



City of Corpus Christi

1201 Leopard Street
Corpus Christi, TX 78401
cctexas.com

Meeting Minutes

City Council

Tuesday, June 10, 2025

11:30 AM

Council Chambers

Addendums may be added on Friday.

A. Mayor Paulette Guajardo to call the meeting to order.

Mayor Guajardo called the meeting to order at 11:37 a.m.

B. Invocation to be given by Pastor Steve Lopez with Koinonia Church.

Pastor Steve Lopez with Koinonia Church gave the invocation.

C. Pledge of Allegiance to the Flag of the United States and to the Texas Flag to be led by Mariah Stith 4th grader at Incarnate Word Academy and Sloan Murphy 4th grader at Annapolis Christian Academy.

Mariah Stith 4th grader at Incarnate Word Academy and Sloan Murphy 4th grader at Annapolis Christian Academy, led the Pledge of Allegiance to the Flag of the United States of America and to the Texas Flag.

D. City Secretary Rebecca L. Huerta to call the roll of the required Charter Officers.

City Secretary Rebecca 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 Huerta

Present: 9 - Council Member Roland Barrera, Council Member Carolyn Vaughn, Council Member Gil Hernandez, Council Member Sylvia Campos, Mayor Paulette Guajardo, Council Member Eric Cantu, Council Member Mark Scott, Council Member Kaylynn Paxson, and Council Member Everett Roy

E. CITY MANAGER'S COMMENTS / UPDATE ON CITY OPERATIONS: (ITEMS 1 - 2)

1. [25-0805](#) Hurricane Season Preparedness, presented by Jace Johnson, Emergency Management Coordinator

Emergency Management Coordinator Jace Johnson presented information on the following topics: office of emergency management staff; how the city is prepared; 2025 Atlantic Tropical Cyclone Names; 2025 Atlantic Hurricane season outlook; it only takes one; hurricane levels; coordination and collaboration; partner communication; outreach; communications; reverse alert; hurricane preparedness 2025; know your evacuation

route; evacuation hub; and phased hurricane reentry.

Council Members, City Manager Peter Zanoni, and Emergency Coordinator Johnson discussed the following topics: sandbag distributions will be held on Saturday, June 14 and Saturday, June 28 at the Cabaniss Athletic Complex; how to secure barriers and construction areas during strong winds; and a Council Member recognized the City Manager for assisting the City of Alice during the recent inclement weather.

2. [25-0851](#) FY 2025 2nd Quarter Budget Report

City Manager Peter Zanoni presented information on the following topics: FY 2025 2nd Quarter Report overview; general fund revenues; 2nd quarter actual revenues \$229.3M; general fund expenses; 2nd quarter actual expenditures \$166.2M; HOT tax revenue; water fund; FY 2025 budget initiatives (all funds); Capital Improvement Program; quarter 2 report summary; and FY 2026 budget roadmap.

F. PUBLIC COMMENT

Mayor Guajardo opened public comment.

David Lehfeldt, Corpus Christi, TX, suggested cutting the litter critter program and the recycling program from the City's budget to assist with the deficit.

Shawn Flanagan, Corpus Christi, TX, spoke in support of Item 20.

Brad Bartilson, Corpus Christi, TX, spoke about re-examining other water options for the City.

Robin Sanders, Corpus Christi, TX, spoke about Council decorum and City ethics.

Patsy Vazquez-Contes, Corpus Christi, TX, recognized the Mayor for her dedication to the 4th of July Big Bang Celebration.

Charlie Webb, Corpus Christi, TX and Adam Rios, Corpus Christi, TX, spoke in support of the funding received for the Ritz Theatre.

Samuel Aundra Fryer, Corpus Christi, TX, spoke about an alternative water supply.

Sofia Hernandez, Corpus Christi, TX, expressed gratitude to the City for accepting the University of Texas Home to Texas Internship program.

Tina Butler, Corpus Christi, TX, spoke about the Juneteenth Festival on June 20-22, as well as free mammograms at the health and wellness event.

Al Arreola, Corpus Christi, TX, recognized Lemonade Day, and spoke in support of the Inner Harbor desalination plant and moving the public comment period to 5:30 p.m.

Rachel Caballero, Corpus Christi, TX, expressed a desire to move the public comment period the day before the Council meeting and for the City to move into stage 4 water restrictions.

The following citizens spoke in support of Item 9: Johnny Stobbs, Corpus Christi, TX, Santiago Garcia, Corpus Christi, TX, and Scott Marsh, Corpus Christi, TX.

Jennifer Gracia, Corpus Christi, TX, spoke about the Juneteenth Festival presented by the TABPHE organization.

Jason Hale, Corpus Christi, TX, requested GHD's participation regarding the results for the desalination study.

Isabel Araiza, Corpus Christi, TX, asked to move the public comment period the day before the Council meeting, expressed opposition to the Hillcrest rezoning, spoke about the budget shortfall, and the naming rights to the Convention Center.

Melissa Zamora, Corpus Christi, TX, spoke in opposition to desalination.

Eli McKay, Corpus Christi, TX, expressed a desire to move the public comment period the day before the Council meeting at 5:30 p.m. and in opposition to the Hillcrest rezoning.

Pat Craig, Corpus Christi, TX, spoke in support of Item 20 and the public comment process should allow individuals to ask questions to Council.

John Hendricks, Corpus Christi, TX, spoke about making Feast of Corpus Christi a new City holiday.

Myra Alaniz, Robstown, TX, spoke in opposition to desalination.

The following individuals spoke in opposition to the Hillcrest rezoning: Andrea Puyol, Corpus Christi, TX, Lia Araiza Ortiz, Corpus Christi, TX, Deanna King, Corpus Christi, TX, Gilbert Aguirre II, Corpus Christi, TX, Lamont Taylor, Corpus Christi, TX, Christina English, Corpus Christi, TX, Monna Lytle, Corpus Christi, TX, Daniel Pena, Corpus Christi, TX, and Elida Castillo, Taft, TX.

The following citizens submitted a written public comment which is attached to the minutes: Susan Lamb, Corpus Christi, TX, John Weber, Corpus Christi, TX, and Amanda Breland, Corpus Christi, TX.

G. BOARD & COMMITTEE APPOINTMENTS: (ITEM 3)

3. [25-0818](#) Civil Service Board
Civil Service Commission
Ethics Commission

Mayor Guajardo referred to Item 3.

Civil Service Board:

Reappointed: Deborah A. Sibila

Appointed: Joel S. Mumphord and Israel Talamantez

Civil Service Commission:

Reappointed: Deborah A. Sibila

Appointed: Joel S. Mumphord and Israel Talamantez

Ethics Commission:

Appointed: Christina Garcia and Casey O'Donnell

H. EXPLANATION OF COUNCIL ACTION:

I. CONSENT AGENDA: (ITEMS 4 - 12)

Approval of the Consent Agenda

Mayor Guajardo referred to the Consent Agenda. Items 9, 11 and 12 were pulled for individual consideration.

Council Member Paxson moved to approve the consent agenda with the exception of Items 9, 11 and 12, seconded by Council Member Campos. The motion carried by the following vote:

Aye: 9 - Council Member Barrera, Council Member Vaughn, Council Member Hernandez, Council Member Campos, Mayor Guajardo, Council Member Cantu, Council Member Scott, Council Member Paxson and Council Member Roy

Abstained: 0

4. [25-0800](#) Approval of the May 13, 2025 Regular Meeting Minutes

The Minutes were approved on the consent agenda.

Consent - Second Reading Ordinances

5. [25-0637](#) Ordinance to add new Section 12-109 to Chapter 12 of the City Code to prohibit crossing of buoy markers at Choke Canyon Reservoir; providing for a penalty not to exceed \$500 and publication.

This Ordinance passed on second reading on the consent agenda.

Enactment No: 033656

Consent - Contracts and Procurement

6. [25-0586](#) Resolution authorizing the purchase of 40 additional and 35 replacement Harris XL-85M mobile communication radio systems from Dailey and Wells Communications, of San Antonio, Texas, for the Corpus Christi Police Department in the amount of \$350,745.00, with FY 2025 funding in the amount of \$196,417.20 from the Fleet Equipment Replacement Fund, \$116,915.00 from the General Fund and \$37,412.80 from the Crime Control and Prevention District Fund.

This Resolution was passed on the consent agenda.

Enactment No: 033657

7. [25-0490](#) Motion authorizing the purchase of 11 additional binocular night vision device systems and accessories from Z Bar Supply Company, of Muleshoe, Texas, for the Corpus Christi Police Department's Special Weapons and Tactics Team for \$168,300.00, with FY 2025 funding in the amount of \$168,300.00 from the General Fund.

This Motion was passed on the consent agenda.

Enactment No: M2025-056

8. [25-0636](#) Motion authorizing the purchase of two additional LifePak cardiac monitors, accessory equipment, software licenses, and preventative maintenance services for \$142,623.70 from Stryker Sales, of Kalamazoo, Michigan, through the Sourcewell Cooperative, for the Corpus Christi Fire Department, with FY 2025 funding from the General Fund.

This Motion was passed on the consent agenda.

Enactment No: M2025-057

9. [25-0793](#) Resolution authorizing a two-year professional services agreement with Grail, Inc., of Menlo Park, California, for Galleri multi-cancer early detection tests for the Corpus Christi Fire Department in an amount not to exceed \$311,520.00, with FY 2025 funding of \$233,640.00 from the General Fund.

Mayor Guajardo referred to Item 9.

Council Member Paxson requested to pull this item to express full support.

Council Member Paxson moved to approve the resolution, seconded by Council Member Roy. This Resolution was passed and approved with the following vote:

Aye: 9 - Council Member Barrera, Council Member Vaughn, Council Member Hernandez, Council Member Campos, Mayor Guajardo, Council Member Cantu, Council Member Scott, Council Member Paxson and Council Member Roy

Abstained: 0

Enactment No: 033658

10. [25-0695](#) Resolution authorizing a two-year service agreement, with one two-year option to renew, with Grace Water Services, LLC, of Katy, Texas, in an amount up to \$564,744.00, with a potential amount up to \$1,129,488.00 if the option is exercised, for preventative maintenance and repairs of the breakpoint chlorination system at the Oso Water Reclamation Plant, with FY 2025 funding of \$69,624.00 from the Wastewater Fund.

This Resolution was passed on the consent agenda.

Enactment No: 033659

General Consent Items

11. [25-0554](#) Resolution canceling the 2025 Homeless Housing and Services Program (HHSP) agreements between the City of Corpus Christi and the Nueces Center for Mental Health and Intellectual Disabilities (MHID) and increasing the 2025 HHSP agreements with Mission 911 to \$164,198.00 for the General Set Aside and \$53,111.00 for the Youth Set Aside totaling \$217,309.00.

Mayor Guajardo referred to Item 11.

Council Members, City Manager Peter Zanoni, and Director of Planning and Community Development Dan McGinn discussed the following topics: currently no money is being issued to Mental Health Intellectual Disabilities (MHID); \$217,000 is going to Mission 911; and desires to find solutions for the houseless community.

Mayor Guajardo opened public comment.

Marilena Garza, Corpus Christi, TX, voiced support for homelessness funding and concern about lack of leadership.

Tony Reyes, Corpus Christi, TX, thanked the City Council Members for this funding.

Mayor Guajardo closed public comment.

Council Member Paxson moved to approve the resolution, seconded by Council Member Cantu. This Resolution was passed and approved with the following vote:

Aye: 9 - Council Member Barrera, Council Member Vaughn, Council Member Hernandez, Council Member Campos, Mayor Guajardo, Council Member Cantu, Council Member Scott, Council Member Paxson and Council Member Roy

Abstained: 0

Enactment No: 033660

Consent - First Reading Ordinances

12. [25-0749](#) Ordinance amendment Chapter 12 1/2 of the City Code of Ordinances to modify

audit standards and make other edits.

Mayor Guajardo referred to Item 12.

Council Member Hernandez moved to amend the ordinance to Sec. 121/2-3.-Audit Committee, seconded by Council Member Campos as follows:

(a) The audit committee will provide guidance and oversight of the city auditor's office in the performance of its responsibilities. The audit committee will consist of four (4) council members selected by the mayor at the beginning of each council term and be approved by a majority of council. The mayor shall appoint one of the council members as the chairperson. The mayor or a majority of council may remove a member of the audit committee at any time. If a member is removed, the mayor will select a new member to be approved by a majority of council. However, if a committee has not been appointed, then the duties of the council audit committee as described in this chapter shall be undertaken by the entire city council.

Council Members and City Attorney Miles Risley discussed the following topic: concerns with how this amendment is worded without a cause for removal or change.

Council Member Paxson moved to amend the ordinance to include "for justifiable cause that does not reflect and support the mission of the audit committee," seconded by Council Member Hernandez and passed with the following vote: Council Members Campos, Cantu, Hernandez, Paxson and Vaughn voting, "yes", and Mayor Guajardo and Council Members Barrera, Roy and Scott voting, "no."

Council Member Paxson moved to approve the ordinance as amended, seconded by Council Member Hernandez. This Ordinance was passed on first reading as amended and approved with the following vote:

Aye: 6 - Council Member Vaughn, Council Member Hernandez, Council Member Campos, Council Member Cantu, Council Member Paxson and Council Member Roy

Nay: 3 - Council Member Barrera, Mayor Guajardo and Council Member Scott

Abstained: 0

J. RECESS FOR LUNCH

Mayor Guajardo recessed the Council meeting for lunch at 1:49 p.m. Executive Session Items 25 and 27 were held during the lunch recess. Mayor Guajardo reconvened the meeting at 2:48 p.m.

