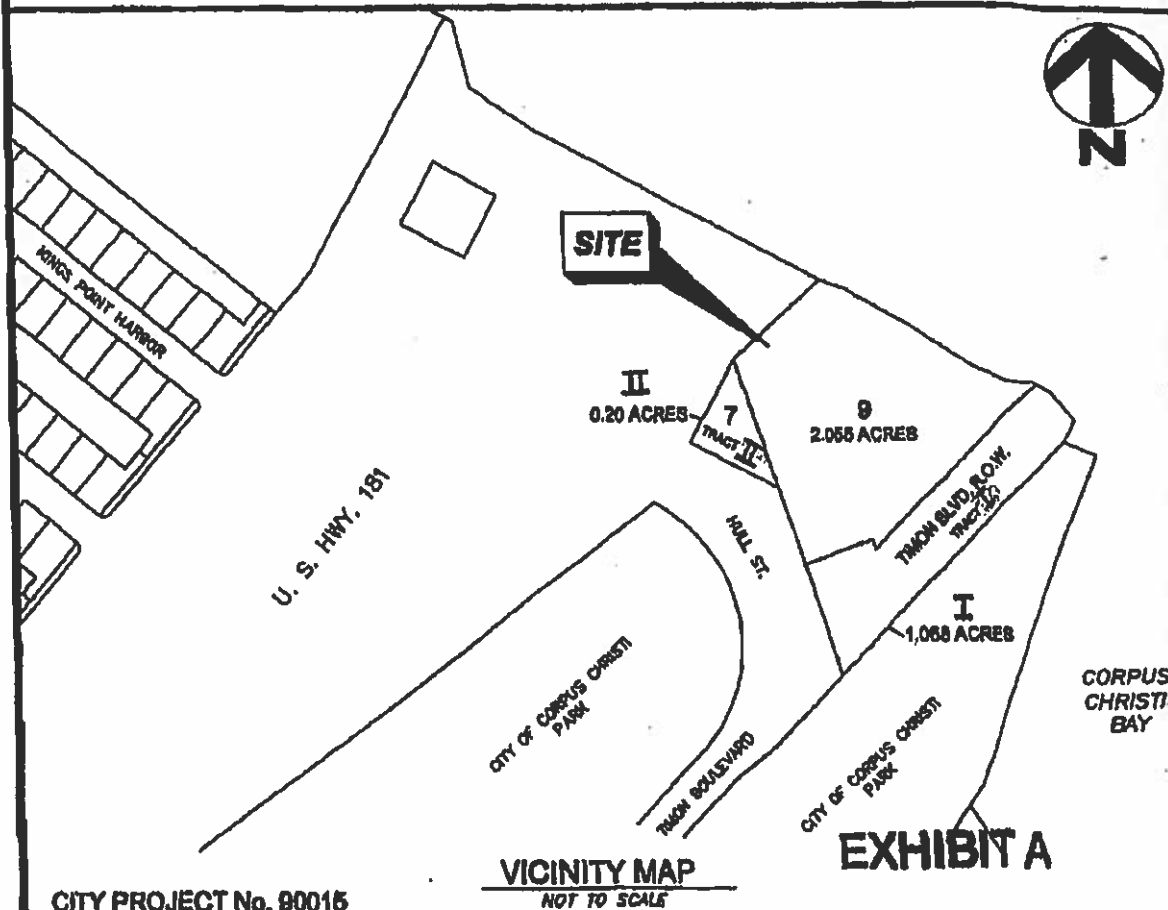
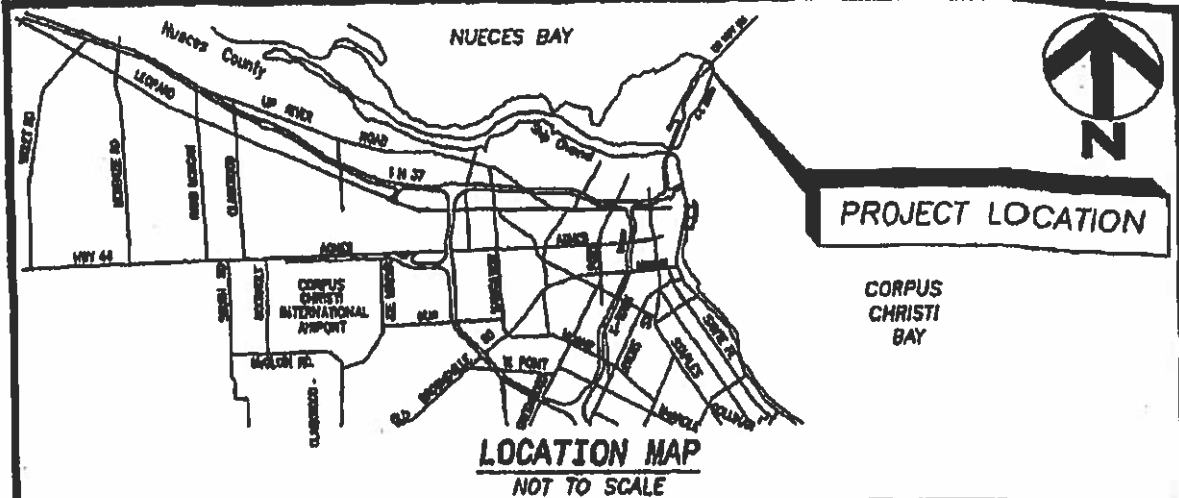
This instrument was acknowledged before me on _____, 2021,
by Jeff H. Edmonds, Director of Engineering Services of the City of Corpus Christi, a Texas
home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO LEGAL FORM

FOR THE CITY ATTORNEY

Janet Whitehead, Assistant City Attorney



CITY PROJECT No. 90015

**COMMERCIAL LAND LEASE
TRACTS I & II
NORTH BEACH, CORPUS CHRISTI, TX**

CITY COUNCIL EXHIBIT
CITY OF CORPUS CHRISTI, TEXAS
DEPARTMENT OF ENGINEERING SERVICES
PAGE: 1 of 1
DATE: 10/02/2008



AN ORDINANCE

AMENDING THE ZONING ORDINANCE OF THE CITY OF CORPUS CHRISTI ADOPTED ON THE 27TH DAY OF AUGUST, 1937, APPEARING OF RECORD IN VOLUME 9, PAGES 565, ET SEQ, OF THE ORDINANCE AND RESOLUTION RECORDS, AS AMENDED FROM TIME TO TIME AND PARTICULARLY AS AMENDED BY ORDINANCE NO. 6106, AS AMENDED, UPON APPLICATION OF THE CITY OF CORPUS CHRISTI BY GRANTING A SPECIAL COUNCIL PERMIT FOR OPERATION OF A TRAVEL TRAILER PARK ON A 2.83-ACRE TRACT OF LAND LOCATED IN BROOKLYN ADDITION, BLOCK 414, LOTS 1, 3 AND 5, AND THE GIVENS TRACT, PLUS THE STREET RIGHT OF WAY OF TIMON BOULEVARD LOCATED ON THE NORTH END OF CORPUS CHRISTI BEACH, WEST OF TIMON PARKWAY (RAILROAD RIGHT OF WAY), EAST OF HIGHWAY 181, NORTH OF HULL STREET TO CORPUS CHRISTI BAY, IN THE CITY OF CORPUS CHRISTI, NUECES COUNTY, TEXAS, IN COMPLIANCE WITH THE CONDITIONS LISTED IN THE ANNEXED EXHIBIT "A", AND AS MORE FULLY DESCRIBED ON THE APPROVED SITE PLAN, ATTACHED HERETO AND MADE A PART HEREOF; KEEPING IN EFFECT ALL OTHER PROVISIONS OF THE EXISTING ORDINANCE AS AMENDED; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND DECLARING AN EMERGENCY.

WHEREAS, THE ZONING AND PLANNING COMMISSION HAS FORWARDED TO THE CITY COUNCIL ITS REPORTS AND RECOMMENDATIONS CONCERNING THE APPLICATION OF THE CITY OF CORPUS CHRISTI FOR AMENDMENT TO THE ZONING MAP OF THE CITY OF CORPUS CHRISTI; AND

WHEREAS, PUBLIC HEARING WAS HELD AT WHICH HEARING ALL PERSONS WISHING TO APPEAR AND BE HEARD WERE HEARD, TO CONSIDER THE SAME BEFORE THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, IN ACCORDANCE WITH PROPER NOTICE TO THE PUBLIC, SAID PUBLIC HEARING HAVING BEEN HELD ON JULY 22, 1970, AT REGULAR COUNCIL MEETING OF THE CITY COUNCIL IN THE COUNCIL CHAMBER AT CITY HALL IN THE CITY OF CORPUS CHRISTI; AND

WHEREAS, BY MOTION DULY MADE, SECONDED AND CARRIED, IT WAS DECIDED BY THE CITY COUNCIL THAT TO APPROVE THE HEREINAFTER SET FORTH AMENDMENT WOULD BEST SERVE PUBLIC HEALTH, NECESSITY AND CONVENIENCE AND THE GENERAL WELFARE OF THE CITY OF CORPUS CHRISTI AND ITS CITIZENS:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. THAT THE ZONING ORDINANCE OF THE CITY OF CORPUS CHRISTI, TEXAS, PASSED ON THE 27TH DAY OF AUGUST, 1937, APPEARING OF RECORD IN VOLUME 9, PAGES 565, ET SEQ, OF THE ORDINANCE AND RESOLUTION RECORDS, AS AMENDED FROM

TIME TO TIME, AND IN PARTICULAR AS AMENDED BY ORDINANCE No. 6106, AS AMENDED, BE AND THE SAME IS HEREBY AMENDED BY MAKING THE CHANGE HEREINAFTER SET OUT.

SECTION 2. THAT A SPECIAL COUNCIL PERMIT BE GRANTED FOR OPERATION OF A TRAVEL TRAILER PARK ON A 2.83-ACRE TRACT OF LAND LOCATED IN BROOKLYN ADDITION, BLOCK 414, LOTS 1, 3 AND 5, AND THE GIVENS TRACT, PLUS THE STREET RIGHT OF WAY OF TIMON BOULEVARD, LOCATED ON THE NORTH END OF CORPUS CHRISTI BEACH, WEST OF TIMON PARKWAY (RAILROAD RIGHT OF WAY), EAST OF HIGHWAY 181, NORTH OF HULL STREET TO CORPUS CHRISTI BAY, IN THE CITY OF CORPUS CHRISTI, NUECES COUNTY, TEXAS, AS MORE FULLY DESCRIBED ON THE SITE PLAN, APPROVED BY THE PLANNING COMMISSION, A COPY OF WHICH SITE PLAN IS ATTACHED HERETO AND MADE A PART HEREOF, SUBJECT TO ALL OTHER REQUIREMENTS OF "B-4" DISTRICT.

THE SPECIAL COUNCIL PERMIT HEREIN GRANTED SHALL BE CONDITIONED ON THE FULL AND CONTINUOUS COMPLIANCE BY THE PERMITTEE WITH ALL TERMS AND CONDITIONS AS TO CONSTRUCTION, USE AND OPERATION OF THE TRAVEL TRAILER PARK DETAILED IN EXHIBIT "A", A COPY OF WHICH IS ANNEXED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF FOR ALL PURPOSES. IN THE EVENT THE BOARD OF ADJUSTMENT GRANTS, ORDERS OR PERMITS ANY USE, CHANGE, ALTERATION, IMPROVEMENT, VARIANCE OR SPECIAL EXCEPTION AS TO THE SUBJECT PROPERTY, THIS SPECIAL PERMIT SHALL THEREUPON BECOME NULL AND VOID AND OF NO FORCE AND EFFECT WHATSOEVER. THE SPECIAL PERMIT GRANTED HEREIN MAY BE CANCELLED BY ORDER OR ORDINANCE OF THE CITY COUNCIL EFFECTIVE AFTER 30 DAYS FROM THE DATE OF PUBLICATION OF SUCH ORDER OR ORDINANCE.

SECTION 3. THAT THE OFFICIAL ZONING MAP OF THE CITY OF CORPUS CHRISTI, TEXAS, BE, AND THE SAME IS HEREBY AMENDED AS HEREIN ORDAINED.

SECTION 4. THAT THE ZONING ORDINANCE AND MAP OF THE CITY OF CHRISTI, TEXAS, APPROVED ON THE 27TH DAY OF AUGUST, 1937, AS AMENDED FROM TIME TO TIME, EXCEPT AS HEREIN CHANGED, SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION 5. THAT ALL ORDINANCE OR PARTS OF ORDINANCES IN CONFLICT HERewith ARE HEREBY EXPRESSLY REPEALED.

SECTION 6. THAT THE NECESSITY OF IMMEDIATELY MAKING AFORESAID CHANGE FOR THE PURPOSE OF MAINTAINING AT ALL TIMES A COMPREHENSIVE ZONING ORDINANCE FOR THE CITY OF CORPUS CHRISTI CREATES A PUBLIC EMERGENCY AND

AN IMPERATIVE PUBLIC NECESSITY REQUIRING THE SUSPENSION OF THE CHARTER RULE THAT NO ORDINANCE OR RESOLUTION SHALL BE PASSED FINALLY ON THE DATE OF ITS INTRODUCTION AND THAT SUCH ORDINANCE OR RESOLUTION SHALL BE READ AT THREE SEVERAL MEETINGS OF THE CITY COUNCIL, AND THE MAYOR HAVING DECLARED THAT SUCH EMERGENCY AND NECESSITY EXIST, AND HAVING REQUESTED THE SUSPENSION OF THE CHARTER RULE AND THAT THIS ORDINANCE BE PASSED FINALLY ON THE DATE OF ITS INTRODUCTION AND TAKE EFFECT AND BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, IT IS ACCORDINGLY SO ORDAINED, THIS THE 2nd DAY OF

Sept, 1970.

ATTEST:

D. Ray King
CITY SECRETARY

James Macdonald
MAYOR
THE CITY OF CORPUS CHRISTI, TEXAS

APPROVED:

2nd DAY OF September, 1970:

James R. Riggs
ACTING CITY ATTORNEY

EXHIBIT "A"

THE FOLLOWING ARE THE SPECIAL PERMIT CONDITIONS:

1. THAT THE AREA BE LIMITED TO MOBILE CAMPERS OR TRAVEL TRAILERS WHICH ARE DESIGNED AS A VEHICULAR AUTOMOBILE STRUCTURE BUILT ON A CHASSIS OR A CAMPER FOLDING STRUCTURE MOUNTED ON WHEELS, BOTH DESIGNED TO BE USED AS TEMPORARY DWELLINGS FOR TRAVEL RECREATION AND CAMPING USE. BOTH SUCH TYPES MAY BE DEPENDENT OR INDEPENDENT TRAILERS WHICH MAY REQUIRE SUCH SERVICES AS BUILDINGS FOR TOILETS, SHOWERS OR BATHING, AND LAVATORY FACILITIES.
2. ACCESS TO THE MOBILE CAMPER OR TRAVEL TRAILER PARK SHALL BE FROM AN ARTERIAL HIGHWAY OR SECONDARY THOROUGHFARE. THE NUMBER AND LOCATION OF ACCESS DRIVES SHALL BE CONTROLLED FOR SAFETY AND PROTECTION OF PERSONAL PROPERTY. NO MOBILE CAMPER OR TRAVEL TRAILER SPACES SHALL BE DESIGNED FOR DIRECT ACCESS TO A STREET OUTSIDE THE PREMISES OF THE MOBILE CAMPER OR TRAVEL TRAILER PARK. INTERIOR ACCESS DRIVES SHALL BE AT LEAST 24 FEET IN WIDTH, SURFACED, AND MAINTAINED IN A SMOOTH HARD AND DENSE SURFACE WHICH SHALL BE WELL DRAINED.
3. THERE SHALL BE NO MINIMUM LOT AREA FOR A MOBILE CAMPER OR TRAVEL TRAILER SPACE IN A MOBILE CAMPER OR TRAVEL TRAILER PARK EXCEPT THAT MOBILE CAMPERS SHALL BE SO HARBORED ON EACH SPACE THAT THERE SHALL BE AT LEAST A 10-FOOT UNOBSTRUCTED CLEARANCE BETWEEN MOBILE CAMPERS PROVIDED, HOWEVER, THAT NO PART OF A MOBILE CAMPER OR TRAVEL TRAILER SHALL BE LOCATED CLOSER THAN 20 FEET TO ANY BUILDING WITHIN THE PARK NOR CLOSER THAN 5 FEET TO ANY ACCESS DRIVE, NOR 25- FEET TO ANY ABUTTING PUBLIC STREET OR HIGHWAY. THERE SHALL BE NO MORE THAN 25 MOBILE CAMPERS OR TRAVEL TRAILER SPACES PER ACRE OF GROSS SITE AREA.
4. EACH MOBILE CAMPER OR TRAVEL TRAILER SPACE SHALL PROVIDE SUFFICIENT PARKING AND MANEUVERABILITY SPACE SO THE PARKING, LOADING OR MANEUVERING OF TRAILERS INCIDENTAL TO PARKING SHALL NOT NECESSITATE THE USE OF ANY PUBLIC STREET, SIDEWALK OR RIGHT-OF-WAY OR ANY PRIVATE GROUNDS NOT PART OF THE MOBILE CAMPER OR TRAVEL TRAILER PARK.
5. IN ALL MOBILE CAMPERS OR TRAVEL TRAILER PARKS THERE SHALL BE AT LEAST ONE RECREATION AREA WHICH SHALL BE ACCESSIBLE FROM ALL SPACES. THE SITE OR SITES OF SUCH RECREATION AREA OR AREAS SHALL TOTAL NOT LESS THAN EIGHT PERCENT OF THE GROSS SITE AREA OR 2,500 SQUARE FEET, WHICHEVER IS GREATEST.
6. OUTSIDE LIGHTING SHALL BE ERRECTED IN SUCH A MANNER THAT IT NOT BE DETRIMENTAL TO OR PROJECT ONTO ADJACENT PROPERTIES AND ANY OUTDOOR ADVERTISING SHALL BE RESTRICTED BY THE ZONING DISTRICT IN WHICH THE PARK IS SITUATED.
7. AN ACCESSIBLE, ADEQUATE, SAFE, AND POTABLE SUPPLY OF WATER SHALL BE PROVIDED IN EACH MOBILE CAMPER OR TRAVEL TRAILER PARK. WHERE A PUBLIC SUPPLY OF WATER OF SATISFACTORY QUANTITY, QUALITY, AND PRESSURE IS AVAILABLE, CONNECTION SHALL BE MADE THERETO, AND ITS SUPPLY USED EXCLUSIVELY AND SHALL MEET ALL STANDARDS OF THE CITY OF CORPUS CHRISTI PLUMBING ORDINANCE. EACH MOBILE CAMPER OR TRAVEL TRAILER PARK SHALL BE PROVIDED WITH ONE OR MORE EASILY ACCESSIBLE WATER SUPPLY OUTLETS FOR FILLING TRAILER WATER STORAGE TANKS. SUCH WATER SUPPLY OUTLETS SHALL CONSIST OF AT LEAST A WATER HYDRANT AND THE NECESSARY APPURTENANCES.
8. A CENTRAL SERVICE BUILDING CONTAINING THE NECESSARY TOILET AND OTHER PLUMBING FIXTURES SPECIFIED SHALL BE PROVIDED IN MOBILE CAMPER OR TRAVEL TRAILER PARKING AREAS WHICH PROVIDE PARKING SPACES FOR DEPENDENT

TRAILERS. SERVICE BUILDINGS SHALL BE CONVENIENTLY LOCATED WITHIN A RADIUS OF APPROXIMATELY 300 FEET TO THE SPACES TO BE SERVED.

