

**AMENDMENT NO. 1 TO AGREEMENT FOR THE LEASE,
CONSTRUCTION OF IMPROVEMENTS AND OPERATION OF BILLISH PARK**

This Amendment No. 1 amends the Lease, Construction of Improvements and Operation of Billish Park (Agreement) between the City of Corpus Christi (City) and Padre Isles Property Owners Association, Inc. (PIPOA), approved by City Council on June 20, 2017, Ordinance Number 031170.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) Agreement is amended to add the following to Section IV.:

“G. Parties acknowledge that PIPOA has been paid in full for the improvements installed at Billish Park, that such payment was issued by PO # 59761-0000, for \$361,226.21, dated March 9, 2020.”

- 2) Agreement is amended to add the following Section IV.:

“H. The Parties acknowledge that the improvements are property of the City of Corpus Christi and title of improvements is vested to the City of Corpus Christi.”

- 3) Section V.F. is amended to read as follows:

“F. PIPOA may construct up to four wells and a related irrigation system for the maintenance of the grounds at Billish Park only. PIPOA shall be solely responsible for the construction, drilling, ongoing maintenance, and upkeep of any well and irrigation system and shall not seek reimbursement from City for those related costs. PIPOA shall follow all local, State, and Federal rules, regulations, and laws and shall insure all contractors hired for such work under this section shall follow said rules, regulations, and laws. All work constructed under this paragraph shall be properly insured and name the City as an additional insured. Certificate of insurance with proper coverage verified with City’s Risk Department shall be provided and approved in writing before any such work shall begin. PIPOA shall ensure that all proper permits and approvals have been obtained in writing and shall provide copies of such approvals and permits to City before drilling wells. Parties acknowledge that the well(s) and irrigation system(s) constructed under this section shall be property of the City upon completion and title shall vest in City.”

- 4) Agreement is amended to add the following to Section V.:

“H. City, at its own cost and expense, agrees to perform the following maintenance:

1. City shall perform sanitation and trash pickup daily, excluding weekends, holidays, or weather-related events, such as hurricanes or other natural disasters. City's duties under this paragraph are subject to any emergency declarations by City, State, or Federal governments, and the availability of staff to perform daily sanitation and trash pickup. Nothing in this paragraph prevents PIPOA from contacting City through the 311 app, the City's website at www.corpuschristitx.gov/departments-directory/communications/311-call-center, or by phone to 3-1-1 to report trash or other conditions at Billish Park.
 2. City shall re-mulch playground at least once annually.
 3. Nothing in this paragraph is to be interpreted that the annual subsidy provided to PIPOA under Section V.E. of this Agreement and any amendments thereto shall be offset or reduced by the maintenance performed by City or the value of the maintenance performed by the City."
- 5) Agreement is amended to add the following to Section V.:
- "H. PIPOA shall notify City by the 311 app, the City's website at www.corpuschristitx.gov/departments-directory/communications/311-call-center, or by phone to 3-1-1 in the event that a special event permit holder does not properly collect trash following a special event at Billish Park. Such notice shall be made within 48 hours after the conclusion of the event."
- 6) Agreement is amended to add the following to Section V.:
- "I. City may notify PIPOA when Billish Park is rented for special events and may provide a copy of the special event permit upon written request by PIPOA. Notification under this section shall be by email to exdir@pipoa.net."
- 7) This Amendment shall be effective upon final signature by City.
- 8) All other terms and conditions of the previously executed Agreement between the parties which are not inconsistent herewith shall continue in full force and effect.

Signatures on next page.

City of Corpus Christi

By: _____

Name: _____

Title: _____

Date: _____

Padre Isles Property Owner Association, Inc.

By: *Richard McGinley*
Richard McGinley (Aug 19, 2025 15:09:45 CDT) _____

Name: Richard McGinley

Title: Executive Director

Date: 08/19/2025

Approved as to Legal Form on _____ of _____, 20____:

Assistant City Attorney