K. PUBLIC HEARINGS: (ITEMS 13 - 14)

13. [25-0743](#) Ordinance authorizing a Wastewater Trunk Line Construction and Reimbursement Agreement up to \$322,684.80 with MPM Development, LP to construct a wastewater trunk line related to King's Landing Unit 8 subdivision

located north of the Lady Alexa Dr. and Lady Claudia St. intersection; and authorizing future transfer and appropriation of Water and Wastewater Trust Fund revenue up to \$322,684.80 to reimburse the developer in accordance with the agreement. (District 3).

Mayor Guajardo referred to Item 13.

Mayor Guajardo opened the public hearing.

There were no comments from the Council or the public.

Mayor Guajardo closed the public hearing.

Council Member Paxson moved to approve the ordinance, seconded by Council Member Campos. This Ordinance was passed on first reading and approved with the following vote:

Aye: 8 - Council Member Vaughn, Council Member Hernandez, Council Member Campos, Mayor Guajardo, Council Member Cantu, Council Member Scott, Council Member Paxson and Council Member Roy

Absent: 1 - Council Member Barrera

Abstained: 0

14. [25-0740](#) Zoning Case No. ZN8545, M&R Home Solutions, LLC. (District 4). Ordinance rezoning a property at or near 2345 Yorktown Blvd from the "RS-6" Single-Family 6 District to the "RS-6/SP" Single-Family 6 District with a Special Permit; providing for a penalty not to exceed \$2,000 and publication. (Planning Commission and Staff recommend approval).

Mayor Guajardo referred to Item 14.

Mayor Guajardo opened the public hearing.

There were no comments from the Council or the public.

Mayor Guajardo closed the public hearing.

Council Member Paxson moved to approve the ordinance, seconded by Council Member Roy. This Ordinance was passed on first reading and approved with the following vote:

Aye: 9 - Council Member Barrera, Council Member Vaughn, Council Member Hernandez, Council Member Campos, Mayor Guajardo, Council Member Cantu, Council Member Scott, Council Member Paxson and Council Member Roy

Abstained: 0

L. INDIVIDUAL CONSIDERATION ITEMS: (ITEMS 15 - 16)

15. [25-0729](#) Ordinance by the City Council of the City of Corpus Christi, Texas authorizing the issuance of its utility system senior lien revenue improvement and/or refunding bonds in one or more series (as designated by purpose and series) for Water, Wastewater, and Stormwater utility improvements in an amount not to exceed \$181,000,000 and refinancings in an amount not to exceed \$162,385,000, within set parameters and according to the City Council adopted Capital Improvement Plan, and the plan of finance set by the City's financial advisors; making provisions for the payment and security thereof by a first and prior lien on and pledge of the net revenues of the City's utility system on a parity with certain currently outstanding utility system revenue obligations; stipulating the terms and conditions for the issuance of additional revenue bonds on a parity therewith; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of one or more series of bonds, including the approval and distribution of one or more official statements pertaining thereto; authorizing the execution of one or more paying agent/registrar agreements, one or more escrow agreements, and one or more purchase contracts; complying with the requirements imposed by the Letter of Representations previously executed with the depository trust company; delegating authority to the City Manager, Assistant City Manager, and Director of Finance and Procurement to execute certain documents relating to the sale of each series of bonds; and providing an effective date.

Mayor Guajardo referred to Item 15.

Assistant City Manager Heather Hurlbert presented information on the following topics: financing of capital projects; summary of financial transactions; projects to be funded-water, wastewater, stormwater, and gas; steps for issuance; and utility system revenue bonds financing overview per approved budget.

A Council Member, City Manager Peter Zanoni, and Assistant City Manager Hurlbert discussed the following topics: how much interest will be paid over the next 30 years; and how this affects the total debt service for next year.

Mayor Guajardo opened public comment.

There were no comments from the public.

Mayor Guajardo closed public comment.

Council Member Paxson moved to approve the ordinance, seconded by Council Member Campos. This Ordinance was passed on first reading and approved with the following vote:

Aye: 8 - Council Member Barrera, Council Member Vaughn, Council Member Campos, Mayor Guajardo, Council Member Cantu, Council Member Scott, Council Member Paxson and Council Member Roy

Nay: 1 - Council Member Hernandez

Abstained: 0

16. [25-0817](#) Ordinance approving a mid-year budget adjustment in an amount of \$4,077,839.00 for the Animal Care Services department including appropriating \$2,183,664.00 from the American Rescue Plan Act (ARPA) revenue interest funds for the addition of three full-time positions for Animal Care Services (ACS), for ACS capital improvement projects, and ACS equipment; amending the FY 2024-25 Operating Budget and the Capital Improvement Budget by \$1,894,175.00.

Mayor Guajardo referred to Item 16.

Council Members, City Manager Peter Zaroni, Ram Munoz with Munoz Engineering, Director of Animal Care Services Kathleen Chapa, and Assistant Director of Animal Care Services Cynthia Martinez discussed the following topics: the cost to repair the parking lot and maintenance yard includes concrete pavement, along with a drainage and sanitary system; concerns with the exorbitant cost of the improvements; the City is prioritizing the hiring of an Animal Care Director; concerns with using Certificates of Obligation for kennels; the incinerator has been repaired; this proposed mid-year budget adjustment includes adding three full-time positions; and Veterinarians are currently contracted.

Council Member Barrera moved to approve the ordinance, seconded by Mayor Guajardo. This Ordinance was passed on first reading and approved with the following vote:

Aye: 8 - Council Member Barrera, Council Member Vaughn, Council Member Campos, Mayor Guajardo, Council Member Cantu, Council Member Scott, Council Member Paxson and Council Member Roy

Nay: 1 - Council Member Hernandez

Abstained: 0

M. BRIEFINGS: (ITEMS 17)

17. [25-0854](#) Update on Alternative Water Supply Projects, to include a presentation on the Seven Seas/ South Texas Water Authority brackish groundwater project, and possible action.

Mayor Guajardo referred to Item 17.

Chief Operating Officer of Corpus Christi Water (CCW) Drew Molly presented information on the following topics: drought monitor; monthly raw water usage; water supply dashboard; groundwater supply assessment; Nueces River Groundwater Wells project; Evangeline Laguna, LLP (Evangeline) Groundwater project; Echelman-Voigt (EV) Ranch project; and South Texas Water Authority partnership.

Council Members, COO of CCW Molly, and Water Resource Manager Esteban Ramos discussed the following topics: the percentage of the combined lake levels; stage 4 water restrictions will take effect October 2026; the City is currently receiving 55 million gallons per day (MGD) from the Mary Rhodes Pipeline; how to assist seniors with paying their utility bills; the Water Summit profited \$87,000; and how many gallons of water can a 42 inch pipeline produce.

N. COUNCIL REQUESTED ITEMS: (ITEMS 18 - 24)

18. [25-0878](#) Reconsideration of "Presentation of the Plan of Finance for FY 2025 and resolution by the City Council of the City of Corpus Christi, Texas, authorizing and approving publication of Notice of Intention to issue not more than \$43,200,000 of Certificates of Obligation, in one or more series, for certain capital improvements, as included and approved by City Council in the Fiscal Year 2025 Capital Budget; complying with the requirements contained in Securities and Exchange Commission Rule 15c2-12; and providing an effective date," **as submitted by Council Members Sylvia Campos and Eric Cantu.**

This Item was withdrawn.

19. [25-0892](#) Discussion regarding the usage of a current Mayor's name for a City Sponsored Event, **as requested by Council Members Sylvia Campos, Eric Cantu, Gil Hernandez.**

Mayor Guajardo referred to Item 19.

Council Members, City Manager Peter Zanoni, and City Attorney Miles Risley discussed the following topics: concerns with using the Mayor's name on City events; there is no ethics opinion regarding using names on a community celebration; and how funds are tracked for this event.

Mayor Guajardo opened public comment.

Susie Saldana, Corpus Christi, TX, expressed concern about adding this insignificant topic to the agenda.

Mayor Guajardo closed public comment.

20. [25-0893](#) Discussion and possible action regarding a Memorandum of Understanding (MOU) between the City of Corpus Christi and the South Texas Water Authority, **as requested by Council Members Carolyn Vaughn, Eric Cantu, and Sylvia Campos.**

Mayor Guajardo referred to Item 20.

Nueces County Commissioner John Marez provided a brief background about South Texas Water Authority (STWA).

Council Members, Nueces County Commissioner Marez, and Kleberg County Judge Rudy Madrid discussed the following topics: STWA can transmit up to 28 million gallons of water per day (MGD); the timeline for this project is approximately 24 months; all studies have been completed by Seven Seas Water Group; there will be no cost to the City or debt involved; STWA will provide maintenance and operation to the facility; a contract needs to be in effect before September for a 30 year fixed rate; and the water rate amount will not exceed \$5.50 for 5,000 gallons of water.

Mayor Guajardo opened public comment.

Gail Anderson, Corpus Christi, TX, spoke in support of this Item.

Mayor Guajardo closed public comment.

Council Member Vaughn made the following motion: Motion for the City of Corpus Christi to enter into a Memorandum of Understanding with South Texas Water Authority within 10 days and direct the City Manager to bring back a contract with South Texas Water Authority within 45 days for a council vote based on the rate, seconded by Council Member Paxson. The Motion was passed and approved with the following vote:

Aye: 9 - Council Member Barrera, Council Member Vaughn, Council Member Hernandez, Council Member Campos, Mayor Guajardo, Council Member Cantu, Council Member Scott, Council Member Paxson and Council Member Roy

Abstained: 0

Enactment No: M2025-058

21. [25-0894](#) Nonbinding motion of support for awarding the naming rights for the Convention Center to the entity that offers the most funding to the City for said rights, **as requested by Council Members Carolyn Vaughn, Eric Cantu, and Sylvia Campos.**

Mayor Guajardo referred to Item 21.

Council Members, City Manager Peter Zanoni, and General Manager of OVG360 Daniel Melise discussed the following topics: desires to award the naming rights for the Convention Center to the highest bidder; the naming rights process has been ongoing for two years; OVG360 closed the naming proposals on May 31; OVG360 considers several factors when deciding to accept a bid; and over 90 entities have expressed interest in naming rights.

Mayor Guajardo opened public comment.

Susie Saldana, Corpus Christi, TX, spoke in support of awarding the naming rights for the Convention Center to the highest bidder.

Mayor Guajardo closed public comment.

Council Member Vaughn moved to amend the motion as follows: Nonbinding motion of support for awarding the naming rights for the Convention Center to the most responsible entity that offers the most funding to the City for said rights, seconded by Council Member Cantu. This Motion was passed as amended and approved with the following vote:

Aye: 6 - Council Member Vaughn, Council Member Hernandez, Council Member Campos, Council Member Cantu, Council Member Paxson and Council Member Roy

Nay: 2 - Council Member Barrera and Council Member Scott

Abstained: 1 - Mayor Guajardo

Enactment No: M2025-059

22. [25-0895](#) Discussion with possible action regarding changes to the City Council's public comment process to enhance community participation, **as requested by Council Members Carolyn Vaughn, Eric Cantu, and Sylvia Campos.**

Mayor Guajardo referred to Item 22.

Council Members, City Manager Peter Zanoni, and City Attorney Miles Risley discussed the following topics: this new process would move the noon public comment period to 5:30 p.m.; and the public would still be allowed to speak on individual items when the items are called.

Mayor Guajardo opened public comment.

Susie Saldana, Corpus Christi, TX, spoke in opposition to moving the public comment period to 5:30 p.m.

Joshua Fraedrick, Corpus Christi, TX, recommended keeping the noon public comment period and adding a second public comment period at 5:30 p.m.

Conor Rice, Corpus Christi, TX, suggested using a clipboard to allow citizens to sign up for public comment until 5:30 p.m. the day of the meeting.

Mayor Guajardo closed public comment.

Council Member Vaughn made the following motion: Move public comment period from 12:00 p.m. to 5:30 p.m. effective July 15, 2025. City Council will still be in session during the 5:30 p.m. public comment period even if quorum is lost, seconded by Council Member Hernandez. This Motion was passed and approved with the following vote:

Aye: 8 - Council Member Barrera, Council Member Vaughn, Council Member Hernandez, Council Member Campos, Council Member Cantu, Council Member Scott, Council Member Paxson and Council Member Roy

Nay: 1 - Mayor Guajardo

Abstained: 0

Enactment No: M2025-060

23. [25-0896](#) Discussion and possible action to refer to the City Auditor for investigation into potential waste and abuse of taxpayer funds by city manager and staff relating to claims and payments made by the city to Luminare INC. This includes reviewing whether City staff circumvented City Council approval processes in an amount greater than \$50,000 and to avoid public disclosure, **as requested by Council Members Sylvia Campos, Eric Cantu, and Gil Hernandez.**

Mayor Guajardo referred to Item 23.

Council Members, City Manager Peter Zaroni, City Attorney Miles Risley, and Interim Director of Public Health Department Dr. Dante Gonzalez discussed the following topics: the City had a contractual obligation to pay the vendor \$262,000 for three years; a Council Member's request for an audit on this item; and whether this contract could have been terminated before it was automatically renewed. (see attached memo from the City Attorney)

24. [25-0898](#) Discussion and possible action on council policy regarding the scheduling of council meetings, **as requested by Council Members Eric Cantu, Carolyn Vaughn, and Gil Hernandez.**

Mayor Guajardo referred to Item 24.