No. of PARKING SPACES	TOILETS		URINALS	LAVATORIES		SHOWERS		OTHER FIXTURES
	MEN	WOMEN	MEN	MEN	WOMEN	MEN	WOMEN	
1-15	1	1	1	1	1	1	1	1 SERVICE
16-30	1	2	1	2	2	1	1	SINK WITH
31-45	2	2	1	3	3	1	1	A FLUSHING
46-60	2	2	1	3	3	2	2	RIM
61-80	3	4	2	4	4	2	2	
81-100	3	4	2	4	4	3	3	

FOR PARKING AREAS HAVING MORE THAN 100 TRAVEL TRAILER SPACES THERE SHALL BE PROVIDED: 1 ADDITIONAL TOILET AND LAVATORY FOR EACH SEX PER EACH ADDITIONAL 30 TRAILER SPACES; 1 ADDITIONAL SHOWER FOR EACH SEX PER EACH ADDITIONAL 40 TRAILER SPACES AND 1 ADDITIONAL MEN'S URINAL PER EACH ADDITIONAL 100 TRAILER SPACES.

ALL ROOMS CONTAINING SANITARY OR LAUNDRY FACILITIES SHALL:

- A) HAVE SOUND RESISTANT WALLS EXTENDING TO THE CEILING BETWEEN MALE AND FEMALE SANITARY FACILITIES, WALLS AND PARTITIONS AROUND SHOWERS, BATHTUBS, LAVATORIES AND OTHER PLUMBING FIXTURES SHALL BE CONSTRUCTED OF DENSE, NON-ABSORBENT, WATER PROOF MATERIAL OR COVERED WITH MOISTURE RESISTANT MATERIAL;
- B) HAVE AT LEAST ONE WINDOW OR SKYLIGHT FACING DIRECTLY TO THE OUTDOORS. THE MINIMUM AGGREGATE GROSS AREA OF WINDOWS FOR EACH REQUIRED ROOM SHALL BE NOT LESS THAN 10 PERCENT OF FLOOR AREA SERVED BY THEM;
- C) HAVE AT LEAST ONE WINDOW WHICH CAN BE EASILY OPENED OR A MECHANICAL DEVICE WHICH WILL ADEQUATELY VENTILATE THE ROOM.

TOILETS SHALL BE LOCATED IN SEPARATE COMPARTMENTS EQUIPPED WITH SELF-CLOSING DOORS. THE SHOWER STALLS SHALL BE OF INDIVIDUAL TYPE. THE ROOMS SHALL BE SCREENED TO PREVENT DIRECT VIEW OF THE INTERIOR WHEN THE EXTERIOR DOORS ARE OPEN.

HOT AND COLD WATER SHALL BE FURNISHED TO EVERY LAVATORY, SINK, BATH-TUB, SHOWER AND LAUNDRY FIXTURE, AND COLD WATER SHALL BE FURNISHED TO EVERY WATER CLOSET AND URINAL.

A SANITARY STATION SHALL BE PROVIDED CONSISTING OF AT LEAST A TRAPPED 4" SEWER RISER PIPE, CONNECTED TO THE MOBILE CAMPER OR TRAVEL TRAILER PARK AREA SEWERAGE SYSTEM SURROUNDED AT THE INLET END BY A CONCRETE APRON SLOPED TO THE DRAIN, AND PROVIDED WITH A SUITABLE HINGE COVER; AND A WATER OUTLET, WITH THE NECESSARY APPURTENANCES, CONNECTED TO THE PARK AREA, WATER SUPPLY SYSTEM TO PERMIT PERIODIC WASHDOWN OF THE IMMEDIATE ADJACENT AREAS. EACH MOBILE CAMPER OR TRAVEL TRAILER PARK SHALL BE PROVIDED WITH A MINIMUM SANITARY STATION IN THE RATIO OF AT LEAST ONE FOR EVERY 100 TRAILER SPACES OR A FRACTIONAL PART THEREOF. SUCH SANITARY STATIONS SHALL BE SCREENED FROM OTHER ACTIVITIES BY VISUAL BARRIERS SUCH AS FENCES, WALLS, OR NATURAL GROWTH AND SHALL BE SEPARATED FROM ANY TRAILER SPACE BY A DISTANCE OF AT LEAST 50 FEET.

9. WHEN AN ELECTRICAL WIRING SYSTEM IS PROVIDED, IT SHALL CONSIST OF APPROVED FIXTURES, EQUIPPED AND APPURTENANCES, WHICH SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE ELECTRICAL CODE AND REGULATIONS GOVERNING SUCH SYSTEMS.

10. STORAGE, COLLECTION AND DISPOSAL OF REFUSE IN THE MOBILE CAMPER OR TRAVEL TRAILER PARK AREA SHALL BE SO CONDUCTED AS TO CREATE NO

HEALTH HAZARDS, RODENT HARBORAGE, INSECT BREEDING AREAS, ACCIDENT OR FIRE HAZARDS, OR AIR POLLUTION. ALL REFUSE SHALL BE STORED IN FLYTIGHT, WATER-TIGHT AND RODENT PROOF CONTAINERS, WHICH SHALL BE LOCATED NOT MORE THAN 150 FEET FROM ANY TRAILER SPACE.

11. THE MOBILE CAMPER OR TRAVEL TRAILER PARK AREA SHALL BE SUBJECT TO THE RULES AND REGULATIONS OF THE CORPUS CHRISTI FIRE PREVENTION AUTHORITY.

12. THE PERSON TO WHOM THIS SPECIAL PERMIT IS ISSUED SHALL AT ALL TIMES OPERATE THE MOBILE CAMPER OR TRAVEL TRAILER PARK IN COMPLIANCE WITH THIS ORDINANCE AND SHALL PROVIDE ADEQUATE SUPERVISION TO MAINTAIN THE MOBILE CAMPER AND TRAVEL TRAILER PARK AREA, ITS FACILITIES, AND KEEP EQUIPMENT IN GOOD REPAIR AND IN A CLEAN AND SANITARY CONDITION AT ALL TIMES.

13. EVERY OWNER OR OPERATOR OF A MOBILE CAMPER OR TRAVEL TRAILER PARK AREA SHALL MAINTAIN A REGISTER CONTAINING A RECORD OF ALL TRAILERS AND OCCUPANTS. SUCH REGISTER SHALL BE AVAILABLE TO ANY AUTHORIZED PERSON INSPECTING THE MOBILE CAMPER OR TRAVEL TRAILER PARK AREA AND SHALL BE PRESERVED FOR A PERIOD OF THREE YEARS. SUCH REGISTER SHALL CONTAIN (A) THE NAMES AND PERMANENT ADDRESSES OF ALL TRAILER OCCUPANTS; (B) THE MAKE, MODEL AND LICENSE NUMBER OF THE TRAILER AND TOW VEHICLE; AND (C) THE DATES OF ARRIVAL AND DEPARTURE OF A TRAILER OR ITS OCCUPANTS.

Corpus Christi, Texas

2nd day of September, 19 70

TO THE MEMBERS OF THE CITY COUNCIL
Corpus Christi, Texas

For the reasons set forth in the emergency clause of the foregoing ordinance, a public emergency and imperative necessity exist for the suspension of the Charter rule or requirement that no ordinance or resolution shall be passed finally on the date it is introduced, and that such ordinance or resolution shall be read at three meetings of the City Council; I, therefore, request that you suspend said Charter rule or requirement and pass this ordinance finally on the date it is introduced, or at the present meeting of the City Council.

Respectfully,


MAYOR

THE CITY OF CORPUS CHRISTI, TEXAS

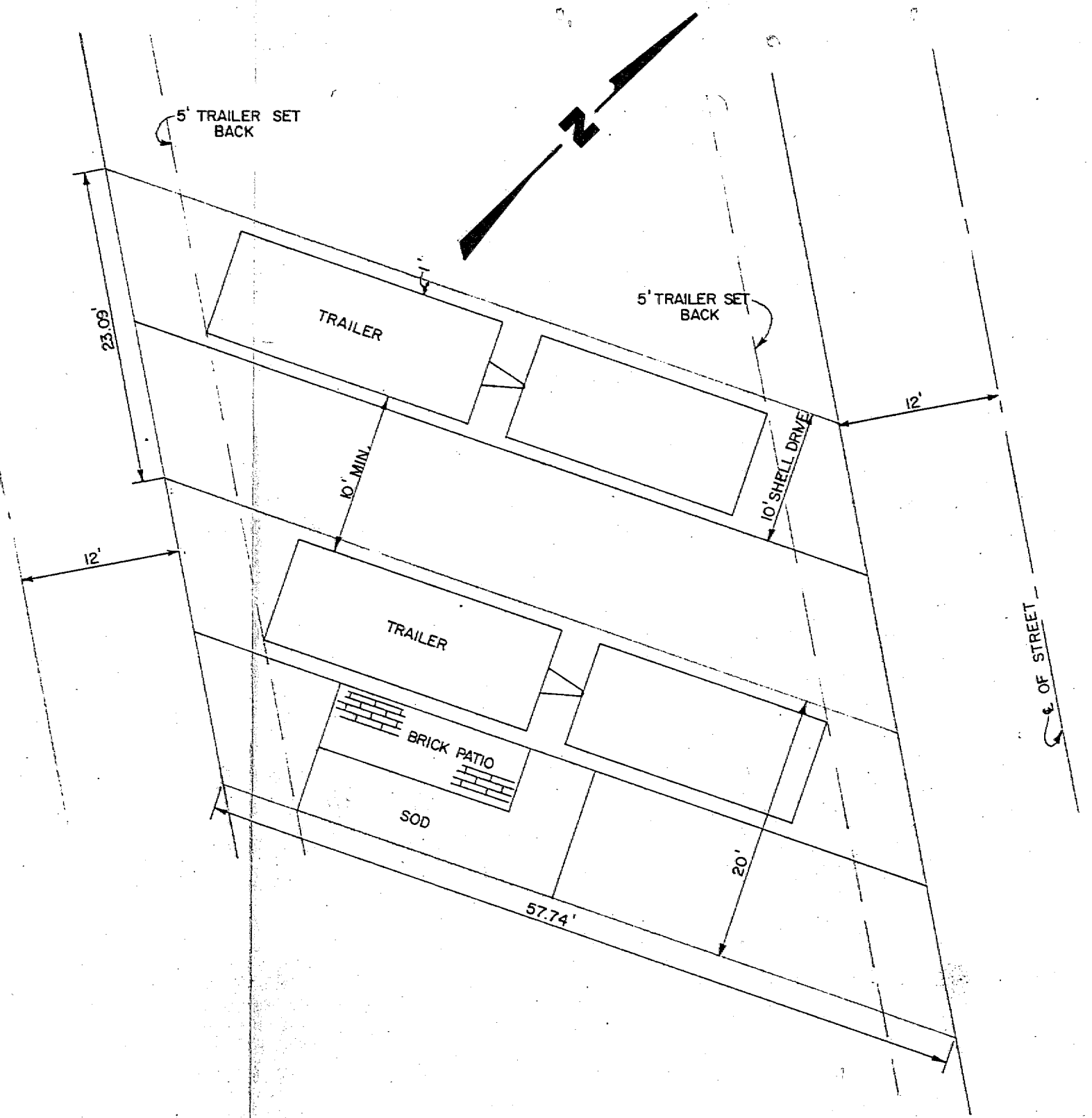
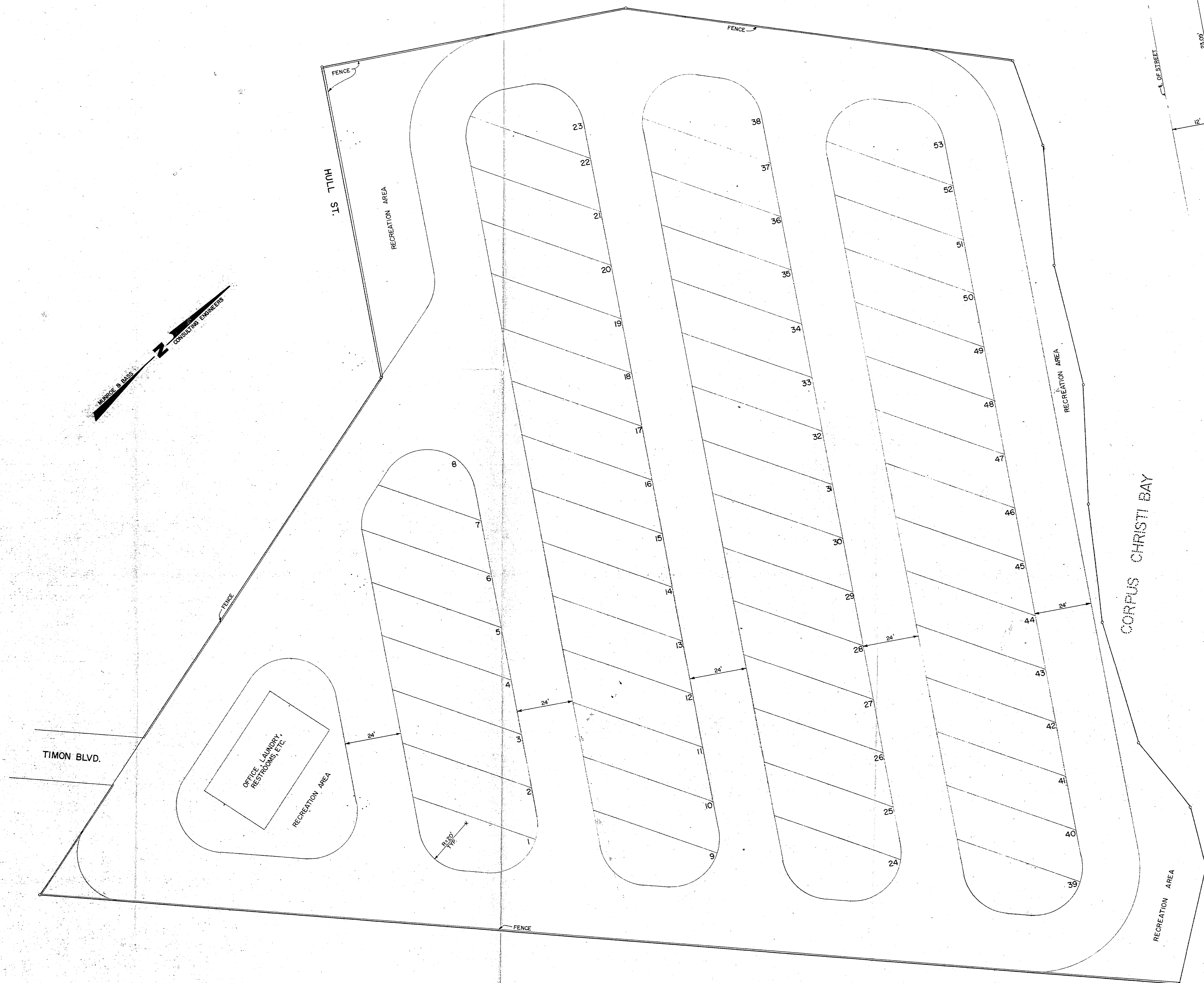
The Charter rule was suspended by the following vote:

Jack R. Blackmon	<u>Aye</u>
Gabe Lozano, Sr.	<u>Aye</u>
V. A. "Dick" Bradley, Jr.	<u>Aye</u>
Eduardo E. de Ases	<u>Aye</u>
Ken McDaniel	<u>Absent</u>
W. J. "Wrangler" Roberts	<u>Aye</u>
Ronnie Sizemore	<u>Aye</u>

The above ordinance was passed by the following vote:

Jack R. Blackmon	<u>Aye</u>
Gabe Lozano, Sr.	<u>Aye</u>
V. A. "Dick" Bradley, Jr.	<u>Aye</u>
Eduardo E. de Ases	<u>Aye</u>
Ken McDaniel	<u>Absent</u>
W. J. "Wrangler" Roberts	<u>Aye</u>
Ronnie Sizemore	<u>Aye</u>

MUNROE & BASS
CONSULTING ENGINEERS



TYPICAL SITE PLAN
SCALE: 1"=10'

NO.		REVISIONS		DATE		APPROVED	
SITE PLAN							
HOGAN'S CAMPSTOP							
CORPUS CHRISTI BEACH							
MUNROE & BASS							
CONSULTING ENGINEERS							
P.O. BOX 6397 CORPUS CHRISTI, TEXAS							
SURVEYED BY: TG	SCALE: 1"=20'	DATE:					
DESIGN BY: MB		JOB NO: 549					
DRAWN BY: MB, RS		DRAWING NO:					
CHECKED BY:		SHEET	OF				

EXHIBIT C

INSURANCE REQUIREMENTS

I. LESSEE'S LIABILITY INSURANCE

- A. Lessee must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Lessee must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Lessee must furnish to the City's Risk Manager and Contract Administer one copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability Including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
PERSONAL PROPERTY INSURANCE (if applicable)	Lessee, at their own expense, shall be responsible for insuring all owned, leased or rented personal property.