Council Members discussed the following topics: a desire to limit Council meetings to every 14 days to allow staff more time to prepare and for more productive meetings; and a concern that having less meetings per month would lengthen the meetings.

Council Member Cantu moved to table this item to the next council meeting, seconded by Council Member Vaughn. This Item was tabled with the following vote:

Aye: 6 - Council Member Vaughn, Council Member Hernandez, Council Member Cantu, Council Member Scott, Council Member Paxson and Council Member Roy

Nay: 2 - Council Member Barrera and Mayor Guajardo

Absent: 1 - Council Member Campos

Abstained: 0

O. EXECUTIVE SESSION: (ITEMS 25 - 27)

25. [25-0785](#) **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 *claim by Thomas Joseph Moore against City*, including potential consideration of settlement offers and/or fees for attorneys, engineers, other expert witnesses assisting in this case, deposition**

fees, and court costs, and updates on litigation in other cases.

The following motion was considered:

Motion to authorize the execution of all documents necessary to settle the claim of Thomas Joseph Moore against the City for all personal injury claims arising from an auto accident on August 15, 2023, in an amount not to exceed \$125,000.

Council Member Barrera moved to approve the motion, seconded by Council Member Campos. This Motion was passed and approved with the following vote:

Aye: 9 - Council Member Barrera, Council Member Vaughn, Council Member Hernandez, Council Member Campos, Mayor Guajardo, Council Member Cantu, Council Member Scott, Council Member Paxson and Council Member Roy

Abstained: 0

Enactment No: M2025-061

26. [25-0847](#) **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 utility plants purchased by CPS, the Corpus Christi Housing Authority and land to be purchased by said entity and **Texas Government Code § 551.072** to discuss and deliberate the potential purchase and/or value of the aforementioned property rights because deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

This E-Session Item was postponed.

27. [25-0863](#) **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 potential purchase and value of real property rights at/near FM624 and/or Northwest Boulevard and/or FM666 and/or County Road 59 and/or County Road 44, all in Nueces County and property rights related to groundwater in San Patricio County at/near I-69 and/or Highway 181 related to the Evangeline Aquifer, property rights in other areas in Hogg County related to the Catahoula Aquifer, rules of the Brush Country Groundwater Conservation District, the San Patricio County Groundwater Conservation District, and the TCEQ, potential real property rights and/or contracts related thereto involving groundwater well development near Driscoll, Texas and **Texas Government Code § 551.072** to discuss and deliberate the potential purchase and/or value of the aforementioned property rights because deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

The following motion was considered:

Motion authorizing a Real Estate Sales Contract with Bapo Land, Inc. for the purchase of approximately 250 acres of land known as Sutherland Ranch near the intersection of FM

666 and FM 624 (which may also be described as 250.116 acre tract out of the Vicente Lopez Herrera Portion of the Barranco Blanco Grant) near Bluntzer, in Nueces County, Texas, in an amount not to exceed \$2,133,500.

Council Member Paxson moved to approve the motion, seconded by Council Member Barrera. This Motion was passed and approved with the following vote:

Aye: 9 - Council Member Barrera, Council Member Vaughn, Council Member Hernandez, Council Member Campos, Mayor Guajardo, Council Member Cantu, Council Member Scott, Council Member Paxson and Council Member Roy

Abstained: 0

Enactment No: M2025-062

P. ADJOURNMENT

There being no further business, Mayor Guajardo adjourned this meeting at 9:39 p.m.



Attorney-Client Privileged Communication
MEMORANDUM

To: Mayor and City Council
From: Miles Risley, City Attorney
CC: Peter Zaroni, City Manager

Date: June 9, 2025
Subject: Luminare Contract Approval

Issue/Problem:

Did City Staff circumvent the City Council approval process to authorize a contract in an amount greater than \$50,000 related to the Luminare three-year City Council-approved contract?

No, on June 14, 2022, the City Council authorized the purchase of a three-year software license renewal from Luminare, Inc., of Houston, for \$786,000.00 for COVID-19 testing and vaccine software for the Corpus Christi-Nueces County Public Health District ("District"), with FY 2022 funding of \$262,000.00 for the first year available from the District's COVID-19 grant fund, by a vote of 9-0. All payments were in accordance with the said contract.

Background & Findings:

The Corpus Christi-Nueces County Public Health District entered into a contract with Luminare, Inc. for vaccine reporting software on April 6, 2020. It utilized Luminare's software to provide approximately 30,000 citizens with testing eligibility, registration, scheduling, testing results, and reporting to Texas Health Trace. On June 14, 2022, the City Council authorized the purchase of a three-year software license renewal from Luminare, Inc., of Houston, for \$786,000.00 for COVID-19 testing and vaccine software for the Corpus Christi-Nueces County Public Health District ("District"), with FY 2022 funding of \$262,000.00 for the first year available from the District's COVID-19 grant fund, by a vote of 9-0. (**See Exhibit A**). The vaccine software enabled the Health Department to provide approximately 220,000 citizens with vaccine eligibility information, registration, scheduling, vaccination status updates, and reminders. Pursuant to said resolution, the former Assistant Director, Finance & Procurement, executed an extension (**Exhibits B**) to the existing Service Agreement executed initially on April 16, 2020 (**Exhibits C**), by a former Director of Contract and Procurement. The contracts lacked standard legal language, typically used in City Contracts, which would have provided an option to terminate with 30 days' notice and included a non-appropriation clause.

Corpus Christi-Nueces County Public Health District made full payment of \$262,000.00 per year for contract years 1 and 2 as provided in the agreement authorized by the City Council. On March 26, 2024, at the request of the former Director of the Public Health District, the former Assistant Director of Finance and Procurement sent a letter to Luminare Inc. seeking termination of the agreement due to the expiration of the COVID-19 grant funding. (**See Exhibit D**) The former Director of the Public Health District directed the Public Health Administrator to send a subsequent termination letter, despite the Public Health Administrator's lack of delegated authority from the City Manager to do so. (**See Exhibit E**) In defense of these letters, City Legal sent a last

termination letter due to a lack of grant funds. **(See Exhibit F)** Unfortunately, the former Director of the Public Health District misinformed the assistant director and assistant city attorney. Contrary to what was communicated by the former Director of the Public Health District, there was ample grant funding. At the close of the grant, there was actually \$13,339,930.53 in available grant funding. The former Director's misinformation and poor judgment created unnecessary legal liability and potential reputational damage for the City.

In response to City Legal's letter, Attorney Doug Allison, representing Luminare Inc., sent the City a demand letter for the \$262,000.00 on September 10, 2024. **(See Exhibit G)**

Due to the weak legal position of the City and the potential for attorney's fees, City legal sought mediation with Luminare, Inc. At the mediation, Luminare, Inc. agreed to accept \$202,500 in lieu of pursuing litigation against the City. However, such a settlement would have negatively impacted the City's general funds, as grant funds were not eligible to be utilized for legal fees. **(See Exhibit H)**

Upon presenting the results of the mediation to the City Manager for an agenda item for City Council approval, the City Manager declined (1) the agenda item (2) the settlement, (2) staff's approach and processes that led to the settlement, and (4) the potential loss of City General Fund revenue. The City Manager opted to pay the \$262,000 to Luminar pursuant to the contract as approved by the City Council. Honoring the contract avoided reputational damage to the City and made Luminare whole, without resorting to the threat of litigation to obtain a discount on the money owed.

Furthermore, the payment of the contract utilized grant funds from the Texas Department of State Health Services, which had previously awarded \$22,800,779.00 for Contract No. HHS001019500010 to increase vaccination capacity for the Corpus Christi-Nueces County Public Health District. The Statement of Work for the grant contract includes funding local health departments to expand their operations (e.g., providing vaccinations during evenings, overnight, and on weekends) and to increase their throughput. Additionally, the Statement of Work for the grant contract includes funding for the implementation of vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary, or off-site clinics to travel and provide vaccination services in nontraditional settings and/or to supplement the work of local health departments in underserved communities.

Conclusion

The City Council authorized a three-year software license renewal from Luminare, Inc., of Houston, for \$786,000.00 via a resolution. Pursuant to that authorization, the City Manager honored the terms of the three-year software license utilizing grant funds.

EXHIBIT A

Resolution authorizing the purchase of a three-year software license renewal from Luminare, Inc., of Houston, for \$786,000.00 for COVID-19 testing and vaccine software for the Corpus Christi-Nueces County Public Health District ("District"), with FY 2022 funding of \$262,000.00 for the first year available from the District's COVID-19 grant fund.

WHEREAS, COVID-19 testing and vaccine software is needed for use by the District in the delivery of services;

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 a statutory exemption for this procurement in Texas Local Government Code, Section 252.022(a)(2), as a procurement necessary to preserve or protect the public health and safety of the municipality's residents; and

WHEREAS, there is a second statutory exemption for this procurement in Texas Local Government Code, Section 252.022(a)(7), as a procurement of items that are available for only one source due to patents or copyrights.

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 his designee, is authorized to execute all documents necessary to obtain a three-year software license renewal from Luminare, Inc., for a total amount of \$786,000.00, with FY 2022 funding of \$262,000.00 for the first year of the license renewal available from the District's COVID-19 grant fund.

PASSED AND APPROVED on the 14th day of June, 2022:

Paulette Guajardo	<u>Aye</u>
Roland Barrera	<u>Aye</u>
Gil Hernandez	<u>Aye</u>
Michael Hunter	<u>Aye</u>
Billy Lerma	<u>Aye</u>
John Martinez	<u>Aye</u>

Ben Molina

Ayl

Mike Pusley

Ayl

Greg Smith

Ayl

ATTEST:

Rebecca Huerta
Rebecca Huerta
City Secretary

CITY OF CORPUS CHRISTI
Paulette Guajardo
/ Paulette Guajardo
Mayor

**CITY OF CORPUS CHRISTI
CERTIFICATION OF FUNDS
(City Charter Article IV, Sections 7 & 8)**

I, the Director of Financial Services of the City of Corpus Christi, Texas (or his/her duly authorized representative), hereby certify to the City Council and other appropriate officers that the money required for the **current fiscal year's portion** of the contract, agreement, obligation or expenditure described below is in the Treasury to the credit of the Fund specified below, from which it is to be drawn, and has not been appropriated for any other purpose. **Future payments are subject to annual appropriation by the City Council.**

City Council Action Date: June 14, 2022

Legistar Number: 22-0882


Agenda Item:

Resolution authorizing the purchase of a three-year software license renewal with Luminare, Inc., of Houston, for \$786,000.00 for COVID-19 testing and vaccine software for the Corpus Christi-Nueces County Public Health District ("District"), with FY 2022 funding of \$262,000.00 for the first year available from the District's COVID-19 grant fund.

Amount Required: \$262,000.00

Fund Name		Accounting Unit	Account No.	Activity No.
Health Grants	1066-103	520100	831559F	\$262,000.00
Total				\$262,000.00

☐ **Certification Not Required**



Director of Financial Services
Date: 6/22/22

EXHIBIT B

QUOTE
DATED MAY 10TH 2021

This Order Form dated 5/17/2022 (Effective Date) is an extension to the Service Agreement ("**Agreement**"), dated as of 5/17/2021 is made by and between LUMINARE Inc., with a place of business at TMC Innovation Institute, 2450 Holcombe Blvd., Suite X, Houston, Texas 77021 ("**LUMINARE**"), and City of Corpus Christi, Texas with a place of business at 1702 Horne Rd Corpus Christi, TX 78416 ("**Company**").

Contract term 36 months from Effective Date.

LUMINARE will invoice Company on execution of the Agreement the Total listed in the below table. Will be auto renewed for 12-month terms.

LUMINARE will invoice Company on execution of the Agreement:

Annual Fee of \$262,000 for year 1.

Annual Fee of \$262,000 on anniversary date for year 2

Annual Fee of \$262,000 on anniversary date for year 3

Details listed in the below table.

Innoculate and QS Proposal for COVID-19	
City of Corpus Christi	
Proposal items	3 year contract
Innoculate - COVID-19 List Price / year	\$452,867
<i>Innovation Partner Discount / year</i>	<i>(\$202,867)</i>
Subtotal	\$250,000
<i>Additional Multiyear discount (10%) / year</i>	<i>(\$25,000)</i>
Subtotal per year	\$225,000
Annual ImmTrac Integration Fee	\$5,000
Subtotal for Innoculate COVID-19 subscription and fees per year	\$230,000
QSPH COVID-19 price / year	
QSPH COVID-19 price / year	\$92,500
<i>Innovation partner discount+ Multiyear discount</i>	
<i>+ Multiple product discount / year</i>	<i>(61,667)</i>
Subtotal for QSPH COVID-19 price per year	\$30,833
Annual HL7 Lab integration fee	\$1,167
Total for QSPH COVID-19 subscription and fees per year	\$32,000

Notes on next page

NOTES:

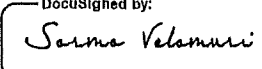
- 1 Pricing valid until May 17, 2022 (agreements and PO).
 - 2 Innoculate for COVID-19 and QSPH for COVID-19 subscription for 36 months
 - 3 Annual fee to maintain integration for vaccine reporting with ImmTrac and integration to Lab interface
 - 4 LUMINARE may offer health information or discounts to users that interact with the solution
- *valid only for use for City of Corpus Christi Health department for administering tests

Special Fees:

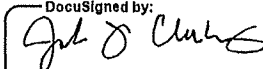
Customization and/or special project work beyond reasonable scope may be charged at an hourly rate of \$200/hr, with estimates provided for approval prior to proceeding.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement.

LUMINARE INC.

By: 
DocuSigned by:
344AAFB313134C2...
Name: Sarma N. velamuri, M.D.
Title: Chief Executive Officer

**CLIENT: CITY OF CORPUS CHRISTI,
TEXAS**

By: 
DocuSigned by:
F7D548656E5B4EC...
Name:
Title:

Res.032775 _____ Authorized By

Council 6-14-2022 _____

DS
RH / SB

ATTEST:

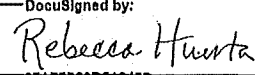

DocuSigned by:
37A77820D81947D...
Rebecca Huerta
City Secretary

EXHIBIT C

SERVICE AGREEMENT

This Service Agreement (*Agreement*), dated as of April 6th, 2020 2020 (*Effective Date*), is made by and between Luminare Inc., with a place of business at TMC Innovation Institute, 2450 Holcombe Blvd., Suite X, Houston, Texas 77021 (*Luminare*), and Corpus Christi – Nueces County, (*Company*) at 1201 Leopard Street, Corpus Christi, TX 78401

The parties agree as follows:

1. **Service.** The parties intend for Company to use Luminare's QuickScreen COVID-19 screening services identified in the Scope of Work, which is attached as Attachment A, Exhibit A, Service Specs and Fee Schedule attached as Exhibit B, the *Service*), to be provided to Company as a hosted, SaaS service. Subject to the terms and conditions of this Agreement, Luminare grants to Company a nonexclusive and nontransferable license to use the Service for the term of this Agreement. All such use will be solely for internal purposes of the Company, by its employees and any healthcare providers, pharmacists or other employees who are involved either in patient care or quality management related to patient care who are authorized by the Company to use the Service, at the Company's facility.
2. **Statement of Works:** The Company and Luminare may enter into one or more Statement of Works (*SOWs*) to set forth specific services or requirements that may be needed and attached to Exhibit A and part of this Agreement. To the extent there are any conflicts or inconsistencies between this Agreement and any Statement of Work, unless specifically noted as an exception in the Statement of Work, the provisions of this Agreement will govern and control.
3. **Payment.** Company will pay to Luminare the fees and other amounts noted on the fee schedule attached as any Exhibit B's or as may be specified in any agreed SOW that may be attached to and part of this Agreement. All fees and other amounts are exclusive of tax, and Company is responsible for all taxes or charges assessed by any governmental authority, except income taxes payable by Luminare, in connection with the Service provided to Company under this Agreement. Unless otherwise specified on the fee schedule, any amount due will be paid no later than 30 days after the date of invoice.
4. **Term; Termination.** This Agreement commences on the Effective Date and will remain in effect for a minimum of one (1) year (the *Initial Term*.) *This agreement is specifically for the QuickScreen COVID-19 product and should not require renewal after 1 year.* The provisions of this Agreement which by their terms are intended to survive termination of this Agreement and shall survive such termination. Either Party may terminate this Agreement if the other Party materially breaches the terms and conditions set forth herein, provided however, that such breaching Party is provided no less than thirty (30) days in which to cure such alleged material breach following actual receipt of the written notice from the non-breaching Party describing the alleged breach in reasonable detail.
5. **Ownership of Service IP.** Company agrees that as between Company and Luminare, the software and other intellectual property underlying the Service, as well as any Service user materials, are the property of Luminare and are protected under U.S. and international intellectual property laws, including copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws (*IP Protection Laws*). Luminare reserves all rights not expressly granted in this Agreement. Luminare has the right, but not the obligation, to monitor the Service, Input Data and Service reports.
6. **Ownership of Input Data; Permitted Use.** As between Company and Luminare, Luminare acknowledges and agrees that any Input Data is proprietary to Company and/or third parties, and not


proprietary to Luminare. Company represents and warrants that it has all necessary consents, or owns or otherwise controls all necessary rights, to supply Input Data in connection with the Service and that use of Input Data for such purpose will not violate any applicable law or infringe or violate the rights of any third party. Luminare will have no liability under this Agreement for any failure of the foregoing Company representation and warranty. In addition, Company grants Luminare a nonexclusive license to use de-identified and/or aggregated data uploaded to the Service and/or produced from Company's use of the Service, for the purposes of evaluating effectiveness of the Service, making improvements to the Service, and generating statistics regarding (i) any of the results of use of the Service or (ii) the general effectiveness of medications and other treatments, individually and in concert, on disease states.

7. **Limitations of Liability.** Except for any breaches of a party's obligations relating to confidentiality or Company's obligations concerning its use of Luminare's intellectual property, in no event will either party's aggregate liability hereunder to the other party exceed the total fees paid by Company to Luminare for the twelve-month period preceding the date on which the subject liability arose. EXCEPT FOR ANY BREACHES OF A PARTY'S OBLIGATIONS RELATING TO CONFIDENTIALITY OR COMPANY'S OBLIGATIONS CONCERNING ITS USE OF LUMINARE'S INTELLECTUAL PROPERTY HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LIABILITY, WITH RESPECT TO THE SERVICE (EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW OR BY ANOTHER AGREEMENT BETWEEN THE PARTIES HERETO) FOR ANY LOST DATA, LOST PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER REGARDLESS OF WHETHER SUCH LOSS WAS FORESEEABLE OR THE PARTY SUFFERING THE LOSS OR DAMAGE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
8. **USE WARNINGS. THE COMPANY DOES NOT OFFER MEDICAL ADVICE, DIAGNOSES OR OTHER HEALTH MANAGEMENT SERVICES OR ENGAGE IN THE PRACTICE OF MEDICINE. THE SERVICE IS NOT INTENDED TO BE, AND DOES NOT CONSTITUTE, A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE BY PHYSICIANS OR LICENSED INDEPENDENT PRACTITIONERS, OR A SUBSTITUTE FOR DIAGNOSIS, TREATMENT OR HEALTH MANAGEMENT AND IS OFFERED FOR INFORMATIONAL PURPOSES ONLY. FURTHERMORE, THE INFORMATION PRODUCED BY THE SERVICE IS ONLY USEFUL TO THE EXTENT THAT THE INPUT DATA IS ACCURATE. END USERS SHOULD ALWAYS RELY ON THEIR CLINICAL JUDGMENT WHEN MAKING DECISIONS REGARDING PATIENT CARE. AT ALL TIMES, IT IS THE RESPONSIBILITY OF COMPANY AND ITS END USERS TO ACCESS, REVIEW AND RESPOND TO ALL RESULTS FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY ALERTS MADE AVAILABLE BY THE SERVICE (COLLECTIVELY, SERVICE RESULTS), IN A TIMELY AND CLINICALLY APPROPRIATE MANNER, AND LUMINARE WILL HAVE NO LIABILITY TO COMPANY, ANY END USER OR ANY THIRD PARTY FOR ANY FAILURE OF COMPANY, ANY END USER OR ANY OTHER CLINICIAN TO APPROPRIATELY RESPOND TO ANY SERVICE RESULTS.**

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement.

LUMINARE INCORPORATED

NUECES COUNTY, TEXAS

By: 
Name: Sarma N. Velamuri, M.D.
Title: Chief Executive Officer

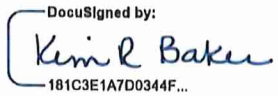
By: 
Name: Kim Baker
Title: Director of Contracts and Procurement

EXHIBIT A
to Service Agreement
Service Use Requirements; Service Specifications

Part 1 – Current Data Input and similar Technical Requirements

Company shall provide or supply, as applicable, the following:

- Medical Executive Committee (MEC) approved COVID-19 screening protocol – **if there is no protocol in place Luminare will provide a draft protocol for approval.**
- Administrative oversight to ensure adequate overview of the use QuickScreen Covid-19 solution for the Company.

Project Name: COVID-19 QuickScreen Web Tool for Health Department

Background:

In an effort to increase the efficiency of COVID-19 testing, the Health Department will implement the COVID-19 QuickScreen Web Tool. The web tool will identify persons as needing COVID-19 testing or not prior to arriving to the testing site. The City's IT Department will be publishing a link on the City's Health Department website that directs users to the online screening tool. All work is going to be done off site and remotely for this project. This screening tool is at no cost to the City, but Contractor will require a news joint news release to be published when the website is announced. The press release will name Luminare "the Contractor" in the headline as a partner to the City/County and needs to be mutually approved before release.

Scope of Work:

Contract shall provide QuickScreen COVID-19 Screening Solution Platform.
Contractor shall ensure that template is fully developed with data specific to the City of Corpus Christi.
Contractor shall provide application programming interface (API) for to City to access positive screening results.

City of Corpus Christi Point of Contact:

Holly Houghton
City of Corpus Christi
IT Application Analyst
361-826-3753
holly@cctexas.com

Contractor Point of Contact:

Aaron Alex
Luminare
Customer Success Associate
832-986-1483
aaron.alex@luminaremed.com

Part 2 - Security Matters Concerning Use of Service

Input Data will be supplied to Luminare either by Company or on Company's behalf. In addition, in order to access reports generated by the Service, Company will have access to certain Service web page(s). Company will be responsible for maintaining the security and confidentiality of all activity (i) to supply Input Data to the Service and (ii) to access reports generated for Company by the Service. Company will take reasonable steps, including no less than industry standard security measures, to prevent unauthorized use of the Service, and Company will immediately notify Luminare in writing of any unauthorized use of any of its users' login names or passwords of which such user, or other Company party, becomes aware. Luminare may suspend the Service (in whole or in part), including without limitation suspending access for certain previously authorized users, in the event of the potential or actual compromise or unauthorized use of the Service. The Parties understand that the Company is a Texas governmental entity. Release of any information in accordance with the Texas Public Information Act does not violate any provision of this Agreement.

Part 3 – Compliance with Applicable Law

Each party agrees to comply with all applicable federal, state and local laws, orders, regulations and regulatory standards with respect to its respective obligations and performance under this Agreement and, in the case of Company, with respect to Company's use of the Service.

Part 4 – Error Reporting

Company will follow Luminare's reasonable procedures and instructions to report any errors and difficulties it encounters with regard to the Service so as to permit Luminare to recreate and evaluate same.

Part 5 – Additional Restrictions on Company's Use of Service

Company will not (a) use the Service or any documentation, know-how or other information received from Luminare or its representatives or licensors (the *Evaluation Materials*) to create any similar application or service, (b) decompile, disassemble or otherwise reverse engineer any technology employed by the Service, or use any similar means to discover the source code or trade secrets embodied in the Service, or otherwise circumvent any technical measure that controls access to the Service or (c) permit any third party use the Service to do any of the foregoing. Except for the limited rights and licenses expressly granted in this Agreement, no other license is granted, no other use is permitted and Luminare and its licensors will retain all right, title and interest (including patents, copyrights, trade secrets and trademarks) in and to the Service, Evaluation Materials and any underlying intellectual property (acknowledging that none of the foregoing includes any Input Data). Company will not take any action inconsistent with such ownership.

Part 6

6.1 Company Personnel Commitment

Company will ensure that its personnel who may be necessary or appropriate for the successful implementation of the services will, on reasonable notice, (i) be available to assist Luminare personnel by answering relevant business, technical and operational questions and providing requested data, documents, guidelines and procedures, if any, that are relevant, in a timely manner; (ii) participate in periodic testing and similar evaluative use of any services, as outlined in the Agreement, or as reasonably requested by Luminare; (iii) participate in progress and other services related meetings; (iv)

contribute to system testing and data integrity testing; and (v) be available to assist Luminare with any other activities or tasks required in order for the services to be provided for Company's use in accordance with this Agreement.

6.2 Marquee client privileges:

6.2.1. Company agrees to serve as reference customer to field a reasonable number of calls if requested by other Luminare clients.

6.2.2. Co-publication of whitepaper on outcomes.

6.2.3. Approved Combined partnership press release upon signing of this agreement on QuickScreen Covid-19 to help promote rapid adoption in the state of Texas.

Release must be issued to AP and all news wire services used by the County.

EXHIBIT B
to Service Agreement
Fee Schedule and Product Services

Contract term: Initially 1-year term as specified in the Agreement. No Subscription fees will be payable for use of the COVID-19 product.

Total amount invoiced at time of signing contract: N/A

Rates are for per inpatient hospital (geographic) location unless otherwise specified		
Services	Rate	Notes
QuickScreen Covid-19 Screening Solution Platform	N/A	Luminare will accept donations or fees at the company's discretion if funds are provided for this by CDC or Federal funds
Support	Included	Limited support during working hours by email
Protocol Vetting and Compliance Checking	N/A	
Education Superuser training per session	N/A	Web-based training is free.

Special Fees

- Luminare will accept donations from the Company if federal funds or CDC funds become available for this function
- Customization and/or special project work beyond reasonable scope may be charged at an hourly rate (\$451 through December 31, 2021), with estimates provided for approval prior to proceeding.