- C. In the event of accidents of any kind related to this agreement, Lessee must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Lessee must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Lessee will be promptly met.
- B. Lessee shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Lessee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.

- C. Lessee shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Lessee shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:
- City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277
- D. **Lessee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than 10 calendar days advance written notice for nonpayment of premium.
- E. Within five calendar days of a suspension, cancellation, or non-renewal of coverage, Lessee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Lessee's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Lessee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Lessee to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Lessee hereunder until Lessee demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Lessee may be held responsible for payments of damages to persons or property resulting from Lessee's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Lessee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2021 Insurance Requirements
Ins. Req. Exhibit - Legal
Lease Agreement – Puerto Del Sol

Tasador, Inc.
P. O. Box 81492
Corpus Christi, Texas 78468-1492
(361) 852-3246 FAX (361) 852-3246

APPRAISAL REPORT

Valuation Of
Tract I containing 1.068 acre located along the north side of Timon Boulevard
And
Tract II containing 0.20 acre located at the northeast corner of
Timon Boulevard and Hull Street, Corpus Christi, Nueces County, Texas
Project 90015 - North Beach

Date of Value
July 1, 2021

"AS IS" MARKET VALUE OPINION - TRACT I
\$840,000
\$18.00/SF

ANNUAL GROUND LEASE RENT ESTIMATE
\$67,457
\$1.45/SF

"AS IS" MARKET VALUE OPINION - TRACT II
\$50,000
\$5.40/SF

ANNUAL GROUND LEASE RENT ESTIMATE
\$3,920
\$0.45/SF

Prepared for

City of Corpus Christi
Mr. Bobby C. Harraid
Property and Land Acquisition Manager
1201 Leopard Street
Corpus Christi, Texas 78401

TASADOR, INC.
TAX ID# 74-2600857

Tasador, Inc.
P. O. Box 81492
Corpus Christi, Texas 78468-1492
(361) 852-3246 FAX (361) 852-3246

July 15, 2021

T-21-775C

City of Corpus Christi
Mr. Bobby C. Harraid
Property and Land Acquisition Manager
1201 Leopard Street
Corpus Christi, Texas 78401

Re: Valuation of Tract I containing 1.068 acre and located along the north side of Timon Boulevard and Tract II containing 0.20 acre located at the northeast corner of Timon Boulevard and Hull Street, Corpus Christi, Nueces County, Texas

Mr. Harraid:

As requested, an appraisal of the above referenced real properties has been completed. The purpose of this report is to estimate the Market Value of the “As Is” Fee Simple Estate interest of both tracts as of July 1, 2021, the date of inspection of the subject. In addition, we have estimated the Market Ground Lease estimate of the tracts as of the date of inspection, July 1, 2021. The appraisal, as set forth, is subject to any terms or conditions stated within this letter of transmittal, the body of the report, or the Assumptions and Limiting Conditions contained in the addenda.

Special Assumptions and Conditions

- ***The appraiser performed a visual inspection by walking the tracts and gathering information about the physical characteristics of the property that are relevant to the valuation problem. The sizes was taken from information provided by the client.***
- 1. ***As per requirement of Uniform Standards of Professional Practice within the Ethics Rule and pertaining to Conduct. Prior to accepting an assignment, the appraiser must disclose to the client and in the report certification any services regarding the subject property performed by the appraiser within the prior three years, as an appraiser or in any other capacity. This allows the client to determine potential conflicts, if any. It has been disclosed to the client that the appraiser has not provided any appraisal services or any other services in the prior three years before accepting the assignment.***
- ***These limiting conditions and special assumptions, the value analysis and conclusions are based on current and historical market conditions as of the date of value July 1, 2021. The appraiser cannot be held responsible for unforeseeable events that alter market conditions subsequent to the effective dates of appraisal.***
- ***The Coastal Bend continues to have several large Port Industry projects along the ship channel that should bolster the economy and prevent any appreciable decline in the overall market. While forecasting is an integral part of the appraisal process, the future economic conditions are difficult to predict. The appraisal process uses predominantly historical data which has shown a steady growth pattern the last 24-36 months in all real estate sectors. However, the regional economic outlook is in a “wait and see” mind set. Therefore, the appraisal analysis herein takes a cautiously optimistic outlook when applying the approaches to value with a forecast of stabilizing trends..***

Page 2

Mr. Bobby C Harraid

The subject consists of two tracts. Tract I does not have an account with the Nueces County Appraisal District, thus we were not able to identify the legal description nor the size of the tract. The information provided by the client states the area of Tract I to be 46,522 square feet or 1.068 acre. This tract has beach frontage along its north boundary.

Tract II has a legal description of Lot 7, Block 414, Brooklyn Addition, Corpus Christi, Nueces County, Texas and an area of 8,708 square feet or 0.20 acre.

Both tracts are a portion of Puerto Del Sol RV Park which has more than 50 recreational vehicle spaces plus a recreation room. The RV park has been in operation since the early 1970's.

The purpose of this valuation is to arrive at a Fee Simple Market Value of the property to determine the Market Lease Rate for the subject as if vacant. Market Lease Rate is the current rental rate that a space or property would likely command in the open market, indicated by current rents or rates of return based on market value paid for comparable space/property within a given market. A lease executed at the market lease rate is said to be "at market" or "market rate." Leases with rental rates greater than or less than the prevailing market rate are said to be "above market" or "below market, respectively.

This report has been prepared in compliance with the standards set forth by the Texas Real Estate Commission, Controller of the Currency, Federal Deposit Insurance Corporation, FIRREA and USPAP.

By reason of investigation and analysis of data contained in this report, the "*As Is*" *Market Value* of Tract I as of July 1, 2021, is:

\$840,000

\$18.00/SF

The *Ground Lease Market Rate Estimate* of Tract I as of July 1, 2021, is:

\$67,457

\$1.45/SF

By reason of investigation and analysis of data contained in this report, the "*As Is*" *Market Value* of Tract II as of July 1, 2021, is:

\$50,000

\$5.40/SF

The *Ground Lease Market Rate Estimate* of Tract II as of July 1, 2021, is:

\$3,920

\$0.45/SF

The following report contains factual data upon which the value estimate is based and has been presented in consideration of the guidelines outlined above.

Respectfully Submitted,



Carl Bob Hellums
TX-1320362-G

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EXECUTIVE SUMMARY

PROPERTY KNOWN AS	Tract I - 1.068 Acre and Tract II - 0.20 Acre	
STREET ADDRESS	Tract I containing 1.068 acre is located along the north side of Timon Boulevard. Tract II containing 0.20 acre located at the northeast corner of Timon Boulevard and Hull Street Corpus Christi, Nueces County, Texas	
LEGAL DESCRIPTION:	Tract 1 - No legal description Tract II - Lot 7, Block 414, Brooklyn Addition, Corpus Christi, Nueces County, Texas.	
SITES:		
Tract I		
Shape	Irregular	
Size	46,522 Sq. Ft. - 1.068 acre	
Zoning	RM-AT, Multi-Family Residential - Tourist Area District	
Highest and Best Use	Multi-Family	
Utilities	All available	
Tract II		
Shape	Triangular	
Size	8,712 Sq. Ft. - 0.20 acre	
Zoning	RM-AT, Multi-Family Residential - Tourist Area District	
Highest and Best Use	Multi-Family	
Utilities	All available	
DATE OF INSPECTION:	July 1, 2021	
DATE OF THE REPORT:	July 15, 2021	
"AS IS" DATE OF VALUE:	July 1, 2021	
VALUE INDICATIONS		
Sales Comparison Approach - Tract I	\$840,000	\$18.00/SF
Sales Comparison Approach - Tract II	\$ 50,000	\$5.40/SF
Annual Market Ground Lease Rate - Tract I	\$67,457/Year	(\$1.45/SF)
Annual Market Ground Lease Rate - Tract II	\$ 3,920/Year	(\$0.45/SF)

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View looking northwest toward subject from Timon Boulevard



View looking northeast toward subject from Hull Street



View looking northwest along Timon Blvd. Subject on right



View looking east along Timon Blvd. Subject on left

CERTIFICATION

I certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
1. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
2. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. Carl Bob Hellums has made a personal inspection of the property that is the subject of this report.
10. No one provided significant professional assistance to the persons signing this report.

July 15, 2021



Carl Bob Hellums
TX-1320362-G

ASSUMPTIONS AND LIMITING CONDITIONS

General Conditions

1. Except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared; however, portions of this appraisal report shall not be given to third parties without prior written consent of the signatory of this appraisal report. Further, neither all nor part of this appraisal shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatory of this appraisal report.
2. That the term market value, as used herein, is defined within the United States Treasury Department, OCC (Office of the Comptroller of the Currency) 12 CFR Part 34.42 as: *"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus."* Please see the body of this report for a full definition of market value.
3. That the date of value to which the opinions expressed in this report apply is set forth in the letter of transmittal. The appraiser assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinions herein stated.
4. That no opinion is intended to be expressed for legal matters or that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, although such matters may be discussed in the report.
5. That no opinion as to title is rendered. Data on ownership and the legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements and restrictions, except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management and available for its Highest and Best Use.
6. That no engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area were taken from sources considered reliable, and no encroachment of real property improvements is assumed to exist.
7. That maps, plats and exhibits included herein are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.
8. That no opinion is expressed as to the value of subsurface oil, gas or mineral rights, and that the property is not subject to surface entry for the exploration or removal of such materials, except as is expressly stated.
9. That if this appraisal is used for mortgage loan purposes, the appraiser invites attention to the fact that the equity cash requirements of the lender have not been analyzed; the loan ratio has not been suggested; and the amortization method and term have not been suggested.
10. That if this appraisal has been limited at the request of the client for valuation of fractional property interest, the reported value or values herein relate to only its fractional interest in the real estate involved, and that the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.

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Court Or Hearing Testimony

11. That testimony or attendance in court or at any other hearing is not required by reason of rendering this appraisal, unless such arrangements are made at a reasonable time in advance.
12. That if the date of value used herein is the date of trial, the appraiser reserves the right to consider and evaluate additional data that becomes available between the date of this report and the date of trial and to make any adjustments to the value opinions that may be required.

Title Report

13. That if the title report was made available to the appraiser, he assumes no responsibility for such items of record not disclosed by his normal investigation. However, the appraiser does not render an opinion on title and it is considered good for the purposes of this report.

Soil Or Geological Conditions

14. That no detailed soil studies covering the subject property were available to the appraiser. Therefore, premises as to soil qualities employed in this report are not conclusive but have been considered consistent with information available to the appraiser.
15. That since earthquakes, floods, tornadoes and other potentially dangerous natural phenomenon are possible from time to time in the area, no responsibility is assumed, due to their possible affect on individual properties, unless detailed geological reports are made available.

Vacant Land

16. That the appraiser has personally inspected the subject property and finds no obvious evidence of deficiencies, except as stated in this report. However, no responsibility for hidden defects or conformity to specific governmental requirements such as zoning, fire, building and safety, earthquake, tornado, flooding, etc. can be assumed without provisions of specific professional or governmental inspections.
17. That if this appraisal involves an analysis of differing geographical portions of the subject tract or tracts relative to their potential uses and values, the reported value or values relate to the whole, and the sum of the parts may or may not equal the value of the property as a whole.

Improved Property

18. That the appraiser has personally inspected the subject property and finds no obvious evidence of structural deficiencies, except as stated in this report. However, no responsibility for hidden defects or conformity to specific governmental requirements such as zoning, flood, fire, building and safety, earthquake or occupancy codes can be assumed without provisions of specific professional or governmental inspections.
19. That although no termite inspection report was available, the appraisers personally inspected the subject property and found no significant evidence of termite damage or infestation.
20. That no consideration has been given in this appraisal to personal property located on the premises, or to the cost of moving or relocating such personal property; only the real property has been considered.

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21. That consideration of equipment is as stated within the report. And if consideration has been given in this appraisal to certain items of equipment located on the property and itemized herein, they are considered in the property valuation.
22. That building and rental areas herein have been provided by the client or reliable sources and are believed to have been calculated in accord with standards developed by the American Standards Association as included in the Real Estate Appraisal Terminology.
23. That income and expense data that was relied upon were provided by the client or sources that are felt to be reliable and no responsibility is assumed for other correctness.
24. That the improvements are assumed to be within the lot lines and in accordance with local zoning and building ordinances.
25. That, unless otherwise stated in the report, the subject property is assumed to be free of all hazardous materials affecting, or with the potential to affect said property. The appraiser is unqualified to detect the presence of all hazardous materials, including asbestos and Urea-Formaldehyde foam insulation, and therefore assumes no responsibility for the presence of, or costs associated with the detection of such materials. The presence of hazardous materials could affect the value estimated by this appraisal.

Property Identification

The subject property contains two non-contiguous tracts. Tract I contains 1.068 acre and is located along the north side of Timon Boulevard. Tract II contains 0.20 acre and is located at the northeast corner of Timon Boulevard and Hull Street, Corpus Christi, Nueces County, Texas. This valuation is to determine the value of both tracts to arrive at a Market Lease Rate.

Purpose of Appraisal

The purpose of this ***Appraisal Report***, at the request of the client, City of Corpus Christi, is to estimate the “**As Is**” **Market Value Opinion** of the property as of the appraisal date. We have valued the subject property based on current market conditions assuming a fee simple estate. We also derived a Market Lease Rate for both tracts.

Intended Use & User

The intended use of this appraisal is reportedly to meet the decision making requirements of the intended user/client, the City of Corpus Christi. The final value estimated is strictly subject to the report being used for this function.

Value and Property Rights Definitions

USPAP Market Value: Market Value is defined within the United States Treasury Department, OCC (Office of the Comptroller of the Currency) 12 CFR Part 34.42 as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. buyer and seller are typically motivated.*
- 2. both parties are well informed or well advised, and acting in what they consider their own best interest;*
- 3. a reasonable time is allowed for exposure in the open market;*
- 4. payment is made in cash in United States dollars or in terms of financial arrangements comparable thereto;*
- and*
- 5. the price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

Fee Simple Estate: Fee Simple Estate, as used in this report, is defined by The Dictionary of Real Estate Appraisal, Fourth Edition, 2012, published by the American Institute of Real Estate Appraisers as:

"absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat."

Reasonable Exposure Time Opinion

According to USPAP 2016-2017 Edition, published by ©The Appraisal Foundation, Effective January 1, 2016 exposure time may be defined as follows: ***"The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; retrospective opinion based upon an analysis of past events assuming a competitive and open market."***

To determine an estimated exposure time, the appraiser utilized the various Multiple Listing Service Area Market Survey. Exposure time is estimated at 12 months.

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OWNERSHIP HISTORY

There is no data sheet from the Nueces County Appraisal District (NCAD) for Tract I. It is assumed that it has been under the ownership of the City of Corpus Christi in excess of five years.

Tract II does have an account with the NCAD and indicates it is under the ownership of the City of Corpus Christi in excess of five years. Both tracts were not listed for sale as of the date of this valuation.

APPRAISAL SCOPE

All three approaches to value were considered in concluding a value for the subject.

The traditional appraisal process has been followed, which consists of several stages. The first stage is the definition of the problem, which includes the identification of the real estate involved, the property rights to be valued, the date of the value estimate, use of the appraisal, and the definition of value and limiting conditions.

The second stage of this process is preliminary analysis and data collection. This analysis considers the four factors affecting most properties; that is, social, economic, governmental, and environmental forces which affect each property differently and are a direct influence on value. Comparable data on land sales, cost factors and depreciation, similar improved sales, comparable rentals, income and expense factors, and the relevant capitalization and discount factors are gathered and studied in this stage of the process. In the search for comparable data Realtors active in the area were contacted to obtain sales of raw land or similar improved properties. The County Appraisal District was utilized to determine the appropriate assessments and taxes. The data search also included data from work files obtained over time by virtue of previous appraisals performed in the area. Other data sources frequently utilized are the various Board of Realtors throughout the area. City and governmental officials as well as charts, studies, and maps produced by these entities were also consulted during the course of this appraisal.

The third stage is the highest and best use analysis, where the property is studied to determine its highest and best use under two criteria: "as vacant" and "as improved". This analysis considers four factors to estimate highest and best use: the physically possible uses; legally allowed uses; financially feasible uses; and the maximally productive use of the site. Through a process of elimination and analysis, the appraiser is able to estimate a highest and best use for the property.

Stage four is the land value estimate. In this stage the comparable land sales are analyzed and relevant adjustments are applied to arrive at an estimate of the site value.

The application of the three approaches is the fifth stage of this process, as it is at this point that the value of the property is actually estimated. After each approach to value is estimated, the sixth stage or final reconciliation is reached. In this section of the report the appraiser must analyze the various value conclusions and determine the relevant approach or approaches which best reflect the value of the subject. The final stage in the appraisal process is the reporting of the value defined for that property. This assignment was completed following the above described procedures utilizing proper methodology and recognized data sources. This appraisal report is in full compliance with current USPAP requirements.

Based on instructions from the client, we have valued the property as a vacant tract of land and only the Sales Comparison Approach was utilized.

AREA ECONOMIC OVERVIEW

Corpus Christi is a coastal city in the Southern US, within the state of Texas. It is situated in the region of the state commonly known as the Coastal Bend. The county seat of Nueces County, it also extends into Aransas, Kleberg, and San Patricio Counties. It is 140 miles southeast of San Antonio and 205 miles southwest of Houston. Its political boundaries extend approximately 35 miles in a northwest/southeast direction from Calallen to Mustang Island, and encompass Nueces Bay and Corpus Christi Bay. The city is long and narrow due to being bounded by Nueces Bay and Corpus Christi Bay to the northeast and the King Ranch to the southwest. Nueces County has a total land area of 1,166 square miles. Elevations in the county range from sea level to 129 feet above mean sea level.

Nueces County features flat rich lands broken by many bays. Also included in Nueces County is the northern end of Padre Island. Rainfall averages approximately 30.1 inches per year. Nueces County has a long growing season of 309 days with average last freeze date of February 9th and the average first freeze date of December 15th. Summer temperatures average from the high 80's near the water to the lower 90's inland with extremes in both areas over 100 degrees. Winter temperatures average in the mid 40's.

The City of Corpus Christi water is supplied by two lakes and one pipeline. These lakes are known as Lake Corpus Christi, located near Mathis and Choke Canyon, located near Three Rivers. These two lakes are supplemented by several wells in the area which can pump an estimated 12 million gallons per day.

The city's population was estimated to be 326,554 in 2018, making it the eighth most populous city in Texas. The Corpus Christi metropolitan area had an estimated population of 442,600, ranked 7th in Texas by population, and 114th nationally. It is also the hub of the six-county Corpus Christi-Kingsville-Alice Combined Statistical Area, with a 2013 estimated population of 516,793.

The region is served by the Corpus Christi International Airport. Interstate 37 connects north to San Antonio and Austin. Interstate 69E/U.S. Highway 77 connects the city to Brownsville and Victoria. Texas State Highway 44 is a main thoroughfare that connects Corpus Christi to Laredo and the western part of South Texas by way of Interstate 69W/U.S. Highway 59, Interstate 35, and U.S. Highway 83. The inner-city public transportation is provided by Corpus Christi Regional Transportation Authority with its 28 bus routes. Construction has commenced on the new \$1 billion dollar Harbor Bridge Project.

The Port of Corpus Christi is the fifth-largest in the United States. The Port of Corpus Christi, the deepest inshore port on the Gulf of Mexico, handles mostly oil and agricultural products. Much of the local economy is driven by tourism and the oil and petrochemicals industry. In 2005, the port was ranked as the 47th-largest in the world by cargo tonnage. Despite the convenience of a large harbor, the city does not have a passenger port.

Corpus Christi is home to Naval Air Station Corpus Christi, providing 6,200 civilian jobs to the local economy, making it the single largest employer in the city. Corpus Christi Army Depot, located on NAS Corpus Christi, is the largest helicopter repair facility in the world. Additionally located on NAS Corpus Christi is the United States Coast Guard Sector/Air Station Corpus Christi.

The majority of the population is employed in the services, wholesale and retail trades, and government sectors. Corpus Christi has an unemployment rate of 5.6% as of November 2016. Employment lead by the government and health care sectors, remains relatively stable. The Corpus Christi Independent School District remains the top employer in the area, followed by chemical manufacturing, health care industry and government. Corpus Christi is the original home of the headquarters of Whataburger, a fast-food restaurant operator and franchiser with 650 stores in 10 states and Mexico; however, the company relocated its headquarters to San Antonio in 2009. Other large employers include Christus Spohn Health System at 5,400 local employees, the Corpus Christi Independent School District with 5,178, H-E-B at 5,000, and Bay Ltd. at 2,100. Other companies based in Corpus Christi include Stripes Convenience Stores and AEP Texas.

Six school districts provide primary and secondary education for area residents: Corpus Christi Independent School District, Calallen ISD, Flour Bluff ISD, Tuloso-Midway ISD, West Oso ISD, and London ISD. The Roman Catholic Diocese of Corpus Christi provides primary and secondary education through a group of Diocesan-owned schools. Several Open Enrollment Charter Schools are in Corpus Christi. These public schools are: Accelerated Learning Center, Cesar E Chavez Academy, Corpus Christi College Preparatory HS, Corpus Christi Montessori School, Dr ML Garza-Gonzalez Charter School, GCCLR Institute of Technology, Premier HS of Corpus Christi, Richard Milburn Academy, School of Science and Technology, Seashore Learning Center, and Seashore Middle Academy.

Corpus Christi is home to several institutions of higher learning: Texas A&M University-Corpus Christi, Del Mar College, Saint Leo University-Corpus Christi and numerous vocational schools, including Southern Careers Institute, South Texas Vo-Tech, Career Centers of Texas-Corpus Christi, and Vogue Cosmetology School. The city is also home to Stark College and Seminary (formerly known as the South Texas School of Christian Studies) located on Ward Island alongside Texas A&M-Corpus Christi. Southern Careers Institute offers career training at two Corpus Christi locations, primarily in the medical, business, and cosmetology fields.

The large, shallow bay makes Corpus Christi an ideal feeding place for birds, and this is one reason why Corpus Christi is known as the "Bird Capital" of North America. Consequently, the San Diego Audubon Society has designated Corpus Christi as "America's birdiest place".

The city's location beside Corpus Christi Bay, the Gulf of Mexico, and Laguna Madre provides opportunities for water sports and nature tourism. Waterfowl hunting is available in the region for duck, geese, coot, and teal. White-winged dove and mourning dove are also hunted on private leases. The brushland inland from Corpus Christi is also ideal for hunting feral hogs and white-tailed deer. Fishing is a popular recreational activity in Corpus Christi, including fishing from various piers around Corpus Christi Bay, wade fishing in Oso Bay, and fishing from the Gulf of Mexico at Packery Channel or at Bob Hall Pier.

The city has one of the highest average wind speeds of coastal cities in North America. With the large bay front area along Ocean Drive, the city is a destination for wind sports such as kite boarding, wind surfing, kite flying, and sailing. In 1990, Corpus Christi hosted the Windsurfing World Championships. In 2018, Corpus Christi hosted the 2018 Youth Sailing World Championships. Corpus Christi also is the home of Midget Ocean Racing Fleet, which promotes sailing in the Coastal Bend. The Wednesday night races held by the fleet are the longest-running weekly races in the United States.

Corpus Christi has professional sports to offer residents and visitors. The city is home to the Corpus Christi Ice Rays of the North American Hockey League and the Corpus Christi Hooks are the AA minor-league baseball club for the Houston Astros, which play in the Texas League.

Naval Air Station Corpus Christi is a United States Navy naval air base located six miles southeast of the central business district (CBD) of Corpus Christi. Today, the Naval Aviator training program at NAS Corpus Christi is much longer, approximately 18 months, due to the increased complexity of today's aircraft. Currently, Training Air Wing FOUR produces approximately 400 newly qualified aviators each year via the "Maritime Pipeline" for shore-based U.S. Navy, U.S. Marine Corps and U.S. Coast Guard fixed-wing jet and turboprop aircraft, as well as a limited number of NATO/Allied/Coalition military pilots for similar aircraft. Other aircraft found at NAS Corpus Christi include the P-3 Orions and General Atomics MQ-9 Reaper drones operated by U.S. Customs and Border Protection. In addition to U.S. Navy Student Naval Aviators, VT-31 and VT-35 also train Student Naval Aviators from the U.S. Marine Corps and U.S. Coast Guard. The station employs officer, enlisted and civilian personnel serving in the U.S. Navy, U.S. Marine Corps, U.S. Coast Guard, U.S. Army, U.S. Customs and Border Protection and the military services of numerous NATO/Allied/Coalition partner nations. In support of the base's training mission are three nearby outlying landing fields owned by the Navy: Naval Outlying Field Waldron, which is 3.5 miles southwest of the Naval Air Station, Naval Outlying Field Cabaniss, which is 8.0 miles west of the Naval Air Station and Naval Outlying Field Goliad which is 57.7 miles north of the Naval Air Station. NAS Corpus Christi is also home to the Corpus Christi Army Depot (CCAD), the

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largest helicopter repair facility in the world (and an unusual arrangement of an Army installation located on a Naval facility). The commanding officer is currently Colonel Gail E. Atkins who took command of the depot on 20 July 2018. The Army is considering moving its helicopter squadron from Honduras to this air station to save money, using facilities recently abandoned when large Navy minesweeping helicopters moved elsewhere.

South Padre Island Drive is the city's main retail corridor, with two shopping malls, La Palmera (formerly Padre Staples Mall), and Sunrise Mall. Also, a number of other large shopping centers, small strip centers, and restaurants can be found throughout the city.

Single-family construction has continued at a steady pace. While the number of homes built is still below the levels experienced in the early and mid-1980's, the permits for new single-family residential construction continue to increase every year.

Commercial construction has been relatively strong with most of this growth occurring on the south side. Several new mid-sized national restaurant and retail chains have opened. The South Padre Island corridor from Greenwood to Oso Bay has seen a steady pace of commercial development.

The apartment market has had an absorbable amount of new construction over the past several years. Occupancies have been steady at over 90%.

The Port of Corpus Christi is the heart of international trade activity in South Texas. The Port is working toward increasing its container bulk service. The addition of the multi-purpose cargo dock will enable the Port to handle a wider variety of cargoes, including containers, in a more efficient manner. It has continued to change from a petroleum port to a more variable activity port.

The Port commissioners have voted to proceed with a master plan for expansion of the Bulk Terminal. Initial feasibility studies of the proposed Safe harbor, or inshore deepwater oil terminal, have been completed.

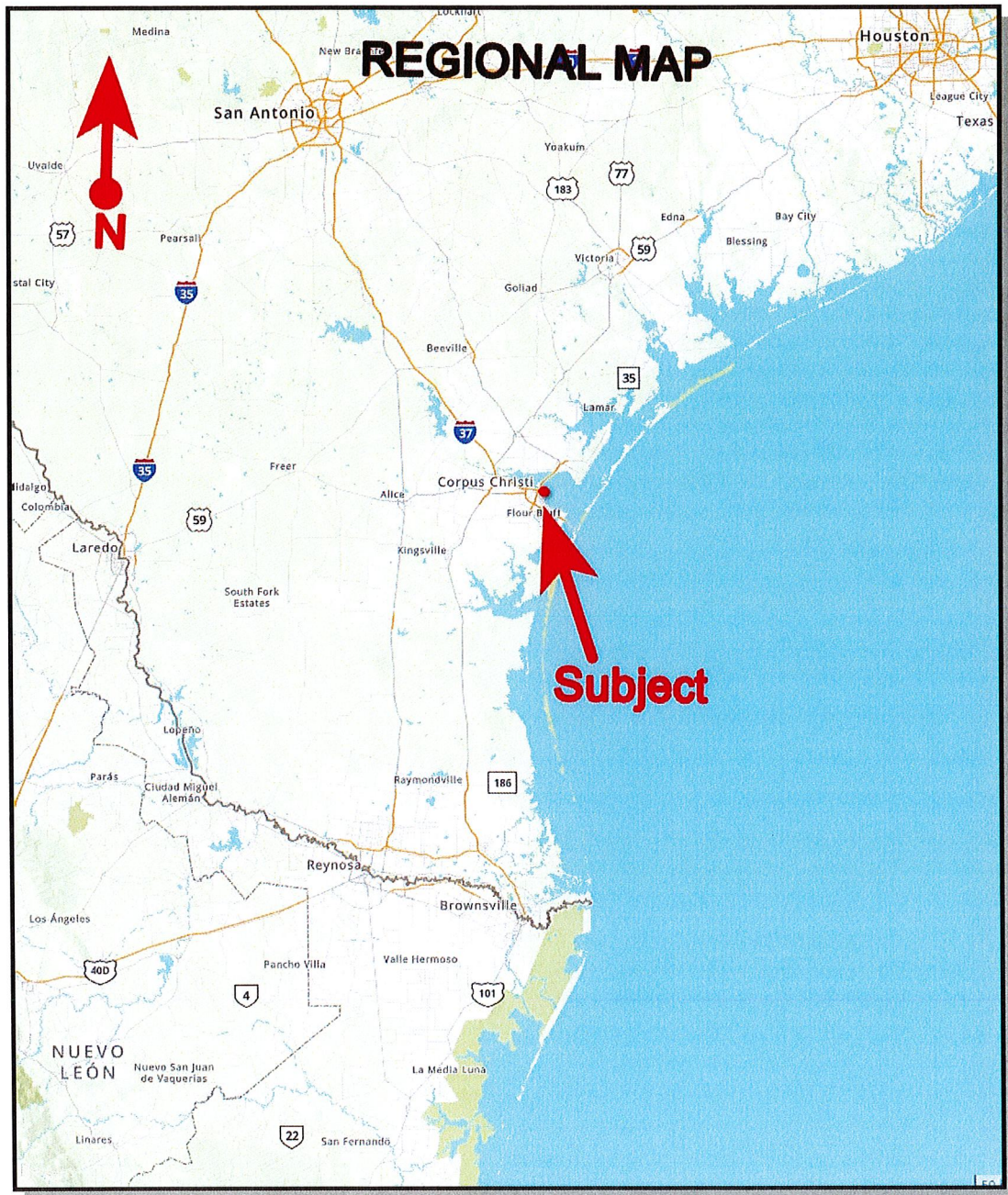
Oil and gas prices have increased exploration and the energy related employment group has had large increases due to the increase in demand for oil and gas. This employment sector should continue to prosper and increasing oil and gas prices should allow the petrochemical industry to remain a large economic engine.

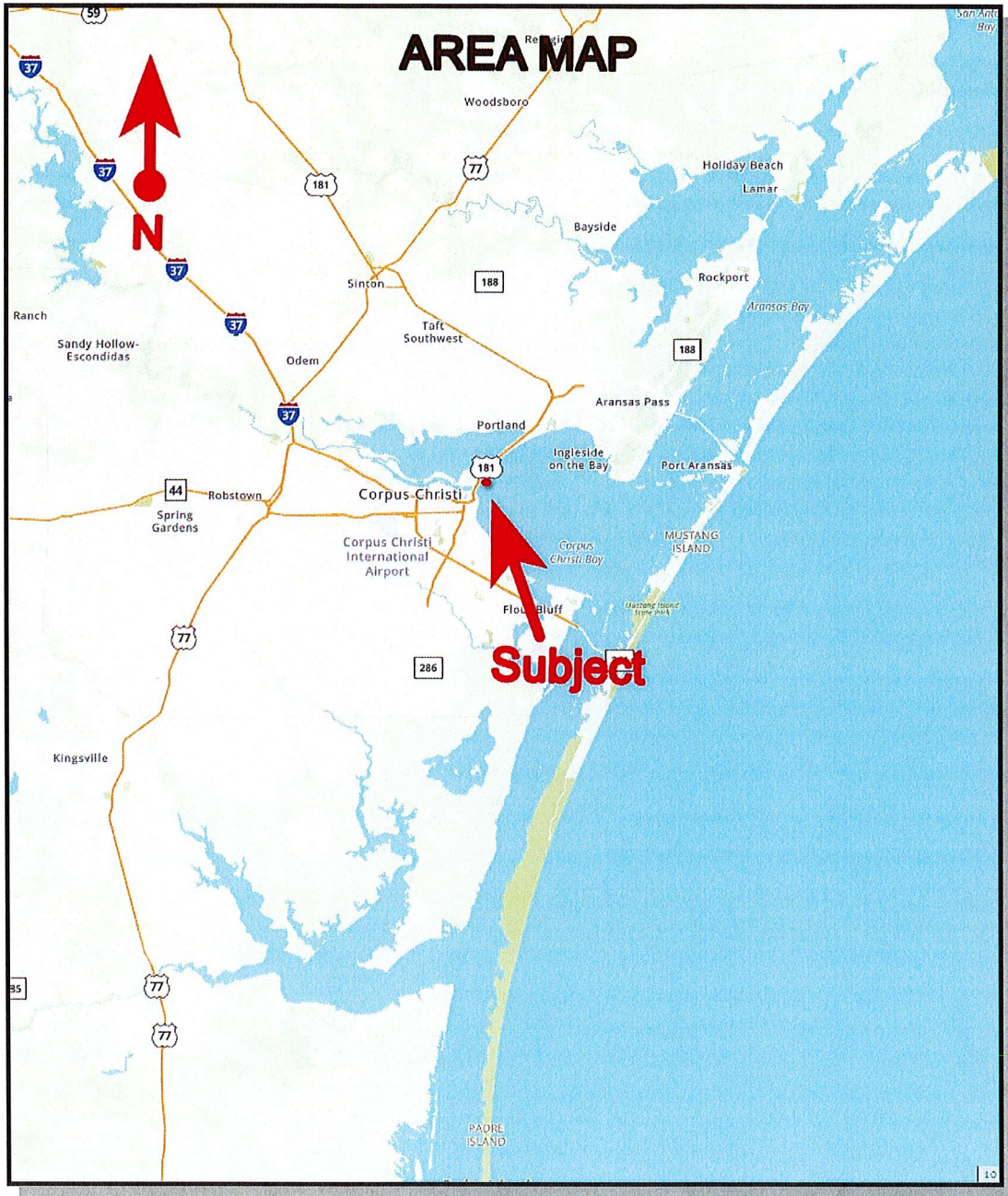
There have been large expansion and additions in the Industrial Sector (refineries and petroleum/chemical plants). Consequently, the Refining and Chemical employment sector continues to be one of the strongest economic employers in the city.

The military has remained a steady employer throughout years. The Corpus Christi Army Depot remains one of the only helicopter repair facilities for the U.S. Army. Military civilian employment has remained relatively steady. It likely the military presence will remain for the foreseeable future.

The Corpus Christi MSA has seen moderate to strong growth with respect to its historical average. Retail, office, multi-family, industrial and hotel rates are showing signs of growth. Barring a major downturn in petroleum industry, the continued national and international demand for petroleum based products will continue to support the local and regional economy while the broad based economy diversifies through bulk transportation via The Port of Corpus Christi expansion and the region's attractive resort/outdoor based tourism market continues to proliferate.