EXHIBIT D

NOTICE OF NON-RENEWAL & TERMINATION



FINANCE - PROCUREMENT

PO Box 9277
Corpus Christi
Texas, 78469-9277
Phone:
361.826.3160

Date: March 26, 2024

Via CMRRR #7020 2450 0000 3636 2323
Via First Class Mail

Luminare Inc.
Attn: Sarma Velamuri, M.D.
TMC Innovation Institute
2450 Holcombe Blvd., Suite X
Houston, Texas 77021

Subject: Service Agreement 3541 – QuickScreen Web Tool & Innoculate

Dear Dr. Velamuri,

Thank you for providing services to the City of Corpus Christi ("City"). The City has determined that it is in the best interest of the City not to renew the above-referenced agreement and to terminate due to the availability of COVID grant funding ending.

This letter serves as advance notice to Luminare Inc., for termination of the above-referenced agreement. Termination of the agreement is effective at the close of business on May 16, 2024.

If Luminare Inc. has any outstanding invoices for work completed prior to the termination date, please mail the invoices to the City's Accounts Payable Division, with copies to the Contract Administrator, within five days of the termination date.

Regards,

DocuSigned by:

F7D548658E5B4EC...

Josh Chronley

Assistant Director, Finance & Procurement

cc: Dr. Fauzia Khan, Director of Public Health
Corpus Christi-Nueces County Public Health District



EXHIBIT E

CONTRACT TERMINATION LETTER
Corpus Christi – Nueces County Public Health District
1702 Horne Rd
Corpus Christi, Texas 78416

April 2nd, 2024

Luminare Inc.
Attn: Meghan Wittorf
2450 Holcombe Blvd Suite X
Houston, TX 77021

Project: COVID-19 Quickscreen Web Tool for Health Department

Dear Meghan,

Please consider this your official contract termination letter on the project named above.

You are hereby notified to cease providing Webtool Services for the City of Corpus Christi-Nueces County Public Health District. This Agreement has been fulfilled as per term on Service Agreement 'Item 4' as of April 6th, 2024. A copy of the fully executed contract is enclosed for your records.

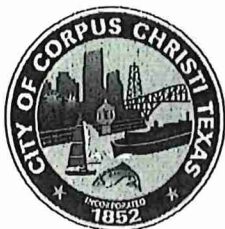
Sincerely,

Denzel Otokunrin, MPH

Public Health Administrator

Corpus Christi-Nueces County Public Health District

EXHIBIT F



LEGAL DEPARTMENT

City Attorney's Office
City Hall
PO Box 9277
Corpus Christi
Texas 78469-9277
Phone 361-826-3360
Fax 361-826-3239
www.cctexas.com

July 15, 2024

Ms. Meghan Wittorf
Luminare Incorporated
2450 Holcombe Blvd. Suite X
Houston, TX 77021

Via Email: meghan.wittorf@luminaremed.com

Re: Luminare Inc. Invoice # 1400

Dear Ms. Wittorf:

The City of Corpus Christi submitted two separate letters of termination dated 3/26/2024 and 4/2/2024 to Luminare regarding the QuickScreen COVID Innoculate Module. Luminare has submitted Invoice #1400 for "Inoculate subscription renewal 5/17/24 – 5/16/25". The City disputes this invoice as the agreement has been terminated effective May 16, 2024.

As stated in prior notice of termination, the availability of grant funding for the QuickScreen COVID Innoculate Module has ended. In addition, no City funds have been certified to pay for the 5/17/24-5/16/25 annual subscription for the QuickScreen COVID Innoculate Module. The Corpus Christi City Charter provides that contracts involving an expenditure of funds without certification of funding for the expenditures are void. This provision is an essential term of any contract for goods or services that continues beyond the current fiscal year. Therefore, no further payment can be made to Luminare for the annual subscription of the QuickScreen COVID Innoculate Module as stated in our prior letters of termination. In addition, per Guidance from the Texas Department of State Health Services (DSHS) regarding Rider 40, effective September 1, 2023, copy attached, appropriated funds may not be used to promote or advertise COVID-19 vaccinations. The State guidance further clarifies that "COVID-19 vaccinations should not be singled out from other vaccines..."

There has not been a need for the QuickScreen COVID Innoculate Module for several months as the City has been managing COVID vaccines as any other vaccination and does not require special dedicated software. The last date of use of the QuickScreen COVID Innoculate Module by the City of Corpus Christi was in September 2023. We provided notice of termination to Luminare effective May 16, 2024. Therefore, the contract is terminated as of that date and no payment will be made for Invoice #1400 for the annual subscription renewal. Please advise if there are any questions regarding this matter and cease billing for the annual subscription renewal as the agreement has been terminated effective May 16, 2024.

Sincerely,

Lisa Aguilar
Assistant City Attorney
City of Corpus Christi



TEXAS
Health and Human
Services

Texas Department of State Health Services

Jennifer A. Shuford, M.D., M.P.H.
Commissioner

DSHS Immunization Section
Texas 88th Legislature
State Fiscal Year Budget 2023-2024, Rider 40, "COVID-19 Vaccinations"

Background:

The General Appropriations Act, House Bill 1 (H.B. 1), Article II, Rider 40, is effective September 1, 2023. Rider 40 prohibits the Department of State Health Services (DSHS) from using appropriated funds to promote or advertise COVID-19 vaccinations as stated below.

40. **COVID-19 Vaccinations:** None of the General Revenue funds appropriated to the Department of State Health Services (DSHS) may be used for the purposes of promoting or advertising COVID-19 vaccinations in the 2024-2025 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations.

Guidance:

DSHS and entities funded by DSHS must not promote or advertise COVID-19 vaccinations. Under this guidance, COVID-19 vaccinations can be listed alongside other Advisory Committee on Immunization Practices (ACIP) recommended vaccines in educational materials. However, COVID-19 vaccinations should not be singled out from other vaccines, listed alone, or otherwise listed in a manner meant to promote or advertise COVID-19 vaccinations. Clinics may inform patients that COVID-19 vaccinations are available if it is not being singled out from other vaccines.

FAQs:

1. What is Rider 40?

In the state budget, a rider gives instruction on how appropriated funds may or may not be spent. Rider 40 prohibits the use of DSHS-appropriated funds to promote or advertise COVID-19 vaccinations in the state fiscal year 2024-2025 biennium, which lasts from September 1, 2023, to August 31, 2025. This includes any downstream spending from DSHS-appropriated funds, including those who contract with DSHS.

2. Who does Rider 40 apply to?

Rider 40 applies to DSHS and contractors that receive DSHS-appropriated funds. Rider 40 only applies to funds appropriated through the state budget and does not affect how a contractor may spend money from other sources.



3. Can I administer the COVID-19 vaccine?

Yes. DSHS, contractors, the Texas Vaccines for Children Program (TVFC), and Adult Safety Net Program (ASN) providers can order, distribute, and administer COVID-19 vaccinations.

4. Can I distribute pamphlets with information on COVID-19 and the COVID-19 vaccine?

Yes. COVID-19 pamphlets and other educational materials can be distributed. However, COVID-19 vaccinations should not be singled out from other vaccines, listed alone, or otherwise listed in a manner meant to promote or advertise COVID-19 vaccinations.

5. Can DSHS employees receive COVID-19 vaccinations?

Yes, DSHS employees may receive COVID-19 vaccinations.

6. Can clinics inform patients that COVID-19 vaccinations are available?

Yes. Clinics should inform all patients of all vaccines available, including COVID-19. Clinics that are not paid for by DSHS may promote patients about COVID-19 vaccinations.

7. Who should I contact if I have additional questions about Rider 40?

Further questions regarding Rider 40 should be directed to DSHS Immunization Section at immlegislation@dshs.texas.gov.

EXHIBIT G

LAW OFFICES OF DOUGLAS A. ALLISON

Douglas A. Allison

doug@dallisonlaw.com

September 10, 2024

Via Email: lisaa@cctexas.com
Ms. Lisa Aguilar, Assistant City Attorney
The City of Corpus Christi
1200 Leopard Street
Corpus Christi, Texas 78401

Re: Luminare Inc. vs. The City of Corpus Christi

Dear Ms. Aguilar:

Please allow this letter to serve as my introduction. I represent Luminare Inc. ("Luminare"). For the past four (4)+ years, Luminare has provided important health care technologies (software platforms) for the use and benefit of the City of Corpus Christi ("City") and its residents. In years past, City has always paid for Luminare's software platforms provided (2020, 2021, 2022, and 2023). Unfortunately, the City has failed to pay the amount owed by contract in 2024. This letter is a request for prompt payment.

I have reviewed your letter dated July 15, 2024. For reasons set forth below, I must say that I completely disagree with your analysis of the May 2022 Contract (a term defined below). The City signed the May 2022 Contract, and thus must pay Luminare according to the express terms and provisions of the City/Luminare contract approved by the Corpus Christi Mayor and Corpus Christi City Council.

The timeline of events becomes important to understanding the relative position of the Parties.¹ Please consider the following:

1. On or about March 13, 2020, the Mayor of the City signed a formal Declaration of a Local State of Disaster Due to a Public Health Emergency – "COVID-19" ("Emergency Declaration"). The Emergency Declaration was promptly adopted by the City.
2. On or about May 12, 2020, the City's Emergency Declaration – by vote of the Mayor and Corpus Christi City Council ("Council") – was extended by Ordinance Extending the Local State of Disaster as related to COVID-19 ("Ordinance Extending").
3. The City's Emergency Declaration expressly noted:

¹ City and Luminare may be referred to as the Parties, or as Party.

- the need to “prepare for the containment, including active surveillance, early detection, isolation and case management, contact tracing, and prevention of onward spread of the [COVID] disease;”
- that “COVID-19 testing capacity is inadequate to obtain levels of community infections, and there is an ongoing risk and likelihood of significant numbers of COVID-19-positive patients being identified in the City of Corpus Christi;”
- that “the City . . . [has] been working successfully and diligently to implement CDC guidelines, but now require[s] additional tools and resources to protect the public health given the current state of the epidemic and the need for a sustained response;”
- that “by this Declaration of Local State of Disaster due to this public health emergency, [Council] declare[s] all rules and regulations that may inhibit or prevent prompt response to this threat suspended for the duration of the incident;”
- that “the people and communities of the City have suffered or face imminent threat to the public health and the potential loss of life and property resulting from the disaster: the introduction, transmission, or spread (or imminent threat of same) of COVID-19 in the City of Corpus Christi;”
- that “emergency measures must be taken to either prepare for or respond to a disaster due to this public health emergency in order to respond quickly, prevent and alleviate the suffering of people exposed to those infected with the virus, . . . and to prevent or minimize the loss of life;” and
- that [City’s Council] is empowered to take the actions described in this proclamation pursuant to the Texas Disaster Act;
- “A local state of disaster due to this public health emergency is hereby declared” and the City “activates the City of Corpus Christi’s Emergency Management Plan.”

4. The City’s Ordinance Extending specifically was further “declaring an emergency” and noted:

- that the City’s Mayor “issued a declaration of a local state of disaster on March 13, 2020;” and
- that Council “extended the declaration of a local state of disaster;” and
- that “a state of disaster continues to exist in the City of Corpus Christi due to the spread of COVID-19;” and

- "The Declaration, Renewals, and Extension of Declaration of a Local State of Disaster Due to a Public Health [Emergency] of the City of Corpus Christi shall continue until the date the Texas Governor's [COVID] disaster proclamation is terminated . . ."
5. The Texas Governor's (thereby City's) disaster proclamation terminated on June 14, 2023. As such, the City was in a declared public disaster calling for extraordinary emergency COVID-19 related expenditures and responses from March 13, 2020, through June 14, 2023.
 6. On or about April 6, 2020 (during the term of the Emergency Declaration), the City contracted with Luminare to "use Luminare's QuickScreen COVID-19 screening services . . ." and other "Scope of Work." "This Agreement commence[d] on the Effective Date [April 6, 2020] and [remained] in effect for a minimum of one (1) year (the *Initial Term*)."² Luminare was timely paid-in-full for the Initial Term (April 2020 to April 2021). Payments received beginning 8/31/2020.
 7. On or about May 17, 2021 (during the term of the Emergency Declaration), the City contracted to 'renew' by 'Service Agreement' for "one year" Luminare's services (in consideration of "203,000"). This City/Luminare contract was executed by City and Luminare. Luminare was timely paid-in-full for the May 17, 2021, to May 16, 2022, timeframe (\$203,000.00 payment received by Luminare from City on 8/17/2021).
 8. On or about May 17, 2022 (during the term of the Emergency Declaration), the City contracted with Luminare to 'extend' "the Service Agreement ("Agreement"), dated as of 5/17/21." The stated "Effective Date" for the contract is "5/17/22," with "Contract term 36 months from Effective Date." The May 17, 2022, contract² clearly states the contract "[w]ill be auto renewed for 12-month terms." The Agreement was executed "6-14-22," upon the City Mayor's and City Council's unanimous approval.

The May 2022 Contract, in relevant part, sets forth:

- "LUMINARE will invoice [City] on execution of the Agreement:"
 - "Annual Fee of \$262,000 for year 1."
 - Term 5/17/22-5/16/23: Paid-in-Full by City on 7/08/22.
 - "Annual Fee of \$262,000 on anniversary date for year 2."
 - Term 5/17/23-5/16/24: Paid-in-Full by City on 5/23/2023.
 - "Annual Fee of \$262,000 on anniversary date for year 3."