The Coastal Bend enjoys an ever-expanding diversity with port industries supplying the jobs and driving the demand for economic goods and services with multiple major international corporations developing industrial plants along the ship channel. Tourism and coastal water sports provide visitor attractions that assist in economic stability. The area should continue to prosper through economic diversity across all spectrums of the economy which should bode well for stable real estate market.





NEIGHBORHOOD ANALYSIS

The Dictionary of Real Estate Appraisal, Fourth Edition, published by the Appraisal Institute defines a neighborhood as *"a group of complementary land uses..."*

Boundaries

The designation of neighborhood boundaries for this appraisal is based upon the appraiser's evaluation of those physical and man-made influences that affect the relative desirability and value trend of the subject property and that of surrounding properties in the same or similar way. Although neighborhood boundaries often are and can be drawn to coincide with major physical features such as rivers or highways, the significant boundaries are those that fix the limits of influences on property values. The boundaries for the subject neighborhood are described as follows:

The physical and social boundaries are those land areas within North Beach. Considered to be the northern portion of the city.

The neighborhood is comprised mostly of tourist attractions, multi-family developments including condominiums, single family subdivisions, and vacant land.

North Beach, historically known as Rincon Point, is a section of Corpus Christi located on the far north end of the city. It is on the El Rincon peninsula surrounded by Corpus Christi Bay and Nueces Bay. The name was changed to Corpus Christi Beach in the 1950s, but the City Council officially changed the name back to "North Beach" in 2012, because most people still called it "North Beach" and many local business owners and residents requested the change. The city then erected a \$750,000 giant archway with "North Beach" written on it in 2012 at the gateway to this tourist area.

North Beach is located just across the Harbor Bridge and two of Corpus Christi's popular attractions, the Texas State Aquarium and the USS Lexington, an aircraft carrier turned museum are located in this area. Fajitaville restaurant has a ferris wheel to see the skyline. There is approximately one to two miles of sandy beach where no vehicles are allowed. There is also a concrete beach walk along the beach. Dolphin Park playground is located on the north end of the area near the subject property with three public bathhouses with restrooms and showers

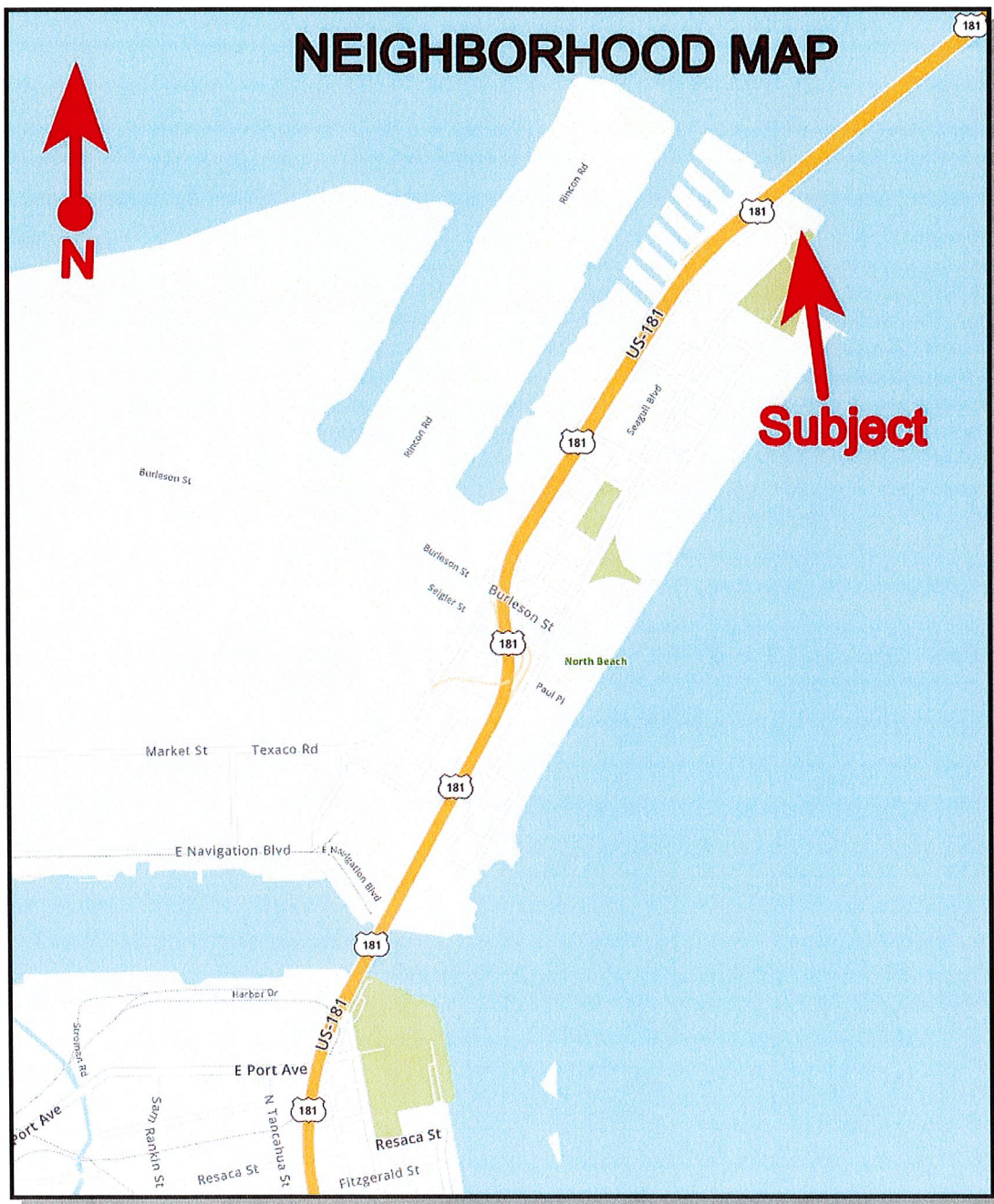
U. S. Highway 181 provides the primary north/south transportation in the neighborhood. There are two fishing jetties, one on the south end and one on the north end of North Beach.

The Corpus Christi Harbor Bridge is a through arch bridge located in Corpus Christi which contains six lanes of U.S. Highway 181/Texas State Highway 35 from downtown Corpus Christi to North Beach and points north. The Harbor Bridge crosses the Corpus Christi Ship Channel and handles in excess of 26,000 vehicles daily. A new bridge called the New Harbor Bridge is currently under construction. When complete it will allow larger ships to pass beneath, permit safer pedestrian transit, and reconfigure the entire highway interchange system in the surrounding community.

Also, Timon and Surfside Boulevards are transportation routes within the neighborhood. There are numerous streets that traverse in all directions within the neighborhood.

Electrical and telephone service is provided by private providers. Water, gas, sewer and storm sewer are maintained and provided by the City of Corpus Christi.

To the west and across U. S. 181 of the subject is an industrial subdivision with mostly metal office/warehouse properties.



SITE ANALYSIS

This section serves as a general description and assessment of the subject site. Information in this section was taken from a physical inspection of the property, data provided by the client, and public records. A site plan is located at the end of this section.

The subject is comprised of two tracts. Tract I contains 1.068 acre and is located along the north side of Timon Boulevard with frontage along Corpus Christi Bay on its northern boundary. Sea Rim State Park borders this tract on its eastern boundary. This tract is irregular in shape.

Tract II contains 0.20 acre and is located at the northeast corner of Timon Boulevard and Hull Street. It is triangular in shape.

According to F.E.M.A. map panel 48355C0310G, Effective Date - October 23, 2015, both tracts are located in Flood Zone "AH", which is an area of flooding. These areas contain flood depth of one to three feet with areas of ponding.

The tracts are zoned "RM-AT, Multi-Family Residential District in Tourist Areas. Various multi-family and commercial developments are in the North Beach Area with light industrial uses to the west of U.S. Highway 181.

The tracts have average visibility and access.

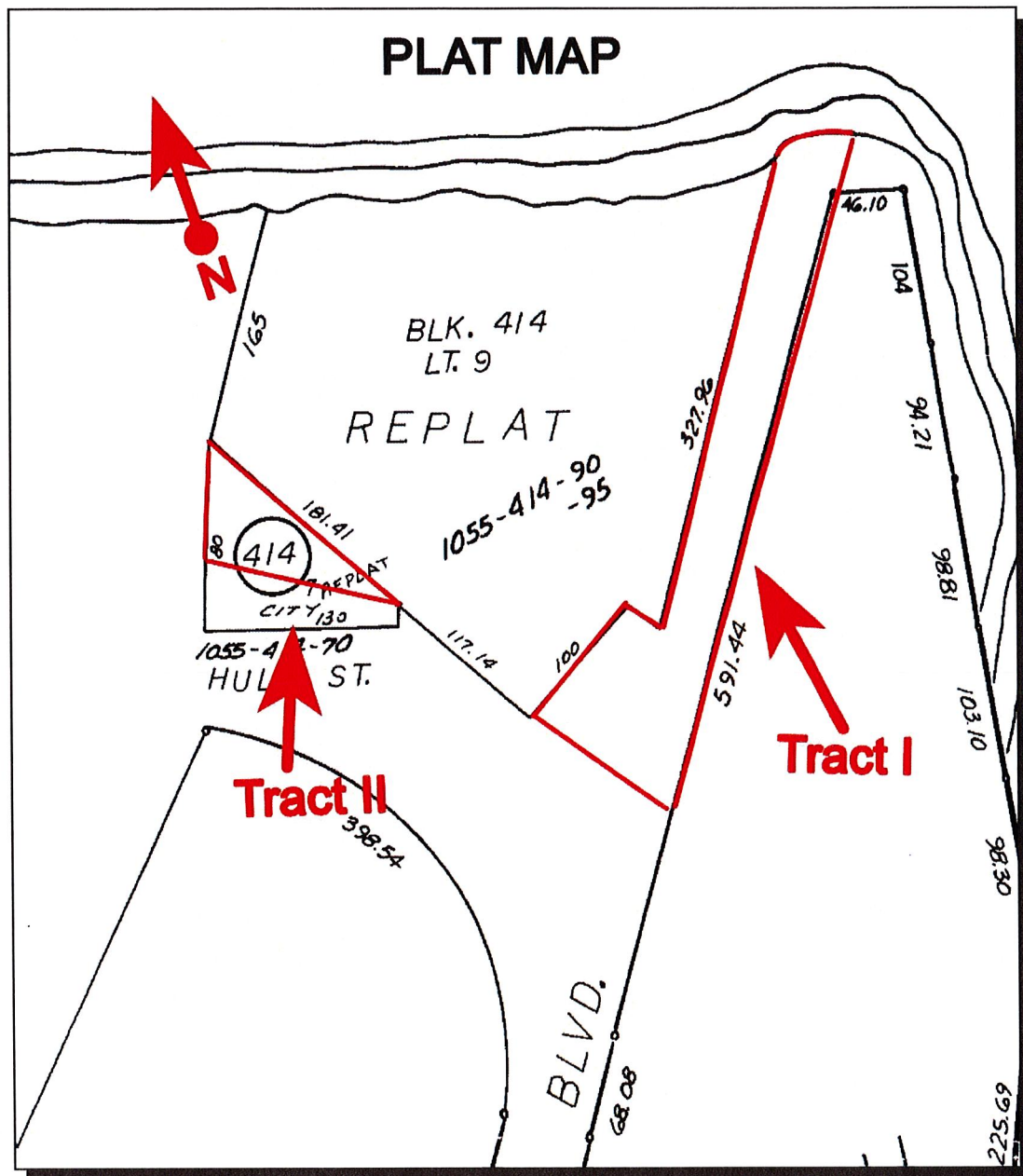
The City of Corpus Christi supplies water, gas, sewer, and waste water service to most of the area. Since deregulation, electricity is available from a multitude of service providers with the power provided by AEP. Telephone service is provided by AT&T. The City of Corpus Christi serves as the primary fire and police protection agency for the subject property. The subject is located within the Corpus Christi Independent School District.

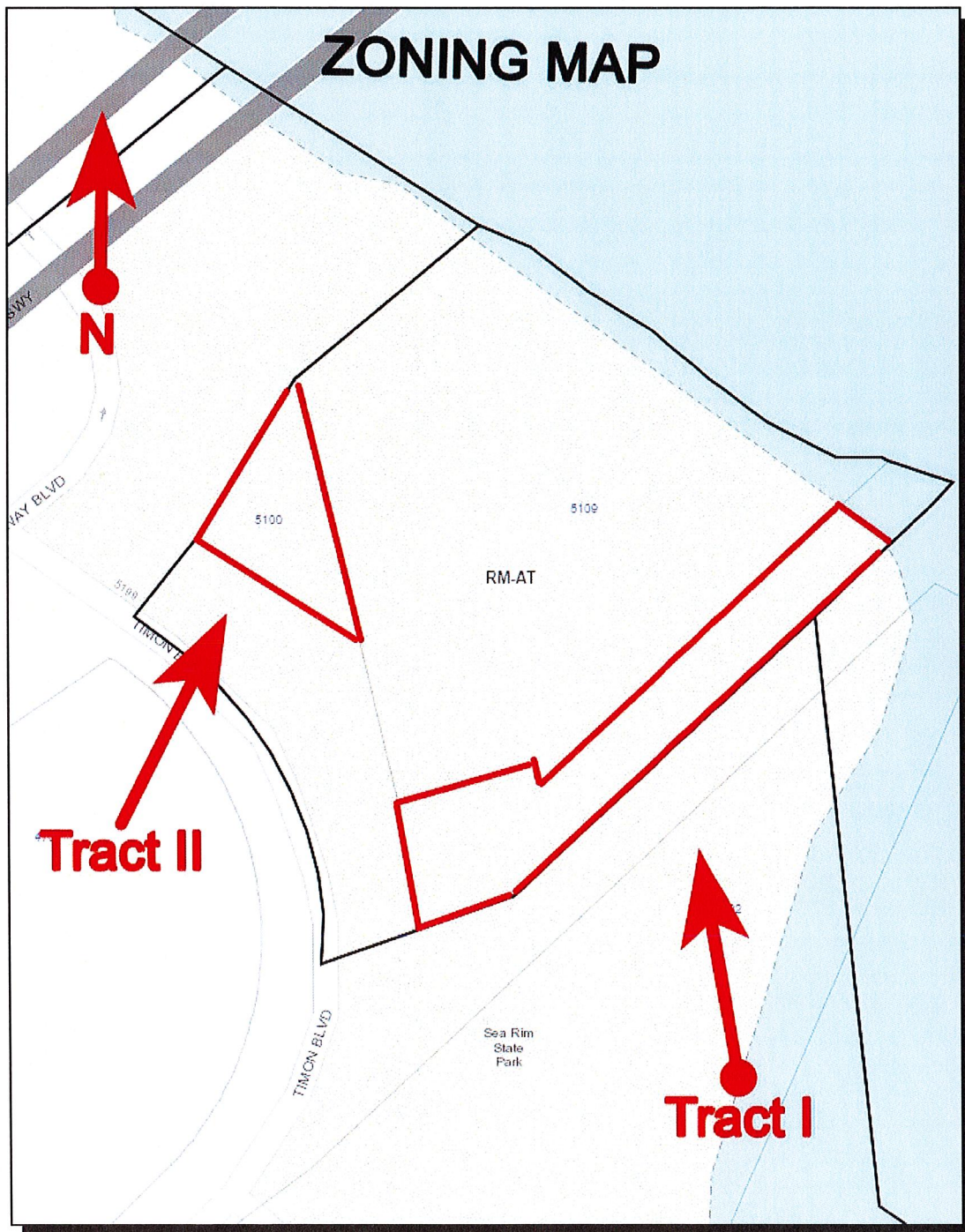
The appraiser was not provided with a current survey. The subject property appears to be subject only to typical utility easement and setback lines. The appraiser noted no detrimental easements or encroachments affecting the property.

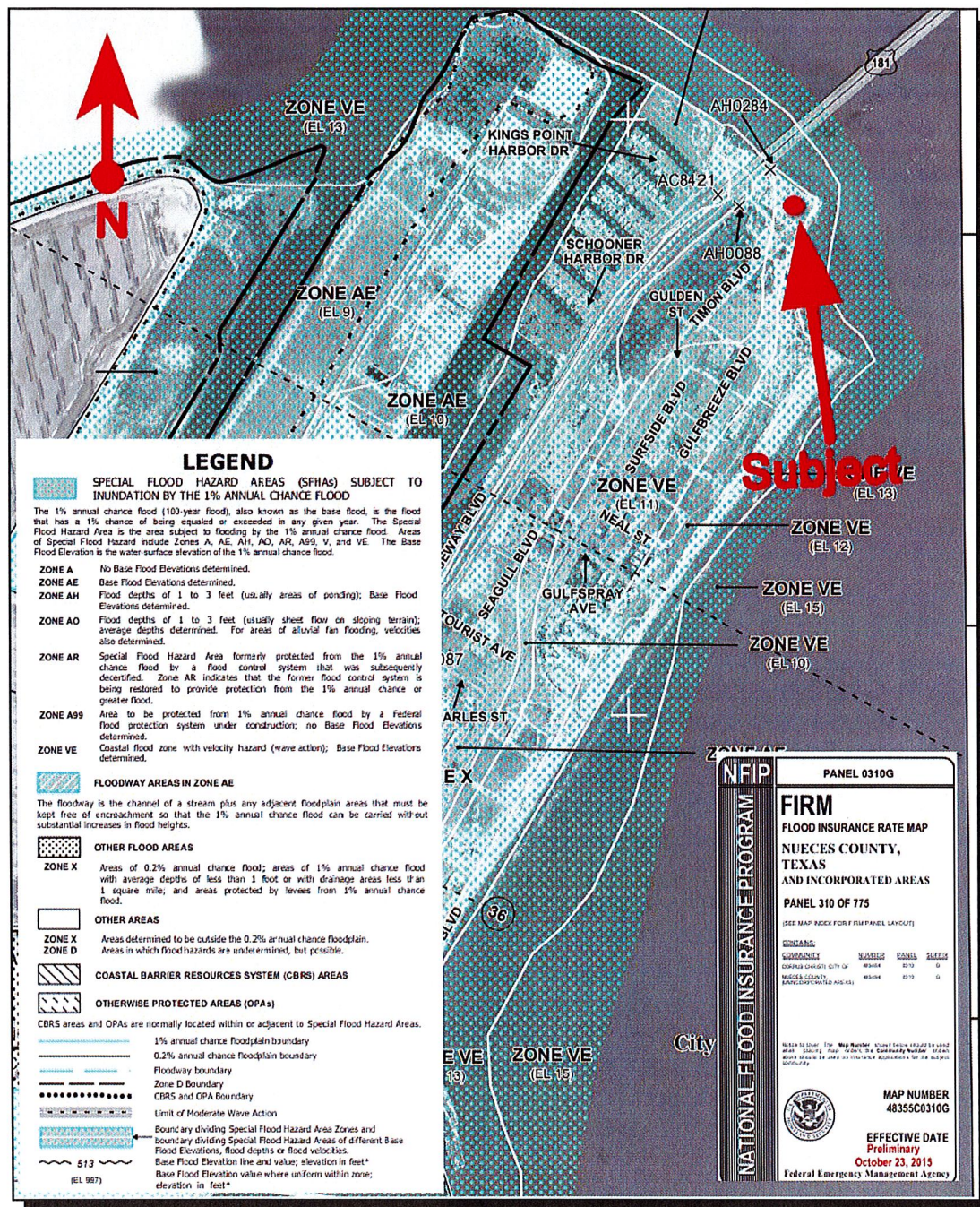
No adverse environmental conditions or nuisances (e.g. smoke, dust, noise, vibration) and no surrounding land incompatibilities, negatively affecting the subject property, were noted. However, the area is prone to flood during storm activity.

Disclaimer

The appraiser makes no warranties, implied or expressed, regarding flood hazard, soil conditions, adverse environmental conditions, hazardous waste or materials, or detrimental easements and encroachments. The appraiser's opinion should not be considered the final authority and should not, under any circumstances, take the place of a professional engineering study, survey, and title search.







PROPERTY ASSESSMENT AND TAXATION

The County Appraisal District has been given the responsibility of assessing the fair market value of all properties within County. Setting of Tax Rates are the responsibilities of the individual tax entities. The collection of taxes is done by the County Tax Assessor Collector.

The Appraisal District tax ID numbers are none for Tract I and 202446 for Tract II there is not one.

Tax Bill: According to the public record of County Appraisal District, the taxes are as follows:

TAX TABLE		
	Tract I	Tract II
ASSESSED MARKET LAND VALUE	Not Available	\$69,664.00
ASSESSED MARKET IMPT VALUE	Not Available	\$0.00
TOTALS	Not Available	\$69,664.00
Tax Rate		0.0261571
Total Tax		\$1,821.41

Equity of assessment: Tract II would appear to be equally assessed compared to assessments of other properties in the area.

Delinquent Taxes: According to the local taxing authorities, there are no delinquent taxes due.

HIGHEST AND BEST USE

Highest and best use is a basic premise of value. As with value, highest and best use is not an absolute fact but rather reflects an appraiser's opinion of the best use of the property based on an analysis of prevailing market conditions. The term highest and best use, as utilized herein, is defined in The Dictionary of Real Estate Appraisal, Fourth Edition, 2002, as: *"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."*

Analysis of Site As Vacant

Legally Permissible Uses: Tract I and II are zoned RM-AT, Multi-family Residential - Tourist Area. There are no known deed restrictions which would prevent certain uses, therefore, it is concluded that as vacant, most any type of multi-family development, similar to surrounding uses, would be legally permissible.

As discussed in the Site Analysis, Tract I is irregular in shape and Tract II is triangular in shape. Tract I has frontage along Corpus Christi Bay. Tract II does not have any bay frontage. All utilities are available and the site is located within a flood hazard zone. No adverse easements or encroachments are present; however, the property is prone to flooding after storms. Overall, the physical attributes of the site do not appear to be constraining in terms of its potential highest and best use. In this report the appraiser has assumed that no contamination is present; however, if there is, we reserve the right to change the values as shown in this report. Based on the physical characteristics, it is our opinion that the tract could be developed with a wide variety of uses, including multi-family uses.

Financially Feasible Uses: In order for land use to be an economically feasible use, it must provide sufficient return of investment to justify the cost of the construction of the improvements, and provide a return on investment in land. If the property is capable of generating a sufficient net income to cover the required return on investment while also providing an adequate return to the land, then the usage is financially feasible within "typical" parameters.

Based upon current activity and demand forces at work in the market area, it would appear on the surface that multi-family development of Tract I at this time from a rental stand point would be feasible. The size and configuration of Tract II limits its financially feasible uses. The highest and best use of Tract I "as vacant" based on its location, configuration and size, would be to develop with a multi-family use.

Maximally Productive: A determination must be made as to the maximal productive use of the site. In the preceding analyzes, it was concluded that it is feasible to develop Tract I at this time. The maximally productive use is to develop this tract with a multi-family use. Tract II is very limited in its marketability to develop. Based on its size, acre, the triangular shape, and location, the highest and best use of Tract II is to develop with an adjoining tract.

SALES COMPARISON APPROACH - VACANT LAND

The Sales Comparison Approach in this section has been applied to the subject "as vacant". The land value estimate derived is later used in the Cost and Direct Sales Comparison Approaches of the report to arrive at a total property value through combining the depreciated value of the subject improvements with the land value.

The sales comparison approach for vacant land is a process of comparing actual comparable land sales and listings to the subject. The market data is compared to the subject on the basis of significant characteristics exhibited in the subject property that influence value and adjustments made to the comparables for differences to make them equal to the subject. Characteristics generally analyzed and considered for adjustments include property rights conveyed, unusual buyer/seller motivation, special financing, location, size, flood plain, topography and zoning. Because the adjustments, whenever possible are market derived, the desires and actions of typical buyers and sellers are reflected in the comparison process.

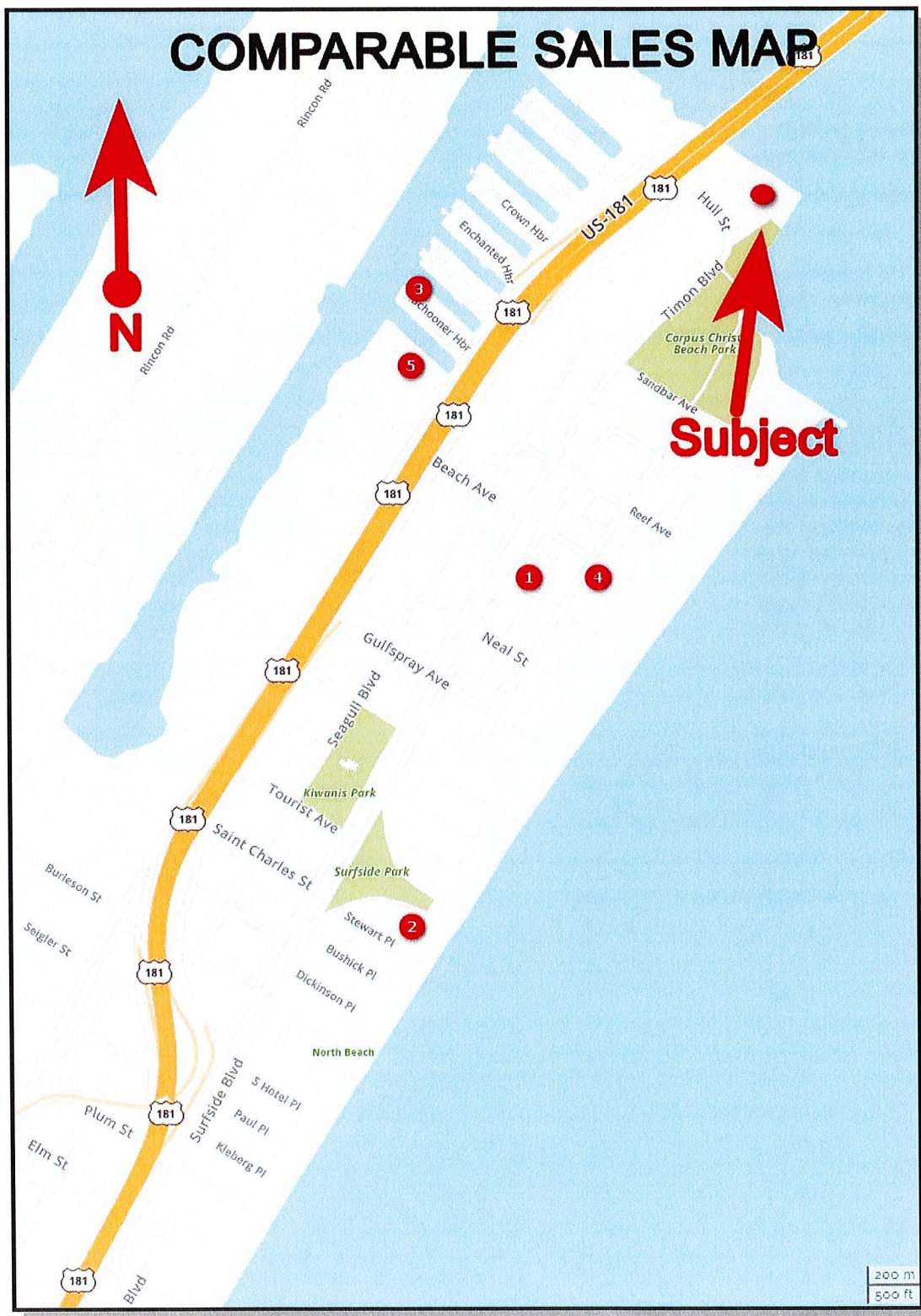
Several units of comparison are available for use in the comparative evaluation of vacant land sales in the sales comparison approach. The most common unit of comparison used, however, for vacant land is the sale price per square foot (or per acre) of land area.

The sale price per square foot of land area comparison is calculated by dividing the sale price of the comparable by its land area, thus yielding an unadjusted sales price per square foot common denominator, which is then adjusted to reflect the attributes of the subject property. This adjusted sales price per square foot is applied to the subject land area to indicate a value of the subject derived by comparison to individual market sales. The market data in this section is analyzed through the price per square foot of land area unit of comparison.

Market Data - Vacant Land Sales

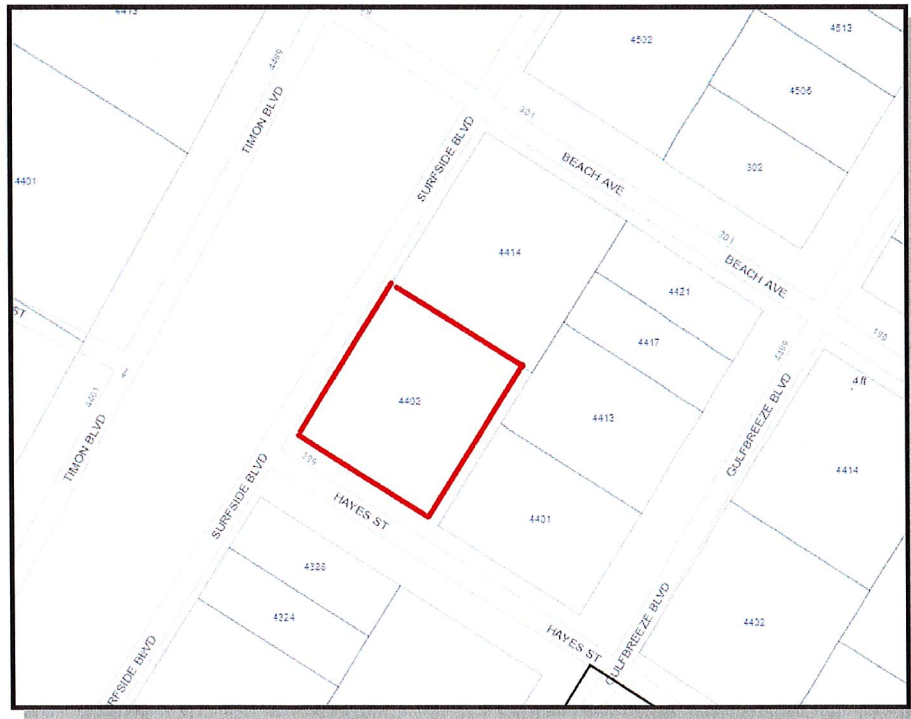
A market investigation was made in order to locate recent sales of vacant land within the subject area which were considered more or less similar to the subject site.

A market data location map and individual market data sheets outlining the pertinent data for each of the sales have been prepared and are presented on the following pages.



COMPARABLE LAND SALE NO. 1

Identification	Vacant Land
Address/Location	4402 Surfside Boulevard Corpus Christi, Texas
Zoning	RM-AT - Multi-Family Residential District - Tourist Area
Size	20,525 Sq. Ft./0.47 Acre
Configuration	Rectangular
Topography	Level at grade
Access	Good
Use at Sale/Current Use	Vacant/Vacant
Grantor	2468Brooklyn, LLC
Grantee	Morteza Bagheri; M. Jafar Salehi; & Abbas Salehi
Date of Sale	July 30, 2020
Sale Price	\$199,999 <i>Confirmed</i>
Conditions of Sale	Cash to seller
Unit Price	\$9.74 per square foot
Source	Broker verified.
Comments	This is vacant tract located at the northeast corner of Surfside Boulevard and Hayes Street.

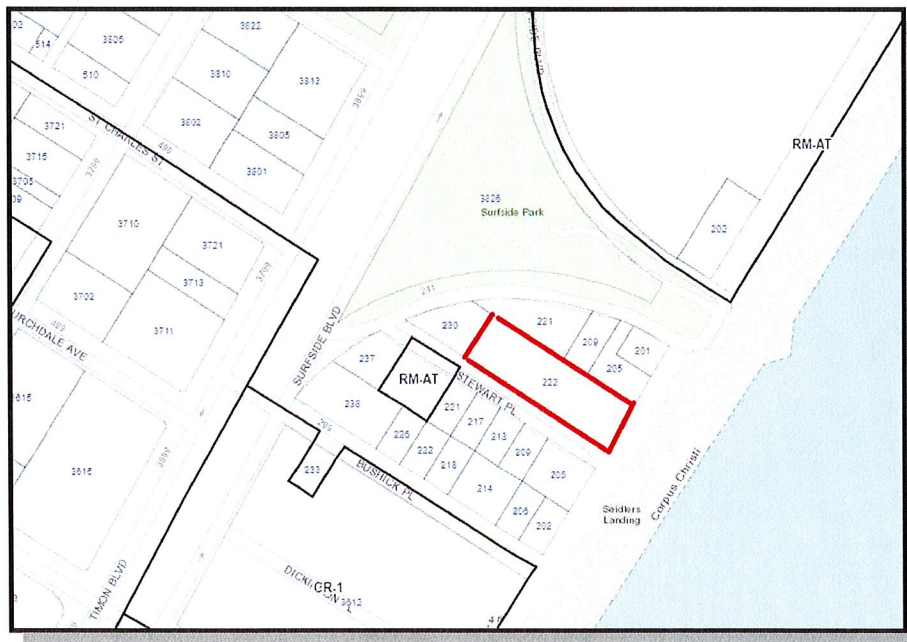


The information contained herein was obtained from sources believed to be reliable; however, the appraiser makes no guarantees, warranties, or representations as to the completeness or accuracy thereof. The presentation of this information as submitted is subject to errors and/or omissions.

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COMPARABLE LAND SALE NO. 2

Identification	Vacant Land
Location	222 Stewart Place Corpus Christi, Texas
Zoning	RM-AT - Multi-Family Residential District/Tourist Area
Size	27,000 Sq. Ft./0.62 Acre
Configuration/Topography	Rectangular
Access	Good
Utilities	All available
Use at Sale/Current Use	Vacant/Vacant
Grantor	Durga Ventures, LLC
Grantee	NB Townhomes, LLC
Date of Sale	November 17, 2020
Sale Price	\$550,000 <i>Confirmed</i>
Conditions of Sale	Cash to seller
Unit Price	\$20.37 psf
Source	Broker verified.
Comments	This tract is located along the north side of Stewart Place with frontage along the beach. A townhome project is planned for this site.