² This May 17, 2022 contract may be sometimes referred to as the "May 2022 Contract."

▪ Term 5/17/24-5/16/25: **PAST DUE.**

As noted above, the May 2022 Contract (with its three-year term) as between City and Luminare was unanimously approved by City's Mayor and City Council on June 14, 2022; executed by Josh Chronley (City's Assistant Director, Finance and Procurement) and attested by Rebecca Huerta (City Secretary) – and thus is contractually binding upon City.

9. On March 26, 2024, Josh Chronley (Assistant Director, Finance & Procurement) wrote a letter to Luminare indicating the City's intent "not to renew" the May 2022 Contract. Mr. Chronley was clearly mistaken about the expiry date of the May 2022 Contract (2022 + 3 = 2025; not 2024). Mr. Chronley's letter states the May 2022 Contract is 'terminated' as of "close of business on May 16, 2024" (his mistake in calculating the date upon which the May 2022 Contract's three-year term expires). The City may choose to not renew its contract with Luminare, but choosing to not renew is decidedly different than the City's current breach of contract. Of course, Mr. Chronley lacks authority to unilaterally contradict the City's June 14, 2022, approval of the City/Luminare three-year term contract.
10. On April 2, 2024, Denzel Otokurin (Public Health Administrator) wrote a different letter to Luminare to 'terminate' the May 2022 Contract, by claiming "[t]his Agreement has been fulfilled as per term of Service Agreement 'Item 4' as of April 6th, 2024." The undersigned has no earthly idea of how Mr. Otokurin deduced that April 6th as a date for fulfillment of the City/Luminare contract. Mr. Otokurin's cover-email says nothing of termination, but rather emphasizes that the "Agreement with Luminare has been fulfilled as per Service Agreement 'Item 4.' Oddly, Service Agreement 'Item 4' does not contain any provision supporting termination of the City/Luminare contract approved on June 14, 2022 (with a three-year term from 5/17/22 through 5/16/25).
11. On July 15, 2024, you (presumably recognizing that neither Mr. Chronley's nor Mr. Otokurin's letters were of any value whatsoever to the City's attempt to avoid the Luminare obligation) proffered new theories on why the City's on-going use of Luminare's proprietary software should be allowed without City's payment of the past-due contractual amount (\$262,000.00). You offered three (3) theories:
 - "... the agreement has been terminated effective May 16, 2024." Of course, this City theory presumes the existence of a valid contract (which there is) and some legal basis for termination pursuant to one or more terms of the contract (which there is not). Obviously, presuming the existence of the May 2022 Contract contradicts the City theory that the May 2022 Contract is "void" (this "void" theory is discussed next). Respectfully, no one can point to any term or provision of the May 2022 Contract (inclusive of preceding contracts) to suggest the May 2022 Contract is "terminated." The vague references to 'Item

4' of the April 2020 contract offer no grounds for termination of the March 2022 Contract. This City theory is readily dispensed.

- the contract is "void," since the "City of Corpus Christi City Charter provides that contracts involving an expenditure of funds without certification of funding for the expenditures are void." (Ms. Aguilar, you is apparently referring to City's Charter, Article IV, Administration, Section 9). This City argument fails quite miserably because: (1) this City argument assumes the City Council's vote approving the May 2022 Contract was "contrary to the preceding sections" – and it was not; (2) Section 9 never applies "in case of public disaster calling for extraordinary emergency expenditures," and City's COVID-19 Emergency Declaration was in full force and effect as of June 14, 2022 (the date of City Council's approval of the City/Luminare three-year term contract); and (3) Article IV, Section 9, is not a term of the May 2022 Contract (or any of the preceding contracts) and thus is inapplicable. Moreover, the City – pursuant to the express provisions of the May 2022 Contract – paid \$262,000.00 for the 2022 12-month term; and paid \$262,000.00 for the 2023 12-month term; and thereby clearly ratified the May 2022 Contract (which required no ratification given its execution during pendency of the City's Emergency Declaration, and its unanimous approval by Council on June 14, 2022).
- "Guidance from the Texas Department of State Health Services (DSHS) regarding Rider 40, effective September 1, 2023, copy attached," commands "funds may not be used to promote or advertise COVID-19 vaccinations." Obviously, the City is grasping at straws. The Rider 40 guidance document referenced in your July 15 letter disallows "using [State of Texas] appropriated funds to promote or advertise COVID-19 vaccinations" Luminare's software is not a promotional or advertising tool, and thus Rider 40 is of no consequence to the City/Luminare May 2022 Contract whatsoever. Also, the City had and has various funding opportunities available, exclusive of funds from the State of Texas.

12. Of course, neither Mr. Chronley, nor Mr. Otokurin, nor Ms. Aguilar may speak for the City's Mayor and City's Council. On June 14, 2022, the City's Mayor and City's Counsel unanimously approved and authorized execution of the May 2022 Contract – and its three-year term (2022-2025). The City's counsel has never terminated the May 2022 Contract; nor is it terminated, void, or disallowed by Rider 40.

The above-referenced materials make clear the chronology that leads us to this moment. If any of these details are incomplete or incorrect, then please advise.

The City of Corpus Christi issued its Emergency Declaration on March 13, 2020. The Emergency Declaration clearly allowed for the City's execution of the April 6, 2020, contract (indefinite term) as between the City of Corpus Christi, on the one hand, and Luminare, on

the other hand. For the period May 17, 2021, through May 16, 2022, City/Luminare executed a new/renewed, one-year contract (payment of \$203,000.00 received by Luminare on 8/17/2021). Effective May 17, 2022, the City/Luminare contract was extended to allow for three (3) more years (May 17, 2022, through May 16, 2025). City paid for Year 1: \$262,000.00 (on 7/8/22). City paid for Year 2: \$262,000.00 (on 5/23/2023). City is now past due on their obligation to pay Year 3: \$262,000.00 (due as of May 3, 2024).

Luminare now requests immediate payment of \$262,000.00 from City. The express terms of the May 2022 Contract require payment of this City obligation. As you are quite aware, the City was given a huge pricing discount (3 years for price of 2 years) by Luminare's offer of the March 2022 Contract – and City accepted. Even if City were to further breach or otherwise seek to avoid its Year 3 obligation (which City should not), the City would still be liable for \$262,000.00 to adjust for the pricing discount contemplative of the City's longer-term (three (3) year) commitment.

Please offer prompt payment. Please reach out if you have any questions or other concerns about an immediate path-forward.

Very truly yours,

/s/ Douglas A. Allison

Douglas A. Allison

DAA/kdb

cc: Via Email: milesr@cctexas.com
Mr. Miles Risley, City Attorney
The City of Corpus Christi
1200 Leopard Street
Corpus Christi, Texas 78401

EXHIBIT H



RE: HHS001019500010 (Vaccine Capacity Exp Grant) Corpus Christi Answers to Mediation Questions

From Lunday,Forrest (DSHS) <Forrest.Lunday@dshs.texas.gov>

Date Tue 12/10/2024 3:26 PM

To Denzel Otokunrin <denzel@cctexas.com>

[[**WARNING:** External e-mail. Avoid clicking on links or attachments. We will **NEVER** ask for a password, username, payment or to take action from an email. When in doubt, please forward to SecurityAlert@cctexas.com.]]

That is my understanding as well Denzel. That the funds can be utilized to pay for the service but not any legal fees associated with such.

Forrest Lunday
Contract Specialist V
Contract Management Section
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714 – Mail Code 1990
Forrest.Lunday@dshs.texas.gov

From: Denzel Otokunrin <denzel@cctexas.com>

Sent: Tuesday, December 10, 2024 1:41 PM

To: Lunday,Forrest (DSHS) <Forrest.Lunday@dshs.texas.gov>

Subject: Re: HHS001019500010 (Vaccine Capacity Exp Grant) Corpus Christi Answers to Mediation Questions

Good afternoon Forrest, to verify, has there been any changes in guidance since this response? Based off the response of this email it seems a though we are able to continue utilizing the funds for the software agreement/purchases, but not legal fees associated as such.

Is this correct?

Thank you,

Denzel Otokunrin, MPH

Public Health Administrator-Protection Division | Epidemiologist

Corpus Christi-Nueces County Public Health District

1702 Horne Road

Corpus Christi, Texas 78416

Office: (361) 826-7241

Cell: (361) 533-3181

Denzel@cctexas.com



NEED HELP WITH
CITY SERVICES?
**CALL 311 TO REACH OUR
CUSTOMER CALL CENTER**

From: Lunday,Forrest (DSHS) <Forrest.Lunday@dshs.texas.gov>

Sent: Thursday, November 7, 2024 14:29

To: Denzel Otokunrin <denzel@cctexas.com>

Subject: RE: HHS001019500010 (Vaccine Capacity Exp Grant) Corpus Christi Answers to Mediation Questions

[[**WARNING:** External e-mail. Avoid clicking on links or attachments. We will **NEVER** ask for a password, username, payment or to take action from an email. When in doubt, please forward to SecurityAlert@cctexas.com.]]

Good afternoon Denzel,

I know we are about to hop onto a meeting together, but I wanted to share with you what I was able to find out. Lauren was able to confirm that grant funds would not be able to be used for any legal fees. She did however ask about the subcontractor agreement being shared and I noticed that this email references it being attached, but I am not seeing it, unless I am mistaken.

Q: A copy of all contracts we had with Luminaire.

A: Attached are the agreements and 3 amendments as well as Council Agenda Memo where IT sent contract to Council.

Let me know, thank you.

Forrest Lunday
Contract Specialist V
Contract Management Section
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714 – Mail Code 1990
Forrest.Lunday@dshs.texas.gov

From: Lunday,Forrest (DSHS)

Sent: Tuesday, November 5, 2024 8:57 AM

To: Denzel Otokunrin <denzel@cctexas.com>

Subject: RE: HHS001019500010 (Vaccine Capacity Exp Grant) Corpus Christi Answers to Mediation Questions

Good morning Denzel,

Just wanted to reach out and let you know I saw your message and to inform you that I haven't received any updates about this issue. I know there have been meetings regarding this matter and it is being worked on. I do have an upcoming meeting with Lauren and will provide you with any updates at that time (Thursday).

In the meantime, let me know if I can help with anything else.

Thank you,

Forrest Lunday
Contract Specialist V
Contract Management Section
Department of State Health Services
P.O. Box 149347
Austin, Texas 78714 – Mail Code 1990
Forrest.Lunday@dshs.texas.gov

From: Denzel Otokunrin <denzel@cctexas.com>
Sent: Tuesday, November 5, 2024 8:17 AM
To: McBride, Rachel (DSHS) <Rachel.McBride@dshs.texas.gov>; Lunday, Forrest (DSHS) <Forrest.Lunday@dshs.texas.gov>; Paradise, Caeli (DSHS) <Caeli.Paradise@dshs.texas.gov>
Cc: Miller, Lauren (DSHS) <Lauren.Miller@dshs.texas.gov>; Garcia, Susana K (DSHS) <Susana.Garcia@dshs.texas.gov>; Dante Gonzalez <DanteG@cctexas.com>; Fauzia Khan <FauziaK@cctexas.com>; Michael Perez <michaelp9@cctexas.com>; Blandina Costley <BlandinaC@cctexas.com>
Subject: Re: HHS001019500010 (Vaccine Capacity Exp Grant) Corpus Christi Answers to Mediation Questions

WARNING: This email is from outside the HHS system. Do not click on links or attachments unless you expect them from the sender and know the content is safe.

Good morning DSHS partners, I am following up on the email sent pertaining to the issues that have arisen with the third-party company 'Luminare'

Please advise.

Thank you for all you do,

Denzel Otokunrin, MPH

Public Health Administrator-Protection Division | Epidemiologist

Corpus Christi-Nueces County Public Health District

1702 Horne Road

Corpus Christi, Texas 78416

Office: (361) 826-7241

Cell: (361) 533-3181

Denzel@cctexas.com



NEED HELP WITH
CITY SERVICES?
**CALL 311 TO REACH OUR
CUSTOMER CALL CENTER**

From: Denzel Otokunrin

Sent: Wednesday, October 23, 2024 13:51

To: McBride, Rachel (DSHS) <Rachel.McBride@dshs.texas.gov>; Lunday, Forrest (DSHS) <Forrest.Lunday@dshs.texas.gov>; Paradise, Caeli (DSHS) <Caeli.Paradise@dshs.texas.gov>

Cc: Miller, Lauren (DSHS) <Lauren.Miller@dshs.texas.gov>; susana.garcia@dshs.texas.gov <susana.garcia@dshs.texas.gov>; Dante Gonzalez <DanteG@cctexas.com>; Fauzia Khan <FauziaK@cctexas.com>; Michael Perez <michaelp9@cctexas.com>; Blandina Costley <BlandinaC@cctexas.com>

Subject: HHS001019500010 (Vaccine Capacity Exp Grant) Corpus Christi Answers to Mediation Questions

Good afternoon, DSHS partners. As requested, I have included answers to the questions from our recent meeting pertaining to the issues that have arisen with a third-party company. I have also attached all supporting documentation.

Q: What was the date of when we sent Luminare the Letter to Cease Services provided to CCNCPHD?

A: 4/2/24 was the email sent to Meghan. As per City attorney's letter, letters were sent 3/26/24 & 4/2/24.

Attached is the certified letter delivery confirmation dated 4-1-24.