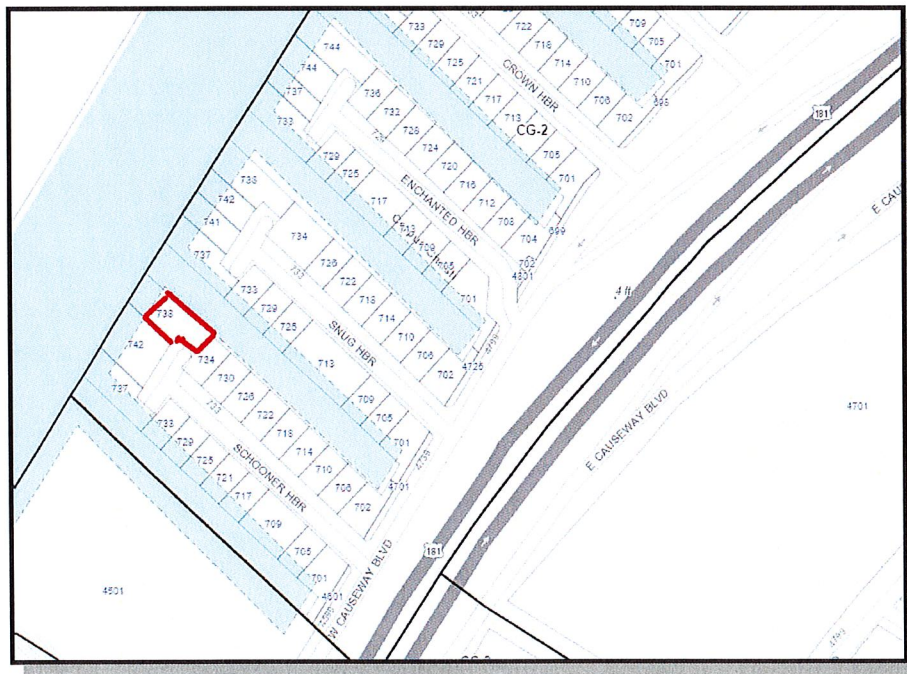


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COMPARABLE LAND SALE NO. 3

Identification	Vacant Land
Address/Location	738 Schooner Harbor
	Corpus Christi, Texas
Zoning	CG-2 - General Commercial District
Size	7,566 Sq. Ft./0.17 Acre
Configuration	Mostly Rectangular
Topography	Level
Access	Good
Current Use	Vacant
Grantor	Patrick and Mayra A. Halm
Grantee	Rudy Maldonado
Date of Sale	January 15, 2021
Sale Price	\$149,000 <i>Confirmed</i>
Conditions of Sale	Cash to Seller
Unit Price	\$19.69 per square foot
Source	Broker verified.
Comments	This site is located within a residential subdivision known as Porto Bello. It has frontage along a canal on two sides.

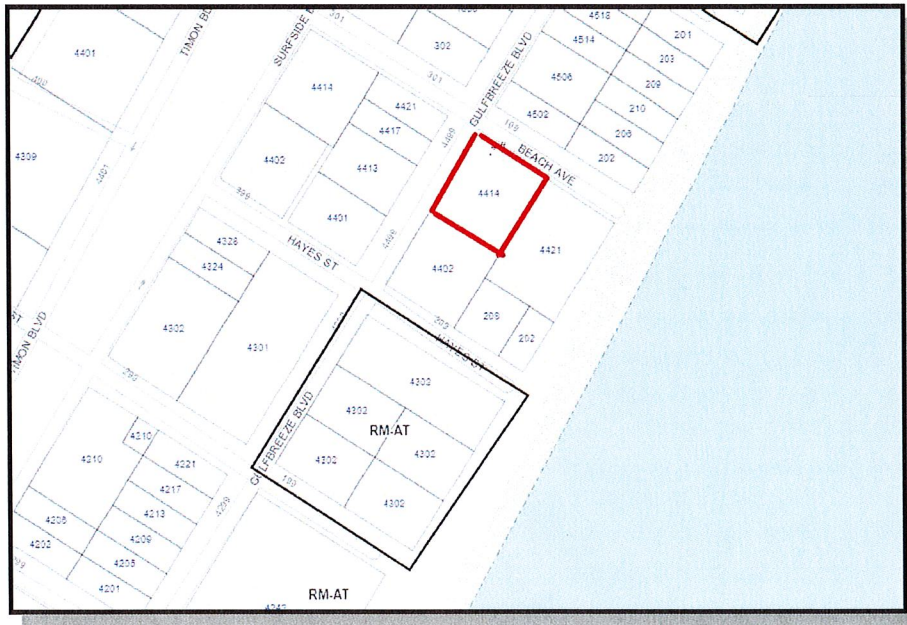


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Tasador, Inc.

COMPARABLE LAND SALE NO. 4

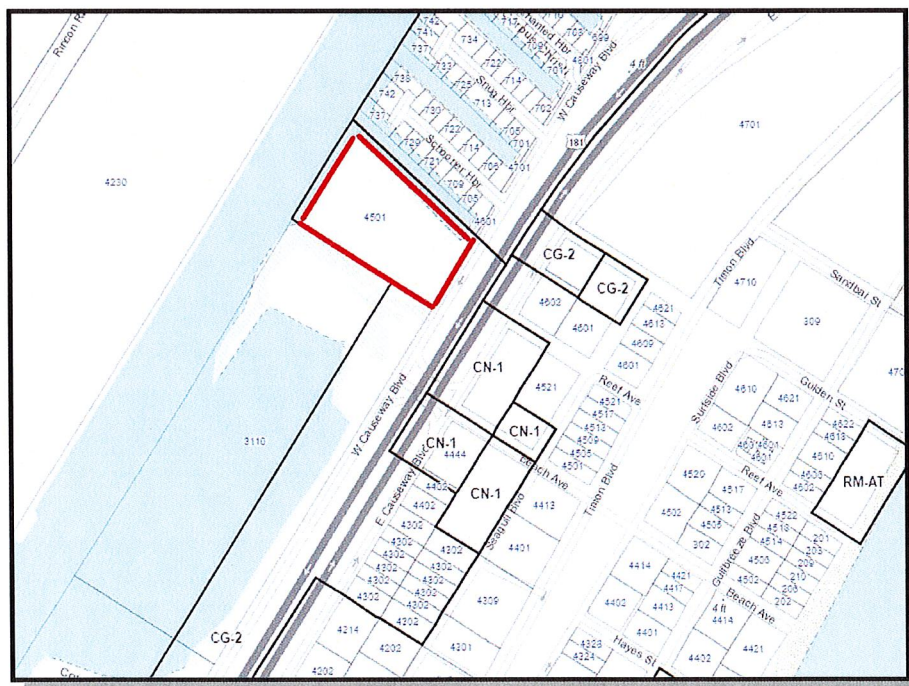
Identification	Vacant Land
Address/Location	4414 Gulfbreeze Boulevard
	Corpus Christi, Texas
Zoning	RM-AT - Multi-Family Residential District/Tourist Area
Size	19,497 Sq. Ft./0.45 Acre
Configuration	Rectangular
Topography	Level
Access	Good
Current Use	Vacant
Grantor	Tim & Ann M. Ackard
Grantee	Not Applicable
Date of Sale	Current Listing
Sale Price	\$235,000 <i>Confirmed</i>
Unit Price	\$12.05 per square foot
Source	Broker verified.
Comments	This site is located at the southeast corner of Gulfbreeze Boulevard and Beach Avenue.



The information contained herein was obtained from sources believed to be reliable; however, the appraiser makes no guarantees, warranties, or representations as to the completeness or accuracy thereof. The presentation of this information as submitted is subject to errors and/or omissions.

COMPARABLE LAND SALE NO. 5

Identification	Vacant Land
Address/Location	4501 West Causeway Boulevard Corpus Christi, Texas
Zoning	CG-2 - General Commercial District
Size	187,744 Sq. Ft./4.31 Acres
Configuration	Rectangular
Topography	Level
Access	Good
Current Use	Vacant
Grantor	Groomers Seafood
Grantee	Not Applicable
Date of Sale	Current Listing
Sale Price	\$4,900,000 <i>Confirmed</i>
Unit Price	\$26.10 per square foot
Source	Broker verified.
Comments	This site still remains vacant.



The information contained herein was obtained from sources believed to be reliable; however, the appraiser makes no guarantees, warranties, or representations as to the completeness or accuracy thereof. The presentation of this information as submitted is subject to errors and/or omissions.

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Sale Price Per Unit Summary

The following schedule is a summary of the vacant land sales presented in the preceding pages. We will derive at a value indication for Tract I. An adjustment will be applied to the value indication of Tract I to arrive at a unit value for Tract II.

Sale	Location	Date	Sales Price	Size/SF	Price/SF	Zoning
1	4402 Surfside	7/2020	\$199,999	20,525	\$9.74	RM-AT
2	222 Stewart	11/2020	\$550,000	27,000	\$20.37	RM-AT
3	738 Schooner Harbor	1/2021	\$149,000	7,566	\$19.69	CG-2
4	4414 Gulfbreeze	Listing	\$235,000	19,497	\$12.05	RM-AT
5	4501 W. Causeway	Listing	\$4,900,000	187,744	\$26.10	CG-2
	Subject - Tract I			46,522		RM-AT

There have been limited recent sales activity in the subject's market area within North Beach. The appraisers searched the entire neighborhood for comparables and some were found with similar characteristics. The sales presented represent the most recent comparable data available in terms of similar market appeal. We have chosen these sales since they represent market activity for commercial development within the area.

The comparables were analyzed and adjustments made to make them equal to the subject. Factors that were given consideration included property rights conveyed, motivation, financing and terms, date of sale, location, frontage/access, size, physical characteristics, zoning and utilities. Explanations of the adjustments are given in the following paragraphs. An adjustment grid showing the adjustments made is at the end of this section.

Real Property Rights Conveyed

This adjustment is generally applied to reflect the transfer of property rights different from those being appraised, such as differences between properties owned in fee simple and in leased fee. As the subject has been valued on a fee simple basis and the sales represent the fee simple interest, no adjustment was required for this factor.

Financing Terms

This adjustment is generally applied to a property that transfers with atypical financing, such as having assumed an existing mortgage at a favorable interest rate. Conversely, a property may be encumbered with an above-market interest rate mortgage, which has no prepayment clause or a very costly prepayment clause. Such atypical financing may play a role in the negotiated sale price. As the transactions were cash to seller terms, no adjustment was necessary for this factor.

Conditions of Sale

This adjustment category reflects extraordinary motivations of the buyer or the seller to complete the sale, or other unusual considerations. Examples include a purchase for assemblage involving anticipated incremental value, or a quick sale for cash. This adjustment category may also reflect a distress related sale or significant buyer expenditures immediately after purchase. Sale 4 was purchased by Spirit of Texas Bank for a branch building. The buyer was considered to be highly motivated to purchase this site and a 20% downward adjustment was applied for this factor to this sale. The other sales had no unusual seller/buyer motivations; therefore, no adjustment was required to these sales for this factor.

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Date of Sale/Time-Market Conditions

Real estate values normally change over time. The rate of change fluctuates due to investors' perceptions of prevailing market conditions. This adjustment category attempts to reflect market differences occurring between the effective date of the appraisal and the sales dates of the comparable sales. Growth in the Corpus Christi area is evidenced by the gradual increase in economic indicators over the years. Sale 1 occurred in July 2020; Sale 2 in November 2020; and Sale 3 in January 2021. These are three recent sales and were not adjusted for date of sale. Sales 4 and 5 are listings. Sale 4 is a fairly new listing and was adjusted downward 10% for this factor as properties tend to sell less than list price. Sale 5 has been on the market in excess of three years. A downward adjustment of 25% was applied to this sale for this factor.

Size: The general rule indicated in the marketplace is that the larger tract will generally sell for less per unit than a similar, but smaller tract. This is primarily because the smaller amount of land can be developed or utilized more quickly and also, the holding cost on the land held in reserve will limit the amount that the typical investor/developer will be willing to invest. A subjective unit of measure of +/-10% for doubling or halving will be applied. Sales 1, 2, 3, and 4 are smaller than the subject and were adjusted downward 10%, 10%, 20%, and 10%, respectively for size. Sale 5 is larger and was adjusted upward 20%.

Location: This factor involves the surrounding Market Area of each of the comparable in comparison to the subject site in terms of development and the traffic flow throughout the Market Area in terms of exposure. All of the sales have good locations with good visibility along major thoroughfares.

Sales 1, 2 and 4 are similar in location being located on the east side of U.S. Highway 181, similar to the subject. No adjustment was applied for this factor. Sales 3 and 5 are located just to the west of U. S. Highway 181 in an area deemed slightly inferior to the subject and a downward adjustment of 10% was made for this factor.

Zoning

The subject property is zoned RM-AT. Multi-Family Residential - Tourist Area. Sales 1, 2 and 4 are also zoned RM-AT and were not adjusted for this factor. Sales 3 and 5 are zoned CG-2, General Commercial District, which is less restrictive zoning ordinance. However, the highest and best use of these sales is considered similar to the subject. A downward adjustment of 5% was applied for the difference in zoning.

Beach Frontage

The subject has direct frontage along Corpus Christi Bay. Sales 1 and 4 do not have any frontage along the bay and an upward adjustment of 50% was applied to these two sales for this factor. Sale 2 has frontage/access along the beach and no adjustment was made to this sale for this factor. Sale 3 has frontage along two canals and an upward adjustment of 10% was made to this sale. Sale 5 has ample frontage along two canals and no adjustment was applied to this sale for this factor.

Conclusion of Sales Comparison Approach - Vacant Land

After adjustments, the comparables indicated a value range of \$11.28 to \$24.47 per square foot. The average is \$17.09 per square foot. Without Sales 1 and 4 which are more out of pattern, the average is \$20.503 per square foot. Sale 2 is the most similar to the subject since it also has beach frontage and the adjusted unit price for this sale is \$18.33 per square foot. Most emphasis was placed on sale 3.

Land Value Conclusion - Tract I		
Size	Unit Value	Conclusion
46,522	\$18.00	\$837,396
Rounded		\$840,000

Tract II has limited marketability due to its location, size and configuration. Adjustment applied to the value indication for Tract I include a 10% downward adjustment for size (0.20 Acre); a 50% downward adjustment for no beach frontage; and a 10% downward adjustment for its triangular configuration. The net total downward adjustment is 70%. The resulting indicated unit value for Tract II with this adjustment is as follows.

Land Value Conclusion - Tract II		
Size	Unit Value	Conclusion
8,712	\$5.40	\$47,045
Rounded		\$50,000

Adjustment Grid Summary - Vacant Land

Land Value Adjustment Grid

Sale No.	Subject	% Adj.	Sale	% Adj.	Sale	% Adj.	Sale	% Adj.	Sale	% Adj.	Sale
		1		2		3		4		5	
	Unadjusted Price/Sq. Ft.		\$9.74		\$20.37		\$19.69		\$12.05		\$26.10
1. Real Property Rights Conveyed	Fee	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	Fee
Adjusted Price			\$9.74		\$20.37		\$19.69		\$12.05		\$26.10
2. Financing/Conditions of Sale		0%	\$0.00	0%	\$0.00	0%	\$0.00	-20%	-\$2.41	0%	\$0.00
Adjusted Price			\$9.74		\$20.37		\$19.69		\$9.64		\$26.10
3. Date of Value/Sale	7/2021	7/2020		11/2020		1/2021		Listing		Listing	
Market Conditions		0%	\$0.00	0%	\$0.00	0%	\$0.00	-10%	-\$0.96	-25%	-\$6.53
Adjusted Price			\$9.74		\$20.37		\$19.69		\$8.68		\$19.58
4. Size - Sq. Ft.	46,522	20,525		27,000		7,566		19,497		187,744	
Size - Acres	(1.068)	(0.47)		(0.62)		(0.17)		(0.45)		(4.31)	
		-10%	-\$0.97	-10%	-\$2.04	-20%	-\$3.94	-10%	-\$0.87	20%	\$3.92
5. Additional Adjustments											
Locational Characteristics	Timon/Hull	0%	\$0.00	0%	\$0.00	10%	\$1.97	0%	\$0.00	10%	\$1.96
Corner	Interior	-10%	-\$0.97	0%	\$0.00	0%	\$0.00	-10%	-\$0.87	0%	\$0.00
Zoning	RM-AT	0%	\$0.00	0%	\$0.00	-5%	-\$0.98	0%	\$0.00	-5%	-\$0.98
Beach Frontage	Yes	50%	\$4.87	0%	\$0.00	10%	\$1.97	50%	\$4.34	0%	\$0.00
Net Adjustment After Date of Sale		30%	\$2.92	-10%	-\$2.04	-5%	-\$0.98	30%	\$2.60	25%	\$4.89
Total Net Adjusted Price (%)		30%		-10%		-5%		-6%		-6%	
Adjusted Price/Sq. Ft.			\$12.66		\$18.33		\$18.71		\$11.28		\$24.47

Average Adjusted Value/Sq. Ft.:	\$17.09
Average W/O Sales 1 & 4:	\$20.50
Adopted/Indicated Value/Sq. Ft.:	\$18.00
Total Value:	\$837,396
Rounded To:	\$840,000

0

Note: Some totals may differ slightly due to computer rounding.

ESTIMATED LEASE RATE

The client has requested an opinion of a market derived ground lease rate for the subject property.

Ground lease – *“A lease structure where a real estate investor rents the land (i.e. ground) only. In the case of a ground lease, generally one party owns the land (i.e. fee simple interest) while a separate party owns the improvements (i.e. leasehold interest). In most cases, the owner of the land leases the land to the owner of the improvements for an extended period of time (20 – 100 years).”*

Leasehold Interest – *“In real estate, a leasehold interest refers to a structure where an individual or entity (lessee) leases the land (i.e. ground lease) from the fee simple owner (lessor) of the land for an extended period of time. The lessee of a leasehold estate will generally own the improvements on the land and use the land and improvements as if the lessee were the owner of the land. During the term of the ground lease, the lessee will pay rent to the lessor for use of the land. At the end of the ground lease term, the lessee must return use of the land, and any improvements thereon, to the land owner.*

Ground leases are common to prime locations, where landowners don't necessarily want to sell but where they may not have the expertise (or desire) to operate the business on the property. Thus, they lease the land to someone who owns the improvements.

Most land leases are basically structured in such a way that rent is determined by a market ground lease rental rate percentage being applied to the market value of the land. The problem is that while sufficient data typically exist to establish the market value of the fee interest in land, sufficient actual transaction data seldom exist to establish the appropriate rental rate and corresponding rates of return. This is because land leases are generally infrequent compared with outright sales of property. While we are aware of several ground leased parcels in the market area, the data that can be extracted from these ground leases are only market rents to the extent the ground leased transactions were recently entered into.

The terms of a ground lease and the relative risks to a lessee or a lessor definitely influence the appropriate ground-lease rental rate.

Land lease transactions are relatively infrequent compared to outright fee purchase and ownership. Ground leases are relatively more frequent where property is limited, and for this reason landlords have relatively greater control in the negotiating process. In fact, the majority of land leases occur in four areas.

There are two basic clauses used in ground leases by a lessor in an attempt to keep the rent current with market. The first and most common is a CPI clause. There are many variations on a CPI adjustment. The adjustment can be made annually or, more often in the current environment, can be made periodically; for example, every five years. The adjustment can be cumulative or simple interest. The adjustment can have a cap and a floor or be unlimited. The adjustment may also be only a portion of the CPI change, such as 50% or 75%.

The basic purpose of a reappraisal clause is to bring the ground rent back to market. A reappraisal can be done as often as the parties wish, but usually, because of the expense, it is done at a maximum of once every 10 years, and sometimes only once every 20 years. Variations on this clause include reappraising the land value but leaving the land-lease rate fixed; reappraising the land value and the land-lease rate to market; reappraising one or the other but not allowing the rent to be less than the most recent amount paid; and having the reappraisal clause only at the option of the lessor or the lessee.

The term of a lease is also an important influence on the land lease rate. The longer the term of a lease the more favorable it is for the lessee, in that there is a longer period of time to pay back the investment in the improvements. It is generally accepted that the longest possible term for a land lease, including options, is 99 years, although the exact legal basis for this is uncertain. Ground leases of less than 50 years are increasingly difficult to finance because there is not sufficient time to amortize building investment with a margin for changing market conditions. It stands to reason that because a longer land-lease term favors the lessee, a 99 year lease might carry a marginally higher rate than a 50 year land lease.

In determining an appropriate land-lease rate for any particular property, site specific considerations need to be weighed. Within the broader range of ground rental rates, it is the site specific factors that influence the opinion of a land lease rate for a particular property.

We are aware of three properties located along South Padre Island Drive which contain ground leases. The owner has requested that the specific information regarding these leases remain confidential. The three tracts are summarized below:

<u>Size -SF</u>	<u>Size-Acres</u>	<u>Date of Lease</u>	<u>Term of Lease</u>	<u>Rate of Return</u>
111,581 Sq. Ft.	2.56 Acres	March 2011	50 Yrs	10% with CPI annual increases
88,390 Sq. Ft.	2.03 Acres	January 2016	50 Yrs	12% with CPI annual increases
92,740 Sq. Ft.	2.13 Acres	August 2015	30 Yrs	10% with CPI annual increases

Establishing an appropriate land lease rate involves a higher than normal degree of subjectivity. Initial ground leases are fairly infrequent in most markets. Based on market comparable ground lease data available, the multiplier for establishing ground rent in the immediate area usually ranged from 8% to 12%. A ground lease functions more like an interest rate instrument than like a real estate discount rate. The subject property comprises only land, which is the safest portion of a real estate investment. For most ground leased property, landlords have no management responsibility, no maintenance costs, and no market risk, given a typical long term, triple-net ground lease. Relative to a landlord's investment, there are no physical depreciation concerns as the landlord is not paying for any building improvements. For all of these reasons, a typical ground leased property cannot be reasonably compared to an internal rate of return from an alternative real estate investment such as an office building or a shopping center. Rather, a ground lease is often much like a bank certificate of deposit or a corporate bond. As interest rates have decreased fairly substantially over the past two years, most ground-lease rates should also have decreased commensurately.

In determining an appropriate market based land lease rate, all of the factors discussed need to be weighed as to the influence on a particular subject property. The subject's location and access is inferior to the three comparables listed above. While North Beach is a desirable area, construction of the new Harbor Bridge has hampered access into and out of the area. After the bridge is complete there will still be issues with access to the North Beach and the subject specifically. For these reasons, we believe a rate lower than the above range is deemed appropriate for the subject tracts.

For Tract I we have determined a rate of 8% to be appropriate based primarily on location. Our fee simple value conclusion was \$18.00 per square foot. Applying the 8% rate results in an annual lease rate of \$1.44 per square foot or \$1.45 rounded. The annual amount is \$67,457 or \$5,621 per month.

Conclusion of Estimated Lease Rate - Vacant Land

Land Value Conclusion		
Size	Unit Lease Rate/Year	Conclusion
46,522	\$1.45	\$67,457

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For Tract II we have also applied a rate of 8% to be appropriate based primarily on location. Our fee simple value conclusion was \$5.40 per square foot. Applying the 8% rate results in an annual lease rate of \$0.43 per square foot or \$0.45 rounded. The annual amount is \$3,920 or \$327 per month.

Conclusion of Estimated Lease Rate - Vacant Land

Land Value Conclusion		
Size	Unit Lease Rate/Year	Conclusion
8,712	\$0.45	\$3,920

ADDENDA



NOTICE TO PROCEED

CITY OF CORPUS CHRISTI – ENGINEERING SERVICES
1201 Leopard St., 3rd Floor
Corpus Christi, Texas 78401

June 23, 2021

Tasador, Inc.
Attn: Carl Bob Hellums
P.O. Box 81492
Corpus Christi, Tx 78468-1492

Project: Project 90015, North Beach

Dear Mr. Hellums,

Please consider this your official Notice to Proceed on Project 90015, North Beach appraisal services. You are hereby authorized to proceed with the services, in accordance with the proposal.

Sincerely,

Hilda Mihalco
Finance Resource & Management
Superintendent

Enclosures
Fully Executed Agreement

Tasador, Inc.

Department of Engineering
Property & Land Acquisition Division

Real Estate Appraisal Contract
North Beach - Puerto Del Sol

This contract is between the **City of Christi, Texas**, a Texas home-rule municipal corporation ("City"), acting through its duly authorized City Manager or designee and **Tasador, Inc.** ("Appraiser") of P.O. Box 81492, Corpus Christi, Texas 78468-1492 for the preparation of a Real Estate Appraisal report, including market rental value, for two parcels on North Beach.

NOW THEREFORE, the City and the Appraiser agrees as follows:

A. The Appraiser agrees to the following:

(1) Prepare two complete, summary appraisal reports in narrative format containing the market value (as defined in USPAP) for fee simple rights and estimated lease value to the tracts of land shown in **Exhibit A**, attached to the Appraiser's proposal:

- a) Tract 1 – 1.068 acres as identified in **Exhibit A**, in Corpus Christi, Nueces County, Texas.
- b) Tract 2 - 0.20 acres as identified in **Exhibit A**, in Corpus Christi, Nueces County, Texas, also known as BROOKLYN LT 7 BK 414.

In developing and reporting the appraisals, the appraiser must abide by the most current edition of the Uniform Standards of Professional Appraisal Practice (USPAP). The report must include the Highest and Best Use, all applicable approaches to value and any hypothetical conditions or extraordinary assumptions. Include all comparable sales and provide a map showing the comparable sales. Do not include sales data of land acquired under the threat of eminent domain.

(2) Submit the appraisal reports to the City of Corpus Christi along with Appraiser's invoice. The appraisals will contain a summary letter indicating the market value determined in the report. Include in the addendum all maps, photographs, market data and other pertinent data which affect the final market value.

(3) The Appraiser will submit appraisal reports to the City no later than July 16, 2021. The City reserves the right to add, amend and revise the amount of the parcels, if necessary, at additional fee agreed upon between the City and the Appraiser.

(4) The Appraiser agrees to share information on comparable sales in the area in a cooperative manner with other appraisers appraising in the area for the City.

(5) The Appraiser agrees to consult with the City Property and Land Acquisition Division Manager to discuss the appraisal prior to completion and shall submit the report to Property and Land Acquisition Division, bobbyh2@cctexas.com, P. O. Box 9277, (City Hall - 1201 Leopard Street), Corpus Christi, Texas 78469-9277 upon completion.

(6) SCOPE OF WORK: See the Appraisers Fee proposal attached as **Exhibit A** for Scope of Work. It is further agreed that appraisal information concerning the property assigned for appraisal services, whether contained in or within the appraisal report to the City or not, is to be treated as

confidential and a breach of such confidence by the Appraiser, except on written authorization by the City Manager or upon proper order of the Court, is a material breach of this contract.

(7) If there are separately held interests in any parcel of real property to be acquired (such as leasehold estates, tenant-owned improvements, agricultural crops, life estates, etc.) the appraisal must include an apportionment of the total just compensation to each separately held interest to be acquired. **Acquisition will not include mineral rights.**

(8) The Appraiser will comply with all Federal, State and Local laws and ordinances applicable to the work.

(9) In the appraisal reports, the Appraiser will include the Appraiser's technical qualifications, general appraisal experience, specific experience in appraising properties of the type involved in this project, the courts in which Appraiser has testified as an expert witness and any other information relating to professional qualifications.

(10) In agreeing to the terms of this contract, the Appraiser hereby certifies that Appraiser does not have any interest (including that of real estate broker or agent), direct or indirect, present or prospective, in any parcel(s) described in this contract or any other interest, whether or not in connection with said parcel(s), which would conflict in any manner or degree with the performance of the services and submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished hereunder, any person having any such interest, and until such parcel(s) is (are) acquired by the City or excluded from its project. The Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire any such interest and will not, for their own account or for other than the City, negotiate for any of said parcel(s), perform services in connection with said parcel(s), or testify voluntarily as a witness in a condemnation or other proceeding with respect to such parcel(s).

(11) The Appraiser shall not assign, transfer or delegate any of Appraiser's obligations or duties of this contract to any other person without prior written consent of the City Manager or designee except for routine duties delegated to personnel of the Appraiser's staff.

(12) INDEMNIFICATION

Appraiser agrees to indemnify, save harmless and defend the City of Corpus Christi, its agents and employees against and hold it harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, due to activities of Appraiser, its agents or employees, including without limitation, any injury to any person, any death at any time resulting from such injury or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the sole negligence of the City of Corpus Christi, its agents or employees.

B. The City agrees to provide the following to the Appraiser:

- (1) Furnish copies of any available survey data for the parcel.
- (2) Furnish copies of any available title reports for the parcel.
- (3) Provide information on comparables, if any, available to the City.
- (4) Other data as indicated in the appraiser's proposal letter (**Exhibit A**).

C. Fee:

In consideration of work to be performed by the Appraiser as written in Section A, subsections 1-12 herein and in accordance with the appraiser's written proposal attached as **Exhibit A**, the City agrees to pay Appraiser the total sum of **\$2,900.00 for the appraisal reports.**

D. Payment:

Payment for the appraisal reports are to be made upon completion of the total assignment, submittal of invoice and correction of any errors.

E. Termination:

The City Manager or designee reserves the right to terminate this contract with or without cause at anytime. Termination may include the entire contract or may include only selected parcels that the City desires to delete. In either case, the City agrees to pay Appraiser only for the work completed at the time of termination.

CITY OF CORPUS CHRISTI:




Digitally signed by Jeff
Edmonds
Date: 2021.06.21 10:57:04
-05'00'

Jeff H. Edmonds, P.E. (Date)
Director of Engineering Services

City of Corpus Christi
1201 Leopard St, 3rd Floor
Corpus Christi, Texas 78401
Phone No. 361-826-3500
Fax No. 361-826-3501

APPRAISER:



Digitally signed by Carl
Bob Hellums
Date: 2021.06.21 09:59:12
-05'00'

Carl Bob Hellums 6/21/21
(Date)

Tasador, Inc.
P.O. Box 81492
Corpus Christi, TX 78468-1492
Phone No. 361-852-3246
Fax No. 361-852-3595

APPROVED AS TO FORM:



2021.06.21
10:19:29 -05'00'

Legal Department (Date)

Tasador, Inc.
P. O. Box 81492
Corpus Christi, Texas 78468-1492
(361) 852-3246 • FAX (361) 852-3595

June 17, 2021



City of Corpus Christi
Mr. Bobby C. Harraid, Jr.
Property & Land Acquisition Manager
1201 Leopard
Corpus Christi, TX 78401

RE: Project 90015, North Beach

Mr. Harraid,

Tasador, Inc. can complete appraisals on tracts numbers one and two from the attached map exhibit. Tract One is 1.068 acres and Tract Two is 0.2 Acres.

Each of these would be vacant land appraisals and our cost would be \$2,900. Included in this price is estimating an amount these tracts could be leased. We could deliver this appraisal no later than 7/16/21. This time frame is applicable for five days from today.

Should you need further information in regards to this real estate appraisal bidt please do not hesitate to call, email or mail. Thank you for the opportunity to bid on this appraisal

Sincerely,


Carl Bob Helms

CBH:wes

Tasador, Inc.

QUALIFICATIONS

CARL BOB HELLUMS

Tasador, Inc.

P. O. Box 81492

Corpus Christi, Texas 78468-1492

(361) 852-3246

Educational Background

1. Graduate of Uvalde High School, Uvalde Texas, May 1981
2. Graduate of Texas A&M University, Bachelor of Science Degree in Agricultural Economics, College Station, Texas, May 1985
3. Graduate of Texas A&M University, Master of Agriculture Degree in Land Economics and Real Estate, College Station, Texas, December 1986
4. Texas Real Estate Broker License #384778
5. Successfully challenged the American Institute of Real Estate Appraisers Exam 1A1, Real Estate Appraisal Principals, Exam 1A2, Basic Valuation Procedures, Exam 1BB, Capitalization Theory and Techniques, Part B.
6. Attended courses, Exam 2-1, Case Studies in Real Estate and Exam SPP, Standards of Professional Practice
7. Attended Seminars, American Institute of Real Estate Appraisers R-41c, Cash Equivalency, etc.
8. Attended Seminars, International Right of Way Association, Course 214 Expert Testimony, Course 403 Easement Valuation.
9. Mandatory Continuing Education for Real Estate Brokers License, October, 2012.
10. Attended Appraisal Course, National Uniform Standards of Professional Appraisal Practice, October, 2008.
11. Attended Appraisal Institute Course 420, Standards of Professional Practice, January, 1999.
12. Attended Capital Gains Taxes, January, 1999.
13. Income Valuation, March 2003.
14. Income Valuation, March 2005.
15. Technology for Today's Appraiser October, 2008.
16. Appraising Factory Built Housing October, 2008.
17. Appraisal Trends October, 2008.
18. Texas Real Estate Legal Update, August, 2010.
19. Property Management, August, 2010.
20. Short Sales, August, 2010.
21. Texas Real Estate Ethics, August, 2010.
22. Risky Business: Ways to Minimize Your Liability, February, 2011.
23. Mortgage Fraud, February, 2011.
24. Land and Site Valuation, February, 2011.
25. National USPAP Update Course, 2015.
26. Appraising FHA Today, 2015.
27. Construction Details and Trends, 2015.
28. Residential Appraisal Review, 2015.
29. Better to be Safe Than Sorry, 2017.
30. Property and Valuation Analysis, 2017.
31. Defensible Appraising, 2017.
32. 2018-2019 USPAP Update 2019.
33. Covering All the Bases in Residential Reporting, 2019.
34. Green in Residences and Appraisals, 2019.
35. Methodology and Application of Sales Comparison, 2019.
36. TREC Legal Update, 2019.
37. TREC Legal Update II, 2019.
38. Texas Common Legal Issues of Real Estate, 2019.
39. Income Approach Review, 2020.
40. Mortgages, Appraisers and Foreclosures, 2020.
41. USPAP Update Course, 2020,
42. Appraising Small Residential Income Properties, 2020.
43. Real Estate Trends and Disputers, 2020.
44. Legal Update I, 2020.
45. Legal Update II, 2020.
46. Technology Updates, 2020.

Experience

1. Graduate Internship, Sidney H. Smith III, Real Estate Appraisers and Consultants, Inc., May 1986 thru August 1986.
2. Independent Fee Appraisers, Sidney H. Smith III, Real Estate Appraisers and Consultants, Inc., December 1986 thru December 1989.

Tasador, Inc.

3. Independent Fee Appraiser, American Appraisers, Inc., January 1990 to October 1991.
4. President, Tasador, Inc., November 1991 to Present.
5. President, Tasador Laredo, Inc. May 1994 to Present.
6. President, TWOSAAM, Inc. August 1999 to Present.

Type of Property

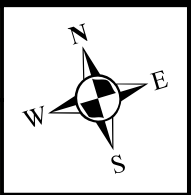
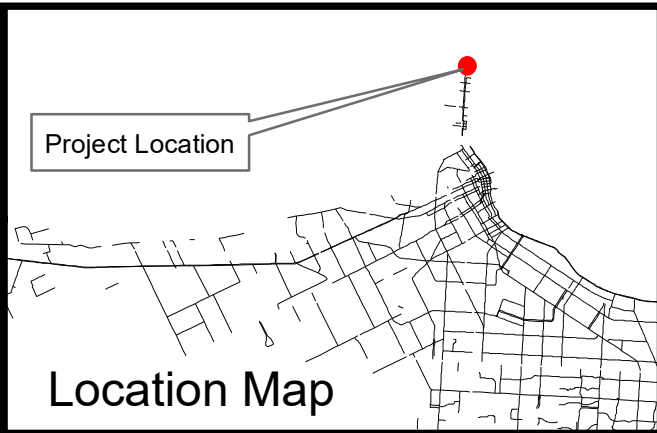
Commercial, Industrial, Vacant Land and Farm and Ranch. Experience with industrial parks, apartments, cemeteries, funeral homes, condemnation (whole and partial takings and damages), restaurants, fast food restaurants, leased fee and leasehold interests, golf courses and country clubs, marinas, light and heavy industry, mini-warehouses and boat storage, motel and hotels, shopping centers, general, professional, medical and dental office buildings, subdivisions, special-use properties, townhouse and condominium projects, warehouse, municipal utility districts, etc.

Geographic Areas Served

South Texas

Professional Memberships

Past Member General Accredited Appraiser, National Association of Realtors
State Certified General Real Estate Appraiser. License Number TX-1320362-G; Expires March 31, 2023
National Association of Realtors
Past Member of Corpus Christi Builders Association
Texas Licensed Real Estate Broker; Expires 10/31/2022



<p>COMMERCIAL LAND LEASE TRACTS I & II NORTH BEACH, CORPUS CHRISTI, TX</p>	<p>CITY COUNCIL EXHIBIT</p> <p>CITY OF CORPUS CHRISTI, TEXAS DEPARTMENT OF ENGINEERING SERVICES</p> 
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