From: Denzel Otokunrin <denzel@cctexas.com>

Sent: Tuesday, April 2, 2024 11:37 AM

To: Meghan Wittorf <meghan.wittorf@luminaremed.com>

Cc: Blandina Costley <BlandinaC@cctexas.com>; Elizabeth Allen <elizabetha4@cctexas.com>; Mark Benavides <markb5@cctexas.com>

Subject: [EXTERNAL] Luminare + CCHD Contract / Termination Letter

You don't often get email from denzel@cctexas.com. [Learn why this is important](#)

Good morning Meghan,

Please see attached letter from the CCNCPHD requesting termination of the COVID-19 Quickscreen Web Tool for Health Department.

The Agreement with Luminare has been fulfilled as per Service Agreement 'Item 4'.

Attached is the Memo for the Luminare License as well as the Service Agreement.

Q: Provide me the date/documentation of when the Vaccine Capacity Expansion Grant was last invoiced for Luminare services? DSHS is requesting the information.

A: All payments have been submitted to #3 grant for reimbursement. The last 2024 invoice was not included in B-13 because it has not been posted to 831559F G/L.

2020 = Inv#1036A & Inv#1036B \$100,000

2021 = Inv#1204 \$203,000 = 530250 PO#69451

PAID 7.06.21

2022 = Inv# 1327 \$262,000 = 520100 PO#74218/PO#204637 (1 of 3) PAID 6.14.22

2023 = Inv#1380 \$262,000 = 520100 PO#215120

(2 of 3)- PAID 5.18.23

2024 = _____ \$262,000 = 6/15/24 - 5/16/25 (Auto Renewal) (3of3) UNPAID

Q: A copy of all contracts we had with Luminaire.

A: Attached are the agreements and 3 amendments as well as Council Agenda Memo where IT sent contract to Council.

Let me know if you need anything else at this time,

Thank you for all you do,

Denzel Otokunrin, MPH

Public Health Administrator-Protection Division | Epidemiologist

Corpus Christi-Nueces County Public Health District

1702 Horne Road

Corpus Christi, Texas 78416

Office: (361) 826-7241

Cell: (361) 533-3181

Denzel@cctexas.com



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Tuesday, June 10, 2025

Public Comment & Input Form

For City Council Meetings, Board Meetings, & Commission Meetings

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[Access Online Services](#)

To continue submitting a **written public comment** click Next below.

Public Comment & Input Form

For City Council Meetings, Board Meetings, & Commission Meetings

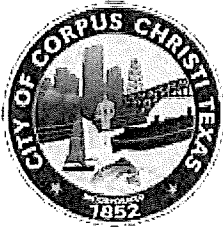
Date of Meeting	Tuesday, June 10, 2025
Name	Amanda Breland
Address	11930 Leopard St Corpus Christi, TX, 78410
Please select the Board, Committee, or governing body that your comments are directed to:	<input type="button" value="City Council"/>
Are you a resident of Corpus Christi?	<input type="button" value="Yes"/>
What district do you reside in?	<input type="button" value="District 1"/>
Topic	Hill crest rezoning
Agenda Item Number	General

Comment

My name is Amanda Breland and I am writing this comment to express my opposition of the rezoning of the residential Hillcrest & Washington-Coles neighborhoods. These neighborhoods have been ravaged and sacrificed to industry and it's time to stop it. People still live in these areas and rezoning them as "Heavy Industrial" is a death sentence to these communities. It's time to put the PEOPLE over the profit and destruction that industry brings.

I would also like to add that I am opposed to the funding of equipment for the police department. That is a waste of taxpayer dollars and would be better spent on providing services to our community that actually uplifts those most in need.

Provide an email to receive a copy of your submission. amkbre@gmail.com



Tuesday, June 10, 2025

Public Comment & Input Form

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To submit a service request, ask a question, report a violation, browse city-required permit forms or access services online, click here:

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Public Comment & Input Form

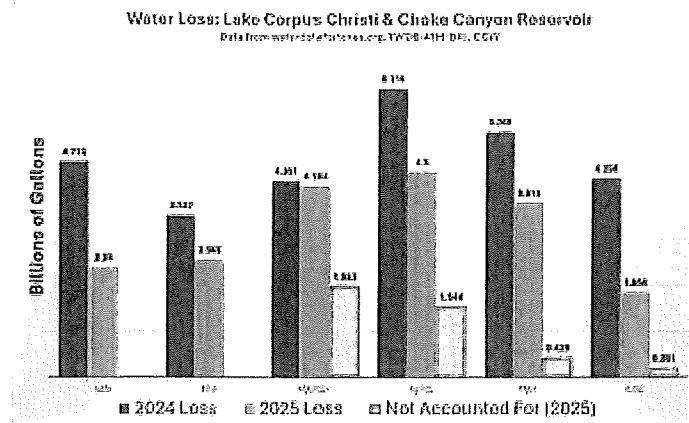
For City Council Meetings, Board Meetings, & Commission Meetings

Date of Meeting	Tuesday, June 10, 2025
Name	Susan Lamb
Address	2554 Balchuck Lane Corpus Christi, Texas, 78415
Please select the Board, Committee, or governing body that your comments are directed to:	City Council
Are you a resident of Corpus Christi?	No
Topic	Water
Agenda Item Number	17

Comment

In recent years, I have asked about the apparent losses of water we have been and are experiencing from Choke Canyon and Lake CC. Those questions were met with no answers. With the drought to the point that releases are no longer allowed to the bay and tributaries, and the city supplying graphs of usage, we are much more able to fine tune what amount of water we are actually using versus what is missing daily from both of those reservoirs. I have emailed Mr. Molly and supplied several people with the following spreadsheets. These numbers result in unaccounted losses in the months of March, April and May to the tune of approximately 4 billion gallons of water. While I support the newest endeavor to gain water with a minimum financial investment, do we still have a root problem of huge unaccounted for losses? This needs to be publically addressed. We will not be able to replenish these reservoirs with these types of losses.

Upload supporting images or documents.



LCC & CCR water loss Mar 2025 PDF.pdf



LCC & CCR water loss Apr 2025 PDF.pdf

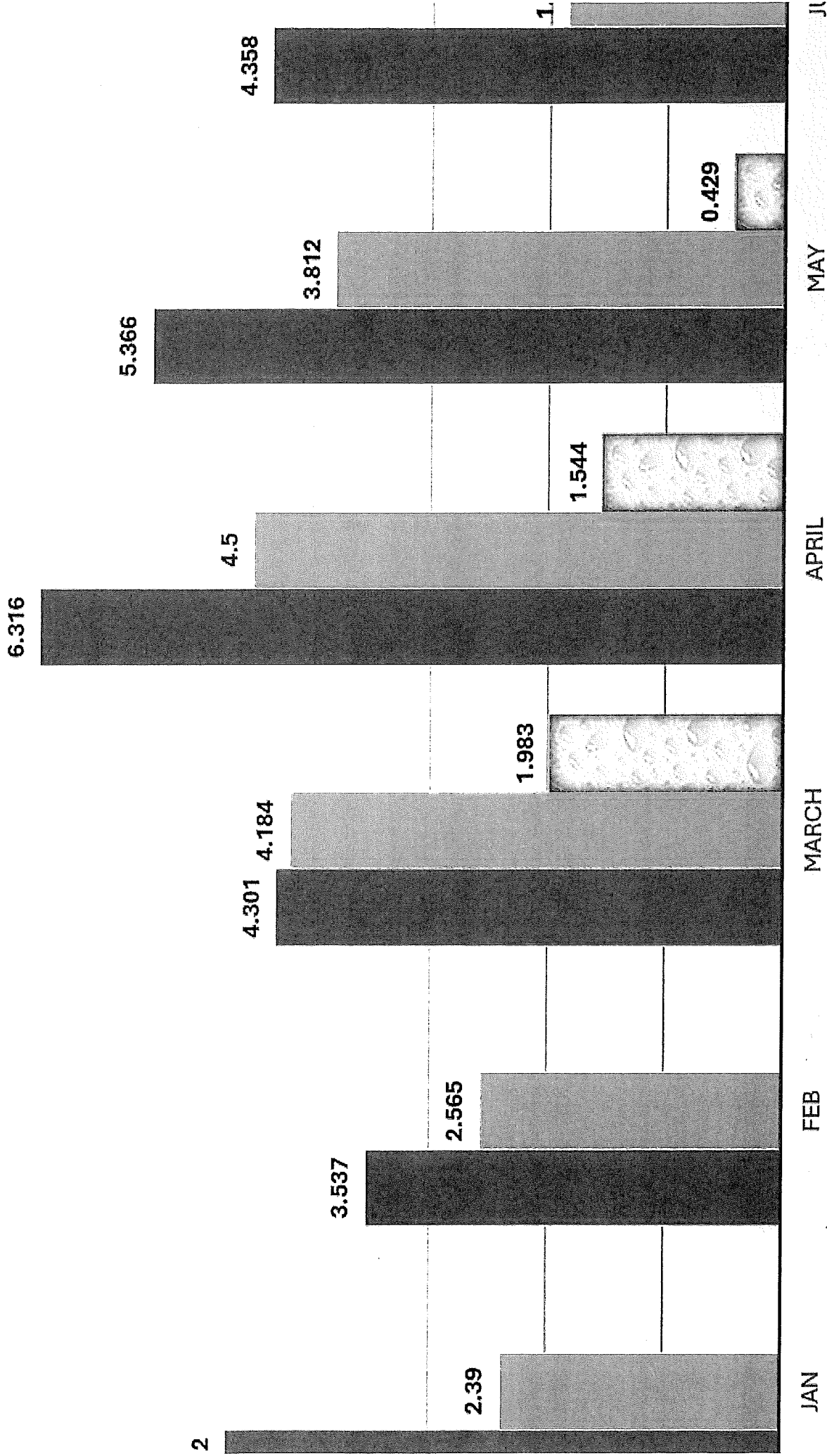


LCC & CCR water loss May 2025 PDF.pdf

Provide an email to receive a copy of your submission. lularoelambs@gmail.com

Water Loss: Lake Corpus Christi & Choke Canyon Reservoir

Data from waterdatafortexas.org, TWDB/ATM/DRI, CCW



■ 2024 Loss ■ 2025 Loss ■ Not Accounted For (2025)

Date	% Full	Acres-ft*	Total Gallons	MGD	Loss/Gain	Day of Wk	Notes
2025							<i>Lake Corpus Christi & Choke Canyon</i>
1-Mar	17.9	259	84395409	84	Loss	Sat	NOTES: (MRP = apprx 56.77MGD) <30% release avg = 0MGD Evaporation = approx 58.54MGD* (*TWDB Mar 2024 Evaporation Volume) Robstown = 2MGD CCW usage from chart = 39.45MGD Expected Loss = 99.99MGD
2-Mar	17.8	1030	335626530	335	Loss	Sun	
3-Mar	17.7	511	166509861	166	Loss	Mon	
4-Mar	17.7	168	54742968	54	Loss	Tue	
5-Mar	17.7	80	26068080	26	Gain	Wed	
6-Mar	17.6	1446	471180546	471	Loss	Thu	
7-Mar	17.6	255	83092005	83	Gain	Fri	
8-Mar	17.6	172	56046372	56	Loss	Sat	
9-Mar	17.5	507	165206457	165	Loss	Sun	
10-Mar	17.5	163	53113713	53	Loss	Mon	
11-Mar	17.4	670	218320170	218	Loss	Tue	
12-Mar	17.4	503	163903053	163	Loss	Wed	
13-Mar	17.3	591	192577941	192	Loss	Thu	
14-Mar	17.3	241	78530091	78	Loss	Fri	
15-Mar	17.2	514	167487414	167	Loss	Sat	
16-Mar	17.2	243	79181793	79	Loss	Sun	
17-Mar	17.1	1318	429471618	429	Loss	Mon	
18-Mar	16.9	1308	426213108	426	Loss	Tue	
19-Mar	17	970	316075470	316	Gain	Wed	
20-Mar	17	575	187364325	187	Loss	Thu	
21-Mar	16.8	1224	398841624	398	Loss	Fri	
22-Mar	16.8	402	130992102	130	Loss	Sat	
23-Mar	16.8	3	977553	0	Gain	Sun	
24-Mar	16.8	159	51810309	51	Gain	Mon	
25-Mar	16.7	648	211151448	211	Loss	Tue	
26-Mar	16.8	313	101991363	101	Gain	Wed	
27-Mar	17.5	7038	2293339338	2293	Gain	Thu	
28-Mar	17.7	1467	478023417	478	Gain	Fri	initially no data from LCC
29-Mar	17.7	463	150869013	150	Gain	Sat	was 58Af/18MGD, initially no data from LCC
30-Mar	17.7	145	47248395	47	Loss	Sun	
31-Mar	17.7	229	74619879	74	Loss	Mon	changed from Gain of 58Af/18MGD
*From USGS		Gain		> 100MGD Loss			Anomaly or too much water loss?

Date	% Full	Acre-ft*	Total Gallons	MGD	Loss/Gain	Day of Wk	Notes
2025							Lake Corpus Christi & Choke Canyon
1-Apr	17.6	860	280231860	280	Loss	Tues	fixed: changed from 140Af/45MGD
2-Apr	17.5	516	168139116	168	Loss	Wed	
3-Apr	17.5	83	27045633	27	Loss	Thu	
4-Apr	17.5	683	222556233	222	Loss	Fri	NOTES: (MRP = apprx 68.82MGD) <30% release avg = 0MGD (*TWDB Evaporation = 89.23MGD* Robstown = 2MGD CCW usage from chart = 30.92MGD Expected Loss = 122.15MGD
5-Apr	17.5	524	170745924	170	Gain	Sat	
6-Apr	17.4	1258	409920558	409	Loss	Sun	
7-Apr	17.4	323	105249873	105	Gain	Mon	
8-Apr	17.3	683	222556233	222	Loss	Tue	
9-Apr	17.3	678	220926978	220	Loss	Wed	
10-Apr	17.2	422	137509122	137	Loss	Thu	
11-Apr	17.2	83	27045633	27	Loss	Fri	
12-Apr	17.1	925	301412175	301	Loss	Sat	
13-Apr	17	919	299457069	299	Loss	Sun	
14-Apr	17	86	28023186	28	Gain	Mon	
15-Apr	17	167	54417117	54	Gain	Tue	
16-Apr	16.9	915	298153665	298	Loss	Wed	
17-Apr	16.9	581	189319431	189	Loss	Thu	
18-Apr	16.8	742	241781442	241	Loss	Fri	
19-Apr	16.7	576	187690176	187	Loss	Sat	
20-Apr	16.8	493	160644543	160	Gain	Sun	
21-Apr	16.8	330	107530830	107	Gain	Mon	
22-Apr	16.8	660	215061660	215	Loss	Tue	
23-Apr	16.7	81	26393931	26	Loss	Wed	
24-Apr	16.7	164	53439564	53	Loss	Thu	
25-Apr	16.7	164	53439564	53	Loss	Fri	changed from 82Af/26.7MGD Gain
26-Apr	16.7	492	160318692	160	Loss	Sat	
27-Apr	16.6	326	106227426	106	Loss	Sun	
28-Apr	16.5	733	238848783	238	Loss	Mon	
29-Apr	16.5	731	238197081	238	Loss	Tue	
30-Apr	16.4	565	184105815	184	Loss	Wed	
*From USGS		Gain		> 123MGD Loss			Anomaly or too much water loss?

Date	% Full	Acre-ft	Total Gallons	MGD	Loss/Gain	Day of Wk	Notes
Lake Corpus Christi & Choke Canyon							
NOTES: (MRP = apprx 69MGD) <30% release avg = 0MGD Evaporation = 102.52MGD* (*TWDB May 2025 Evaporation volume) Robstown = 2MGD Usage from CCW May chart = 42.55MGD Expected Loss = 147.07MGD							
1-May	16.4	162	52787862	52	Gain	Thurs	
2-May	16.4	0	0	0		Fri	
3-May	16.4	239	77878389	77	Gain	Sat	
4-May	16.4	806	262635906	262	Loss	Sun	
5-May	16.3	886	288703986	288	Loss	Mon	
6-May	16.3	1	325851	0	Gain	Tue	
7-May	16.3	718	233961018	233	Gain	Wed	
8-May	16.3	81	26393931	26	Loss	Thu	
9-May	16.4	645	210173895	210	Gain	Fri	
10-May	16.4	323	105249873	105	Loss	Sat	Changed from 242Af/78MGD
11-May	16.3	405	131969655	131	Loss	Sun	Changed from 325Af/105MGD
12-May	16.3	242	78855942	78	Loss	Mon	changed from 161Af/52MGD
13-May	16.2	964	314120364	314	Loss	Tue	changed from 643Af/209MGD
14-May	16.1	558	181824858	181	Loss	Wed	
15-May	16.1	320	104272320	104	Loss	Thu	
16-May	16.1	321	104598171	104	Loss	Fri	
17-May	16	398	129688698	129	Loss	Sat	changed from 317Af/103MGD
18-May	15.9	1033	336604083	336	Loss	Sun	changed from 716Af/233MGD
19-May	15.8	551	179543901	179	Loss	Mon	
20-May	15.9	551	179543901	179	Gain	Tue	
21-May	15.9	476	155105076	155	Loss	Wed	was 476/155, then 236/76
22-May	15.8	633	206263683	206	Loss	Thu	was 633/206 then 473/154
23-May	15.7	471	153475821	153	Loss	Fri	was 236/76, 471/153, 15.8/152/49
24-May	15.6	864	281535264	281	Loss	Sat	was 15.6/864/281 then 15.7/705/229
25-May	15.6	782	254815482	254	Loss	Sun	was 15.6/703/229, 15.7/467/152
26-May	15.5	390	127081890	127	Loss	Mon	was 15.6/389/126M, 15.7/150/48
27-May	15.5	154	50181054	50	Gain	Tue	was 15.6/305/99, 15.5/154/50, 15.7/314/102(all G)
28-May	15.5	309	100687959	100	Loss	Wed	was 15.5/77/25, 15.6/518/168(G) , 15.5/70/22
29-May	15.6	386	125778486	125	Loss	Thu	was 15.7/74/24 then 1268Af/413MGD
30-May	15.4	153	49855203	49	Loss	Fri	
31-May	15.4	384	125126784	125	Loss	Sat	was 308Af/100MGD
Updated 9 Jun 2025				Gain		Anomaly or too much water loss?	
				> 148MGD Loss			



Thursday, May 15, 2025

Public Comment & Input Form

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Public Comment & Input Form

For City Council Meetings, Board Meetings, & Commission Meetings

Date of Meeting

Tuesday, June 10, 2025

Name

John Weber

Address

10523 Fair Oaks Blvd
Fair Oaks, CA, 95628

Please select the Board, Committee, or governing body that your comments are directed to:

City Council

Are you a resident of Corpus Christi?

No

Topic

Inner Harbor Desalination

Agenda Item Number

Public comment

Comment

Please see attached.

Upload supporting images or documents.



Lies.docx

Provide an email to receive a copy of your submission.

js_weber@hotmail.com

Lies, Misstatements, and Deception

Mayor, Mr. Zaroni, and Mr. Molly,

What a Council meeting yesterday. There is nothing that disturbs me more than dishonesty. Today is a good day to start being honest with the residents.

The reason the City is spending tens of thousands of dollars on the desal PR campaign is because most of the residents are against it, for one reason or another. If the residents were in favor of it, there would be no reason for the PR campaign. Heck, the City still hasn't held the Desal Town Hall that was scheduled for June 12th of last year. I can only guess they didn't hold it because of the massive amount of opposition residents have against the plant being built.

The City does not have the discharge permit from the TCEQ. If they do, it should be posted on the City's website. According to the TCEQ, the permit is still pending. I have been patiently been waiting for it to be issued but that hasn't happened yet. Once it is issued, other things will go into play.

Until that permit is issued SWIFT funds cannot be used for design or construction. <https://www.youtube.com/watch?v=XSZgx9XIRqA> Where is the money coming from?

The Mayor stated yesterday, "We have spent over \$200 million", timestamp 2:19:05. I would suggest it wouldn't be a good thing to alter the video of the meeting. It seems like this statement and others are meant to deceive the residents into thinking this desal plant is a done deal and the final vote will just be a formality. Later the supposed facts came out that the City has spent \$22-23 million.

Council member Roy hits the nail on the head, that **this council** will be held accountable for the decision on the Inner Harbor desal plant. At a prior meeting, Mr. Molly admitted "I am not an expert," which is true, he isn't. Of course, he lied at a press briefing by stating his family lives in Corpus Christi, which they don't. Ben Hodges, Ph.D. is an expert. He states the following:

"The fundamental problem is that the proposed outfall siting is in a relatively flat location (IH) with little ambient mixing energy. The complete destruction of the far-field effluent plume will require days to weeks under most conditions. Any portion of the channel bottom that is isolated by the plume for more than 24 hours is likely to become hypoxic. **Thus, the far-field effluent plume within the IH and SC will constitute a large dead zone.**

Based on the best available science, the following facts are beyond dispute:

1. Far-field evolution of the effluent plume and possible development of a hypoxic dead zone depends on the effluent transport rate, the vertical salinity gradient, and the wind/current mixing energy from the ambient water that progressively erodes the plume.
2. The overall mass balance of the broader bay (as presented by the applicant in answer to the FRI on salinity gradient issues) is entirely irrelevant to the development of salinity gradients and their dead-zone consequences.

3. From the two points above, the applicant has not provided sufficient evidence that the proposed outfall location is protective of ecosystem health.

Furthermore, as a matter of expert opinion based on the information I have reviewed, **I doubt that there is any configuration of diffusers and the outfall placement in the Inner Harbor that can avoid development of a far-field stratified effluent plume, hypoxia, and ecosystem harm to the IH and the SC.** The lack of an inertial far-field mixing regime at this location renders this location inappropriate for the applicant's proposal."

We also know the most similar location in the world to the Inner Harbor desal plant is the Brownsville Ship Channel. REISS Engineering, a well-respected firm, did a study funded by the Texas Water Development Board called Lessons Learned from the Brownsville Seawater Pilot Study. I have shared the whole report with Mr. Molly.

It states, "it is recommended that future pilot studies in the State of Texas include 12 months of operation, to capture season difference in water quality. Most of the pilot studies implemented in California and Florida are performed over a 12-month period of operation or more." This is a common-sense statement. Who doesn't think common-sense is a good thing?

Speaking of pilot studies. It doesn't even appear the City will be doing one. We found out yesterday, they will be running a demonstration plant for 30 days. That is all. The demonstration plant won't be pulling the water out at the same place as the Inner Harbor plant and it won't be discharging it in the same location. It won't even be using any of the fresh water. What ever happened to "every drop counts"? It will be blending the fresh water and the brine together and sending it to a water treatment plant. No wonder it isn't called a pilot plant anymore. It won't show the interaction of the discharge with the intake or the discharge with the bay water. This is very sloppy in my opinion.

A slide was presented with the "GHD Model Domain." It is missing one key component, the NBPS (Nueces Bay Power Station). This should be a Big Red Flag for anyone remotely paying attention. According to Freese and Nichols, the NBPS median withdrawal from the Inner Harbor is 304 MGD. Mr. Molly and Mr. Zanoni are both aware that the input numbers for the NBPS in the QUAL-TX model for the Updated Inner Harbor permit application are incorrect. It shows 14.5 MGD, which is a huge difference from 304 MGD. So far, the number hasn't been corrected and the model hasn't been rerun. Mr. Molly also confirmed the number for the Broadway Waste Water Treatment plant is off by a factor of 2. The problem is that correct numbers weren't used for the modeling for the permit. Because the incorrect data was used the modeling shows the outgoing flow being higher than the incoming flow, which doesn't make sense. The implication is the effluent in the outgoing tide will be much more concentrated than what the modeling says it will be. High enough to exceed the permit limits.

A real expert thinks the brine discharge will basically fall to the bottom and create a **"large dead zone."** The only other option I can imagine, even though the expert doesn't think so, **"I doubt that there is any configuration of diffusers and the outfall placement in the Inner Harbor that can avoid development of a far-field stratified effluent plume, hypoxia, and ecosystem harm,"** is that the brine discharge can mix evenly with the Inner Harbor water. If that were to

happen, the discharged brine would get sucked back in with the intake being so close and create a salinity feedback loop, and the discharge brine would be sucked up by the NBPS. The discharge from the NBPS would end up in Nueces Bay. We have no idea what will happen to Nueces Bay with the additional salty brine water ending up there. It doesn't look like Kiewit has any care for Nueces Bay or they would have GHD including it in the modeling.

Kiewit has said they learned from the Carlsbad plant. Why wouldn't they want to learn from the Brownsville plant? I hope they learned from the Carlsbad plant because it ended up costing 4 times as much as the original estimate. It is interesting to note, it was named after the Mayor. Does Mayor G. want the Inner Harbor plant named after her? Is that why the experts aren't being listened to?

So, we know Kiewit is paying GHD to do some far-field modeling in the Inner Harbor but the modeling won't go beyond the mouth of the Inner Harbor and won't go into Nueces Bay. I am sure this modeling will show whatever Kiewit wants it to show and won't gain the trust of the residents. The residents are really interested in the whole bay system, where they swim and fish.

I see two outcomes, if this plant is built.

One, it will cause damage to the bay system.

Two, it will have to run at less than the rated capacity not to damage the bay system, which would mean the cost per gallon of water will be higher than we are being told. Remember, the Tampa Bay Desal plant has only run at 21.5% of capacity as of November of last year, making the water almost 5 times more expensive than they were told it would be.

Neither option is good. Without properly modeling the bays, there is no way to even guess the impacts the desal plant will have. It is kind of like buying an expensive brand-new car without a warranty and without buying insurance. The Council should request a **guarantee** that the desal plant will not cause ecological damage to the bays and operate at the designed capacity for at least half the life of the plant. It needs to be in **writing. If the plant causes ecological damage and or fails to operate at its designed capacity, all money spent on the project will be refunded to the taxpayers/ratepayers.** The contractors can self-insure for this or they can take out an insurance policy that will cover the amount of money it costs to design and build the plant. If the contractors aren't willing to insure this, the City shouldn't either and should stop all work on the project. The taxpayers/ratepayers don't want to be the ones holding the bag, especially if the City staff isn't requiring the contractors to perform the proper modeling.

Now is the time for Mr. Risley to work on the wording for the written guarantee that Kiewit should be required to sign before the final vote is held later this year. **This Council will be 100% responsible.** What prior Councils have done is their legacy, not the legacy of this Council.

As always, have a nice day,

John